

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 92816632	NSW DAN:
vendor's agent	Professionals Narellan & District Narellan Supa-Centre - In "The Exchange Building" 10, Shop 11, 38 Exchange Parade Si		Phone: 0246230380 Fax:
co-agent			Ref: Steve Diggins
vendor	SUAUU ANDREW TELI and MEGHAN LOUISE TELI 26 Toledo Circuit Port Kennedy WA 6172		
vendor's solicitor	New Horizon Conveyancing P O Box 346 CAMPBELLTOWN NSW 2560		Phone: 0409 906 944 Fax: Ref: 8521
date for completion	42nd day after the date of this contract	(clause 15)	Email: info@newhorizonconveyancing.com.au
land	8 ABEL RD SPRING FARM NSW 2570 (Address, plan details and title reference) LOT 4130 IN DEPOSITED PLAN 1161655 4130/1161655		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Garden Shed and Pergola		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:	
exclusions		
purchaser		
purchaser's solicitor		Phone: Fax: Ref: Email:
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

witness

**GST AMOUNT** (optional)

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

vendor agrees to accept a **deposit-bond** (clause 3)

NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30)

PEXA

**Electronic transaction** (clause 30)

no  YES

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

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

**land tax** is adjustable

NO  yes

**GST:** Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make 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 (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch 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 *RW rate* (residential withholding rate): \$

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
<b>Home Building Act 1989</b>	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input checked="" type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
<b>Swimming Pools Act 1992</b>	<b>Other</b>
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
  - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
  - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is **NO COOLING OFF PERIOD**:
  - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
  - (b) if the property is sold by public auction, or
  - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
  - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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



## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *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.

## 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.

## **ADDITIONAL CONDITIONS IN THE CONTRACT FOR SALE**

### **1. Amendments to the printed pages of the Contract for Sale edition**

- 1a. Deleting the word “*normally*” from Clause 4.1
- 1b. Clause 7.1.1 is amended by reducing the percentage from 5% to 1%;
- 1c. Clause 8.1 is amended by deleting the words “*on reasonable grounds*”;
- 1d. Clause 8.2 is amended by deleting the words “*and those grounds*”;
- 1e. Printed Clause 18 is amended by adding the following:  
*Clause 18.8 “The Purchaser cannot make a claim or requisition or delay Settlement after entering into possession of the property”.*

### **2. Death and Liquidation**

- 2a. The Purchaser hereby covenants themselves, there executors, administrators and assigns that in the event that there being more than one Purchaser the death or bankruptcy or any one of them after exchange of Contracts herein and prior to completion the Vendor shall have the right to cancel this Contract and refund all the money paid herein to the estate of the Purchaser and in such event the Contract shall be deemed to be at an end and neither party shall have any right to claim against the other on any account whatsoever. The Purchaser shall have reciprocal rights.

### **3. Warranties**

- 3a. The Purchaser acknowledges that they do not rely upon any warranty, statement or representations made or given by the vendor or on behalf of the vendor except as are expressly provided herein. The Purchaser acknowledges they have inspected the property and the improvements (if any) erected on the property and relies entirely upon their own enquiries and inspection and accepts the property as it stands in its present condition and state of repair and subject to all defects (if any) whether latent or patent. The Purchaser shall not be entitled to make any objections, requisitions or claim for compensation in respect of any matters referred to in this condition.
- 3b. The Purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract or binding on the parties hereto with respect to any of the matters to which this Contract relates.

### **4. State of Repair and Inclusions**

- 4a. The Purchaser acknowledges that the property is purchased in its present state of repair and that the Purchaser will not be entitled to make any objection, requisitions or claim for compensation arising out of the state of repair or want of repair and will complete notwithstanding.
- 4b. The Purchaser shall accept the inclusions specified in this Contract in their present state and condition subject to fair wear and tear and the Vendor shall not be responsible for any loss, mechanical breakdown or reasonable wear and tear thereof occurring after the date of this Contract.

### **5. Swimming Pool**

- 5a. If a swimming pool is included in the property, the Purchaser must take the swimming pool and surrounds and fencing, if any, in its' present state of repair. The Purchaser will not make any claim, objection or requisition in relation thereto or as to whether or not it complies with the Swimming Pools Act 1992. If any competent authority issues any notice requiring the erection of, or alteration to a fence or other work pursuant to the Swimming Pools Act 1992, such fence or work must be erected or carried out by the Purchaser at the Purchaser's expense.

### **6. Real Estate Agent**

- 6a. The Vendor warrants that they have not engaged any Real Estate Agent in connection with the sale of the property to the Purchaser other than the Vendors Real Estate Agent referred to in the particulars (if any) of any Real Estate Agent acting in conjunction with the Vendors Real Estate Agent. The Purchaser warrants to the Vendor that they have not been introduced to the sale directly or indirectly through the services of any Real Estate Agent other than the said Vendors Real Estate Agent or any Real Estate Agent acting in conjunction with the Vendors Real Estate Agent.

**7. Title Particulars**

- 7a. A sufficient statement of the Vendor's title shall be deemed included in the description of the property hereinbefore appearing and such statement shall have been deemed to have been given to the Purchaser at the date hereof.

**8. Interest**

- 8a. If the Purchaser shall not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after that completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase money, an amount calculated as ten percent (10%) interest on the balance of the purchase money, computed at a daily rate from the day of the agreed completion date up to and including the actual date on which this sale shall be completed. It is further 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. The Vendor shall not be obliged to complete this Contract unless the amount payable under this Clause is tendered.

**9. Notice to Complete**

- 9a. Completion of this matter shall take place on or before 4.00pm within the time provided for in Clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the matter making the time for completion essential. Such Notice shall give no less than 14 days notice after the day immediately following the day on which that notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at anytime. The party that issues the Notice to Complete shall be entitled to recover the fee of \$440.00 (GST inclusive) from the other party to cover the cost for issuing such Notice.

**10. Service of Notices and Documents**

- 10a. The service of any Notice or Document under or relating to this Contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that party's solicitor/conveyancer if the Notice or Document is sent by way of facsimile transmission to the facsimile number noted on the Contract or on their letterhead and in any such case shall be deemed to be duly given or made, except where:
- 10b. The time of dispatch is not before 5.00pm (Sydney Time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place: or

- 10c. The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not to have been given or made.

**11. Release of Deposit**

- 11a. In the event that the Vendor is purchasing another property the Purchaser agrees to release to the Vendor the deposit or so much of the deposit as is required for use by the Vendor as a deposit on the purchase of the other property or stamp duty payable on the purchase property. The Vendor warrants upon release of the deposit in accordance with the terms of this special condition such deposit will be paid only to the Trust Account of a Real Estate Agent, Solicitor/Licensed Conveyancer and/or the Office of State Revenue and shall not be further released without the consent of the Purchaser. The entering into of this Contract by the Purchaser shall be a full and irrevocable authority to the stakeholder to release such a deposit.

**12. Cancelled Settlement**

- 12a. In the event that Settlement does not take place at the scheduled time, or does not take place at a re-arranged time on that same day, due to the default of the Purchaser or their Mortgagee and through no fault on the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$330.00 (GST inclusive) on Settlement, to cover the legal costs and other expenses incurred as a consequence of the delay, and the Purchaser shall have reciprocal rights.

**13. Inconsistency in Contract**

- 13a. The terms of the printed Contract to which these additional conditions are annexed shall be read subject to the following. If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect.

**14. Building Certificate**

- 14a. The Purchaser cannot require the Vendor to apply for a Building Certificate on the property from the Local Council; and
- 14b. If the Purchaser applies for a Building Certificate from the Local Council and the Council issues a Notice, refuses to issue the Certificate for any reason and informs the Purchaser of work to be done before it will issue the Certificate, the Purchaser must comply with the Notice, remedy the reason or do the work as his/her own expense.

**15. Guarantee**

- 15a. This condition applies if the Purchaser is a Company;

- 15b. For the purposes of this Contract, “covenantor” means the Directors and those holding shares in the capital of the Purchaser. The obligations of those who comprise the covenantor will be joint and several;
- 15c. In consideration of the Vendor at the request of the covenantor entering into this Contract, the covenantor:
  - 15c.1 Covenants with the Vendor that the covenantor will be the Purchaser jointly and severally liable to the Vendor for the due performance of all the terms and conditions on the part of the purchaser contained in this Contract; and
  - 15c.2 Guarantees to the Vendor the punctual payment of all money payable by the Purchaser under this Contract and the performance of the terms and conditions of this Contract; and
  - 15c.3 If for any reason this Contract is not enforceable by the Vendor against the Purchaser in whole or in part, the covenantor will indemnify the Vendor against all loss, including all money which would have been payable by or recoverable for the Purchaser had this Contract been enforceable against the Purchaser.

**16. FRCGWT Clearance Certificate**

- 16a. If Applicable the Vendor will prior to Settlement provide a Foreign Resident Capital Gains Tax Withholding Clearance Certificate as required by Law to the Purchaser or the Purchasers Representative.
- 16b. The Clearance Certificate will be accepted by the Purchaser even if the Vendors name does not correctly match the Vendors names as noted on the Title to the property and in particular to not having the Vendors middle names (if applicable) noted on the Certificate.





LAND  
REGISTRY  
SERVICES

# Title Search

Information Provided Through  
Triconvey (Reseller)  
Ph. 1300 064 452 Fax.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 4130/1161655

SEARCH DATE	TIME	EDITION NO	DATE
18/12/2021	12:12 PM	3	8/5/2018

LAND

LOT 4130 IN DEPOSITED PLAN 1161655  
AT SPRING FARM  
LOCAL GOVERNMENT AREA CAMDEN  
PARISH OF NARELLAN COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1161655

FIRST SCHEDULE

SUAUU ANDREW TELI  
MEGHAN LOUISE TELI  
AS JOINT TENANTS (CN AN322338)

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1142381 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE TITLE DIAGRAM
- 3 DP1161655 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT AFFECTING THE SITE DESIGNATED (G) IN THE TITLE DIAGRAM
- 4 DP1161655 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 5 DP1161655 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 6 DP1161655 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 7 DP1161655 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 8 DP1161655 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 9 DP1161655 EASEMENT FOR MAINTENANCE AND ACCESS AND OTHER PURPOSES 0.9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1161655 EASEMENT FOR CONSTRUCTION 0.9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 AN322339 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

PRINTED ON 18/12/2021



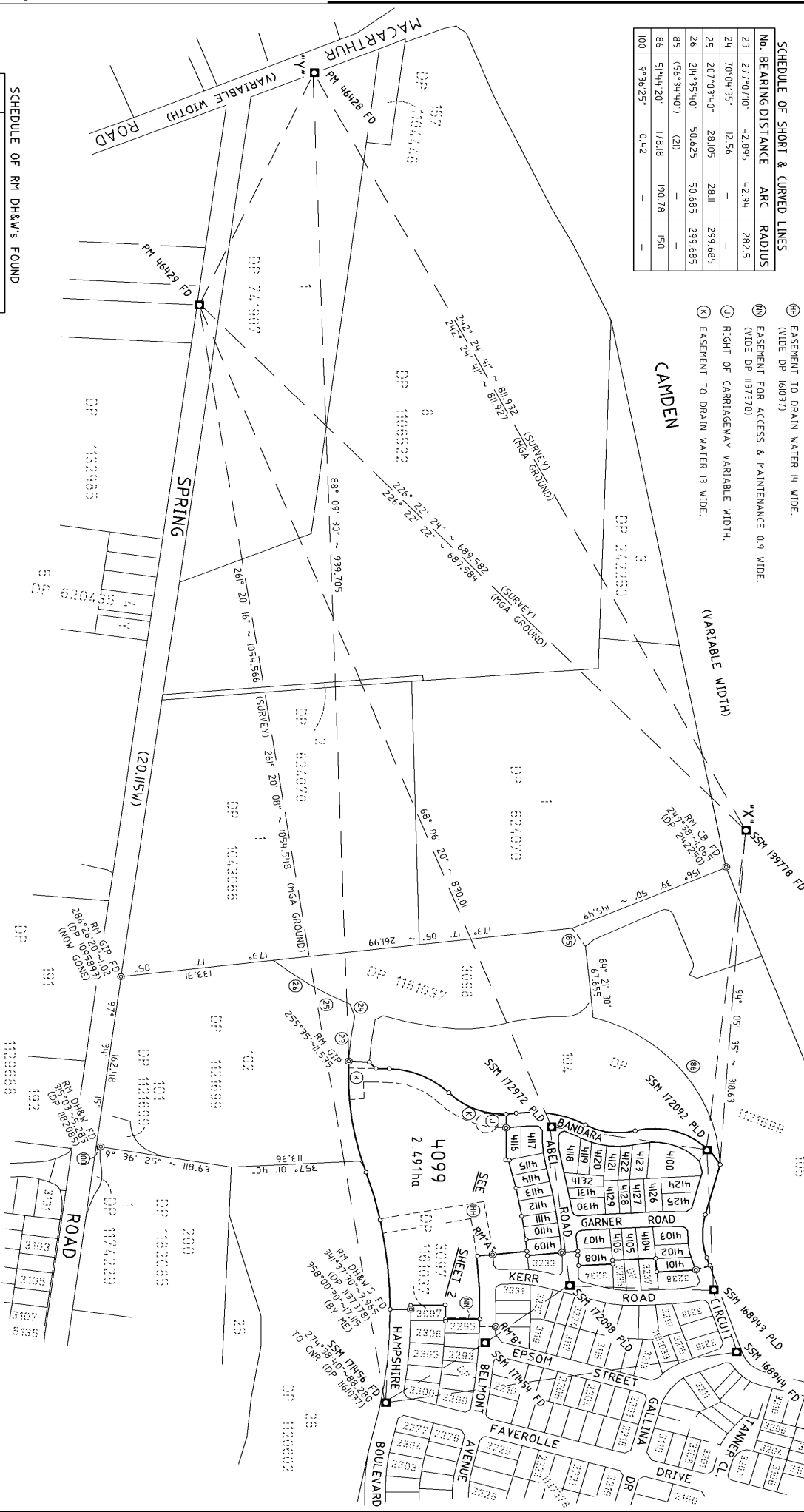
MARK	M.G.A. CO-ORDINATES		CLASS ORDER	METHOD	ORIGIN
	EASTING	NORTHING			
PM 46428	288 859,319	6 227 984,716	A	1	FROM SCINS SCINS
PM 46429	289 079,804	6 227 884,937	B	2	FROM SCINS SCINS
SSM 139778	289 579,019	6 228 360,786	C	3	FROM SCINS SCINS
SSM 168943	290 014,442	6 228 395,524	U	U	CAD TRAY
SSM 168944	290 074,408	6 228 356,001	C	3	FROM SCINS SCINS
SSM 17454	290 070,601	6 228 131,920	C	3	FROM SCINS SCINS
SSM 17456	290 122,451	6 228 043,822	C	3	FROM SCINS SCINS
SSM 172092	289 882,773	6 228 326,528	U	U	CAD TRAY
SSM 172098	290 017,574	6 228 210,594	U	U	CAD TRAY
SSM 172972	289 850,007	6 228 194,509	U	U	CAD TRAY

SSM CONNECTIONS		SURVEY	
M.G.A. GROUND	SURVEY	M.G.A. GROUND	SURVEY
PM 46428 - PM 46429	114°20'55" ~ 241,98	PM 46428 - PM 46429	114°20'54" ~ 241,98
SSM 172972 - SSM 172092	173°56'20" ~ 136,025	SSM 172972 - SSM 172092	173°56'20" ~ 136,025
SSM 139778 - SSM 172092	96°26'05" ~ 305,68	SSM 139778 - SSM 172092	96°26'05" ~ 305,68
SSM 17454 - SSM 17456	114°31'16" ~ 102,210	SSM 17454 - SSM 17456	114°31'16" ~ 102,210
SSM 172098 - SSM 17454	114°02'40" ~ 94,845	SSM 172098 - SSM 17454	114°02'40" ~ 94,845
SSM 172972 - SSM 172098	84°31'05" ~ 168,335	SSM 172972 - SSM 172098	84°31'05" ~ 168,335
SSM 172098 - SSM 168943	95°8'39"20" ~ 124,965	SSM 172098 - SSM 168943	95°8'39"20" ~ 124,965
SSM 172092 - SSM 168943	86°05'55" ~ 132,17	SSM 172092 - SSM 168943	86°05'55" ~ 132,17
SSM 168943 - SSM 168944	71°05'45" ~ 63,135	SSM 168943 - SSM 168944	71°05'45" ~ 63,135
SSM 168944 - SSM 17456	171°15'10" ~ 315,825	SSM 168944 - SSM 17456	171°15'10" ~ 315,825

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM S.C.L.M.S. AT 08/08/2013  
 COMBINED SCALE FACTOR 1.000128

SCHEDULE OF SHORT & CURVED LINES			
No.	BEARING	DISTANCE	DP
23	277°07'10"	42,895	42,895
24	70°04'35"	12,56	12,56
25	207°03'40"	28,105	28,105
26	214°35'40"	50,635	50,635
85	(56°34'40") (21)	-	-
86	51°44'20"	178,18	178,18
100	9°36'25"	0,42	-

- (H) EASEMENT TO DRAIN WATER IN WIDE. (WIDE DP 1161037)
- (M) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE. (WIDE DP 1137378)
- (C) RIGHT OF CARRIAGEWAY VARIABLE WIDTH.
- (K) EASEMENT TO DRAIN WATER 1.3 WIDE.



SCHEDULE OF RM DR&W'S FOUND			
No.	BEARING	DISTANCE	DP
A	336°32'20"	3,016@0,49	(DP 1161037)
B	355°54'50"	10,005	(DP 1137378)

Surveyor: KEVIN BRADLEY PRITCHARD  
 Date of Survey: 08/08/13  
 Surveyor's Ref: 76289,44,LOTM

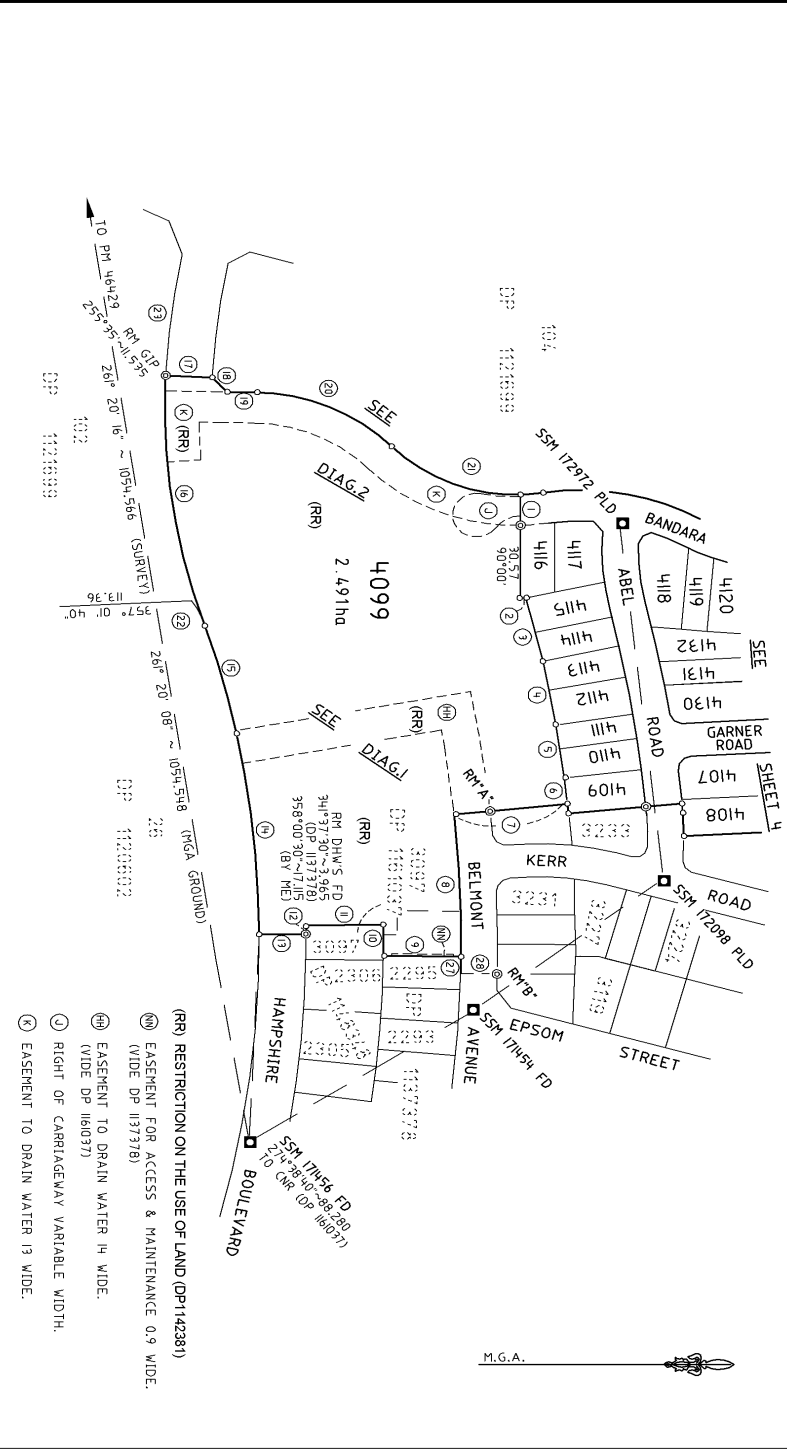
PLAN OF SUBDIVISION OF LOT 3099 DP 1161037

LGA: CAMDEN  
 Locality: SPRING FARM  
 Subdivision No: 17 of 2014

Registered  
 15.5.2014

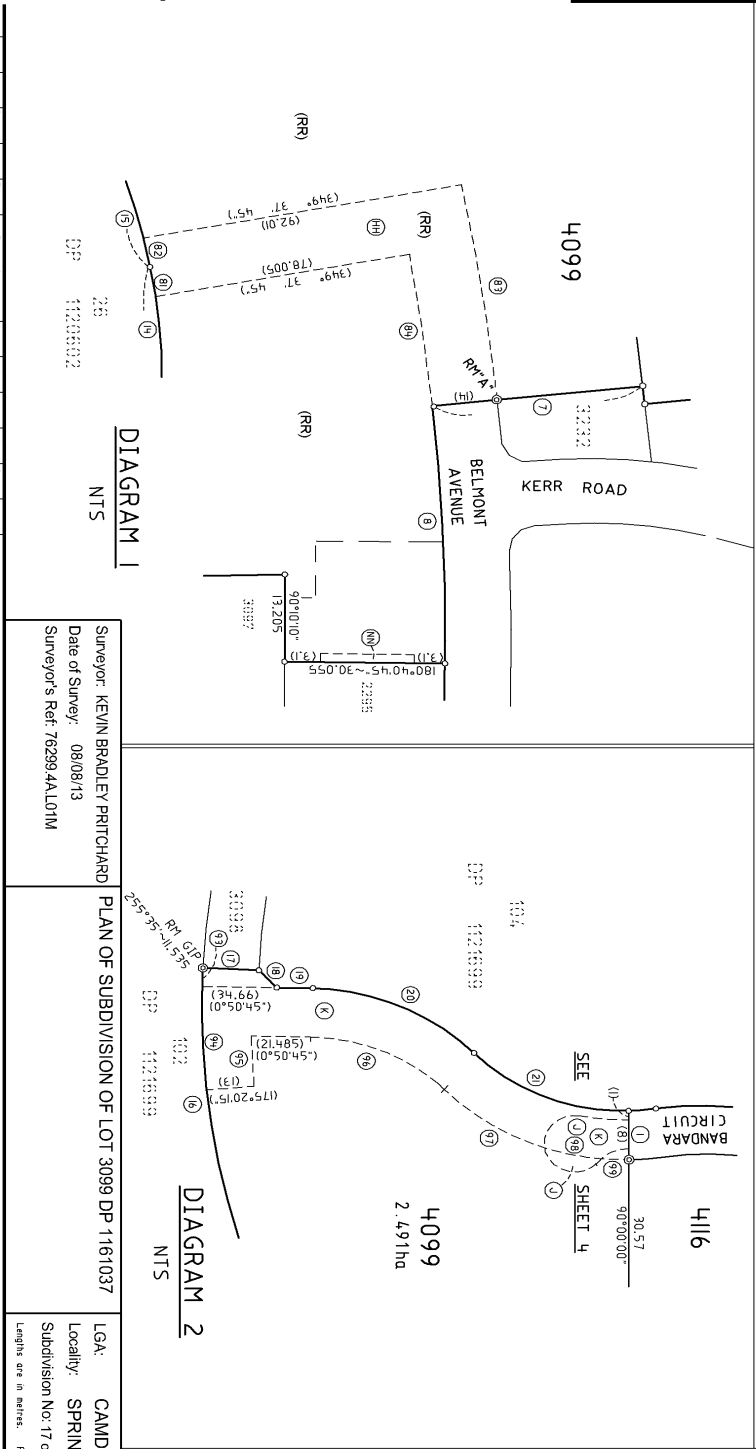
DP1161655

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140  
 Table of mm



**SCHEDULE OF SHORT & CURVED LINES**

No.	BEARING	DISTANCE	ARC	RADIUS
1	88°49'40"	13	-	-
2	0°00'00"	2.035	-	-
3	76°02'55"	27.51	-	-
4	79°19'35"	27.5	-	-
5	81°56'00"	22.5	-	-
6	83°48'40"	10.915	-	-
7	35°4'09'10"	43.96	-	-
8	87°24'55"	60.12	60.155	528
9	180°40'45"	30.055	-	-
10	90°10'10"	13.205	-	-
11	17°40'30"	30.205	-	-
12	89°22'40"	3.545	3.545	4.68
13	17°35'35"	18	-	-
14	84°09'40"	85.205	85.395	450
15	74°51'05"	47.05	47.085	350
16	24°52'55"	106.675	107.32	282.5
17	182°45'50"	18	-	-
18	46°28'50"	8.39	-	-
19	0°50'45"	10.66	-	-
20	23°22'35"	57.475	58.98	75
21	202°22'00"	53.515	55.05	67
22	250°03'05"	11.565	11.565	350
23	27°40'10"	42.895	42.94	282.5
27	271°01'30"	6.325	6.325	528
28	1°22'00"	14	-	-
81	(259°35'35")	(13.57)	(13.57)	(450)
82	(258°40'15")	(0.43)	(0.43)	(350)
83	(81°29'40")	(50.265)	(50.28)	(542)
84	(262°44'55")	(35.17)	(35.175)	(528)
93	(272°05'40")	(6.605)	(6.605)	(282.5)
94	(268°22'55")	(30)	(30.005)	(282.5)
95	(87°40'50")	(15.76)	(15.76)	(269.5)
96	(209°22'35")	(47.51)	(46.76)	(62)
97	(211°38'40")	(39.415)	(39.825)	(80)
98	(192°26'00")	(18.1)	(18.135)	(80)
99	(81°53'00")	(8.53)	(8.53)	(80)



**SCHEDULE OF RM DH&W'S FOUND**

No.	BEARING	DISTANCE	DP
A	338°32'20"	3.018(0.44)	DP 1161039
B	341°53'30"	3.06	DP 1137378
B	355°54'50"	10.005	DP 1137378

**DIAGRAM 1**  
NTS

**DIAGRAM 2**  
NTS

Surveyor: **KENIN BRADLEY PRITCHARD**  
 Date of Survey: 08/08/13  
 Surveyor's Ref: 76299.4A.LDM

PLAN OF SUBDIVISION OF LOT 3099 DP 1161037

LGA: **CAMDEN**  
 Locality: **SPRING FARM**  
 Subdivision No: 17 of 2014

Registered  
15.5.2014

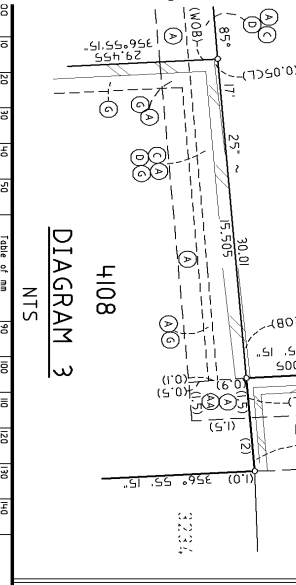
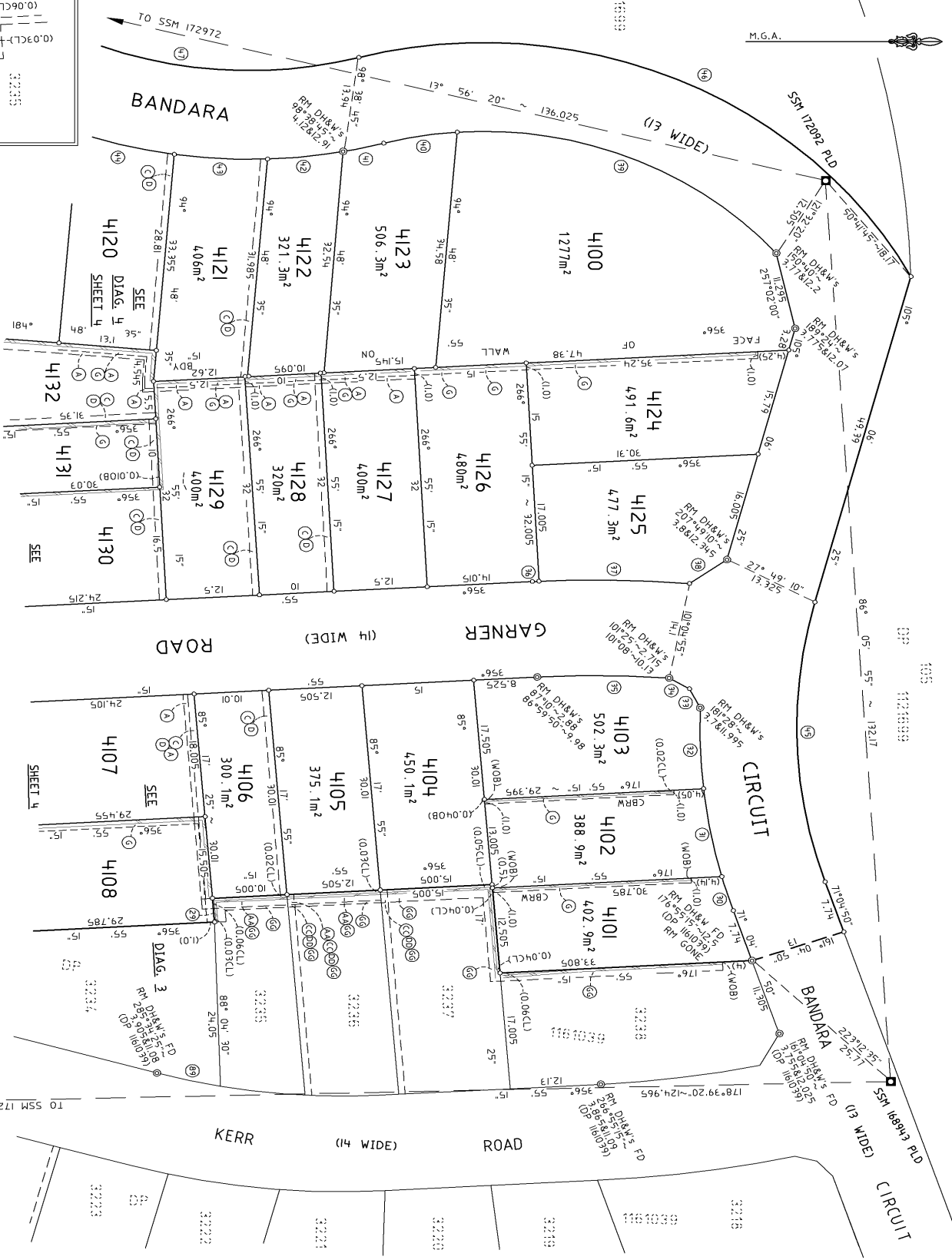
**DP1161655**

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140  
 Table of mm

- Ⓐ EASEMENT TO DRAIN WATER 1.5 WIDE. (VIDE DP 166039)
- Ⓑ EASEMENT FOR MAINTENANCE AND ACCESS AND OTHER PURPOSES 0.9 WIDE. (VIDE DP 166039)
- Ⓒ EASEMENT FOR CONSTRUCTION 0.9 WIDE. (VIDE DP 166039)
- Ⓓ RESTRICTION ON THE USE OF LAND (VIDE DP 166039)
- Ⓔ EASEMENT TO DRAIN WATER 1.5 WIDE.
- Ⓕ EASEMENT FOR MAINTENANCE AND ACCESS AND OTHER PURPOSES 0.9 WIDE.
- Ⓖ EASEMENT FOR CONSTRUCTION 0.9 WIDE.
- Ⓗ RESTRICTION ON THE USE OF LAND (VIDE DP 166039)
- Ⓙ EASEMENT TO DRAIN WATER 1.5 WIDE.
- Ⓚ EASEMENT FOR MAINTENANCE AND ACCESS AND OTHER PURPOSES 0.9 WIDE.
- Ⓛ EASEMENT FOR CONSTRUCTION 0.9 WIDE.
- Ⓜ RESTRICTION ON THE USE OF LAND

**SCHEDULE OF SHORT & CURVED LINES**

NO.	BEARING	DISTANCE	ARC	RADIUS
29	(85°17'20")	(3.5)	—	—
30	72°52'40"	5.205	5.205	83
31	79°42'30"	13.12	13.12	83
32	87°49'40"	11.83	11.84	83
33	62°59'25"	3.14	—	—
34	209°55'45"	3.14	—	—
35	180°27'10"	17.68	17.69	143.5
36	177°06'05"	0.985	0.985	157.5
37	180°57'00"	20.16	20.175	157.5
38	145°19'35"	6.12	—	—
39	202°32'40"	46.27	47.95	52
40	170°37'10"	9.985	10	52
41	34°23'05"	5.575	5.575	70
42	35°39'20"	10.185	10.195	70
43	3°08'10"	12.505	12.52	70
44	134°44'5"	13.26	13.28	70
45	88°05'40"	40.965	41.57	70
46	232°26'30"	80.635	86.985	65
47	187°24'00"	43.25	44.36	57
48	12°51'55"	8.745	8.745	92.5



**DIAGRAM 3**  
 NTS

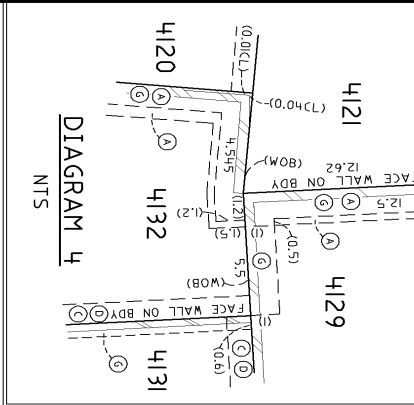
Surveyor: KEVIN BRADLEY PRITCHARD  
 Date of Survey: 08/08/13  
 Surveyor's Ref: 76299.AA.LDM

PLAN OF SUBDIVISION OF LOT 3099 DP 1161037

LGA: CAMDEN  
 Locality: SPRING FARM  
 Subdivision No: 17 of 2014

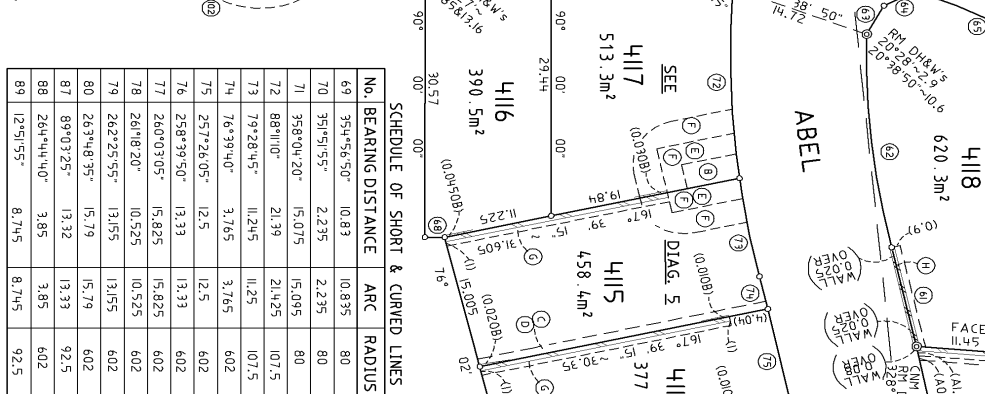
Registered  
 15.5.2014  
 DP1161655

CL DENOTES WALL CLEAR OF BOUNDARY  
 OB DENOTES WALL OVER BOUNDARY  
 WOB DENOTES WALL ON BOUNDARY  
 ALL WALLS SHOWN ARE CONCRETE BLOCK RETAINING WALLS

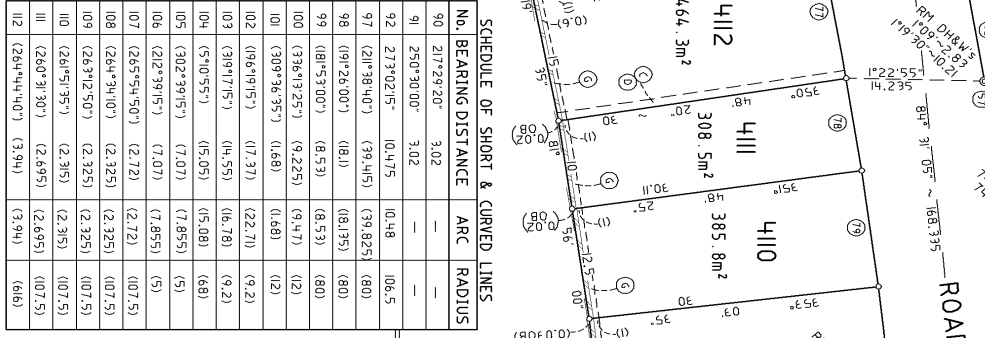


No.	BEARING DISTANCE	ARC	RADIUS
21	202°22'00"	53.575	55.05
43	3°08'10"	12.505	12.52
44	13°44'45"	13.26	13.28
47	187°24'00"	43.25	44.36
48	107°22'50"	61.52	62.7
49	354°56'50"	9.07	9.075
50	267°34'20"	9.83	9.835
51	264°39'50"	5.675	5.675
52	263°50'00"	12.17	12.17
53	98°53'40"	2.965	—
54	130°08'45"	2.965	—
55	168°20'50"	2.955	—
56	55°16'35"	3.075	—
57	202°18'40"	3.075	—
58	260°27'35"	12.645	12.645
59	259°24'10"	10.085	10.085
60	258°14'25"	14.915	14.915
61	257°00'50"	11.445	11.445
62	83°53'15"	24.105	24.17
63	108°55'05"	3.67	—
64	153°23'25"	3.67	—
65	24°50'00"	13.565	13.56
66	28°44'05"	2.34	70
67	23°27'10"	10.555	10.565
68	180°00'00"	2.035	—

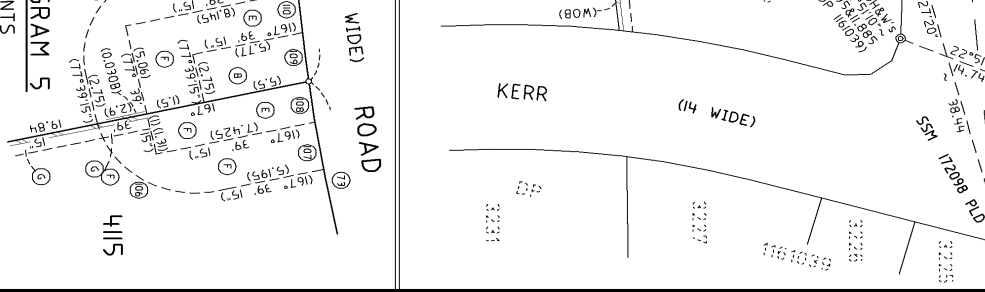
- (A) EASEMENT TO DRAIN WATER 1.5 WIDE. (WIDE DP 160039)
- (B) RESTRICTION ON THE USE OF LAND (WIDE DP 160039)
- (C) EASEMENT TO DRAIN WATER 1.5 WIDE.
- (D) EASEMENT FOR PADMOUNT/ELECTRICAL SUBSTATION 2.75 WIDE.
- (E) EASEMENT FOR MAINTENANCE AND ACCESS AND OTHER PURPOSES 0.9 WIDE.
- (F) EASEMENT FOR CONSTRUCTION 0.9 WIDE.
- (G) RESTRICTION ON THE USE OF LAND.
- (H) RESTRICTION ON THE USE OF LAND.
- (I) EASEMENT FOR SUPPORT 0.9 WIDE.
- (J) RIGHT OF CARRIAGEWAY VARIABLE WIDTH.
- (K) EASEMENT TO DRAIN WATER 1.3 WIDE.



No.	BEARING DISTANCE	ARC	RADIUS
69	354°56'50"	10.83	10.835
70	351°51'55"	2.235	2.235
71	358°04'20"	15.075	15.095
72	88°11'00"	21.39	21.425
73	179°28'45"	11.245	11.25
74	76°39'40"	3.765	3.765
75	257°26'05"	12.5	12.5
76	258°39'50"	13.33	13.33
77	260°03'05"	15.825	15.825
78	261°18'20"	10.525	10.525
79	262°23'55"	13.155	13.155
80	263°12'50"	15.79	15.79
81	89°02'25"	13.32	13.33
82	264°44'40"	3.85	3.85
83	125°15'55"	8.745	8.745



No.	BEARING DISTANCE	ARC	RADIUS
90	217°29'20"	3.02	—
91	250°30'00"	3.02	—
92	217°02'15"	10.475	10.48
93	210°36'40"	(39.415)	(39.825)
94	(09°26'00")	(8.11)	(8.0135)
95	(181°53'00")	(8.53)	(8.53)
96	(336°12'25")	(9.225)	(9.47)
97	(309°36'55")	(1.68)	(1.68)
98	(196°19'15")	(17.37)	(22.71)
99	(309°17'15")	(4.75)	(4.82)
100	(263°12'50")	(12.325)	(12.325)
101	(264°31'30")	(2.695)	(2.695)
102	(264°44'40")	(3.94)	(3.94)



CL DENOTES WALL CLEAR OF BOUNDARY  
 OB DENOTES WALL OVER BOUNDARY  
 WOB DENOTES WALL ON BOUNDARY  
 C/W DENOTES CORNER NOT MARKED  
 ALL WALLS SHOWN ARE CONCRETE BLOCK RETAINING WALLS

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140
Table of mm														

Surveyor: KENIN BRADLEY PRITCHARD  
 Date of Survey: 08/08/13  
 Surveyor's Ref: 76299.AA.LD.M

PLAN OF SUBDIVISION OF LOT 3099 DP 1161037


LGA: CAMDEN  
 Locality: SPRING FARM  
 Subdivision No: 17 of 2014

Registered  
 15.5.2014

DP1161655

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Registered:  15.5.2014  
 Title System: TORRENS  
 Purpose: SUBDIVISION

Office Use Only

Office Use Only

DP1161655

PLAN OF SUBDIVISION OF LOT 3099 DP 1161037

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

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

Survey Certificate  
 I, KEVIN BRADLEY PRITCHARD  
 of SMEC AUSTRALIA PTY LTD  
 PO BOX 232, CAMPBELLTOWN NSW 2560  
 a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:  
 \*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 08/08/2013  
 \*(b) The part of the land shown in the plan (~~\*being/\*excluding~~ ..... )  
 was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on ..... the part not surveyed was compiled in accordance with that Regulation.  
 \*(c) ~~The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.~~

Subdivision Certificate  
 I, David Atkin  
 \*Authorised Person/\*General Manager/\*Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.  
 Signature: D. Atkin  
 Accreditation number: .....  
 Consent Authority: Camden Council  
 Date of endorsement: 7<sup>th</sup> April 2014  
 Subdivision Certificate number: 17 of 2014.  
 File number: DA 320/2010 PT 6  
 \*Strike through if inapplicable.

Signature: Kevin Pritchard Dated: 10/04/14  
 Surveyor ID: 182  
 Datum Line: "X" - "Y"  
 Type: \*Urban/\*Rural  
 The terrain is \*Level-Undulating / \*Steep-Mountainous.  
 \*Strike through if inapplicable.  
 \*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Statements of intention to dedicate public roads, public reserves and drainage reserves.  
 IT IS INTENDED TO DEDICATE THE EXTENSIONS OF BANDARA CIRCUIT AND ABEL ROAD TO THE PUBLIC AS PUBLIC ROAD.  
 IT IS INTENDED TO DEDICATE GARNER ROAD TO THE PUBLIC AS PUBLIC ROAD.

Plans used in the preparation of survey/compilation.  
 DP 242250                      DP 1137378                      DP 1161039  
 DP 1095893                      DP 1142381                      DP 1174229  
 DP 1182085                      DP 1161037

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

If space is insufficient continue on PLAN FORM 6A  
 Surveyor's Reference: 76299.4A.L01 m

**DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  15.5.2014

**DP1161655**

**PLAN OF SUBDIVISION OF LOT 3099 DP 1161037**

- 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: 17 of 2014  
 Date of Endorsement: 7th April 2014

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. RESTRICTION ON THE USE OF LAND (G)
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. EASEMENT FOR MAINTENANCE AND ACCESS AND OTHER PURPOSES 0.9 WIDE (C)
9. EASEMENT FOR CONSTRUCTION 0.9 WIDE (D)
10. EASEMENT FOR PADMOUNT/ELECTRICAL SUBSTATION 2.75 WIDE (B)
11. RESTRICTION ON THE USE OF LAND (E)
12. RESTRICTION ON THE USE OF LAND (F)
13. EASEMENT FOR SUPPORT 0.9 WIDE (H)
14. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (J)
15. EASEMENT TO DRAIN WATER 13 WIDE (K)

**INFORMATION SUPPLIED BY COUNCIL TO COMPLY WITH SURVEYING & SPATIAL INFORMATION REGULATIONS 2012 CLAUSE 60**

Lot	Street Number	Street Name	Street Type	Locality
4099	93	Belmont	Avenue	Spring Farm
4100	30 - 36	Bandara	Circuit	Spring Farm
4101	46	Bandara	Circuit	Spring Farm
4102	44	Bandara	Circuit	Spring Farm
4103	42	Bandara	Circuit	Spring Farm
4104	8	Garner	Road	Spring Farm
4105	6	Garner	Road	Spring Farm
4106	4	Garner	Road	Spring Farm
4107	8	Abel	Road	Spring Farm

Continued on Sheet 3

If space is insufficient use additional annexure sheet

Surveyor's Reference: 76299.4A.L01 m



**DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  15.5.2014

**DP1161655**

**PLAN OF SUBDIVISION OF LOT 3099 DP 1161037**

- 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: 17 of 2014

Date of Endorsement: 7<sup>th</sup> April 2014

Continued from Sheet 2

**INFORMATION SUPPLIED BY COUNCIL TO COMPLY WITH SURVEYING & SPATIAL INFORMATION REGULATIONS 2012 CLAUSE 60**

Lot	Street Number	Street Name	Street Type	Locality
4108	4	Abel	Road	Spring Farm
4109	3	Abel	Road	Spring Farm
4110	5	Abel	Road	Spring Farm
4111	7	Abel	Road	Spring Farm
4112	9	Abel	Road	Spring Farm
4113	11	Abel	Road	Spring Farm
4114	13	Abel	Road	Spring Farm
4115	15	Abel	Road	Spring Farm
4116	14	Bandara	Circuit	Spring Farm
4117	16	Bandara	Circuit	Spring Farm
4118	18	Bandara	Circuit	Spring Farm
4119	20	Bandara	Circuit	Spring Farm
4120	22	Bandara	Circuit	Spring Farm
4121	24	Bandara	Circuit	Spring Farm
4122	26	Bandara	Circuit	Spring Farm
4123	28	Bandara	Circuit	Spring Farm
4124	38	Bandara	Circuit	Spring Farm
4125	40	Bandara	Circuit	Spring Farm
4126	9	Garner	Road	Spring Farm
4127	7	Garner	Road	Spring Farm
4128	5	Garner	Road	Spring Farm
4129	3	Garner	Road	Spring Farm
4130	8	Abel	Road	Spring Farm
4131	10	Abel	Road	Spring Farm
4132	12	Abel	Road	Spring Farm

If space is insufficient use additional annexure sheet

Surveyor's Reference: 76299.4A.L01M

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 4 sheet(s)

Office Use Only

Registered:  15.5.2014

Office Use Only

DP1161655

PLAN OF SUBDIVISION OF LOT 3099 DP 1161037

- 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: 17 of 2014  
Date of Endorsement: 7th April 2014

EXECUTED by **STARHILL PROPERTY GROUP PTY LTD A.C.N. 161 485 589**


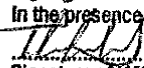
In accordance with the provisions of Section 127 of the Corporations Act 2001 in the presence of



Hoh You Tan Sole Director/Secretary

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

FRANK HAGEM  
who certifies that he/she is a  
Senior Manager/Manager  
and that he/she has not received  
notice of revocation of that Power.

)   
Signature of Attorney  
) In the presence of  
)   
Signature of Witness  
) Thomas Cranfield  
Print name of Witness  
) 3/184 Bourke Rd  
Address of Witness  
) Alexandria NSW 2015

If space is insufficient use additional annexure sheet

Surveyor's Reference: 76299.4A.L01 m

ePlan

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

(Sheet 1 of 16 sheets)

Plan: **DP1161655**

Plan of Subdivision of Lot 3099 DP 1161037 covered by Subdivision Certificate No. dated the 7<sup>th</sup> day of April 17 of 2014 2014

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

Starhill Property Group Pty Ltd  
 ABN 22 161 485 589  
 Suite 9, 38 Exchange Parade  
 Narellan NSW 2567

**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)	4107  4108  4127  4128  4129  4132	4108 & Lots 3235, 3236 & 3237 DP1161039  Lots 3235, 3236 & 3237 DP1161039  4126  4126 & 4127  4126, 4127 & 4128  4126, 4127, 4128 & 4129
2	Restriction on the Use of Land (G)	Part of Lots 4101, 4102, 4108, 4109, 4110, 4111, 4112, 4113, 4114, 4115, 4124, 4126, 4127, 4128, 4129, 4130, 4131 & 4132 designated (G)	Camden Council
3	Restriction on the Use of Land	4101 - 4132 inclusive	Camden Council

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(Sheet 2 of 16 sheets)

Plan: **DP1161655**

Plan of Subdivision of Lot 3099 DP 1161037 covered by  
 Subdivision Certificate No. *17/2014*  
 dated the *7<sup>th</sup>* day of *April* 2014

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.
4	Restriction on the Use of Land	4101 - 4132 inclusive	Camden Council
5	Restriction on the Use of Land	4101 - 4132 inclusive	Every other Lot (except for Lots 4099 & 4100)
6	Restriction on the Use of Land	4101 - 4132 inclusive	Camden Council
7	Restriction on the Use of Land	4101 - 4108 inclusive & 4112 - 4132 inclusive	Camden Council
8	Easement for Maintenance and Access and Other Purposes 0.9 wide (C)	4106 4107 4108 4112 4114 4115 4118 4120 4121 4128 4129 4130 4131 4132	4105 4106 4106 4111 4113 4114 4119 4121 4122 4127 4128 4129 4129 4131
9	Easement for Construction 0.9 wide (D)	4106 4107 4108	4105 4106 4106

  
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Plan: **DP1161655**

Plan of Subdivision of Lot 3099 DP 1161037 covered by  
 Subdivision Certificate No. *17 of 2014*  
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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.
9 (continued)		4112 4114 4115 4118 4120 4121 4128 4129 4130 4131 4132	4111 4113 4114 4119 4121 4122 4127 4128 4129 4129 4131
10	Easement for Padmount/Electrical Substation 2.75 wide (B)	4117	Endeavour Energy
11	Restriction on the Use of Land (E)	Part of Lots 4115 & 4117 designated (E)	Endeavour Energy
12	Restriction on the Use of Land (F)	Part of Lots 4115 & 4117 designated (F)	Endeavour Energy
13	Easement for support 0.9 wide (H)	4118	Abel Road
14	Right of Carriageway Variable Width (J)	4099	Camden Council
15	Easement to Drain Water 13 wide (K)	4099	Camden Council

  
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Plan: **DP1161655**

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### Part 2 (Terms)

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

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


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

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

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

No building, erection of Structures, excavation, filling or alteration of surface levels will be permitted on the restricted area of land marked (G) on the plan, UNLESS

- 2.1 the Structures, excavation, filling or alteration of surface levels have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities;
- 2.2 the Structures to be designed so as not to impose any additional dead load on the retaining wall and are to be self supporting;
- 2.3 the Structures are supported directly onto rock/shale strata and the Structures are supported below the foundations of the adjacent retaining wall designed and certified by a suitably qualified Structural engineer;
- 2.4 the Structure is founded below the zone of influence of the retaining wall, AND
- 2.5 No vehicles, including construction vehicles, are to enter upon the restriction site marked (G) on the plan unless such entry is certified by a suitably qualified structural engineer;
- 2.6 the Structure, excavation or filling is approved by the Camden Council;
- 2.7 If the owners of the lot burdened do not comply with clauses 2.1, 2.2, 2.3, 2.4 or 2.5, the owners of the lot burdened indemnify the owners of the lot benefited against any action, proceedings, loss, damage, claim, demand, liability, cost or expense suffered or incurred in



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respect of any and every accident, happening, injury or damage caused, contributed or occasioned by the failure of the owner of the lot burdened to comply with the terms of this restriction on user.

**Structure** means all improvements and includes buildings, walls, retaining walls, fences, pools and plant and equipment.

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

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

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

The lots burdened are filled lots and footings must be designed by a suitably qualified Civil and/or Structural Engineer.

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

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

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

No building is permitted to be constructed on the lot burdened unless the buildings proposed to be constructed on the lot burdened are built in accordance with the requirements of the Mine Subsidence Board Concurrent Approval Reference Number FN00-04170PO BD:LE, dated 8 January 2010.

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

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

*DA*

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*[Signature]*

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Plan: **DP1161655**

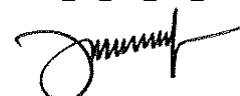
Plan of Subdivision of Lot 3099 DP 1161037 covered by  
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- 5. Terms of easement, profit à prendre, restriction, or positive covenant numbered 5 in the plan**
- 5.1 No building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 60% of the total area of the external walls. Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 40% of the total area of the external walls.
- 5.2 No building or buildings shall be erected or permitted to remain erected on each lot burdened other than with terracotta, cement tiles or colour bond roofs.
- 5.3 No fence shall be erected or be permitted to remain erected unless the fence is:
- (a) made of colour bond material;
  - (b) the fence to the second boundary, if applicable, is limited to the front building line.
- 5.4 No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Starhill Property Group Pty Limited without the consent of Starhill Property Group Pty Limited but such consent shall not be withheld if such fence is erected without expense to Starhill Property Group Pty Limited provided that this restriction shall remain in force during such time as Starhill Property Group Pty Limited is the registered proprietor of the land in the plan or any land immediately adjoining the land.
- 5.5 No shutters, blinds, canopies, awnings, security devices or any external improvement other than fly screens is to be constructed, installed or maintained on or in a lot burdened.
- 5.6 No air-conditioning unit is to be installed:
- (a) in any front porch/balcony of a lot burdened; or
  - (b) in any area on or in a lot burdened where the air conditioning unit is visible from any road, footpath, parks and the like.
- 5.7 No garbage containers and recyclable materials are to be stored on or in a lot burdened unless secured and stored so that they are hidden from view from outside the lot burdened and do not omit odours.
- 5.8 No advertising hoarding sign or matter of any description is to be erected or displayed on each lot burdened without the prior written consent of Starhill Property Group Pty Limited.



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- 5.9 No vehicle may be parked on a lot burdened unless it is parked:
- (a) in a garage or driveway on the lot burdened; or
  - (b) in an area designated as being an area where a vehicle may be parked.
- 5.10 No boats, trailers, caravans or any other towable item may be parked on or in a lot burdened if the boat, trailer, caravan or other towable item is visible from a road, footpath, park and the like.
- 5.11 No more than one dwelling may be erected on a lot burdened.
- 5.12 No building known as a semi detached or duplex may be constructed on the lot burdened.
- 5.13 The lot burdened may not be subdivided.
- 5.14 No building may be altered on a lot burdened in such a way as to create another dwelling unless the owner of the lot burdened obtains the consent of Starhill Property Group Pty Limited .
- 5.15 In this restriction on the use of land:
- (a) "Starhill Property Group Pty Limited" means Starhill Property Group Pty Limited ACN 161485589 and its successors nominees or assigns other than purchasers on sale;

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

- (a) Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.
- (b) The person having the right to release, vary or modify these restrictions is Starhill Property Group Pty Limited for such period as it is the registered proprietor of land in the plan and thereafter the owners of the lot benefited.

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

All residential buildings, landscaping and associated infrastructure proposed to be constructed on the land must be built in accordance with Camden Council's current policy – Building in Saline Prone Environments. Compliance with the policy must be demonstrated for each residential development application.



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

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

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

7.1 No building may be erected on any lot burdened unless that building has been designed to meet the construction standards (and any other measures) required by:

- (a) NSW RFS Planning and Bushfire Protection;
- (b) Australian Standard: Construction of Buildings in Bushfire prone Areas (AS3959);
- (c) Conacher Travers Schedule 1 – Bushfire Protection Measures (ref: 9092:JT\NvD; dated 6 January 2010) and Schedule 1 Drawing Number 9092; Stages 3, 4 & 5; dated 05/01/10; and
- (d) Bushfire Protection Measures proposed by Travers Bushfire and Ecology (ref: A10084B2:JT:NvD; dated 05/12/10), titled Schedule 1a – Bushfire Protection Measures Spring Farm Stages 3-4 and Schedule 1b Bushfire Protection Measures Spring Farm Stages 5A & 5B (both drawings dated 05/12/10).

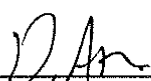
7.2 No residential dwelling is permitted within a lot burdened by an Asset Protection Zone. Landscaping and other ancillary development within a lot burdened by an Asset Protection Zone must not increase the bushfire risk. The maintenance a lot burdened by an Asset Protection Zone must be to the standard of an Inner Protection Area of an Asset Protection Zone and is the sole responsibility of owner of the lot burdened.

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

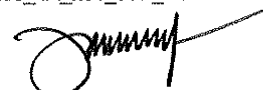
Camden Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification

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

8.1 In this Easement for Access and Maintenance:

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

8.2 Subject to clause 8.3, the owner of the lot benefited may:

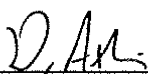
- (a) with prior reasonable notice given to the owner or occupier of the lot burdened, use the easement site for the purpose of carrying out necessary work (including maintenance and repair) on:
  - (i) the lot benefited;
  - (ii) any structure belonging to the owner of the lot benefited; andwhich cannot otherwise reasonably be carried out; and
- (b) do anything reasonably necessary for that purpose, including:
  - (i) entering into the lot burdened;
  - (ii) taking anything onto the lot burdened; and
  - (iii) carrying out necessary works.

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

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

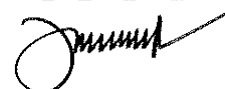
8.4 In exercising the rights under this clause 8, the owner of the lot benefited must:

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



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

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

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

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

- 9.1 In this Easement, the following definitions apply:

**Airspace** means the airspace of the lot burdened.

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

- 9.2 The owner of the lot benefited and any person authorised by the owner of the lot benefited may
- (a) use the Airspace and the lot burdened to facilitate the construction of improvements on the lot benefited; and
  - (b) do anything reasonably necessary for that purpose including:
    - (i) entering the lot burdened and encroaching on the Airspace;
    - (ii) taking anything on to the lot burdened;
    - (iii) carrying out work including installing, keeping and using any scaffolding, plant, equipment, signage and machinery on the lot burdened; and
    - (iv) temporarily closing parts of the site of the easement.

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

- (a) give to the owner or occupier of the lot burdened one (1) week notice that the owner of the lot benefited intends to access the lot burdened to facilitate the construction of improvements on the lot benefited;

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

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

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

**10. Terms of easement, profit à prendre, restriction, or positive covenant numbered 10 in the plan.**

The terms as set out in Memorandum No 9262886 registered at Land & Property Information NSW are incorporated in this document, subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 10 in the plan.**

Endeavour Energy ABN 59 253 130 878.

**11. Terms of easement, profit à prendre, restriction, or positive covenant numbered 11 in the plan.**

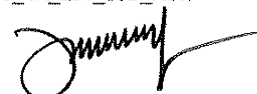
11.1 No building shall be erected or permitted to remain within the restriction site unless:

- (a) the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating; and



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(b) the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating

and the owner of the lot burdened provides the authority benefited with an engineer's certificate to this effect.

11.2 The fire ratings mentioned in clause 11.1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

11.3 Definitions:

(a) **"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.

(b) **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls.

(c) **"erect"** includes construct, install, build and maintain.

(d) **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land marked (E) on the plan.

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

Endeavour Energy ABN 59 253 130 878.

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

12.1 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

12.2 Definitions:

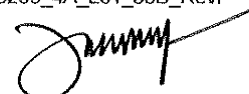
(a) **"erect"** includes construct, install, build and maintain.

(b) **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.



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

Endeavour Energy ABN 59 253 130 878.

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

**Easement for Support of Public Road**

13.1 The body having the benefit of this easement, and every person authorised by it from time to time and at all times thereafter, may:

- (a) Construct and maintain on the lot burdened, but only within the site of this easement, whatever earth, soil, cement, sand, clay and other material batter or embankment or removal of the whatever earth, soil, cement, sand, clay and other material batter or embankment is necessary or desirable, in the opinion of Camden Council, for the purpose of constructing, reconstructing and forever maintaining on the burdened lot a Retaining Wall to serve as a support for any part of the adjacent road, including its under-surface.
- (b) Do anything reasonably necessary for that purpose, including:
  - (i) Entering the lot burdened;
  - (ii) Taking anything on to the lot burdened; and
  - (iii) Carrying out work including all such incidental acts and things that may be necessary for the purpose of constructing, maintaining, repairing, altering or doing any work in the easement, including the removal and re-erection of any fences or other posts on the lot burdened.

13.2 The owner of the lot burdened must not:

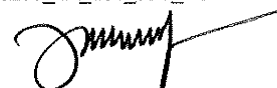
- (a) Interfere with, injure or damage the batter or embankment or the support it offers in any way which impairs its efficiency; or
- (b) Use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may affect or have a tendency to affect the stability of or the support provided by the batter or embankment for the road.

13.3. If the owner of the lot burdened does or allows anything to be done which damages the batter or embankment or impairs its effectiveness, they shall be liable, at their expense, to properly and substantially repair and make good all such injury and damage.



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Plan of Subdivision of Lot 3099 DP 1161037 covered by  
Subdivision Certificate No. *17 of 2014*  
dated the *7th* day of *April* 2014

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

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

**14. Terms of easement, profit à prendre, restriction, or positive covenant numbered 14 in the plan.**

A Right of Carriageway in the terms set out in Part 1 of Schedule 4A of the Conveyancing Act 1919 (as amended).

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 14 in the plan.**

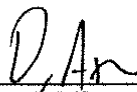
Camden Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

**15. Terms of easement, profit à prendre, restriction, or positive covenant numbered 15 in the plan.**

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

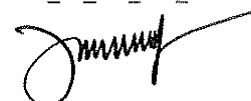
**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 15 in the plan.**

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



Authorised Officer of Camden Council

76299\_4A\_L01\_88B\_Rev1





ePlan

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

(Sheet 15 of 16 sheets)

Plan: **DP1161655**

Plan of Subdivision of Lot 3099 DP 1161037 covered by  
Subdivision Certificate No. *17 of 2014*  
dated the *7<sup>th</sup>* day of *April* 2014

EXECUTED by **STARHILL PROPERTY  
GROUP PTY LTD A.C.N. 161 485 589**

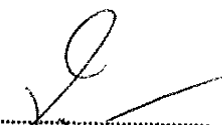
In accordance with the provisions of  
Section 127 of the Corporations Act  
2001 in the presence of



.....  
Hoh You Tan Sole Director/Secretary

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

*FRANK HAGEALI*  
.....  
who certifies that he/she is a  
Senior Manager/Manager-  
and that he/she has not received  
notice of revocation of that Power.

  
.....  
Signature of Attorney  
In the presence of  
*Thomas Cranfield*  
.....  
Signature of Witness  
*Thomas Cranfield*  
.....  
Print name of Witness  
3/184 Bourke Rd  
.....  
Alexandria NSW 2015  
.....  
Address of Witness



ePlan

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

(Sheet 16 of 16 sheets)

Plan: **DP1161655**

Plan of Subdivision of Lot 3099 DP 1161037 covered by  
Subdivision Certificate No. 17 of 2014  
dated the 7<sup>th</sup> day of April 2014

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

Simmonds  
Signature of witness

Raymond Simmonds  
Name of witness

c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148

Geoff Riethmuller  
Signature of attorney

Name: Geoff Riethmuller  
Position: Network Property Mgr  
Date of execution: 27-8-2013  
Reference: URS 11346

D.P.

Authorised Officer of Camden Council

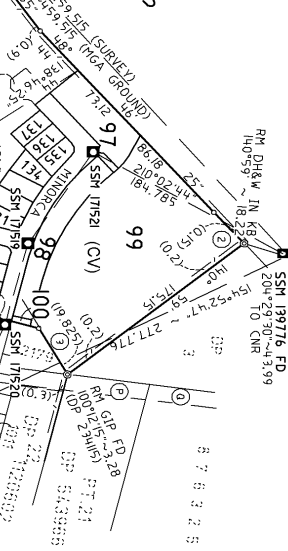
76299\_4A\_L01\_88B\_Rev1

REGISTERED  15.5.2014

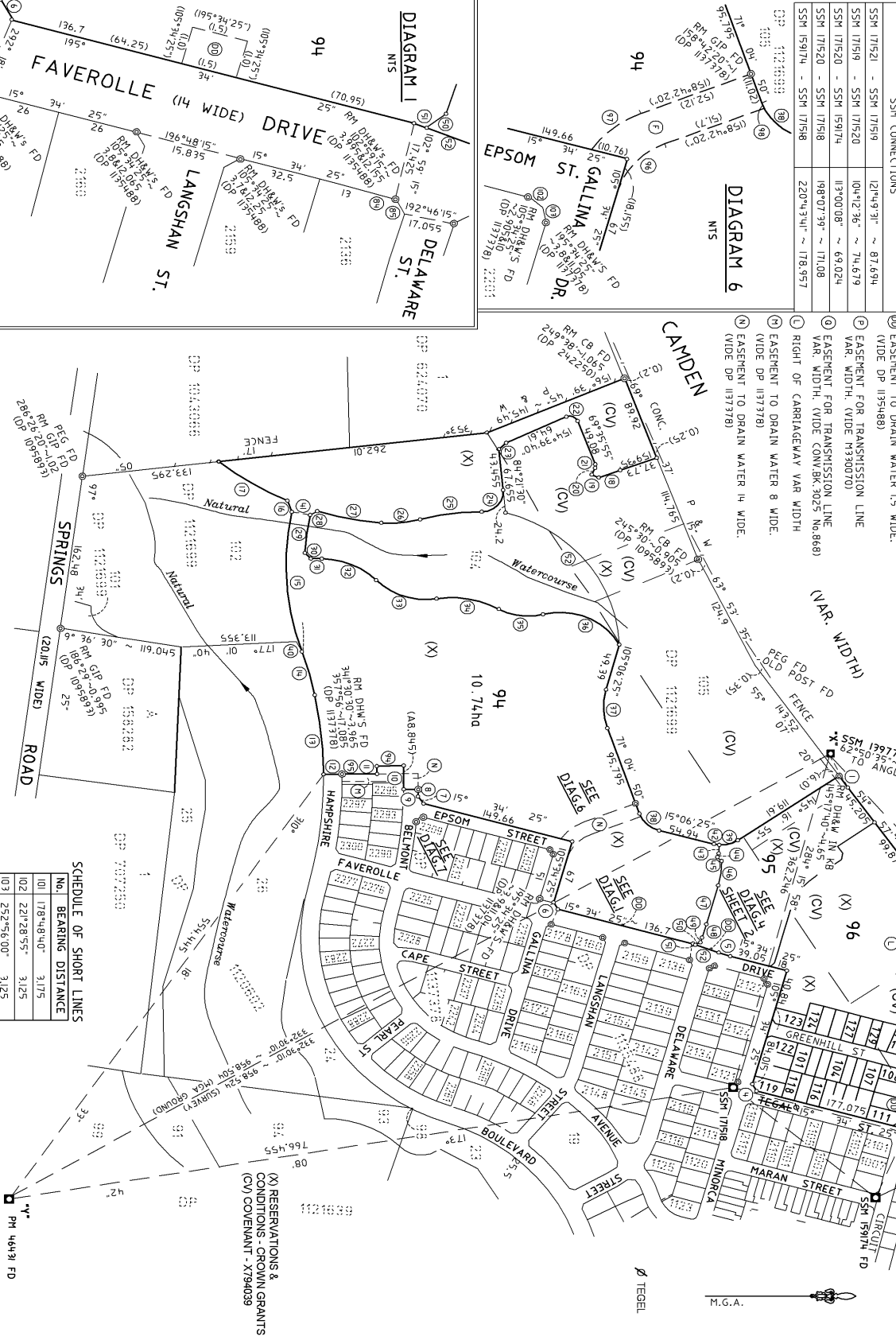
Simmonds

MARK	M.G.A.	CO-ORDINATES	CLASS	ORDER	ORIGIN
PM 464.91	290 457.309	6 227 692.254	8	2	FROM SCIMS SCIMS
SM 178776	290 364.650	6 228 840.496	C	3	FROM SCIMS SCIMS
SM 191777	290 014.707	6 228 542.589	C	3	FROM SCIMS SCIMS
SM 159714	290 482.47	6 228 588.82	U	U	CALCD
SM 17818	290 365.70	6 228 453.20	U	U	CALCD
SM 17819	290 346.50	6 228 634.12	U	U	CALCD
SM 17820	290 418.93	6 228 615.79	U	U	CALCD
SM 17821	290 272.03	6 228 680.37	U	U	CALCD

SOURCE: M.G.A. CO-ORDINATES ADOPTE FROM S.C.I.M.S. AT 19/02/08  
 COMBINED SCALE FACTOR 1.00028



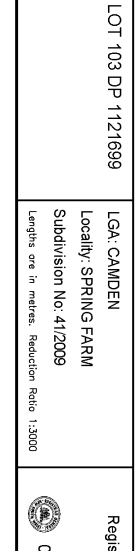
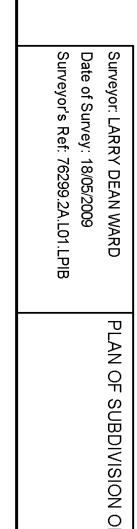
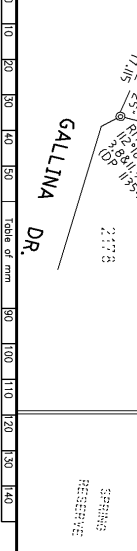
No.	BEARING	DISTANCE	ARC	RADIUS
1	55°07'20"	14.79	—	—
2	48°29'40"	35.05	—	—
3	59°59'25"	44.745	—	—
4	60°34'25"	8.465	—	—
5	19°15'15"	11.87	11.88	92.5
6	60°34'25"	8.465	—	—
7	54°01'05"	9.4	—	—
8	91°45'20"	7.37	7.37	54.2
9	1°22'00"	14	—	—
10	90°00'15"	25.05	25.05	528
11	268°45'50"	8.395	—	—
12	178°35'40"	18	—	—
13	84°09'40"	85.205	85.335	450
14	74°51'05"	47.05	47.085	350
15	268°44'10"	148.945	150.26	282.5
16	70°04'35"	12.56	—	—
17	215°42'25"	78.57	78.8	299.685
18	159°37'25"	22.285	—	—
19	24°35'55"	7.41	—	—
20	114°35'55"	7.86	—	—
21	92°05'55"	3.825	3.925	5
22	22°07'50"	11.79	12.255	8
23	137°03'	9.91	—	—
24	132°07'10"	31.095	35.01	21
25	352°08'10"	60.23	60.41	223.5
26	174°39'45"	37.975	38.175	106.5
27	191°16'15"	63.265	63.395	286.5
28	150°21'10"	8.03	—	—
29	271°09'20"	40.995	40.535	264.5
30	46°28'50"	8.39	—	—
31	1°05'45"	10.66	—	—
32	23°22'35"	57.475	58.88	75
33	198°29'10"	61.71	64.13	67
34	102°22'50"	61.52	62.7	93
35	187°24'00"	43.25	44.36	57
36	23°26'30"	80.635	86.985	65
37	268°05'40"	40.965	41.57	70
38	22°37'05"	26.28	27.355	28
39	164°40'50"	18.6	18.86	28
40	250°03'05"	11.565	11.565	350
41	102°24'30"	18.005	—	—
42	9°35'36"	5.38	5.39	28
43	94°04'45"	9	—	—
44	107°44'10"	41.05	—	—
45	45°17'55"	5.88	—	—
46	97°22'10"	26.065	26.15	91.5
47	05°34'25"	42.775	—	—
48	106°26'00"	14.745	14.745	491.5
49	107°17'35"	5.255	—	—
50	153°54'20"	5.495	—	—
51	20°30'45"	1.82	—	—
52	20°30'45"	24.175	—	—
53	6°44'20"	19.995	19.995	492
54	358°34'40"	26.17	—	—
55	179°39'25"	33.885	—	—
56	132°08'25"	34.435	35.71	38.5
57	322°15'20"	30.145	32.5	52.5
58	168°12'07"	12.99	12.99	128
59	114°45'25"	3.175	—	—
60	145°17'00"	3.175	—	—



**SCHEDULE OF SHORT LINES**

No.	BEARING	DISTANCE
101	178°44'40"	3.175
102	221°28'55"	3.125
103	252°56'00"	3.125

**(X) RESERVATIONS & CONDITIONS - CROWN GRANTS (CV) COVENANT - X794039**



**SCHEDULE OF SHORT LINES**

No.	BEARING	DISTANCE
101	178°44'40"	3.175
102	221°28'55"	3.125
103	252°56'00"	3.125

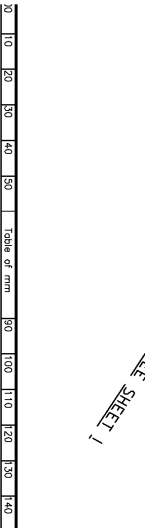


Surveyor: LARRY DEAN WARD  
 Date of Survey: 18/05/2009  
 Surveyor's Ref: 76299 ZA LOI LPIB

PLAN OF SUBDIVISION OF LOT 103 DP 1121699

LGA: CAMDEN  
 Locality: SPRING FARM  
 Subdivision No: 41/2009

Registered  
 09.11.2009



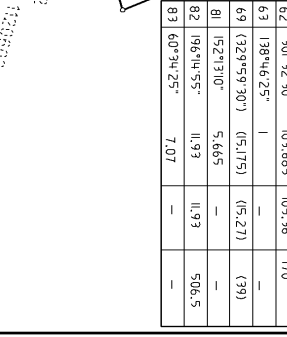
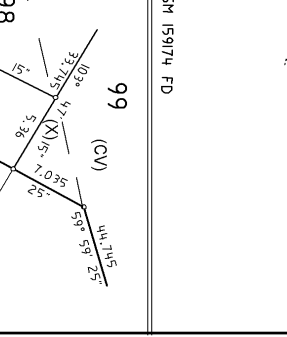
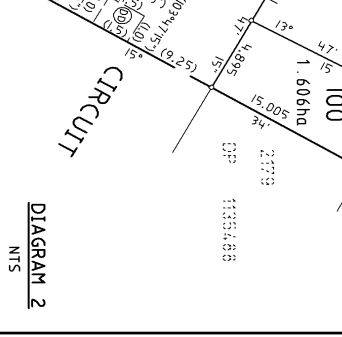
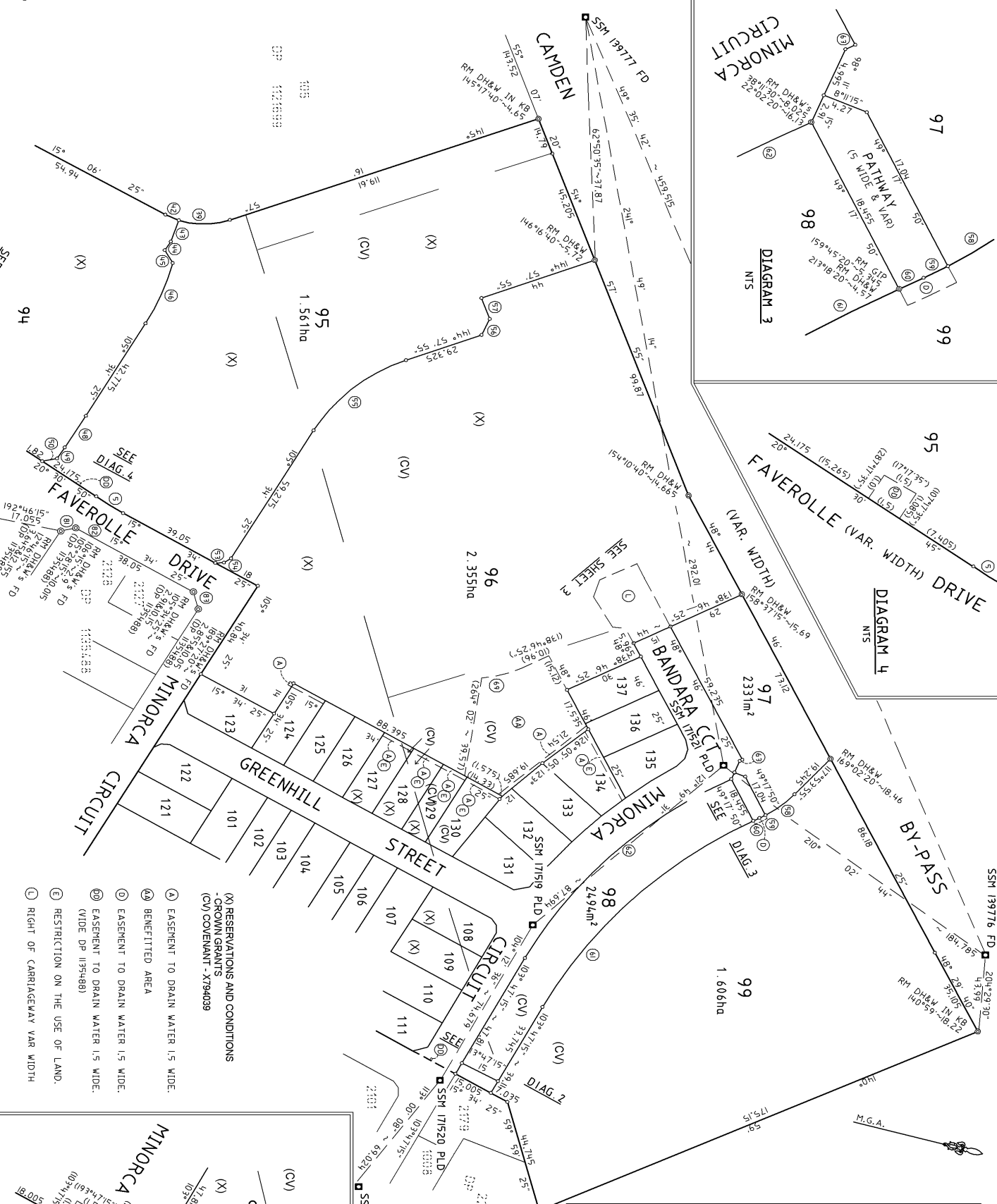
SEE SHEET 1  
 94  
 95  
 96  
 97  
 98  
 99

Surveyor LARRY DEAN WARD  
 Date of Survey: 18/05/2009  
 Surveyor's Ref: 76299/2A/LO1/PIB

PLAN OF SUBDIVISION OF LOT 103 DP 1121699

LGA: CAMDEN  
 Locality: SPRING FARM  
 Subdivision No. 41/2009

Registered  
 09/11/2009  
**DP1142381**



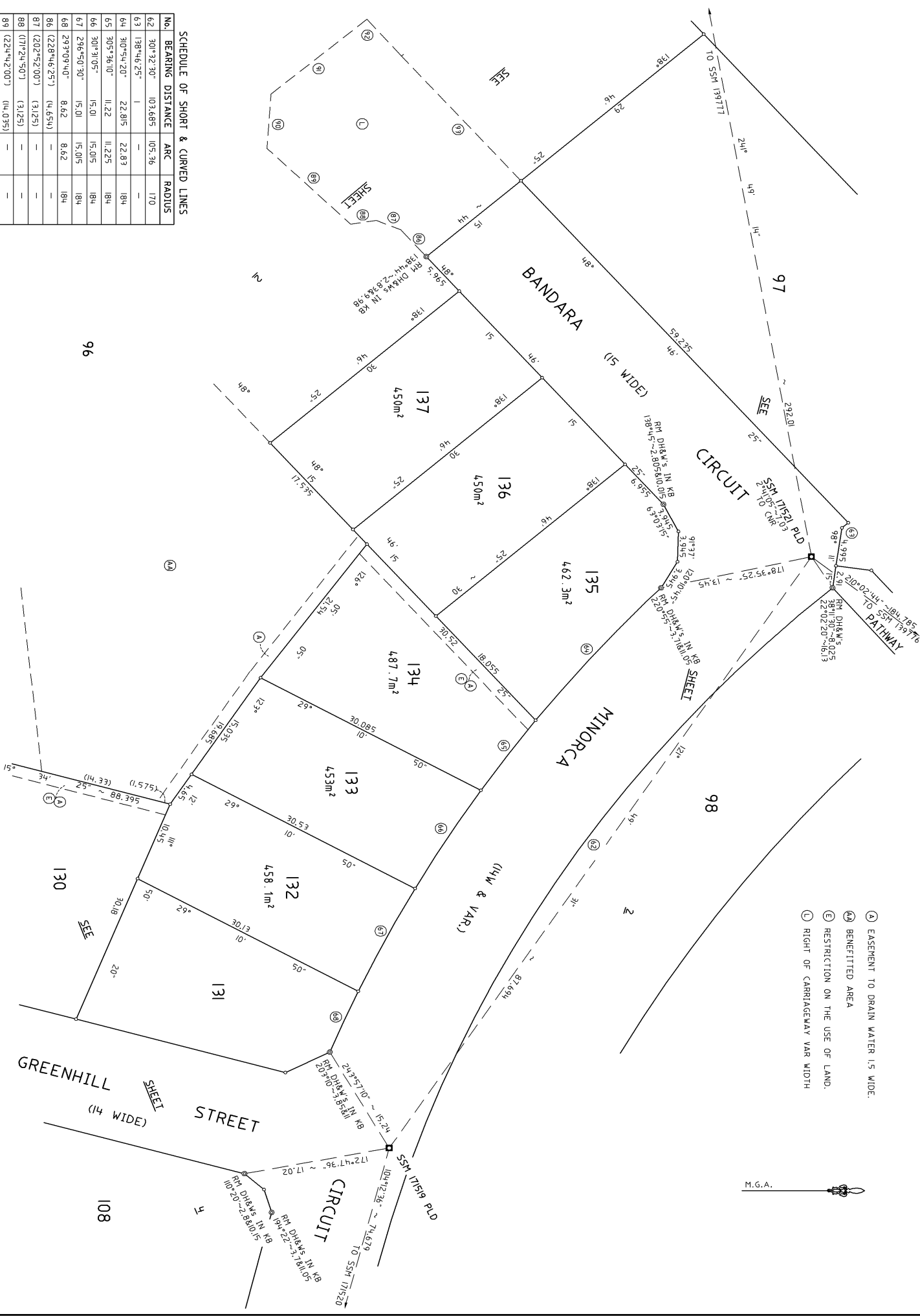
SCHEDULE OF SHORT & CURVED LINES

NO.	BEARING	DISTANCE	ARC	RADIUS
5	191°15'	11.87	11.88	92.5
39	164°40'50"	18.6	18.96	28
42	189°35'35"	5.38	5.39	28
43	94°04'45"	9	—	—
44	107°44'10"	4.05	—	—
45	45°17'55"	5.88	—	—
46	97°23'10"	28.065	26.15	91.5
48	106°26'00"	14.745	14.745	491.5
49	107°17'35"	5.255	—	—
50	153°54'20"	5.495	—	—
53	162°56'00"	3.125	—	—
54	131°28'55"	3.13	—	—
55	305°16'10"	4.3.815	44.685	65
56	99°57'55"	7.07	—	—
57	54°57'55"	8.87	—	—
58	126°48'50"	13.485	13.54	43.5
59	137°22'35"	2.5	2.5	43.5
60	318°37'35"	2.5	2.5	180.5
61	301°00'30"	106.88	108.505	180.5
62	301°32'30"	103.685	105.36	170
63	138°46'25"	1	—	—
69	132°59'30"	(5.175)	(5.27)	(39)
81	152°13'10"	5.665	—	—
82	196°14'55"	11.93	11.93	506.5
83	60°34'25"	7.07	—	—

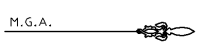
- (X) RESERVATIONS AND CONDITIONS - CROWN GRANTS - (CV) COVENANT - X794039
- (A) EASEMENT TO DRAIN WATER 1.5 WIDE.
- (B) BENEFITED AREA
- (D) EASEMENT TO DRAIN WATER 1.5 WIDE.
- (E) EASEMENT TO DRAIN WATER 1.5 WIDE. (WIDE DP 1195488)
- (F) RESTRICTION ON THE USE OF LAND.
- (L) RIGHT OF CARRIAGEWAY VAR WIDTH

Lengths are in metres. Reduction Ratio 1:1000

No.	BEARING	DISTANCE	ARC	RADIUS
62	301°32'30"	103.685	105.36	170
63	138°46'25"	1	—	—
64	300°54'20"	22.815	22.83	184
65	305°36'10"	11.22	11.225	184
66	301°31'05"	15.01	15.015	184
67	296°50'30"	15.01	15.015	184
68	293°09'40"	8.62	8.62	184
66	(228°46'25")	(4.654)	—	—
67	(202°52'00")	(3.125)	—	—
68	(171°24'50")	(3.125)	—	—
69	(224°42'00")	(4.035)	—	—
90	(274°40'30")	(7.1)	—	—
91	(399°35'20")	(5)	—	—
92	(49°11'00")	(6.305)	(6.305)	(442.5)
93	(48°46'25")	(21.635)	—	—



- (A) EASEMENT TO DRAIN WATER 1:5 WIDE.
- (BA) BENEFITTED AREA
- (E) RESTRICTION ON THE USE OF LAND.
- (L) RIGHT OF CARRIAGEWAY VAR WIDTH



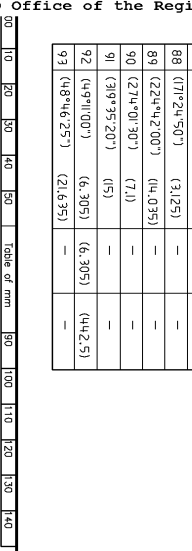
Surveyor: LARRY DEAN WARD  
 Date of Survey: 18/05/2009  
 Surveyor's Ref: 76299.2A.L01.LPIB

PLAN OF SUBDIVISION OF LOT 103 DP 1121699

LGA: CAMDEN  
 Locality: SPRING FARM  
 Subdivision No: 41/2009  
 Lengths are in metres. Reduction Ratio 1:300

Registered  
 09/11/2009

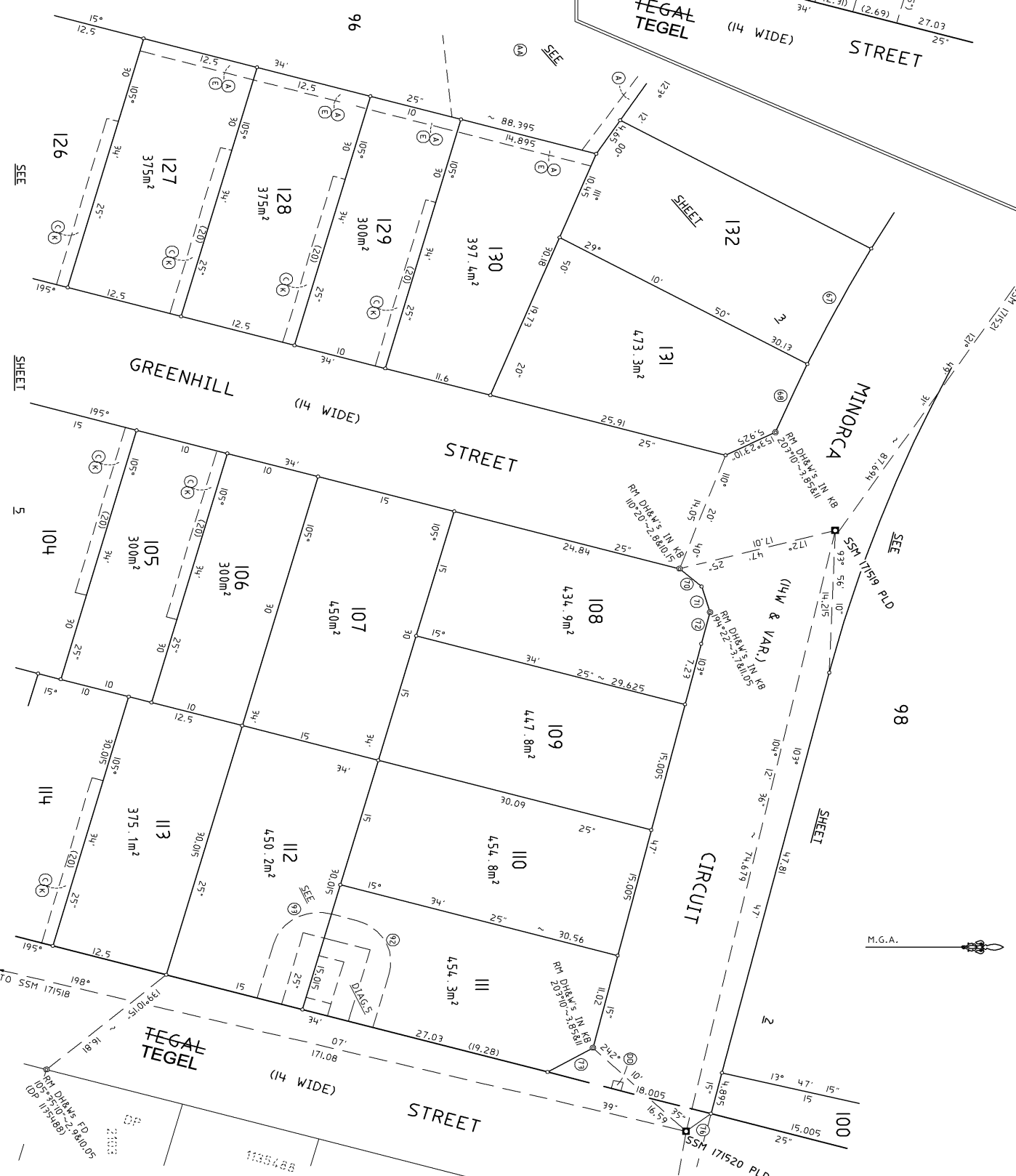
DP1142381



**SCHEDULE OF SHORT & CURVED LINES**

No.	BEARING	DISTANCE	ARC	RADIUS
67	296°50'30"	15.01	15.015	184
68	293°09'40"	8.62	8.62	184
70	41°27'55"	3.12	-	-
71	73°13'10"	3.12	-	-
72	128°44'22'30"	3.775	3.775	184
73	149°40'50"	5.57	-	-
74	60°34'25"	(7.07)	(7.855)	(5)
75	(150°34'25")	(7.07)	(7.855)	(5)
76	(304°19'10")	(8.505)	-	-

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE.
- (M) BENEFITED AREA
- (C) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE.
- (E) RESTRICTION ON THE USE OF LAND.
- (F) EASEMENT FOR PADPOUNT/ELECTRICAL SUBSTATION 2.75 WIDE. (WIDE DP 1135488)
- (G) RESTRICTION ON THE USE OF LAND. (WIDE DP 1135488) No.2
- (H) RESTRICTION ON THE USE OF LAND. (WIDE DP 1135488) No.3
- (J) EASEMENT FOR UNDERGROUND CABLES 2.75 WIDE. (WIDE DP 1135488)
- (D) EASEMENT TO DRAIN WATER 1.5 WIDE. (WIDE DP 1135488)
- (K) EASEMENT FOR CONSTRUCTION 0.9 WIDE.



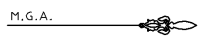
Surveyor: LARRY DEAN WARD  
 Date of Survey: 18/05/2009  
 Surveyor's Ref: 78299/2A/LO1/LPB

PLAN OF SUBDIVISION OF LOT 103 DP 1121699

LGA: CAMDEN  
 Locality: SPRING FARM  
 Subdivision No: 41/2009  
 Lengths are in metres. Reduction Ratio 1:300

Registered  
 09/11/2009

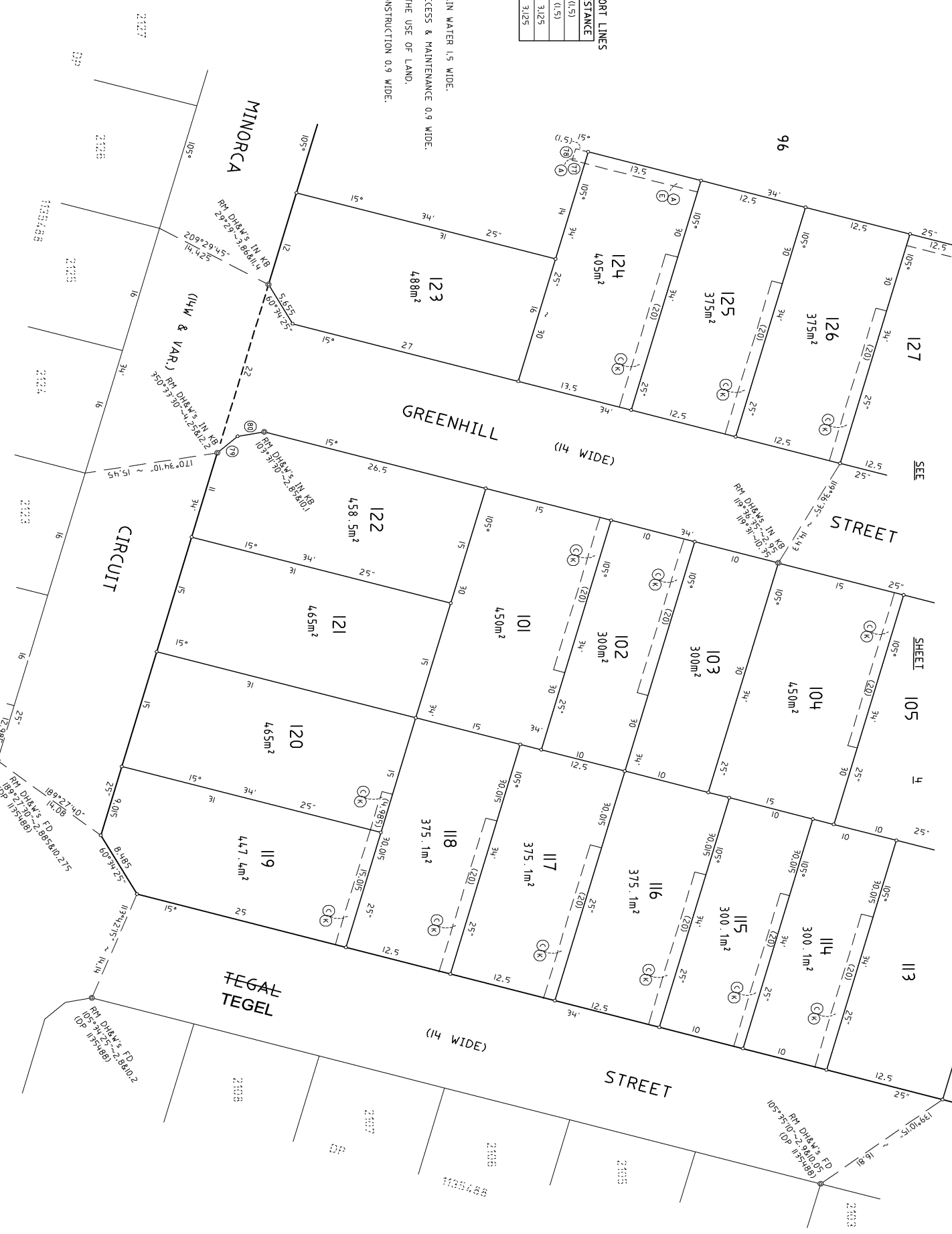
**DP1142381**



**SCHEDULE OF SHORT LINES**

No.	Bearing	Distance
77	(45°34'25")	(1.5)
78	(105°34'25")	(1.5)
79	(138°12'55")	3.125
80	(169°40'00")	3.125

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE.
- (C) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE.
- (E) RESTRICTION ON THE USE OF LAND.
- (K) EASEMENT FOR CONSTRUCTION 0.9 WIDE.



Surveyor: LARRY DEAN WARD  
 Date of Survey: 18/05/2009  
 Surveyor's Ref: 763992ALPB

PLAN OF SUBDIVISION OF LOT 103 DP 1121699

LGA: CAMDEN  
 Locality: SPRING FARM  
 Subdivision No: 412009  
 Lengths are in metres. Reduction Ratio 1:300

Registered  
 09/11/2009

DP1142381

### DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

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

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

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

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

#### Crown Lands NSW/Western Lands Office Approval

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

Signature: ..... Date: ..... File Number: ..... Office: .....

#### Subdivision Certificate

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

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

  
\* Authorised Person/General Manager/Accredited Certifier-

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

\* Delete whichever is inapplicable.

# DP1142381

Registered:  09.11.2009 \*

Title System: TORRENS

Purpose: SUBDIVISION


#### PLAN OF SUBDIVISION OF LOT 103 DP 1121699

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

#### Surveying Regulation, 2006

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

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

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

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

#### Plans used in the preparation of survey/compilation

DP 1121699  
DP 1135488

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

SURVEYOR'S REFERENCE: 76299.2A.L01.LPI 13

\* OFFICE USE ONLY



**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 103 DP 1121699

**DP1142381**

Registered:  09.11.2009

Subdivision Certificate No: 41 of 2009

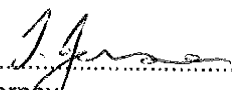
Date of Endorsement: 30th SEPTEMBER 2009

\* OFFICE USE ONLY

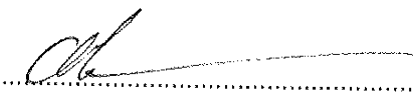
Executed by Mirvac Homes (NSW) Pty Limited ACN 006 922 998

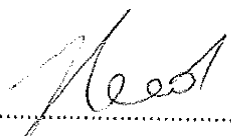
by the party's attorney pursuant to power of attorney registered Book 4548 No 707 who states that no notice of revocation of the power of attorney has been received in the presence of:

  
Witness

  
Attorney  
TREVOR JENSEN  
Name of Attorney (print)

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

  
Witness

  
Attorney  
CRAIG WOOD  
Name of Attorney (print)

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

ePlan

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

(Sheet 1 of <sup>13</sup>14 sheets)

Plan: **DP1142381**

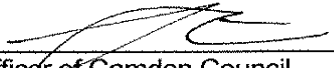
Plan of Subdivision of Lot 103 DP1121699 covered by Subdivision Certificate No. *41 of 2009* dated the *30* day of *SEPTEMBER* 2009

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

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

**Part 1 (Creation)**

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

  
 Authorised Officer of Camden Council

ePlan

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

(Sheet 2 of <sup>13</sup>14 sheets)

Plan: **DP1142381**

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

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

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

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
		117 118 119 120 124 125 126 127 128 129	116 117 118 118 125 126 127 128 129 130
6.	Restriction on the Use of Land	101-137 inclusive	Camden Council
7.	Restriction on the Use of Land	97, 98 & 132-136 inclusive	Camden Council
8.	Restriction on the Use of Land	Each Lot (except for Lots 97 & 98)	Every other Lot (except for Lots 97 & 98)
9.	Easement for Construction 0.9 wide (K)	101 102 104 105 114 115 116 117 118 119 120	102 103 105 106 113 114 115 116 117 118 118

  
 Authorised Officer of Camden Council

**ePlan**

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

(Sheet 3 of <sup>13</sup>14 sheets)

Plan: **DP1142381**

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

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

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

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
		124 125 126 127 128 129	125 126 127 128 129 130
10.	Right of carriageway variable width (L)	96	Camden Council
11.	Restriction on the use of land	97, 98 & 100	Camden Council
12.	Positive Covenant	97, 98 & 100	Camden Council
13.	Restriction on the use of land	97, 98 & 100	Camden Council

**Part 2 (Terms)**

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

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

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

Camden Council.

  
 Authorised Officer of Camden Council

ePlan

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

(Sheet 4 of ~~14~~<sup>13</sup> sheets)

Plan: **DP1142381**

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

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

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

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

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

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

Camden Council.

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

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

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

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

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

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

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

  
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Authorised Officer of Camden Council

ePlan

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

(Sheet 5 of <sup>13</sup>~~14~~ sheets)

Plan: **DP1142381**

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

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

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

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

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

Camden Council.

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

5.1 In this Easement for Access and Maintenance:

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

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

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

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

which cannot otherwise reasonably be carried out; and

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

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

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

(a) the lot benefited; and

  
\_\_\_\_\_  
Authorised Officer of Camden Council

ePlan

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

Plan: **DP1142381**

(Sheet 6 of <sup>13</sup>14 sheets)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

  
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Authorised Officer of Camden Council

ePlan

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

(Sheet 7 of <sup>13</sup>14 sheets)

Plan: **DP1142381**

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

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

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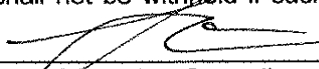
- 7.2 Applications for the issue of these levels are to be directed to the Council, and the levels issued are to be shown on any building application submitted to Council. The Council may also require that no construction above floor level is undertaken prior to certification by a registered surveyor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

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

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

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

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

  
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Authorised Officer of Camden Council



ePlan

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

(Sheet 8 of <sup>13</sup>~~14~~ sheets)

Plan: **DP1142381**

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

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

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

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

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

  
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Authorised Officer of Camden Council

ePlan

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

(Sheet 9 of <sup>13</sup>14 sheets)

Plan: **DP1142381**

Plan of Subdivision of Lot 103 DP1121699 covered by  
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Sydney NSW 2000

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

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

- (a) Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.
- (b) The person having the right to release, vary or modify these restrictions is Mirvac for such period as it is the registered proprietor of the Land and thereafter the owners of the lot benefited.

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

9.1 In this Easement, the following definitions apply:

**Airspace** means the airspace of the lot burdened.

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

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

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

  
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Authorised Officer of Camden Council

ePlan

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

(Sheet 10 of <sup>13</sup>14 sheets)

Plan: **DP1142381**

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

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

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ACN 006 922 998  
Level 26, 60 Margaret Street  
Sydney NSW 2000

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

- (1) give to the owner or occupier of the lot burdened one (1) weeks notice that the owner of the lot burdened intends to access the lot burdened to facilitate the construction of improvements on the lot benefited;
- (2) ensure all work is done properly; and
- (3) cause as little inconvenience as is practicable to the lot burdened and any occupier of the lot burdened; and
- (4) cause as little damage as is practicable to the lot burdened and any improvements on the lot burdened; and
- (5) restore the lot Burdened as nearly as is practicable to its former condition; and
- (6) make good any collateral damage.

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

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

**10. Terms of easement, profit à prendre, restriction, or positive covenant numbered 10 in the plan.**

A Right of Carriageway in the terms set out in Part 1 of Schedule 4A of the Conveyancing Act 1919 (as amended).

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 10 in the plan.**

Camden Council.

**11. Terms of easement, profit à prendre, restriction, or positive covenant numbered 11 in the plan.**

  
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Authorised Officer of Camden Council

ePlan

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

(Sheet 11 of <sup>13</sup>14 sheets)

Plan: **DP1142381**

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

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

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Level 26, 60 Margaret Street  
Sydney NSW 2000

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

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

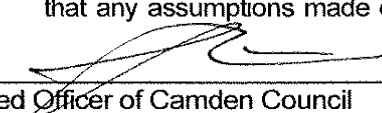
**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 11 in the plan.**

Camden Council.

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

12.1 The registered proprietor of the lots burdened must:

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

  
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Authorised Officer of Camden Council

ePlan

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

(Sheet 12 of <sup>13</sup>~~14~~ sheets)

Plan: **DP1142381**

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

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

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

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

- (e) arrange for a surveyor registered with the Institute of Surveyors to certify the precise location of all retaining walls, noise walls and earth mound components together with a works as executed plan of any approved repairs and/or alterations;
  - (f) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the lot burdened for compliance with the requirements of this covenant
  - (g) comply with the terms of any written notice issued by the Council in respect to the requirements of this covenant within the time stated in the notice.
- 12.2 Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:-
- (a) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the lot burdened with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in clause 12.1(d);
  - (b) the Council may recover from the registered proprietor in a Court of competent jurisdiction:
    - (i) any expense reasonably incurred by it in exercising its powers under clause 12.2(a). Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to clause 12.2(a), supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.
    - (ii) legal costs on an indemnity basis for issue of the notices and recovery of the costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

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

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

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

  
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Authorised Officer of Camden Council

ePlan

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

Plan: **DP1142381**

(Sheet 13 of <sup>13</sup>~~14~~ sheets)

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

Full name and address of the owner of the land:

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


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

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

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

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

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

→  Witness


→ Chris Newman Name of Witness (print)

→ 69 Margaret St, Sydney Address and Occupation of Witness (print)  
Asst. Development Manager


→  Witness

→ Chris Newman Name of Witness (print)

→ 69 Margaret St, Sydney Address and Occupation of Witness (print)  
Asst. Development Manager

→  Attorney

→ TREVOR JONSEN Name of Attorney (print)

→  Attorney

→ Attorney

→ ERIC WOOD Name of Attorney (print)

→ Name of Attorney (print)

  
Authorised Officer of Camden Council

5055240v5 Stage 2A Spring Farm



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

**APPLICANT:** New Horizon Conveyancing  
PO Box 346  
CAMPBELLTOWN NSW 2560

Certificate number: 20216212  
Reference number: 558412  
Certificate issue date: 21/12/2021  
Certificate fee: \$53.00  
Applicant's reference:  
Property number: 1163752  
Applicant's email: info@newhorizonconveyancing.com.au

**DESCRIPTION OF PROPERTY**

Land Description: LOT: 4130 DP: 1161655  
Address: **8 Abel Road SPRING FARM 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 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 (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 (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

SEPP (Housing) 2021



**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 20 - Hawkesbury - Nepean River (No 2 - 1997)

Sydney Regional Environmental Plan No 9 - Extractive Industry (No 2 - 1995)

### **DRAFT LOCAL ENVIRONMENTAL PLAN (LEP'S)**

No.

### **DRAFT STATE ENVIRONMENTAL PLANNING POLICY (SEPP'S)**

SEPP (Remediation of Land) 2018

SEPP (Environment) 2017

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.

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

(3) 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

Contributions Plan No 7 - Road Maintenance Extractive Industry.

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 Part7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

No.

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

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

No.

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

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) 2021 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 88(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 21(1) or 40(1) of State Environmental Planning Policy (Housing) 2021 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**

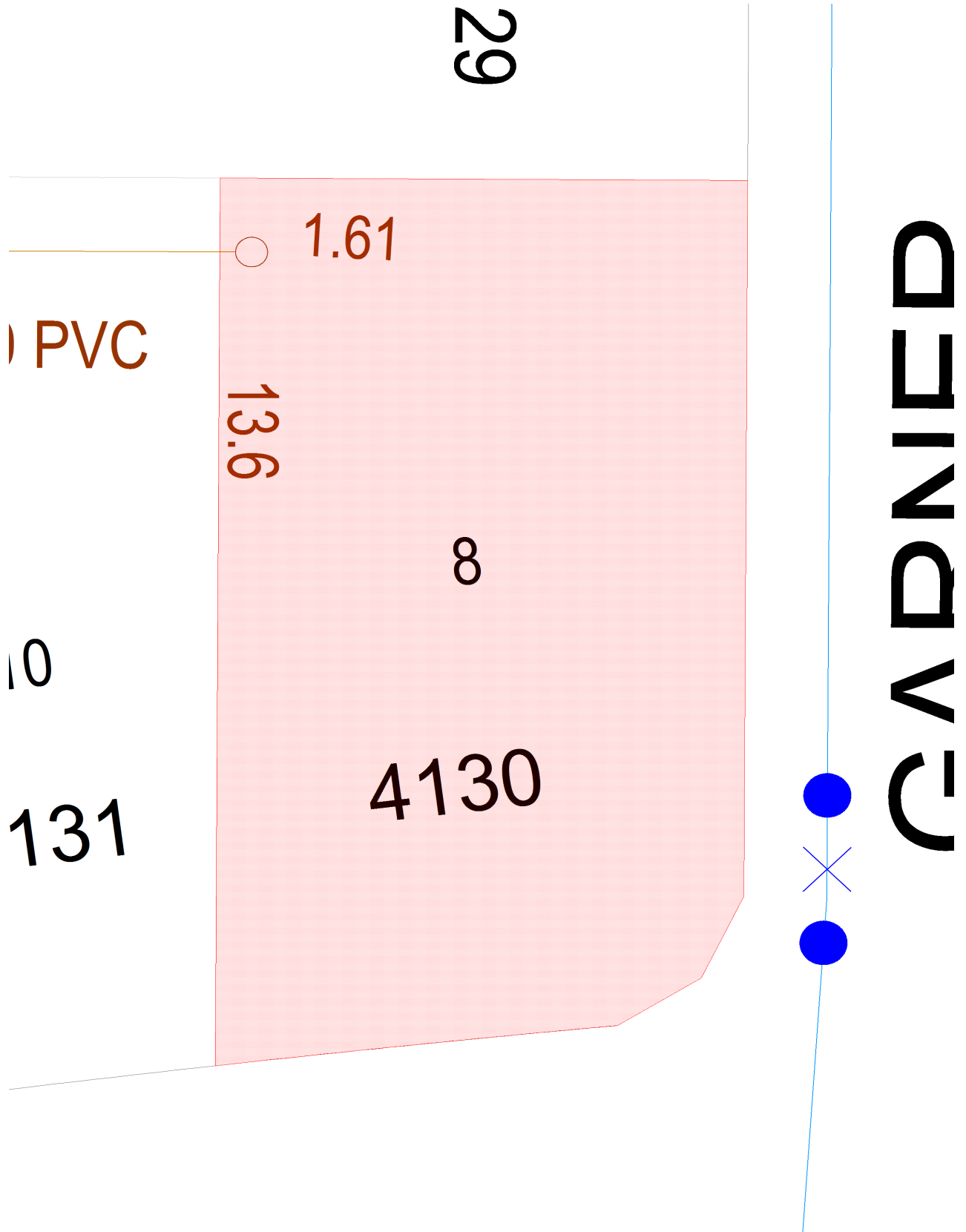
The information on zones, controls etc., given below relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc., apply or are proposed on nearby land then they should make enquiries in person at Council's offices.

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: 8001327200



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**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			

### Disclaimer

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## Pipe Types

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

## Further Information

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

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

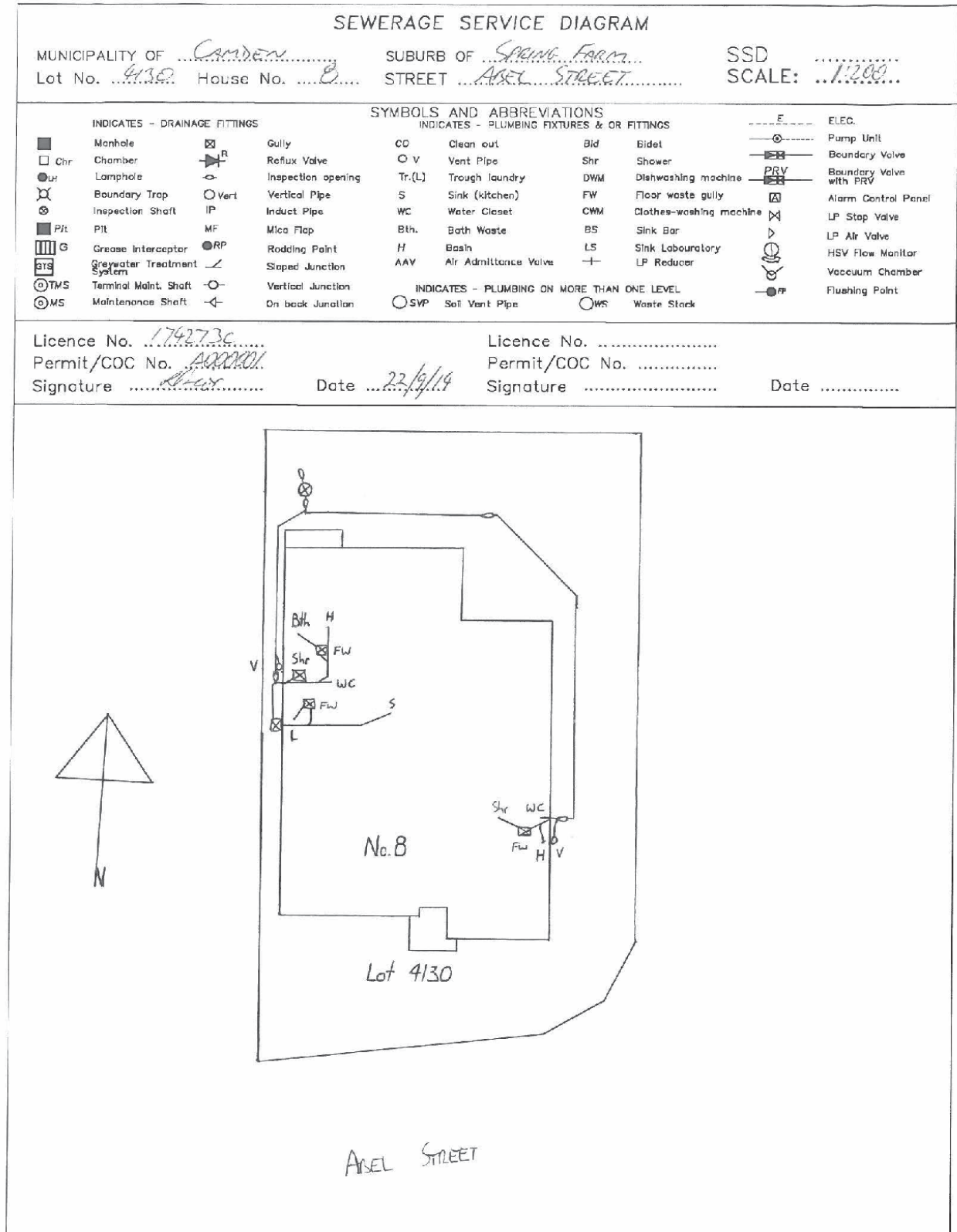
**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

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**.

# Sewer Service Diagram

Application Number: 8001327139



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**Disclaimer**

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



# Home Warranty Insurance Fund

calliden  
group

NSWIREHWI/178319-Builder

25/06/2014

ECSPRO PTY LTD trading as ECSPRO PTY LTD  
Suite 9, 38 Exchange Parade  
NARELLAN NSW 2567

Calliden Insurance Ltd  
ABN 47 004 125 268 AFS Licence 234438  
Level 9, 11-33 Exhibition Street  
MELBOURNE VIC 3000  
Phone: (03) 9637 1300 FAX: 1300 662 215

## Certificate of Insurance

### RESIDENTIAL BUILDING WORK BY CONTRACTORS

A contract of insurance complying with sections 92 and 96A of the *Home Building Act 1989* has been issued by **Calliden Insurance Limited** (ABN 47 004 125 268) (AFSL 234438) as agent for and on behalf of the NSW Self Insurance Corporation (SICorp) (ABN 97 369 689 650) who is responsible for management of the Home Warranty Insurance Fund.

In respect of: New Single Dwelling  
At: Lot 4130 Abel Road  
SPRING FARM NSW 2570  
Carried out by: ECSPRO PTY LTD trading as ECSPRO PTY LTD  
Licence Number: 258611C  
ABN: 47 091 944 713  
For: Suavuu Teli & Meghan Reid  
In the amount of: \$249,000.00

Subject to the Act and the Home Building Regulation 2004 and the conditions of the insurance contract, cover will be provided to:

- a beneficiary described in the contract and successors in title to the beneficiary,
- OR
- the immediate successor in title to the contractor or developer who did the work and subsequent successors in title.

**Authorisation:** Signed by Calliden Insurance Ltd (ABN 47 004 125 268) (AFSL 234438) as agent for and on behalf of the NSW Self Insurance Corporation (SICorp) (ABN 97 369 689 650)

Issued on the 28th day of April, 2014.

**NOTICE:** To download a copy of your insurance policy wording visit <http://www.policywording.com.au>