

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Professionals Narellen & District Studio 9, Shop 10-11, 38 Exchange Parade, Narellan NSW 2567 Email: steve.diggins@professionalsnarellen.com.au	Phone: 02 4623 0380 Fax: 02 4621 4618 Ref: Steve
co-agent		
vendor	Lyden Leslie Cameron 20 Clowes Street, Elderslie NSW 2570	
vendor's solicitor	Active Property Conveyancing Shop 6, 74 Kembla Street, Wollongong NSW 2520 PO Box 897, Wollongong NSW 2520 DX 27810 Wollongong Court NSW Email: ammy@activeconveyancing.com.au	Phone: 4295 4600 Fax: 4295 4033 Ref: AM:RC:213113
date for completion	42nd day after the date of this contract (clause 15)	
land (address, plan details and title reference)	20 Clowes Street, Elderslie NSW 2570 Lot 429 in Deposited Plan 1211020 Folio Identifier 429/1211020	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: Air conditioner, remote for garage, smoke alarms, security system, spare tiles		
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 Lodgement Network (ELN) (clause 30):
Electronic transaction (clause 30)

no YES

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

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

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

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

Purchaser must make an **GSTRW payment**
(residential withholding payment)

NO yes (if yes, vendor must provide further details)

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

GSTRW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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 type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input checked="" type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 32 property certificate for strata common property <input type="checkbox"/> 33 plan creating strata common property <input type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement - off-the-plan contract <input type="checkbox"/> 58 other document relevant to off-the-plan contract
<p>Home Building Act 1989</p> <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover	<p>Other</p> <input type="checkbox"/> 59
<p>HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number</p>	

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:

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

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

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

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 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 *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *-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 –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

SECTION 66W CERTIFICATE

I,
of _____,
certify as follows:

1. I am a _____ currently admitted to practise in New South Wales.

2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 20 Clowes Street, Elderslie NSW 2570, from **Lyden Leslie Cameron** to _____ in order that there is no cooling off period in relation to that Contract.

3. I do not act for **Lyden Leslie Cameron** and am not employed in the legal practice of a solicitor acting for **Lyden Leslie Cameron** nor am I a member or employee of a firm of which a Solicitor acting for **Lyden Leslie Cameron** is a member or employee.

4. I have explained _____ to _____:
 - (a) The effect of the Contract for the purchase of that property;
 - (b) The nature of this Certificate; and
 - (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period in relation to the Contract.

Dated: _____

ADDITIONAL CLAUSES

33. ENTIRE AGREEMENT

The Purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and there is no other understanding, agreement, warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions of this Contract or binding on the parties with respect to any matters to which this Contract relates.

34. PROPERTY SOLD IN PRESENT CONDITION

The Purchaser acknowledges and agrees that:

- 34.1 The Purchaser has inspected the property and any improvements and inclusions and the Purchaser is satisfied as to the state and condition thereof prior to the execution of this Contract;
- 34.2 The Purchaser has entered into this Contract relying on the Purchaser's own inspection and not upon any representations or warranties made by or on behalf of the Vendor except as expressly contained herein;
- 34.3 The Purchaser accepts the property and any improvements and inclusions in their present state and condition and subject to any latent or patent defects; and
- 34.4 The Purchaser is not entitled to make any requisition, objection or rescind or terminate or claim for compensation in relation to any defect in or want of repair of the state and condition of the property or any improvements or inclusions.

35. AGENT

The Purchaser warrants that the Purchaser was not introduced to the property or to the Vendor by any Real Estate Agent or other person entitled to claim commission as a result of this sale, other than the Vendor's Agent, if any, specified in the Contract and the Purchaser must indemnify the Vendor, to the extent that this indemnity will not merge or be extinguished on completion of this Contract, against any claim arising out of any such introduction of the Purchaser and against all claims and expenses of and incidental to the defence and determination of any such claim made against the Vendor.

36. LATE COMPLETION

- 36.1 If either party is unable or unwilling to complete by the completion date, the other party is entitled at any time after the completion date to serve a notice to complete making the time for completion essential. Such a notice shall give not less than 14 days' notice after the day immediately following the date on which that notice is received by the recipient of the notice. The notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.
- 36.2 If the Vendor has issued a Notice to Complete, an additional sum of \$275.00 (GST inclusive) on account of legal costs and expenses incurred by the Vendor is payable by the Purchaser, and the Purchaser shall not be entitled to require the Vendor to complete this Contract unless such payment is paid to the Vendor on completion and it is an essential term of the Contract.

37. INTEREST ON LATE COMPLETION

If the Purchaser does not complete this purchase by the completion date, without default by the Vendor, the Purchaser must pay to the Vendor on completion, in addition to the balance of the purchase money, an amount calculated as 10% per annum on the balance of purchase money, computed at a daily rate from the date completion is due to the date on which this sale is completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

38. 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 goes into liquidation, then either party may rescind this Contract by notice in writing forwarded to the other party and whereupon this Contract shall be at an end and the provisions of Clause 19 shall apply.

39. CAVEAT

The Purchaser shall not lodge a Caveat against the title to the land.

40. REQUISITIONS ON TITLE

The Vendor shall not be required to answer requisitions other than the requisitions in the form annexed.

41. RELEASE OF DEPOSIT FOR PAYMENT OF A DEPOSIT

The Purchaser agrees and acknowledges that by their execution of this Contract they irrevocably authorise the Vendor's agent to release such part of the deposit monies as the Vendor shall require for the purposes of a deposit on a purchase of real estate on the condition that:

- 41.1 The deposit monies are only released and transferred to a trust account of an agent or solicitor/conveyancer; and
- 41.2 The deposit monies are not further released and transferred.

42. COVID-19

If either party shall:

- a) Contract the Covid-19 virus;
- b) Be placed in isolation in the property;
- c) Directed to self-isolate in the property; or
- d) Need to care for an immediate member of their household or family in the property;

Then the parties agree that the following provisions shall apply:

1. The other party cannot issue a Notice to Complete or charge interest on that party until such time that the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
2. The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis;
3. Completion shall take place within seven (7) days from the date from which the party is permitted to leave the property;
4. If the Vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion;
5. It is an essential term of this Contract that if the Vendor is seeking the benefit of this clause, he shall thoroughly disinfect the property prior to completion. For the purposes of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

Further, if Removalist businesses are not in operation at the time the parties were due to move, then the other party cannot issue a Notice to Complete or charge interest on that party until such time that the Removalist businesses are back in operation and the party can vacate the property.

43. END OF YEAR SETTLEMENTS

Nothing in this Contract shall have effect of requiring either party to complete this Contract between the 21st day of December in the year in which the Contract is made and the 19th day of January in the following year.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.

17.

- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
- (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?

18.

- If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

19.

- (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations/Benefits

20.

- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
- (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

21.

- Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?

22.

- Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?

23.

- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
- (c) Do any service connections for any other Property pass through the Property?

24.

- Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

25.

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

Requisitions and transfer

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



FOLIO: 429/1211020

SEARCH DATE	TIME	EDITION NO	DATE
7/10/2021	10:05 AM	6	28/6/2019

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY QUDOS MUTUAL LTD.

LAND

LOT 429 IN DEPOSITED PLAN 1211020
AT ELDERSLIE
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF NARELLAN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1211020

FIRST SCHEDULE

LYDEN LESLIE CAMERON (T AP359373)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1149437 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 3 DP1211020 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 4 DP1211020 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 5 DP1211020 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 6 AP359374 MORTGAGE TO QUDOS MUTUAL LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

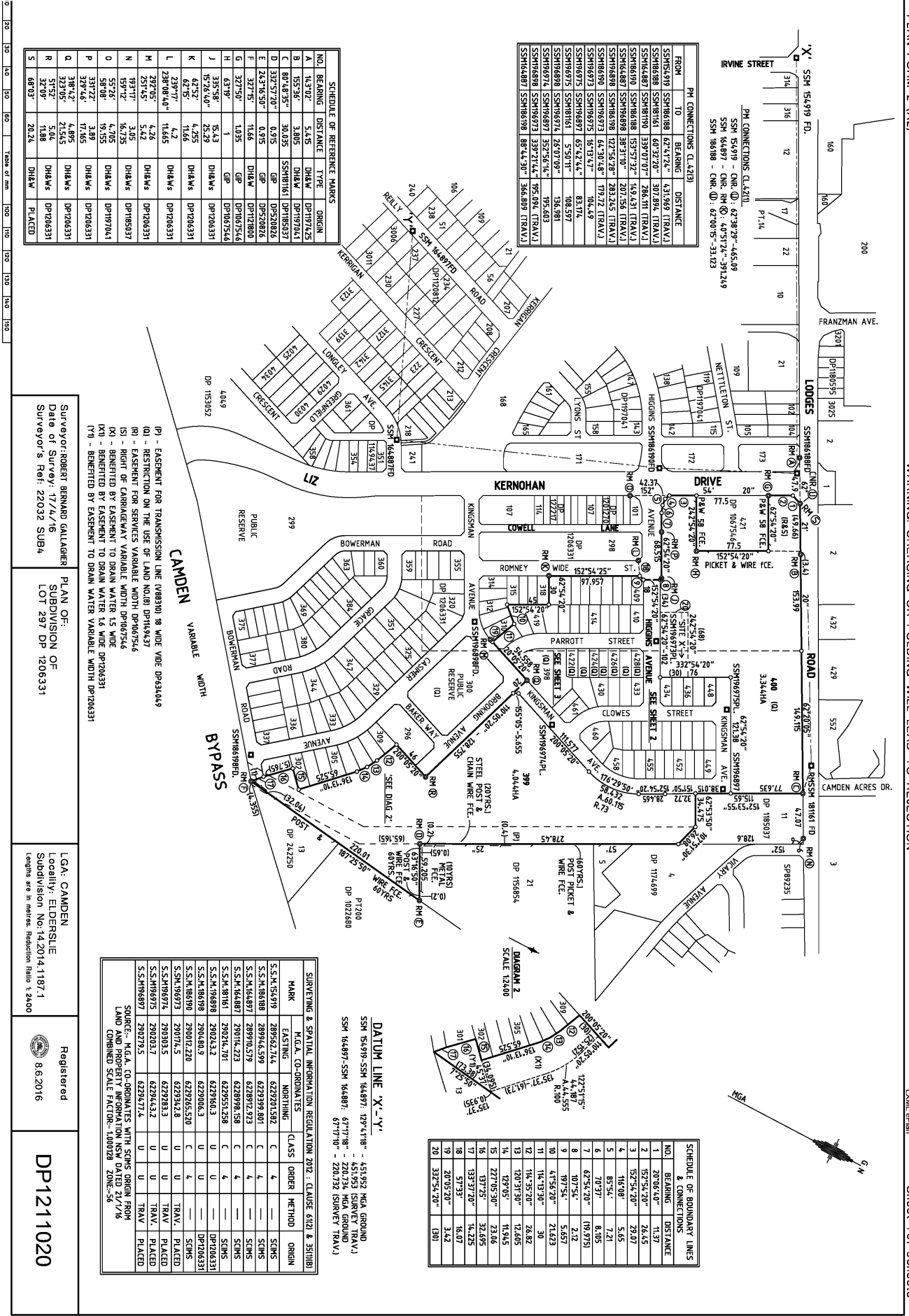
213113

PRINTED ON 7/10/2021

* 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.

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Received: 07/10/2021 10:05:28



PH CONNECTIONS CL.42(1)

FROM	TO	BEARING	DISTANCE
SSM154919	SSM164897	62°4'12"	431.996 (TRAV)
SSM164897	SSM18161	60°32'20"	307.894 (TRAV)
SSM18161	SSM18190	339°07'07"	286.611 (TRAV)
SSM18190	SSM18688	153°57'32"	149.431 (TRAV)
SSM18688	SSM18689	38°31'00"	207.156 (TRAV)
SSM18689	SSM18690	127°56'28"	283.245 (TRAV)
SSM18690	SSM18691	64°30'48"	179.722 (TRAV)
SSM18691	SSM18692	16°13'47"	180.449
SSM18692	SSM18693	65°42'44"	803.174
SSM18693	SSM18694	5°30'17"	108.972
SSM18694	SSM18695	26°07'09"	156.281
SSM18695	SSM18696	352°56'34"	195.603
SSM18696	SSM18697	339°21'44"	195.594 (TRAV)
SSM18697	SSM18698	88°44'30"	386.809 (TRAV)

SCHEDULE OF REFERENCE MARKS

NO.	BEARING	DISTANCE	TYPE	ORIGIN
A	14°3'02"	5.475	DH&M	DP1197425
B	155°36"	3.805	DH&M	DP1197041
C	80°48'35"	30.035	SSM18161	DP1180337
D	332°57'20"	0.915	GP	DP520826
E	243°16'50"	0.915	GP	DP520826
F	327°15"	11.66	DH&M	DP1121800
G	327°15"	1.035	GP	DP1067514
H	43°19"	1	GP	DP1067514
J	335°58"	15.43	DH&M	DP1206331
K	62°52"	4.255	DH&M	DP1206331
L	238°08'40"	11.665	DH&M	DP1206331
M	292°05"	4.26	DH&M	DP1206331
N	159°12"	3.205	DH&M	DP1180337
O	55°26"	4.705	DH&M	DP1197041
P	327°46"	3.89	DH&M	DP1206331
Q	318°42"	4.895	DH&M	DP1206331
R	57°52"	5.04	DH&M	DP1206331
S	32°05"	20.24	DH&M	PLACED

SCHEDULE OF BOUNDARY LINES & CONNECTIONS

NO.	BEARING	DISTANCE
1	20°06'40"	11.37
2	152°54'20"	26.45
3	152°54'20"	26.45
4	116°08'	5.65
5	85°54'	7.21
6	70°37'	8.05
7	62°54'20"	19.975
8	107°54'	2.12
9	107°54'	5.657
10	41°56'20"	21.63
11	114°13'30"	30
12	114°13'30"	26.82
13	120°31'30"	12.665
14	129°05'	11.945
15	227°05'30"	23.06
16	137°25'	32.66
17	133°37'20"	14.225
18	57°33'	16.07
20	327°54'20"	120

SURVEYING & SPATIAL INFORMATION REGULATION 2012 - CLAUSES 6(1) & 35(1)(B)

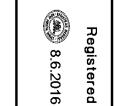
MARK	M.G.A. CO-ORDINATES	CLASS	ORDER	METHOD	ORIGIN
S.S.M.154919	289542.714	622201.582	C	4	SCMS
S.S.M.18688	289946.599	622939.801	C	4	SCMS
S.S.M.18689	289910.579	622897.923	C	4	SCMS
S.S.M.18687	290174.201	622898.528	C	4	SCMS
S.S.M.18161	290244.722	622951.258	C	4	SCMS
S.S.M.18688	290243.2	622910.4	U	U	SCMS
S.S.M.18689	290240.9	622910.4	U	U	SCMS
S.S.M.18688	290174.2	622942.8	C	4	TRAV
S.S.M.18689	290174.2	622942.8	U	U	TRAV
S.S.M.18687	290203.7	622928.3	U	U	TRAV
S.S.M.18687	290279.5	622947.14	U	U	TRAV

SOURCE - M.G.A. CO-ORDINATES WITH SCMS ORIGIN FROM LAND AND PROPERTY INFORMATION NSW DATED 21/7/16
 COMBINED SCALE FACTOR - 1.000782 ZONE-56

Surveyor: ROBERT BERNARD GALLAGHER
 Date of Survey: 17/4/16
 Surveyor's Ref: 22032 SUB4

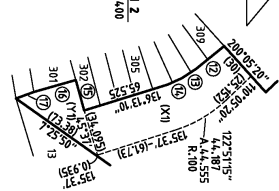
PLAN OF:
 SUBDIVISION OF
 LOT 297 DP 1206331

LGA: CAMDEN
 Locality: ELDERSLIE
 Subdivision No. 14.2014.1187.1
 Lengths are in metres. Reduction Ratio 1:2400



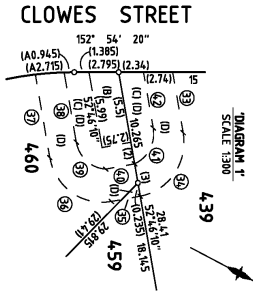
Registered
 8.6.2016
 DP1211020

DATUM LINE 'X'-'Y'
 SSM 154919-SSM 164897 129°41'18" - 451952 MGA GROUND
 SSM 164897-SSM 164897 67°17'10" - 451953 GRIFFITH TRAV
 SSM 164897-SSM 164897 67°17'10" - 228.726 (SURVEY TRAV)



PM CONNECTIONS (L4281)
 SSM196973 - SSM196975, 1619147 - 1614,9
 SSM196975 - SSM196987, 6572214 - 83,171,
 SSM196975 - SSM196974, 16470154 - 188,529

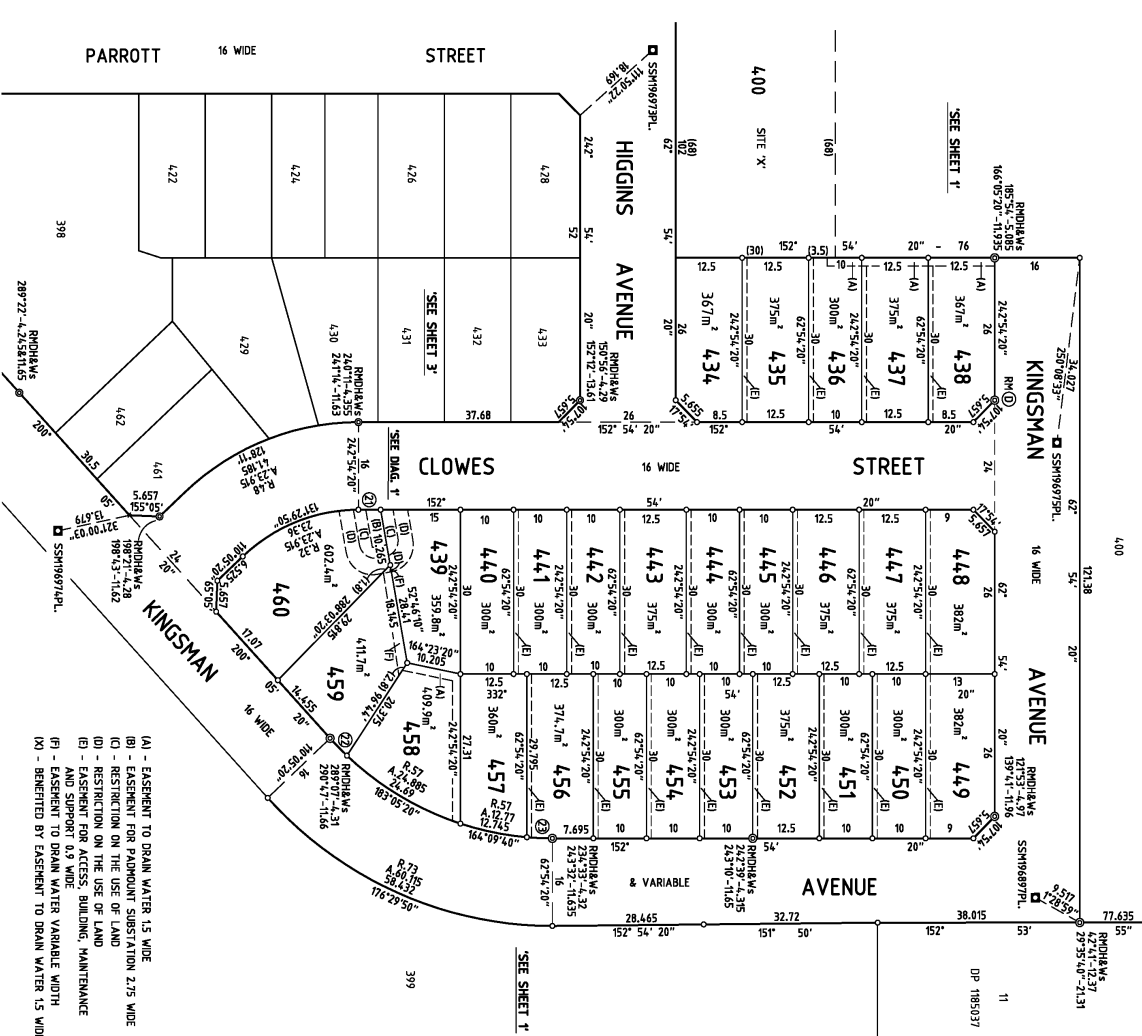
NO.	BEARING	DISTANCE	ARC	RADIUS
21	S52°54'20"	4.892	4.47	57
22	T7°50'44"	4.467	4.47	57
23	S51°19'30"	4.81	4.812	57



NO.	BEARING	DIST.	ARC	RADIUS
33	S52°54'20"	4.595	5	5
34	S7°42'44"	7.081	7.8651	5
35	S42°16'20"	7.251	7.8651	5
36	S87°16'20"	7.071	7.8651	5
37	S52°54'20"	6.6751	6.6751	5
38	S52°54'20"	6.6751	6.6751	5
39	S87°16'20"	6.42431	6.42431	3
40	S42°16'20"	6.42431	6.42431	3
41	S7°42'44"	7.071	7.071	3
42	S52°54'20"	4.715	4.715	3

NO.	BEARING	DISTANCE	TYPE	ORIGIN
D	177°35'	4.58	DRAWN	PLACED
	153°22'	11.585	DRAWN	PLACED

0 20 40 60 80 100 120 140 160 180 200 220 240 260 280 300



Surveyor: ROBERT BERNARD GALLAGHER
 Date of Survey: 17/4/16
 Surveyor's Ref: 22032 SUB84

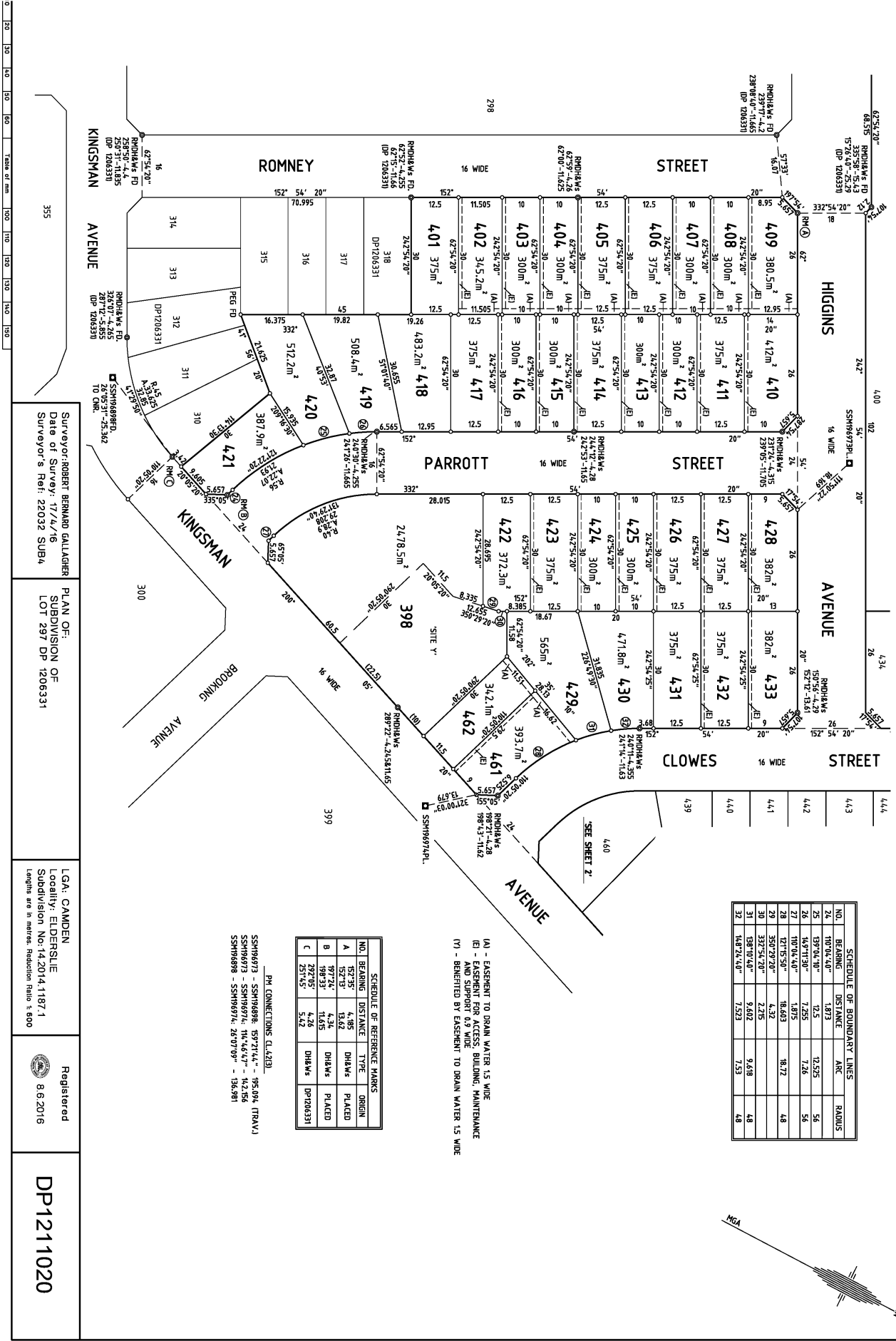
PLAN OF:
 SUBDIVISION OF
 LOT 297 DP 1206331

LGA: CAMDEN
 Locality: ELDERSLIE
 Subdivision No. 14.2014.1187.1
 Lengths are in metres. Reduction Ratio 1:800

Registered
 8.6.2016

DP1211020

- (A) - EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (C) - RESTRICTION ON THE USE OF LAND
- (D) - RESTRICTION ON THE USE OF LAND
- (E) - EASEMENT FOR ACCESS, BUILDING, MAINTENANCE AND SUPPORT 0.9 WIDE
- (F) - EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (X) - BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE



NO.	BEARING	DISTANCE	ARC	RADIUS
24	109°04'40"	1.873	12.525	56
25	139°04'40"	12.5	7.255	56
26	149°11'30"	7.255	7.26	56
27	109°04'40"	1.875	18.172	48
28	127°15'50"	18.603	18.172	48
29	330°29'20"	4.32	9.638	48
30	332°54'20"	9.632	9.638	48
31	138°10'40"	7.523	7.53	48
32	148°28'40"	7.523	7.53	48

NO.	BEARING	DISTANCE	TYPE	ORIGIN
A	52°35'	4.195	DRAWN	PLAIED
B	109°24'	6.32	DRAWN	PLAIED
C	292°05'	4.26	DRAWN	DP1206331
	251°45'	5.42	DRAWN	DP1206331

PM CONNECTIONS (L42B)
 SSM196873 - SSM196898, 159°21'44" - 195.094, (TRAV)
 SSM196873 - SSM196874, 114°46'47" - 142.154
 SSM196898 - SSM196974, 28°07'09" - 136.981

Surveyor: ROBERT BERNARD GALLAGHER
 Date of Survey: 17/4/16
 Surveyor's Ref: 22032 SUB/4

PLAN OF:
 SUBDIVISION OF
 LOT 297 DP 1206331

LGA: CAMDEN
 Locality: ELDELSLIE
 Subdivision No. 14/2014, 1187/1
 Lengths are in metres. Reduction Ratio 1:600




Registered
 8.6.2016
 DP1211020

PLAN FORM 6 (2013)

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DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 5 sheet(s)															
<p style="text-align: right;">Office Use Only</p> <p>Registered:  8.6.2016</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<h1 style="margin: 0;">DP1211020</h1>																
<p>PLAN OF SUBDIVISION OF LOT 297 DP 1206331</p>	<p>LGA: CAMDEN</p> <p>Locality: ELDERSLIE</p> <p>Parish: NARELLAN</p> <p>County: CUMBERLAND</p>																
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, ROBERT BERNARD GALLAGHER of PROUST & GARDNER CONSULTING PTY LTD a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>* (a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 17/4/16</p> <p>* (b) The part of the land shown in the plan (*being/*excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</p> <p>* (c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature: <i>R.B. Gallagher</i> Dated: 28/4/16</p> <p>Surveyor ID: 1082</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level Undulating / *Steep Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>																
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>Daniel Streater</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <i>[Signature]</i></p> <p>Accreditation number: -</p> <p>Consent Authority: <u>Camden Council</u></p> <p>Date of endorsement: <u>27-5-2016</u></p> <p>Subdivision Certificate number: <u>14-2014-1187-1</u></p> <p>File number: <u>DA/2014/1187</u></p> <p>*Strike through if inapplicable.</p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE PARROTT STREET, CLOWES STREET AND THE EXTENSIONS OF KINGSMAN AVENUE AND HIGGINS AVENUE TO THE PUBLIC AS PUBLIC ROAD.</p>																
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Plans used in the preparation of survey/compilation.</p> <table style="width: 100%; border: none;"> <tr> <td>DP1200812</td> <td>DP1059355</td> <td>DP1185037</td> </tr> <tr> <td>DP1069470</td> <td>DP227489</td> <td>DP1129377</td> </tr> <tr> <td>DP1129378</td> <td>DP1121800</td> <td>DP1069470</td> </tr> <tr> <td>DP1197041</td> <td>DP1197425</td> <td>DP1109169</td> </tr> <tr> <td>DP1206331</td> <td></td> <td></td> </tr> </table> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p> <p>Surveyor's Reference: 22032 SUB4</p>		DP1200812	DP1059355	DP1185037	DP1069470	DP227489	DP1129377	DP1129378	DP1121800	DP1069470	DP1197041	DP1197425	DP1109169	DP1206331		
DP1200812	DP1059355	DP1185037															
DP1069470	DP227489	DP1129377															
DP1129378	DP1121800	DP1069470															
DP1197041	DP1197425	DP1109169															
DP1206331																	


PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

<p>Registered:  8.6.2016</p>	<p>Office Use Only</p>
<p>Office Use Only</p>	<p>Office Use Only</p>
<p>PLAN OF SUBDIVISION OF LOT 297 DP 1206331</p>	<p>DP1211020</p>
<p>Subdivision Certificate number: <u>14.2014.1187.1</u> Date of Endorsement: <u>27.5.2016</u></p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (B)
3. RESTRICTION ON THE USE OF LAND (C)
4. RESTRICTION ON THE USE OF LAND (D)
5. EASEMENT FOR ACCESS, BUILDING, MAINTENANCE AND SUPPORT 0.9 WIDE (E)
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. EASEMENT TO DRAIN WATER VARIABLE WIDTH (F)


.....
Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 22032 SUB4

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Registered:  8.6.2016

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF
LOT 297 DP 1206331

DP1211020

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

Subdivision Certificate number: 14.2014.1187.1

Date of Endorsement: 27.5.2016

STREET ADDRESSES

LOT	STREET NO	STREET NAME	STREET TYPE	LOCALITY
398	17-25	Kingsman	Avenue	Elderslie
399	N/A			
400	N/A			
401	12	Romney	Street	Elderslie
402	14	Romney	Street	Elderslie
403	16	Romney	Street	Elderslie
404	18	Romney	Street	Elderslie
405	20	Romney	Street	Elderslie
406	22	Romney	Street	Elderslie
407	24	Romney	Street	Elderslie
408	26	Romney	Street	Elderslie
409	28	Romney	Street	Elderslie
410	2	Parrott	Street	Elderslie
411	4	Parrott	Street	Elderslie
412	6	Parrott	Street	Elderslie
413	8	Parrott	Street	Elderslie
414	10	Parrott	Street	Elderslie
415	12	Parrott	Street	Elderslie
416	14	Parrott	Street	Elderslie
417	16	Parrott	Street	Elderslie
418	18	Parrott	Street	Elderslie
419	20	Parrott	Street	Elderslie
420	22	Parrott	Street	Elderslie
421	15	Kingsman	Avenue	Elderslie
422	13	Parrott	Street	Elderslie
423	11	Parrott	Street	Elderslie
424	9	Parrott	Street	Elderslie
425	7	Parrott	Street	Elderslie
426	5	Parrott	Street	Elderslie
427	3	Parrott	Street	Elderslie
428	1	Parrott	Street	Elderslie
429	20	Clowes	Street	Elderslie
430	18	Clowes	Street	Elderslie
431	16	Clowes	Street	Elderslie
432	14	Clowes	Street	Elderslie
433	12	Clowes	Street	Elderslie
434	10	Clowes	Street	Elderslie
435	8	Clowes	Street	Elderslie
436	6	Clowes	Street	Elderslie
437	4	Clowes	Street	Elderslie
438	2	Clowes	Street	Elderslie
439	19	Clowes	Street	Elderslie

LOT	STREET NO	STREET NAME	STREET TYPE	LOCALITY
440	17	Clowes	Street	Elderslie
441	15	Clowes	Street	Elderslie
442	13	Clowes	Street	Elderslie
443	11	Clowes	Street	Elderslie
444	9	Clowes	Street	Elderslie
445	7	Clowes	Street	Elderslie
446	5	Clowes	Street	Elderslie
447	3	Clowes	Street	Elderslie
448	1	Clowes	Street	Elderslie
449	53	Kingsman	Avenue	Elderslie
450	51	Kingsman	Avenue	Elderslie
451	49	Kingsman	Avenue	Elderslie
452	47	Kingsman	Avenue	Elderslie
453	45	Kingsman	Avenue	Elderslie
454	43	Kingsman	Avenue	Elderslie
455	41	Kingsman	Avenue	Elderslie
456	39	Kingsman	Avenue	Elderslie
457	37	Kingsman	Avenue	Elderslie
458	35	Kingsman	Avenue	Elderslie
459	33	Kingsman	Avenue	Elderslie
460	31	Kingsman	Avenue	Elderslie
461	29	Kingsman	Avenue	Elderslie
462	27	Kingsman	Avenue	Elderslie


Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 22032 SUB4


PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

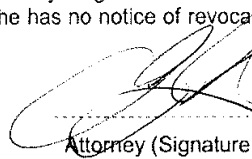
Office Use Only Registered:  8.6.2016 PLAN OF SUBDIVISION OF LOT 297 DP 1206331 Subdivision Certificate number: <u>14.2014.1187.1</u> Date of Endorsement: <u>27.5.2016</u>	Office Use Only <div style="text-align: center; font-size: 2em; font-weight: bold;">DP1211020</div> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
---	---

SIGNATURES AND SEALS

AVJENNINGS PROPERTIES LIMITED – POWER OF ATTORNEY

Signed by AVJennings Properties Limited (ACN 004 601 503) by their attorney GEORGE DINIAKOS pursuant to power of attorney Registered with Land and Property Information (NSW) Book 4689 No. 223 who declares that he has no notice of revocation of same in the presence of:

Melvin
 Witness (Signature)

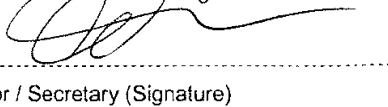

 Attorney (Signature)

SHARMALE HERBISON
 Name of Witness (Print Name)

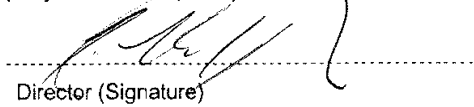
11 BROOKHOLLOW AVENUE
BAULKHAM HILLS NSW 2153
 Address of Witness (Print Address)

INVESTA RESIDENTIAL ESTATES PTY LTD – POWER OF ATTORNEY


Signed by AVJennings Properties SPV No 9 Pty Ltd (ACN 127 464 555) who signed this instrument on behalf of Investa Residential Estates Pty Ltd (ACN 054 228 929) pursuant to power of attorney dated 18 November 2014 Registered with Land and Property Information (NSW) Book 4689 No. 576:


 Director / Secretary (Signature)

Carl Thompson
 Name of Director / Secretary (Print Name)


 Director (Signature)

LARRY MANAFFRY
 Name of Director (Print Name)


 Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 22032 SUB4


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

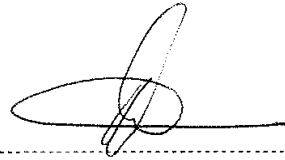
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

<p>Office Use Only</p> <p>Registered:  8.6.2016</p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1211020</p>
<p>PLAN OF SUBDIVISION OF LOT 297 DP 1206331</p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
<p>Subdivision Certificate number: <u>14.2014.1187.1</u></p> <p>Date of Endorsement: <u>27.5.2016</u></p>	

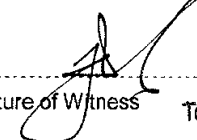
SIGNATURES AND SEALS

Signed, sealed and delivered for CBA Corporate Services (NSW) Pty Ltd (ACN 072 765 434) by its attorney under power of attorney New South Wales Book 4659 No 765 and the Attorney declares that the Attorney has not received any notice of the revocation of such Power of Attorney, in the presence of:



Signature of Attorney
Aaron Lind
Director
of Commonwealth Bank of Australia


Name of Attorney in full


Signature of Witness
Tony Di Paolo
Director
of Commonwealth Bank of Australia

Name of Witness in full

Level 21, 727 Collins Street
Melbourne VIC 3008

Address of Witness in full


Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 22032 SUB4

ePlan

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

Sheet 1 of 13 Sheets

Plan:
DP1211020

Plan of Subdivision of
 Lot 297 DP 1206331

Covered by Subdivision Certificate
 No. 14.2014.1187.1

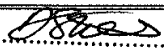
**Full name and address
 of the owner of the Land:**

AVJennings Properties Limited
 11-13 Brookhollow Ave
 Baulkham Hills NSW 2153

Investa Residential Estates Pty Ltd
 Level 7, Deutsche Bank Place
 126 Phillip Street
 Sydney NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (A)	402 403 404 405 406 407 408 409 436 437 438 458 461 462	401 401, 402 401, 402, 403 401, 402, 403, 404 401, 402, 403, 404, 405 401, 402, 403, 404, 405, 406 401, 402, 403, 404, 405, 406, 407 401, 402, 403, 404, 405, 406, 407, 408 Pt 400 – Site 'X' Pt 400 – Site 'X' Pt 400 – Site 'X' 457, 459, 460 462, Pt 398 – Site 'Y' Pt 398 – Site 'Y'
2	Easement for Padmount Substation 2.75 wide (B)	460	Endeavour Energy



 Council Authorised Person

Plan:
DP1211020

Plan of Subdivision of
 Lot 297 DP 1206331

Covered by Subdivision Certificate
 No. 14.2014.1187.1

PART 1 (cont'd)

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
3	Restriction on the Use of Land (C)	Pt.439 Designated (C), Pt.460 Designated (C)	Endeavour Energy
4	Restriction on the Use of Land (D)	Pt.439 Designated (D), Pt.459 Designated (D), Pt.460 Designated (D)	Endeavour Energy
5	Easement for Access, Building, Maintenance and Support 0.9 wide (E)	402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 423 424 425 426 427 428 432 433 435 436 437 438 441 442	401 402 403 404 405 406 407 408 411 412 413 414 415 416 417 422 423 424 425 426 427 431 432 434 435 436 437 440 441

.....
 Council Authorised Person

Plan:
DP1211020

Plan of Subdivision of
 Lot 297 DP 1206331

Covered by Subdivision Certificate
 No. 14 2014 1187.1

PART 1 (cont'd)

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
5	Easement for Access, Building, Maintenance and Support 0.9 wide (E) (cont'd)	443 444 445 446 447 448 449 450 451 452 453 454 455 456 461	442 443 444 445 446 447 450 451 452 453 454 455 456 457 462
6	Restriction on the Use of Land	401 - 462 incl.	Camden Council
7	Restriction on the Use of Land	Each lot except Lots 398, 399 & 400	Every other lot except Lots 398, 399 & 400
8	Restriction on the Use of Land	Each lot except Lots 398, 399 & 400	Every other lot except Lots 398, 399 & 400
9	Easement to Drain Water variable width (F)	459	460

.....
 Council Authorised Person

Plan:
DP1211020

Plan of Subdivision of
Lot 297 DP 1206331

Covered by Subdivision Certificate
No. 14.2014.1187.1

PART 2 (Terms)

Terms of Easement for Padmount Substation (B) secondly referred to in the abovementioned plan:

The terms set out in Memorandum No. AK104621K registered at Land and Property Information NSW are incorporated in this document.

Terms of Restriction on the Use of Land (C) thirdly referred to in the abovementioned plan:

1. Definitions:

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


.....
Council Authorised Person

Plan:
DP1211020

Plan of Subdivision of
Lot 297 DP 1206331

Covered by Subdivision Certificate
No. 14.2014.1187.1

PART 2 (cont'd)

Terms of Restriction on the Use of Land (C) thirdly referred to in the abovementioned plan (cont'd):

4. Lessee of Endeavour Energy's Distribution System

- 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.
- 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

Terms of Restriction on the Use of Land (D) fourthly referred to in the abovementioned plan:

1. Definitions:

- 1.1 **erect** includes construct, install, build and maintain.
 - 1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
2. No swimming pool or spa shall be erected or permitted to remain within the restriction site.

3. Lessee of Endeavour Energy's Distribution System

- 3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.
- 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.


.....
Council Authorised Person

Plan:

Plan of Subdivision of
Lot 297 DP 1206331

Covered by Subdivision Certificate
No. 14.2014.1187.1

DP1211020

PART 2 (cont'd)

Terms of Easement for Access, Building, Maintenance and Support (E) fifthly referred to in the abovementioned plan:

1. The owner of the lot benefited may:
 - 1.1 at the expiration of at least one week's notice served on the owner or occupier of the lot burdened, enter and use the area of the easement for the purpose of carrying out work (including building, repairs and maintenance) on, or on any structure on, the lot benefited which cannot otherwise reasonably be carried out; and
 - 1.2 do anything reasonably necessary for that purpose, including:
 - a) entering the lot burdened to gain access to the site of the easement; and
 - b) taking anything on to the lot burdened.
 - 1.3 insist that the surface level within the easement area be maintained to provide support for any structure erected on the lot benefited.
2. In exercising those powers, the owner of the lot benefited must:
 - 2.1 ensure all work on the lot benefited is done properly and is carried out as quickly as is practicable; and
 - 2.2 cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
 - 2.3 cause as little damage as is practicable to the lot burdened and any improvement on it; and
 - 2.4 restore the lot burdened as nearly as is practicable to its former condition; and
 - 2.5 make good any collateral damage.
3. The owner of the lot burdened must not:
 - 3.1 erect any building or other structure of any kind on or over the site of the easement excepting eaves, guttering, gables or similar structures; or
 - 3.2 interfere with the surface level within the site of the easement or use the site of the easement in a way that may affect the stability or support of a structure erected on the lot benefited.

.....
Council Authorised Person

Plan:
DP1211020

Plan of Subdivision of
Lot 297 DP 1206331

Covered by Subdivision Certificate
No. 14.2014.1187.1

PART 2 (cont'd)


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

No dwelling is to be constructed nor any earthworks or infrastructure works are to be carried out on the lot(s) hereby burdened unless such works are carried out in accordance with the Saline Soil Management Plan provided in the report titled Proposed Residential Subdivision Development Lot 10 DP 1085037 – Lodges Road Elderslie Salinity Assessment prepared by Geotechnique Pty Ltd Ref: 13243/2-AD dated 11 December 2014.

A copy of this report is held at Camden Council under file reference DA 1187/2014.

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

1. 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.
2. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by AVJennings Properties Limited without the consent of AVJennings Properties Limited or their nominees other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to AVJennings Properties Limited or their nominees and in favour of any person dealing with the purchasers of its 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 restriction in regard to fencing shall be binding on a purchaser, its executors and administrators and assigns only during the ownership of the said adjoining lands by AVJennings Properties Limited or their nominees other than purchasers on sale.
3. The terms of the restrictions hereby created shall expire and be of no further force and effect from the date expiring three (3) years after the date of registration of the Deposited Plan pursuant to which these restrictions are created.
4. Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.


.....
Council Authorised Person

Plan:
DP1211020

Plan of Subdivision of
Lot 297 DP 1206331

Covered by Subdivision Certificate
No. 14.2014.1187.1


PART 2 (cont'd)

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

1. No fencing of the side or rear boundaries of the burdened lot shall be permitted unless constructed of lapped timber.
2. No metal fencing is permitted on the side or rear boundaries of the burdened lot.
3. No fencing shall be permitted forward of the front building line.
4. Side fencing on corner lots may incorporate a combination of timber and masonry to complement the house design in accordance with Camden DCP.
5. The terms of these restrictions shall expire and be of no further force and effect from the date expiring five (5) years after the date of registration of the deposited plan pursuant to which these restrictions are created.
6. Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
7. The parties whose consent is required to release, vary or modify these restrictions are AVJennings Properties Limited or their nominees for such period as they are the registered proprietor/s of any burdened lot or for the period of five (5) years from the date of registration of the deposited plan pursuant to which these restrictions are created whichever is the latter.

Name of person/s and authority whose consent is required to release, vary or modify the terms of the Easements to Drain Water firstly and ninthly referred to in the abovementioned plan:

The registered proprietor/s of the benefited lots and Camden Council.


.....
Council Authorised Person

Plan:
DP1211020

Plan of Subdivision of
Lot 297 DP 1206331

Covered by Subdivision Certificate
No. 14.2014.1187.1

PART 2 (cont'd)

Name of authority empowered to release, vary or modify the terms of the Easement for Padmount Substation secondly referred to, and the Restrictions on the Use of Land thirdly and fourthly referred to in the abovementioned plan:

Endeavour Energy

Name of person(s) empowered to release, vary or modify the terms of the Easement for Access, Building, Maintenance and Support fifthly referred to in the abovementioned plan


The registered proprietor/s for the time being of the benefited lots.

Name of authority empowered to release, vary or modify the terms of the Restriction on the Use of Land sixthly referred to in the abovementioned plan:

Camden Council

Name of person(s) empowered to release, vary or modify the terms of the Restriction on the Use of Land seventhly referred to in the abovementioned plan:

The registered proprietors for the time being of the benefited lots.


.....
Council Authorised Person

Plan:
DP1211020

Plan of Subdivision of
Lot 297 DP 1206331

Covered by Subdivision Certificate
No. 14.2014.1187.1

SIGNATURES AND SEALS

Signed on behalf of Endeavour Energy
ABN 59 253 130 878 by its Attorney
pursuant to Power of Attorney Book 4705
No 566 in the presence of:

H

Dears

Signature of Witness

Deborah Pears

Name of Witness in full

Address of Witness
C/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

H

Signature of Attorney

Name: Helen Smith
Position: Manager Property & Fleet
Date of Execution: 2 MAY 2016.

Reference: URS 16409

Shee

.....
Council Authorised Person

CK

Plan:
DP1211020

Plan of Subdivision of
Lot 297 DP 1206331

Covered by Subdivision Certificate
No. 14.2014.1187.1

SIGNATURES AND SEALS

AVJENNINGS PROPERTIES LIMITED – POWER OF ATTORNEY

Signed by **AVJennings Properties Limited (ACN 004 601 503)** by their attorney George Diniakos pursuant to power of attorney Registered with Land and Property Information (NSW) Book 4689 No. 223 who declares that he has no notice of revocation of same in the presence of:

[Signature]
Witness (Signature)

[Signature]
Attorney (Signature)

SHARFANX HELLISON
Name of Witness (Print Name)

11 BROOKHOLLOW AVENUE
BAULKHAM HILLS NSW 2157
Address of Witness (Print Address)

INVESTA RESIDENTIAL ESTATES PTY LTD – POWER OF ATTORNEY

Signed by **AVJennings Properties SPV No 9 Pty Ltd (ACN 127 464 555)** who signed this Instrument on behalf of **Investa Residential Estates Pty Ltd (ACN 054 228 929)** pursuant to power of attorney dated 18 November 2014 Registered with Land and Property Information (NSW) Book 4680 No. 576:

[Signature]
Director / Secretary (Signature)

Carl Thompson
Name of Director / Secretary
(Print Name)

[Signature]
Director (Signature)

LARRY MAHAFFY
Name of Director
(Print Name)

[Signature]
Council Authorised Person

ePlan
Sheet 12 of 13 Sheets

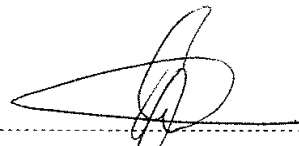
Plan:
DP1211020

Plan of Subdivision of
Lot 297 DP 1206331

Covered by Subdivision Certificate
No. **14.2014.1187.1**

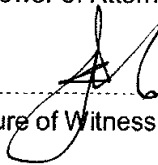
SIGNATURES AND SEALS

Signed, sealed and delivered for CBA
Corporate Services (NSW) Pty Ltd (ACN 072
765 434) by its attorney under power of attorney
New South Wales Book 4659 No 765
and the Attorney declares that the Attorney has
not received any notice of the revocation of
such Power of Attorney, in the presence of:



Signature of Attorney
Aaron Lind
Director
of Commonwealth Bank of Australia

Signature of Witness




Tony Di Paolo
Director
of Commonwealth Bank of Australia

Name of Witness in full

Level 21, 727 Collins Street
Melbourne VIC 3008

Address of Witness in full

Name of Attorney in full


Council Authorised Person


Plan:
DP1211020

Plan of Subdivision of
Lot 297 DP 1206331

Covered by Subdivision Certificate
No. 14.2014.1187.1

SIGNATURES AND SEALS

Signed on behalf of Camden Council by its Authorised Person in the presence of:




Signature of Witness

Sugale Mohamed

Name of Witness in full

C/- Camden Council
37 John Street, Camden NSW 2570

Address of Witness in full

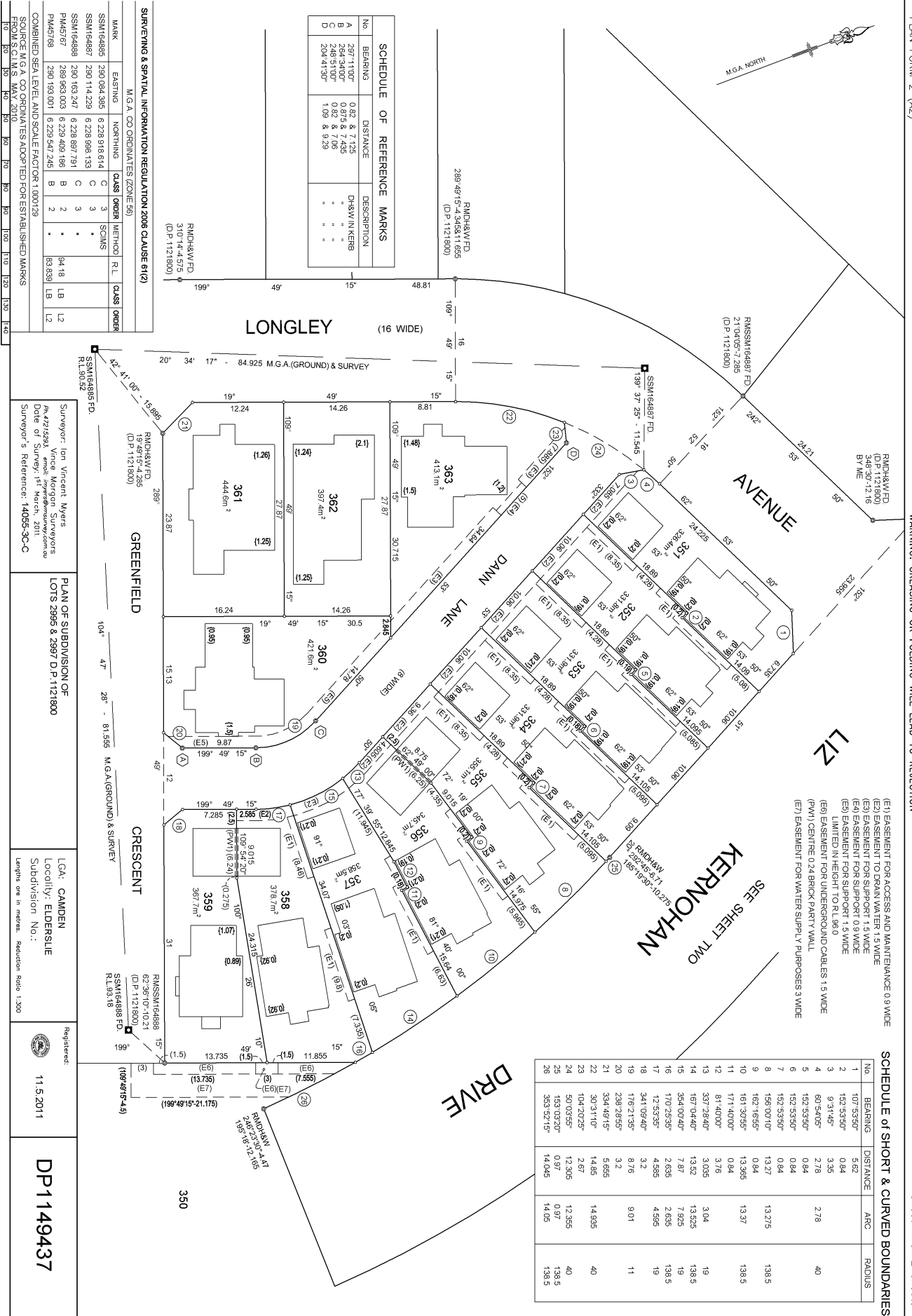


Signature of Authorised Person, Camden Council

Daniel Streater

Name of Authorised Person, Camden Council

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



No.	BEARING	DISTANCE	DESCRIPTION
A	297°11'00"	0.82 & 7.125	DR-8W IN KERB
B	248°34'00"	0.679 & 7.625	"
C	248°57'00"	0.62 & 9.25	"
D	204°41'30"	1.89 & 9.25	"

MARK	EASTING	NORTHING	CLASS	OPER	METHOD	R.L.	CLASS	OPER
SSM164885	290 084.395	6 228 918.614	C	3	SCIMS			
SSM164887	290 114.229	6 228 988.193	C	3	SCIMS			
SSM164888	290 163.247	6 228 897.791	C	3	SCIMS			
PM45767	289 963.003	6 229 409.186	B	2	"	94.18	LB	L2
PM45768	290 193.001	6 229 547.245	B	2	"	83.839	LB	L2

SURVEYING & SPATIAL INFORMATION REGULATION 2006 CLAUSE 61(2)
 M.G.A. CO-ORDINATES (ZONE 56)
 RINDHAW FD 31014-4-575
 (D.P. 1121800)
 RINDHAW FD 31014-4-575
 (D.P. 1121800)

Surveyor: Ian Vincent Myers
 P/4275923
 Vice President, Morgan Surveyors
 Date of Survey: 1st March, 2011
 Surveyor's Reference: 14055-3C-C

PLAN OF SUBDIVISION OF
 LOTS 2898 & 2897 D.P. 1121800

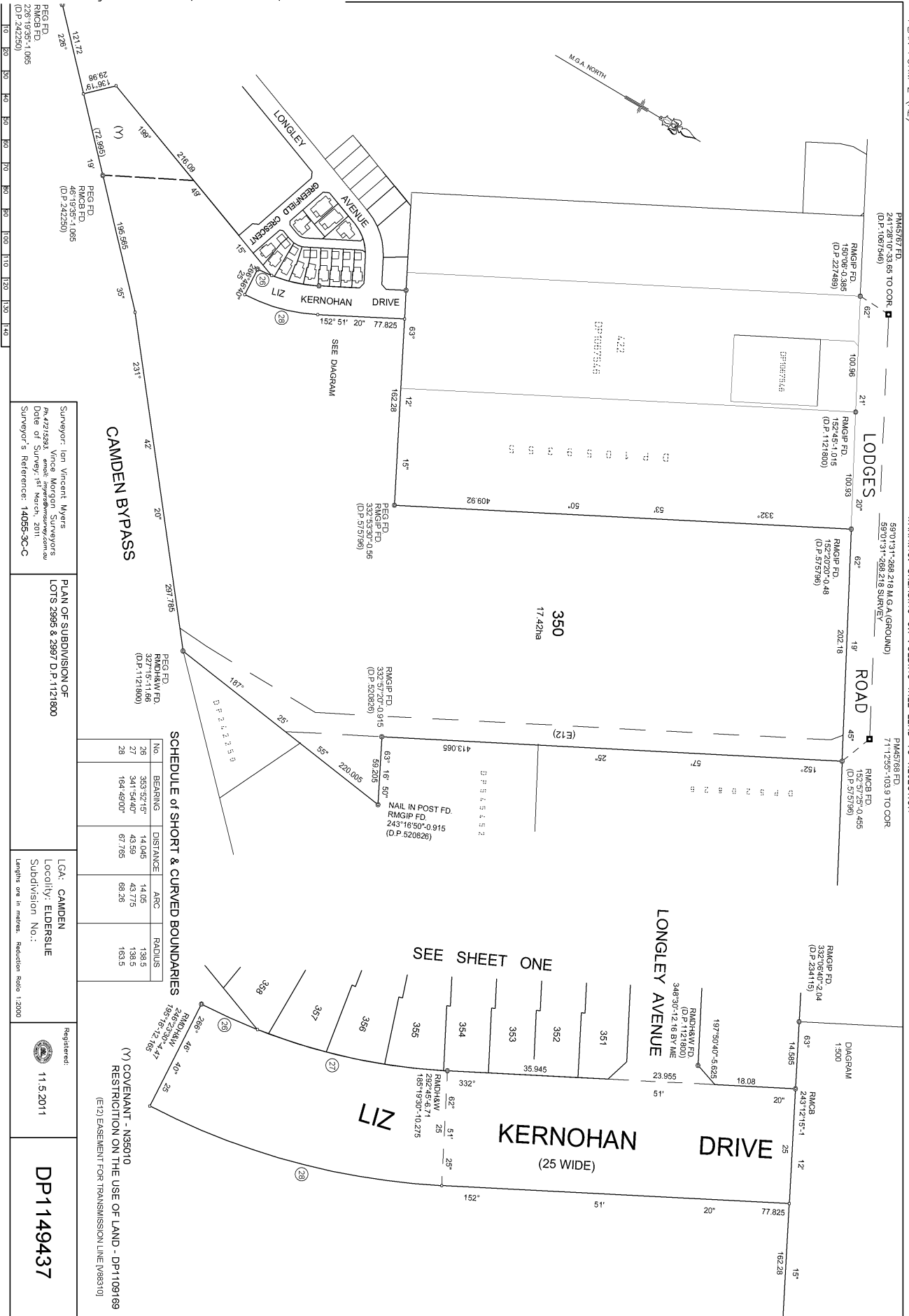
LGA: CAMDEN
 Locality: ELDERSLIE
 Subdivision No.:
 Lengths are in metres. Reduction Ratio 1:300

Registered:
 11.5.2011
DP1149437

No.	BEARING	DISTANCE	ARC	RADIUS
1	107°53'50"	5.62		
2	152°53'50"	0.94		
3	9°31'45"	3.35		
4	60°54'05"	2.78		
5	152°53'50"	0.94		
6	152°53'50"	0.94		
7	152°53'50"	0.94		
8	156°00'10"	13.27		
9	162°16'55"	0.84		
10	161°30'55"	13.385		
11	171°40'00"	0.84		
12	81°40'00"	3.76		
13	337°28'40"	3.035		
14	167°04'40"	13.52		
15	354°00'40"	7.87		
16	170°25'35"	2.635		
17	12°53'35"	4.565		
18	341°09'40"	3.2		
19	176°21'35"	8.76		
20	238°28'55"	3.2		
21	334°49'15"	5.655		
22	30°31'10"	14.95		
23	104°20'29"	2.97		
24	50°03'55"	12.305		
25	153°03'20"	0.97		
26	353°52'15"	14.045		

- (E1) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE
- (E2) EASEMENT FOR DRAIN WATER 1.5 WIDE
- (E3) EASEMENT FOR SUPPORT 1.5 WIDE
- (E4) EASEMENT FOR SUPPORT 0.9 WIDE
- (E5) EASEMENT FOR SUPPORT 1.5 WIDE LIMITED IN HEIGHT TO R.L. 96.0
- (E6) EASEMENT FOR UNDERGROUND CABLES 1.5 WIDE
- (E7) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE

SEE SHEET TWO
 KERNOHAN



CAMDEN BYPASS

SCHEDULE OF SHORT & CURVED BOUNDARIES

NO.	BEARING	DISTANCE	ARC	RADIUS
26	S63°52'15"	14.045	14.05	138.5
27	S41°34'40"	43.39	43.175	138.5
28	S04°59'00"	61.769	68.26	163.3

(V) COVENANT - N35010
 RESTRICTION ON THE USE OF LAND - DP1109169
 (E12) EASEMENT FOR TRANSMISSION LINE [V08310]

Surveyor: Ian Vincent Myers
 P44275923
 Date of Survey: 1st March, 2011
 Surveyor's Reference: 14056-3C-C

PLAN OF SUBDIVISION OF
 LOTS 2898 & 2897 D.P. 1121800

LGA: CAMDEN
 Locality: ELDERSLIE
 Subdivision No.:

Registered:
 11.5.2011

DP1149437

PLAN FORM 6 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheets

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



DP1149437 S

IT IS INTENDED TO DEDICATE DANN LANE, LIZ KERNOHAN DRIVE AND THE SPLAY CORNERS TO THE PUBLIC AS PUBLIC ROAD.

[Handwritten Signature]

POR AND ON BEHALF OF AVJENNINGS PROPERTIES LIMITED BY ITS ATTORNEY JOHN MARTIN VAGULANS PURSUANT TO POWER OF ATTORNEY BOOK 4562 NO. 697 AND DECLARE THAT WE HAVE NO NOTICE OF REVOCATION

WITNESS: *[Handwritten Signature]*
PAUL TARASENKO

11-13 BROOKHOLLOW AVE
SAUKHAM HILLS NSW

ANZ Fiduciary Services Pty Ltd
ABN 91100709493 by its duly
Authorised attorney, Theona
Kalogeratos

[Handwritten Signature]
Truc Le
Full Name Witness

Undelex Power of Attorney Book 4580 No.464
27/04/2011

18100 QUEEN ST MELB.
Address of Witness

Date Use PLAN FORM 6A Consenting Party's Sig. for additional certificates, signatures, seals and statements

Registered: 11.5.2011
Title System: TORRENS
Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOTS 2995 & 2997 D.P.1121800

L G A: CAMDEN
Suburb: ELDESLIE
Parish: NARELLAN
County: CUMBERLAND

Survey Certificate

Surveying & Spatial Information Regulation, 2008

I, IAN VINCENT MYERS of VINCE MORGAN SURVEYORS PTY.LTD. Ph.47215293. Fax.47312821 email: imyers@vmsurvey.com.au a land surveyor registered under the Surveying & Spatial Information Act, 2002 certify that the survey represented in this plan is accurate, and has been made in accordance with the Surveying & Spatial Information Regulation, 2008 and was completed on 1st March, 2011.

the survey relates to Lots 350-363 (here specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey)

(Signature) *[Handwritten Signature]* Dated: 1st March, 2011.
Land Surveyor registered under the Surveying & Spatial Information Act, 2002

Crown Lands NSW/Western Lands Office Approval

I,in approving this plan certify
Authorised Officer
that all necessary approvals in regard to the allocation of the land shown hereon have been given.
Signature
Date:.....
File No:
Office:.....

Subdivision Certificate

I certify that the provisions of s. 109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed SUBDIVISION set out herein

(Insert 'subdivision' or 'new road')

[Handwritten Signature]
*Authorised Person/General Manager/ Accredited Certifier

Consent Authority Camden Council
Date of endorsement 18th April 2011
Accreditation No.
Subdivision Certificate No. 15/2011
File No. DA 656/2009

When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar General.

Orientation: SSM164885 SSM164887 Type: Urban

Plans used in preparation of survey.
D.P.1121800


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

SURVEYOR'S REFERENCE:14055-3C-C

*Delete whichever is inapplicable.

*OFFICE USE ONLY

PLAN FORM 6A (Annexure Sheet) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 2 sheets
PLAN OF SUBDIVISION OF LOTS 2995 & 2997 D.P.1121800	D.P.1149437	
	Registered:  11.5.2011	
Subdivision Certificate No.: 15/2011	Date of Endorsement: 18th April 2011	
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964 AS AMENDED IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none">1. EASEMENT TO DRAIN WATER 1.5 WIDE (E2)2. RESTRICTION ON THE USE OF LAND (R1)3. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (E1)4. EASEMENT FOR SUPPORT 1.5 WIDE (E3)5. EASEMENT FOR SUPPORT 0.9 WIDE (E4)6. RESTRICTION ON THE USE OF LAND (R2)7. EASEMENT FOR SUPPORT 1.5 WIDE (E5) LIMITED IN HEIGHT TO R.L.96.08. RESTRICTION ON THE USE OF LAND (R3)9. RESTRICTION ON THE USE OF LAND (R6)10. RESTRICTION ON THE USE OF LAND (R7)11. RESTRICTION ON THE USE OF LAND (R8)12. RESTRICTION ON THE USE OF LAND (P1)13. RESTRICTION ON THE USE OF LAND (R11)14. RESTRICTION ON THE USE OF LAND (R12)15. EASEMENT FOR UNDERGROUND CABLES 1.5 WIDE (E6)16. EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (E7)		
SURVEYOR'S REFERENCE:14055-3C-C		

*OFFICE USE ONLY

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



DP1149437 B

Plan of Subdivision of Lot 2995 and 2997
 DP1121800 covered by Subdivision Certificate
 No. 15/2011

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

AVJennings Properties Limited
 Level 2, 11-13 Brookhollow Avenue
 BAULKHAM HILLS NSW 2153

(Sheet 1 of 9 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (E2)	358 357 356 355 354 353 352 351	359 358 & 359 357-359 incl 356-359 incl 355-359 incl 354-359 incl 353-359 incl 352-359 incl
2	Restriction on the use of land (R1)	351-363 incl	Camden Council
3	Easement for Access & Maintenance 0.9 wide (E1)	352 353 354 355 356 357 358	351 352 353 354 355 356 357
4	Easement for Support 1.5 wide (E3)	363	Camden Council
5	Easement for Support 0.9 wide (E4)	363	Camden Council
6	Restriction on the Use of Land (R2)	351-359 incl	Camden Council
7	Easement for Support 1.5 wide (E5) limited in height to RL96.0	360	Camden Council
8	Restriction on the Use of Land (R3)	Each lot	Every other lot

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 Authorised Person
 Camden Council

Plan: **DP1149437**

Plan of Subdivision of Lot 2995 and 2997
 DP1121800 covered by Subdivision Certificate
 No. 15/2011

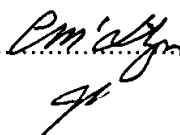
Full name and address
 of the owner of the land:

AVJennings Properties Limited
 Level 2, 11-13 Brookhollow Avenue
 BAULKHAM HILLS NSW 2153

(Sheet 2 of 9 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
9	Restriction on the use of land (R6)	351-359 incl	Camden Council
10	Restriction on the use of land (R7)	351-359 incl	Camden Council
11	Restriction on the use of land (R8)	351-359 incl	Camden Council
12	Positive Covenant (P1)	351-359 incl	Camden Council
13	Restriction on the use of land (R11)	Each lot except 350 & 360-363 incl.	Every other lot except 350 & 360-363 incl.
14	Restriction on the use of land (R12)	Each lot except 350 & 360-363 incl.	Every other lot except 350 & 360-363 incl.
15	Easement for Underground Cables 1.5 wide (E6)	350	Endeavour Energy ABN 59 253 130 878
16	Easement for Water Supply Purposes 3 wide (E7)	350	Sydney Water Corporation

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 Authorised Person
 Camden Council

Plan: **DP1149437**

Plan of Subdivision of Lot 2995 and 2997
DP1121800 covered by Subdivision Certificate
No. 15/2011

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

AVJennings Properties Limited
Level 2, 11-13 Brookhollow Avenue
BAULKHAM HILLS NSW 2153

(Sheet 3 of 9 Sheets)

Part 2 (Terms)

1. Terms of Restrictions on the Use of Land (R1) secondly referred to in the abovementioned plan

No footing for any proposed residence will be permitted to remain on the lots hereby burdened unless such footings have been designed by a suitably qualified civil and/or structural engineer.

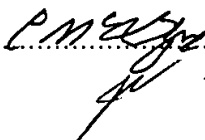
2. Terms of Easements for Access & Maintenance 0.9 wide (E1) thirdly referred to in abovementioned plan

The full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the lot benefited or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from the time and at all times to enter upon the lot burdened and to remain there for any reasonable time with any tools, implements or machinery necessary for the purpose of renewing, replacing, painting, repairing and maintaining the residence adjacent to the easement and to enter upon the lot burdened and to remain there for any reasonable time for the said purpose and the registered proprietor for the time being of the lot hereby burdened shall not erect or permit to be erected any building or other structure of any kind or description on or over the said easement with the exception of the eave and gutter of any main building erected on the subject lot and any underground utility services appurtenant to such main building and any pathway or patio erected on the subject lot.

3. Terms of Easement for Support 1.5 and 0.9 wide (E3), (E4) and (E5) fourthly, fifthly and seventhly referred to in the abovementioned plan

The owner of the lot burdened must not:

- (a) interfere with the batter or embankment or the support it offers the adjoining road, or

.....

Authorised Person
Camden Council

Plan: **DP1149437**

Plan of Subdivision of Lot 2995 and 2997
DP1121800 covered by Subdivision Certificate
No. 15 / 2011

**Full name and address
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AVJennings Properties Limited
Level 2, 11-13 Brookhollow Avenue
BAULKHAM HILLS NSW 2153

(Sheet 4 of 9 Sheets)

Part 2 (Terms)

(b) use the site of this easement in a way which may detract from the stability of or the support provided by the batter or embankment

4. Terms of Restriction on the use of Land (R2) sixthly referred to in the abovementioned plan

No dwellings will be permitted to be constructed on the lots hereby burdened unless such dwellings comply with the required façade acoustic treatments and ventilation requirements as outlined in the acoustic report prepared by PKA Acoustic Consultants ref: 210 046 dated 30.04.10 and is titled "Acoustic Assessment -Elderslie Infill Stage 3C".

5. Terms of Restriction on the use of Land (R3) eighthly referred to in the abovementioned plan

No development will be permitted on the lots hereby burdened unless such development is in accordance with design guidelines contained in registered Memorandum AC65202U


This restriction will cease to have effect once AV Jennings Properties Limited is no longer the owner of any lot within the abovementioned plan.

6. Terms of Restriction on the Use of Land (R6) ninthly referred to in the abovementioned plan

No building will be permitted to be erected or remain on the lots hereby burdened unless the building envelope, height and associated private open space requirements comply with the provisions of Development Control Plan 124-Elderslie.

7. Terms of Restrictions on the Use of Land (R7) tenthly referred to in the abovementioned plan

No dwelling will be permitted to remain on the lots hereby burdened unless such dwelling has a rainwater collection tank connected to the roofwater drainage system, to be used for garden watering and toilet flushing.

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Authorised Person
Camden Council

Plan: **DP1149437**

Plan of Subdivision of Lot 2995 and 2997
DP1121800 covered by Subdivision Certificate
No. 15/2011

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AVJennings Properties Limited
Level 2, 11-13 Brookhollow Avenue
BAULKHAM HILLS NSW 2153

(Sheet 5 of 9 Sheets)

Part 2 (Terms)

8. Terms of Restrictions on the Use of Land (R8) eleventhly referred to in the abovementioned plan

No combustion heaters or wood burning fireplaces are permitted to be used in any dwelling to be erected on the burdened lots.

9. Terms of Positive Covenant (P1) twelfthly referred to in the abovementioned plan

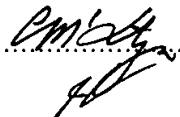
The Registered Proprietor of the lots hereby burdened must ensure that all waste and recycling bins are kept behind the building line and are not visible from the adjoining street.

10. Terms of Restrictions on the Use of Land (R11) thirteenthly referred to in the abovementioned plan

No signage, including "For Sale" signs, will be permitted on the lots hereby burdened for a minimum of 24 months from settlement without the written consent of AVJennings Properties Limited.

11. Terms of Restrictions on the Use of Land (R12) fourteenthly referred to in the abovementioned plan

No 'on sell' or subdivision will be permitted on the lots hereby burdened for a minimum of 24 months from registration of this plan without the written consent of AVJennings Properties Limited

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Authorised Person
Camden Council

Plan: **DP1149437**

Plan of Subdivision of Lot 2995 and 2997
DP1121800 covered by Subdivision Certificate
No. 15/2011

Full name and address
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AVJennings Properties Limited
Level 2, 11-13 Brookhollow Avenue
BAULKHAM HILLS NSW 2153

(Sheet 6 of 9 Sheets)

Part 2 (Terms)

12. Terms of Easement for Underground Cables 1.5 wide (E6) fifteenthly referred to in the abovementioned plan

12.1 The authority benefited may:

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

12.2 In exercising its rights under this easement the authority benefited will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.

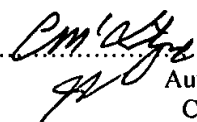
12.3 The owner agrees that it will not:

- 12.3.1 install or permit to be installed any services or structure within the easement site, excepting the existing underground telephone, communications and gas services, or
- 12.3.2 alter the surface level of the easement site, or
- 12.3.2 do or permit to be done anything that restricts access to the easement site by the authority benefited

without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.

12.4 The authority benefited will not be responsible if the electrical equipment causes magnetic

interference to computer equipment or electronic equipment operated within the lot burdened.

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Authorised Person
Camden Council

Plan: **DP1149437**

Plan of Subdivision of Lot 2995 and 2997
DP1121800 covered by Subdivision Certificate
No. 15/2011

**Full name and address
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AVJennings Properties Limited
Level 2, 11-13 Brookhollow Avenue
BAULKHAM HILLS NSW 2153

(Sheet 7 of 9 Sheets)

Part 2 (Terms)

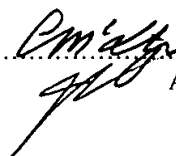
12.5

- 12.5.1 **authority benefited** means Endeavour Energy and its successors (who may exercise its rights by any persons authorised by it).
- 12.5.2 **easement site** means that part of the lot burdened that is affected by this easement.
- 12.5.3 **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system, and ancillary equipment.
- 12.5.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 12.5.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 12.5.6 **services** includes overhead and underground water, sewage, and drainage services.
- 12.5.7 **structure** includes building, wall, retaining wall, carport, swimming pool, driveway, and fixed plant or equipment; but excludes garden furniture and garden ornament.

13. Terms of Easement for Water Supply Purposes 3 wide (E7) sixteenthly referred to in the abovementioned plan

An Easement for Water Supply Purposes in the terms set out in Memorandum AE292281 filed in the Office of Land and Property Management Authority

Ref: B14055_3C-C_02

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Authorised Person
Camden Council

Plan: **DP1149437**

Plan of Subdivision of Lot 2995 and 2997
DP1121800 covered by Subdivision Certificate
No. 15 / 2011

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AVJennings Properties Limited
Level 2, 11-13 Brookhollow Avenue
BAULKHAM HILLS NSW 2153

(Sheet 8 of 9 Sheets)

**Name of Authority whose consent is required to release, vary or modify Easements, Positive
Covenant and Restrictions firstly, secondly, thirdly, fourthly, fifthly, sixthly, seventhly,
Ninthly, tenthly, eleventhly and twelfthly referred to in the abovementioned plan**

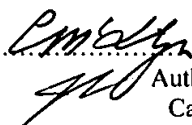
Camden Council.

**Name of Authority whose consent is required to release, vary or modify Easement
fifteenthly referred to in the abovementioned plan**

Endeavour Energy.

**Name of Authority whose consent is required to release, vary or modify Easement
sixteenthly referred to in the abovementioned plan**

Sydney Water Corporation.

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Authorised Person
Camden Council

Plan: **DP1149437**

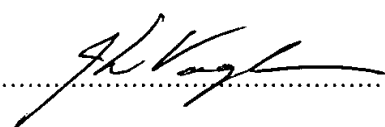
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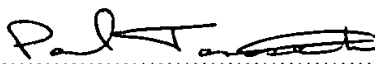
Full name and address
of the owner of the land:

AVJennings Properties Limited
Level 2, 11-13 Brookhollow Avenue
BAULKHAM HILLS NSW 2153

(Sheet 9 of 9 Sheets)

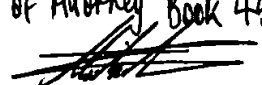
Signed by AVJennings Properties Limited by)
their Attorney **JOHN MARTIN VAGULAN** pursuant)
to Power of Attorney registered)
Book **4562** No. **697**)
who declares that he has no notice of) AVJennings Properties Limited
revocation of same in the presence of)




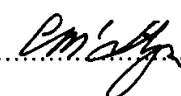

Signature of Witness

PAUL TARASENKO
Name of Witness

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

ANZ Fiduciary Services Pty Ltd.
ABN 91 100 709 493 by its duly
Authorised attorney, Theona Kalogeratos
Under Power of Attorney Book 4580 No. 464
27/04/2011 
Date Consenting Party's Signature
Theona Kalogeratos


Signature
Truc Le
Full Name Witness
18/100 QUEEN ST MELB
Address of Witness


Authorised Person
Camden Council

Ref: B14055_3C-C_02



PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

APPLICANT: Active Property Conveyancing
U 6 74 Kembla St
WOLLONGONG NSW 2500

Certificate number: 20214693
Reference number: 519942
Certificate issue date: 11/10/2021
Certificate fee: \$53.00
Applicant's reference: 213113
Property number: 1171100

DESCRIPTION OF PROPERTY

Land Description: LOT: 429 DP: 1211020
Address: **20 Clowes Street ELDERSLIE NSW 2570**

BACKGROUND INFORMATION

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

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPS

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

LOCAL ENVIRONMENTAL PLANS (LEP'S)

Camden Local Environmental Plan 2010.

STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

SEPP No 19 - Bushland in Urban Areas

SEPP No 21 - Caravan Parks

SEPP No 33 - Hazardous and Offensive Development

SEPP No 50 - Canal Estates

SEPP No 55 - Remediation of Land

SEPP No 64 - Advertising and Signage

SEPP No 65 - Design Quality of Residential Apartment Development

SEPP No 70 - Affordable Housing (Revised Schemes)

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

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (State Significant Precincts) 2005

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011

SEPP (Educational Establishments and Child Care Facilities) 2017

SEPP (Vegetation in Non-Rural Areas) 2017

SEPP (Concurrences 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 (Housing) 2021

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 R1 GENERAL RESIDENTIAL - CAMDEN LOCAL ENVIRONMENTAL PLAN 2010

Objectives of zone

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

B. Permitted without consent

Home occupations

C. Permitted with consent

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

D. Prohibited

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

E. 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) If the land or part of the land is within the flood planning area and subject to flood related development controls.

No.

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

No.

(3) In this clause –

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

8. LAND RESERVED FOR ACQUISITION

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

No.

9. CONTRIBUTION PLANS

The name of each contributions plan applying to the land

Camden Contributions Plan 2011

9A. BIO-DIVERSITY CERTIFIED LAND

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

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

No.

10. BIODIVERSITY STEWARDSHIP SITES

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

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

No.

10A. NATIVE VEGETATION CLEARING SET ASIDES

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

No.

11. BUSH FIRE PRONE LAND

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.

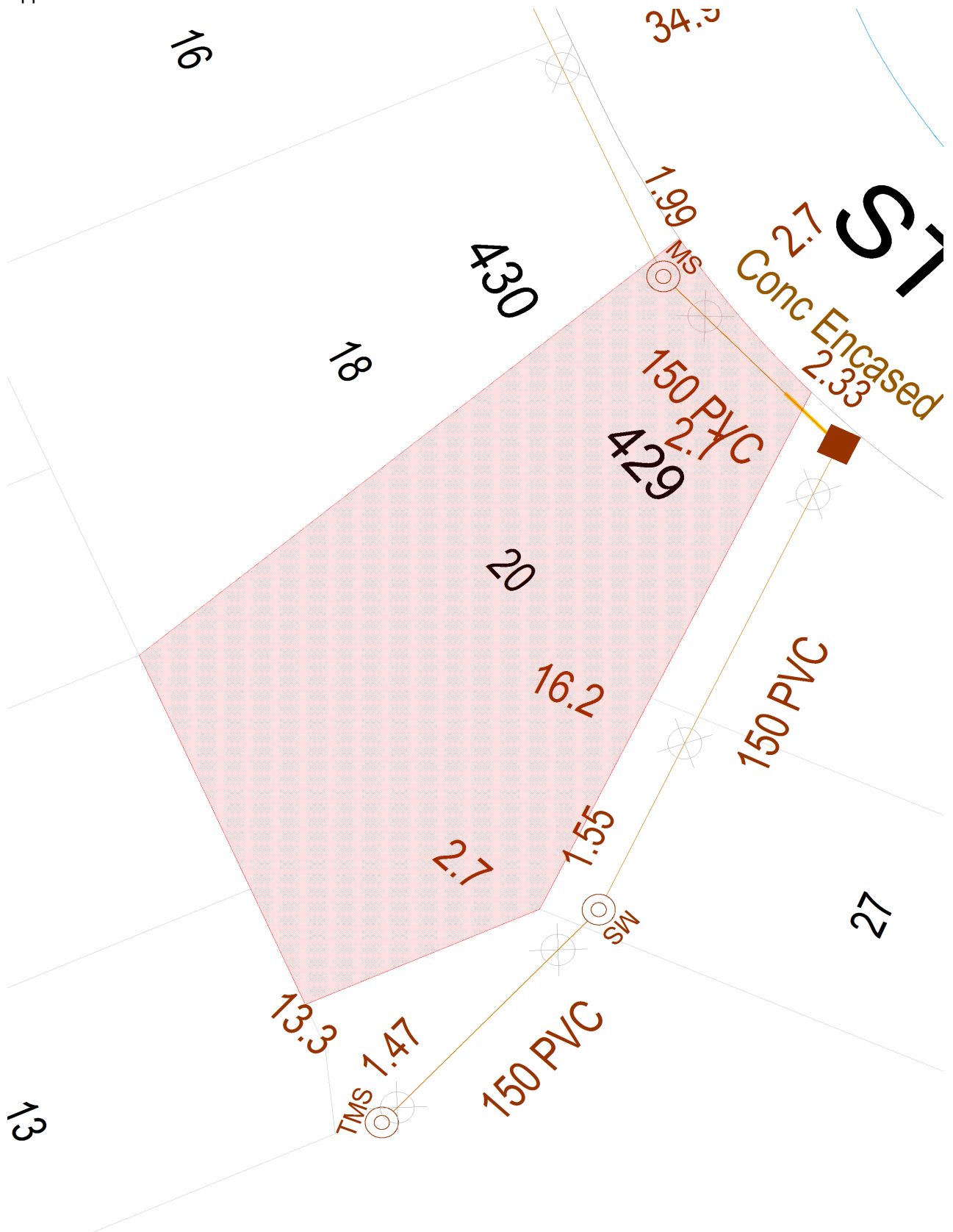
The information contained in this certificate is accurate as at the date of this certificate.

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: 8001113038



Document generated at 07-10-2021 10:20:50 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

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

Further Information

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

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

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

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7 October 2021

Infotrack Pty Limited

Reference number: 8001113039

Property address: 20 Clowes St Elderslie NSW 2570

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Greg Staveley
Manager Business Customers