

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Professionals Narellan &amp; District</b> <b>38 Exchange Parade, Smeaton Grange, NSW</b> <b>2567 Australia</b>	<b>Phone: (02) 4623 0380</b>
co-agent		
vendor	<b>SUSHMA DODDALA</b>	
vendor's solicitor	<b>Bhandary &amp; Bhandary Solicitors</b> <b>4, 995 Victoria Road, West Ryde NSW 2114</b>	<b>Phone: 0408 51 0908</b> <b>Email: <a href="mailto:babalawyers@gmail.com">babalawyers@gmail.com</a></b> <b>Fax: (02) 8583 6501</b> <b>Ref: JB:0407/2022</b>
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date</b> <b>25 ROCHESTER STREET, Gregory Hills, New South Wales 2557</b> <b>Registered Plan: Lot 1828 Plan DP 1211730</b> <b>Folio Identifier 1828/1211730</b>	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: VACANT LAND	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

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

**GST AMOUNT** (optional)  
 The price includes  
 GST of: \$

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

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

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

**Choices**

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

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

**Electronic transaction** (clause 30)

no  YES

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

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

**Land tax** is adjustable

NO  yes

**GST:** Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

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

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

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

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

## List of Documents

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

**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</i> by the <i>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.

*SUSHMA DODDALA*

*PROPERTY:25 ROCHESTER STREET,GREGORY HILLS*

*SPECIAL CONDITIONS*

1. For the purposes of the giving of Notice under Clause 15 of the Contract fourteen (14) days shall be deemed reasonable for the time provided by such Notice.

2. (a) In the event of completion not taking place within the time for completion as stated under completion date herewith but not varied for the giving of Notice then the Purchaser shall pay interest at the rate of EIGHT percent (8%) per annum on the balance of the Contract price herein stipulated from the completion date to the actual date of completion on a daily basis and such payment shall be made at settlement but this provision shall not apply in the event of the Vendor being unable to complete.

(b) The Purchaser acknowledges that if the completion does not take place on the agreed or contractual Settlement Date, then the Purchaser will be required to pay an additional \$350.00+GST at Settlement in consideration for the additional legal expenses incurred in the issuing of Notice to Complete and/or the additional work involved due to the delay in settlement by the Purchaser. This is an essential term of the Contract.

(c) Where the Settlement is cancelled by the Purchaser or the completion fails on that day, then for each cancelled booking/failed completion, the Purchaser shall allow to the Vendor as an adjustment at actual completion, the sum of \$ 250.00 +GST. This is an essential term of the Contract.

(d) The Purchaser expressly acknowledges that the aforesaid amounts payable are a genuine pre-estimate of liquidated damages and/or genuine pre estimates of the damages to reimburse the Vendor for additional legal costs payable by the Vendor in the aforesaid events.

3. (a)The Purchaser acknowledges that they have not, in entering into this Contract for Sale, relied upon any warranty, representation or statement, whether oral or written made or published by or on behalf of the Vendor or any person on behalf of the Vendor except such as are expressly provided herein but have relied entirely upon their own enquiries in relation to and on inspection of the Property.

(b) The Purchaser shall take the Property subject to all faults as at the time of inspection and shall raise no objection, requisition or claim or delay settlement or rescind in respect of any matter of repair or disrepair of the Property, its Inclusions and/or any improvements and/or condition of the Property and/or any latent or patent defects in the Property and/or any Items either erected on or contained in or lying on the Property.

(c)To this extent the Purchaser acknowledges that they have inspected the Property and have satisfied themselves as to condition of the Property and /or any improvements or items either erected on or contained in or lying on the Property and/or the state of its repair/disrepair. Such inspection by the Purchaser extends to any further enquiries/inspections/searches either made by or at the request of the Purchaser prior to entering into this Contract.

(d) The Purchaser expressly acknowledges that they do not rely on any representations made by either the Vendor or on behalf of the Vendor by any person including the listing Agent and that the Purchaser will make no requisitions or objections or claims for compensation or delay completion or rescind in respect of all or any of the aforesaid matters including the following-

i. the condition, contamination (if any) state of repair of the Property (including land, improvements and inclusions) and the Property's topography;

ii. the nature or location of any existing fences or gates erected on or about the Property.

iii. anything disclosed or referred or not disclosed or referred to or missing in this Contract or any annexure or document attached to the Contract.

iv. any encroachment by or upon the Property.

v. any non-compliance of the Local Government Act 1818, the Local Government Act 1893, the Environmental Planning & Assessment Act 1879, the Swimming Pools Act 1892 and/or by laws, regulations, ordinances or rules under these Acts or any other Acts and/or Regulations.

**vi. In respect of the above, the Purchaser indemnifies the Vendor and keep it indemnified for or against any liability, loss, claim, damages, costs and expenses arising from or in connection therewith.**

**This Clause shall not merge on completion.**

4 (a) The Property is sold and the Purchaser shall take Title subject to all Rights of Way, Covenants and Easements noted on the relevant Certificate of Title and Deposited Plan and the Purchaser shall make no requisitions, objections or claims for compensation or delay completion or rescind this Contract in respect of or arising out of any of the aforesaid or any installation or services (including sewers, drains, pipes, cables & Wires) which are on or pass through the Property or which are used in common with any adjoining land and notwithstanding that the same are noted or not noted in this Contract.

(b) The Purchaser shall take title subject to any and all existing water, sewerage, drainage, gas, electricity, telephone and other installations and services. Notwithstanding anything contained in this Contract, the Purchaser shall make no requisitions, objections or claims for compensation or delay completion or rescind this Contract in respect of thereof or by reason of the existence of or passage through or on the pipes, wires or connections of any water sewerage, drainage, gas and electricity, telephone or any other system or service whether to the said land or any adjoining Property or jointly or otherwise.

**©. In respect of the above, the Purchaser indemnifies the Vendor and keep it indemnified for or against any liability, loss, claim, damages, costs and expenses arising from or in connection therewith.**

**This Clause shall not merge on completion.**

5. The purchasers must satisfy themselves as to the effect on the property of any environmental planning scheme or other statutory or other requirement. The vendor gives no warranty as to the conditions relating to the use of the property by the purchaser or any other party. The purchasers must satisfy themselves as to the use of

the property and all consents required for such use for the purchaser's purposes. The purchaser may not delay settlement nor make any requisition, objection or claim for compensation nor have any right of rescission or termination in relation to these matters.

6. The Purchaser acknowledges and warrants that he was not introduced to the Property the subject of this contract through the services of any Real Estate Agent other than the Agent specified in the first page of the Contract and in the event of a claim for compensation being brought in respect of this sale due to the breach of this warranty by the Purchaser by any Licensed Real Estate Agent or any other person, then the Purchaser hereby agrees to indemnify the Vendor for such claim together with damages and costs.

This clause shall not merge on completion.

7. No waiver of any breach of this contract or any of the terms of this contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.

8. The Purchaser warrants and acknowledges that he has obtained the consent of the Foreign Review Board to purchase this Property. Notwithstanding this warranty and acknowledgement, in the event of any fine or penalty or any other consequential damage being incurred by the Vendor for any noncompliance of the Act or otherwise, then the Purchaser shall indemnify and keep indemnified the Vendor against such fines or penalties or other consequential damages including legal costs. This clause shall not merge on completion.

9. The Purchaser hereby authorises the release of the deposit paid hereunder to the Vendor, who intends buying another Property.

10.. The following Amendments shall apply to the 2019 Edition of the Contract for the Sale of Land:

i. Clause 4.1 is amended by deleting "14" and inserting "21" in its place.

ii. Clause 6.1 is amended by deleting the words "or anything else and"

iii. Clause 6.2 is deleted.

(iv) In Clause 7, "before completion" is deleted and "not less than 7 days before the completion date" is substituted.

(v) Clause 7.1.1 is deleted.

(vi) Clause 7.2.1. is amended by the deletion of the words " 10%" and "\$50.00" to be inserted in lieu thereof.

(vii) Clause 7.2.6, "and the amount held and all net interest must be paid to the Vendor" be added at the end of the clause.

(viii) In Clause 10.1.8 and 10.1.9, "substance" is deleted and "existence" is substituted. and "disclosed" is deleted and "noted" is substituted.

(ix) The words "on or" shall be deleted from Clauses 11.1 & 14.8.

(x) Clauses 11.2 & 12.2 are deleted.

(xi) Clause 14.4.2 is deleted and replaced with “by adjusting the amount of land tax assessed by the Commissioner of Land Tax as payable by the Vendor for the Property in respect of the Land Tax Year in which completion occurs”

(xii) Clause 16.5 is amended with the words “plus another 20% of that fee” being deleted.

(xiii) Clause 16.8 is deleted.

(xiv) Clause 16.12 is deleted.

(xv) Clause 20.6.8 is inserted “20.6.8 served on the next business day, where a document is served after 5 p.m on a day that is not a business day”.

(xvi) Clause 23.9 is deleted.

(xvii) Clause 23.13, 23.14 are deleted.

(xviii) Clause 23.15 should read as “ The Vendor authorises the Purchaser to apply for and obtain the information certificate in relation to the Scheme or any higher scheme or under Section 174 of the Strata Schemes Management Act, 2015 and Section 26 of the Community Land Management Act,1889 or as required under any other Laws & Regulations for the time being in force and the same will be forwarded to the Vendor/their Solicitors with the settlement figures at least 7 business days before settlement” .

(xix) Clause 24.3 is deleted.

11.. Notwithstanding any other provision of this Contract, if the deposit agreed to be paid or actually paid by the Purchaser is less than 10% of the purchase price and the Vendor become entitled to the forfeiture of the deposit actually paid THEN the Purchaser will immediately upon demand pay to the Vendor the difference between the actual amount paid and 10% of the purchase price to the intent that 10% of the purchase price is forfeitable upon default pursuant to Clause 9 of the Standard Contract of Land 2019 edition.

The provisions of this clause are in addition to and not as substitute for the rights of the Vendor pursuant to this Contract.

12. The Purchaser warrants that the Property will be used predominantly for residential accommodation. The Purchaser will indemnify the Vendor against any liability to pay GST arising from breach of this warranty.

This right continues after completion and shall not merge on completion.

13. Notwithstanding any other provision of this Contract \$..... of the Deposit of Ten per cent (10%) of the Purchase Price will be payable on the day on which this Contract is made and the balance of the Deposit of Ten per cent (10%) will be payable on or before 5.00 p.m. on the fifth business day after the day on which this contract is made.

#### Reduced Deposit.

The Vendor agrees to accept the Deposit of \$..... in lieu of the 10% Deposit only whilst the Purchase continues to perform his obligations under the Contract for Sale. Immediately upon any default by the Purchaser, the balance of the 10% Deposit will become due and payable and any Deposit forfeited pursuant to Clause 9 of Contract 2019 hereof shall be a 10% Deposit.

14. The Parties agree that if on completion any amounts or apportionment of payments due to be made or adjusted under this Contract are overlooked or incorrectly calculated or adjusted, the correct amounts will be forthwith calculated and paid to the party to whom it is due and payable. This clause shall not merge on completion.

15. Notwithstanding any rule of law or equity, should either party (or any of them) prior to completion die or become mentally ill or be declared bankrupt or enter into liquidation then either party may rescind the Contract whereby the provisions of clause 19 shall apply.

16 The provisions of this Contract having application after completion continue to apply despite completion.

Unenforceability of a provision of this Contract does not affect the enforceability of any other provision.

17. Early Occupation:

17.1 Should the Purchaser make a request for early occupation and/or possession of the Property, the Purchaser shall pay an additional sum of \$ 150+GST to the Vendor, which sum shall be adjusted and paid on settlement.

17.2 If the Purchaser proceeds with the early access and/or possession, the Purchaser shall pay an additional sum of \$ 550+GST to the Vendor which sum shall be adjusted on settlement.

17.3 The Purchaser understands and acknowledges that the sums mentioned in 16.1 & 16.2 above are a genuine pre estimate of the costs and expenses incurred by the Vendor due to the negotiations and processing of the aforesaid request and drafting, negotiating and finalisation of any Licence to occupy the Property.

17.4 This is an essential term of the Contract and shall not merge on completion and the Vendor shall not be required to complete until the aforesaid adjustments and payments are made.

18. Purchaser Corporation.

18.1 This clause applies where the Purchaser is a corporation.

18.2 The Word Guarantor means .....and .....  
(two Directors of the Company /or the sole Director/Secretary of the Company.

18.3 If the Guarantor(s) have not signed this clause, the Vendor may terminate by serving Notice on the Purchaser/Purchaser's Solicitor.

18.4 In consideration of the Vendor entering into this Contract at the request of the Guarantor(s), the Guarantor(s) guarantee to the Vendor-

18.4.1 payment of all monies payable by the Purchaser under the Contract.

18.4.2 Performance of all the obligations of the Purchaser under the Contract.



18.5 The Guarantor(s) hereby indemnifies the Vendor and keep it indemnified for or against all claims, actions, losses, damages, costs, liabilities, expenses or payments incurred by the Vendor in connection with or arising from any breach or default by the Purchaser of its obligations under the Contract And must pay on demand any monies due to the Vendor under this indemnity.

18.6 The Guarantor(s) are jointly and severally liable with the Purchaser for-

18.6.1 the performance by the Purchaser of its obligations under the Contract.  
18.6.2 any damage incurred by the Vendor as a result of the Purchasers' failure to perform its obligations under the Contract or the termination of the Contract by the Vendor.

18.7 If the Vendor assigns or transfers the benefit of this Contract, the Assignee Transferee will have the benefit of this Clause and shall have the same rights as the Vendor.

18.8 The Guarantor(s) hereby accepts and acknowledges that their obligations hereunder are not released, discharged or otherwise diluted by

18.8.1 the granting of any time, waiver or indulgence.

18.8.2 the release or discharge of any person.

18.8.3 the entering of any arrangement, composition or compromise by any person including the Vendor, Purchaser and/or Guarantor.

18.8.4 the winding up of the Purchaser

18.8.5 the happening of any other event or suspension of any right, power, discretion or remedy available to the Vendor under the Contract or any other statute or law or an order of the Court.

18.9 This clause binds the Guarantor(s) and their heirs, executors and administrators.

18.10 This clause operates as a Deed Between the Vendor and the Guarantor(s).

**18.11. Guarantee for Corporate Purchaser**

Notwithstanding anything else contained herein, in consideration of the Vendor contracting with the corporate purchaser ..... ACN ..... (the Guarantors), as is evidenced by the Guarantors execution hereof, guarantee the performance by the Purchaser of all of the Purchaser's obligations under the contract and indemnify the Vendor against any cost or loss whatsoever arising as a result of the default by the Purchaser in performing its obligations under this contract for whatever reason. The Vendor may seek to recover any loss from the Guarantor before seeking recovery from the Purchaser and any settlement or compromise with the Purchaser will not release the Guarantor from the obligation to pay any balance that may be owing to the Vendor. This guarantee is binding on the Guarantors, their respective executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the Vendor.

<p><b>SIGNED</b> by .....</p> <p>the Guarantors in the presence of:</p>	<p>)</p> <p>)</p>	
<p>_____</p> <p>Signature of Witness</p>		<p>_____</p> <p>Signature</p>
<p>_____</p> <p>Print Name of Witness</p>		

19. This clause will apply in the event the Property is sold subject to Tenancy as marked on the first page of the Contract.

19.2 in that case, the property is sold subject to the Residential Tenancy Agreement a copy of which is annexed hereto (the Agreement).

19.3 the Purchaser hereby acknowledges and accepts that they have satisfied themselves about the existing tenancy and cannot make a claim or rescind or terminate in respect of it.

19.4 the Vendor does not promise that the Agreement will be in force on the completion date.

19.5. the Vendor cannot make a claim or requisition or delay completion or rescind or terminate because the Tenant vacates the premises occupied by it at the date of the contract before completion-

- (a) on expiry of the Agreement
- (b) following lawful termination of the Tenancy by the Tenant or by the Vendor with the Purchaser's consent.

© by abandoning the premises in repudiation of the Agreement.

19.6 The Vendor will not grant any new Agreement in respect of any part of the vacant property at the date of this contract or which has become vacant prior to completion except with the prior written consent of the Purchaser which is not to be unreasonably withheld.

19.7 The Purchaser acknowledges that excluded from the sale are any Tenants fixtures and fittings and that it relies on its own enquiries in identifying them and cannot make a claim or requisition or delay settlement or rescind or terminate in relation to such items.

19.8 The Vendor shall be entitled to call upon the rental bond in satisfaction of any amount owing to the Vendor and in that event-

- a. The Vendor will notify the Purchaser of the amount due to and claimed by the Vendor and from the Rental Bond. AND
- b. The Purchaser cannot object or make a claim or delay completion or rescind or terminate this Contract.

19.9 Clause 24.3 of the 2019 Edition of the Contract for the Sale of Land: is deleted.

19.10 Notwithstanding clause 14 of the 2019 Edition of the Contract for the Sale of Land, when adjusting the rent the Vendor will be entitled to deduct the fees and disbursements that the Vendor has paid to the Managing Agents for collection of the rent for the whole period to which the rent payment relates.

**20. Notwithstanding anything herein contained or mentioned or referred or attached, the Purchaser acknowledges and agrees that:**

- (a) **If a building certificate is not attached to this contract the Vendor does not hold a building certificate in respect of this property**
- (b) **Despite clause 11, if the Purchaser applies for a building certificate before completion and the council makes a work order, refuses to issue a certificate for any reason or informs the Purchaser of work to be done before it will issue the certificate, then:**
  - (i) **The Purchaser must not require the Vendor to comply with the work order, remedy the reasons or do the work; and**
  - (ii) **The Purchaser must not make a requisition, or claim, or attempt to delay completion or attempt to rescind or terminate because of any matter referred to in or arising out of this special condition; and**
  - (iii) **The Purchaser indemnifies the Vendor against any liability, loss, claim, damages, costs and expenses arising from or in connection with the Purchaser applying for a building certificate and any work order notice or requirement of the council arising from that application or otherwise.**
  - (iv) **This Clause shall not merge on completion.**

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**SECTION 66W CERTIFICATE**

I, \_\_\_\_\_ of \_\_\_\_\_, certify as follows:

1. I am a \_\_\_\_\_ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **25 ROCHESTER STREET, Gregory Hills**, from **SUSHMA DODDALA** to \_\_\_\_\_ in order that there is no cooling off period in relation to that contract;
3. I do not act for **SUSHMA DODDALA** and am not employed in the legal practice of a solicitor acting for **SUSHMA DODDALA** nor am I a member or employee of a firm of which a solicitor acting for **SUSHMA DODDALA** is a member or employee; and
4. I have explained to :
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and
  - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: \_\_\_\_\_

\_\_\_\_\_

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FOLIO: 1828/1211730

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
4/7/2022	2:55 PM	2	1/12/2021

LAND

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LOT 1828 IN DEPOSITED PLAN 1211730  
AT GREGORY HILLS  
LOCAL GOVERNMENT AREA CAMDEN  
PARISH OF NARELLAN COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1211730

FIRST SCHEDULE

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SUSHMA DODDALA (T AR673619)

SECOND SCHEDULE (11 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1119742 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1211730 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1211730 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT  
TO THE LAND ABOVE DESCRIBED
- 5 DP1211730 EASEMENT FOR SUPPORT 0.3 METRE(S) WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1211730 EASEMENT FOR SUPPORT 0.3 METRE(S) WIDE APPURTENANT TO  
THE LAND ABOVE DESCRIBED
- 7 DP1211730 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (12) IN THE S.88B INSTRUMENT
- 8 DP1211730 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (13) IN THE S.88B INSTRUMENT
- 9 DP1211730 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (15) IN THE S.88B INSTRUMENT
- 10 DP1211730 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (18) IN THE S.88B INSTRUMENT
- 11 AR673620 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Plan Sheet 2 of 7 sheets

SCHEDULE OF REFERENCE MARKS PLACED

N°	BEARING	DISTANCE	TYPE
RM1	282°56'40"	3.455	DH&W
RM2	232°50'15"	1.805	DH&W
RM3	232°36'15"	3.365	DH&W
RM4	232°36'15"	3.355	DH&W
RM5	132°18'10"	1.115	DH&W
RM6	315°58'10"	3.718	DH&W
RM7	293°36'15"	3.59	DH&W
RM8	311°15"	1.171	DH&W
RM9	203°42'35"	3.455	DH&W
RM10	317°45'55"	3.745	DH&W
RM11	207°42'30"	3.615	DH&W
RM12	193°18'10"	1.107	DH&W
RM13	193°18'10"	1.14	DH&W
RM14	183°42'55"	3.65	DH&W
RM15	183°42'55"	1.1325	DH&W

SCHEDULE OF SHORT LINES

N°	BEARING	DISTANCE	ARC	RADIUS
1	158°36'15"	10.41	10.42	92.6
2	105°13'45"	6.225	6.225	92.6
3	111°49'45"	6.665	6.665	107.4
4	207°14'30"	7.625	7.63	92.6
5	104°53'35"	8.845	8.85	198.9

SCHEDULE OF SHORT LINES

N°	BEARING	DISTANCE	ARC	RADIUS
6	68°36'15"	5.665	5.665	52.5
7	68°36'15"	5.665	5.665	52.5
8	158°33'35"	5.685	5.685	52.5
9	113°49'35"	1.815	1.815	92.6
10	103°18'10"	0.965	0.965	92.6
11	68°31'35"	5.66	5.66	52.5

AREA DESIGNATED WITHIN BENEFITED BY EASEMENT FOR SUPPORT 0.3 WIDE (H)

DP11317298

93

N DENOTES WALL PLACED IN CONCRETE BLOCK RETAINING WALL

RMXXI DENOTES CUT TO CENTRE OF 0.19 WIDE CONCRETE BLOCK RETAINING WALL STRADDLING BOUNDARY

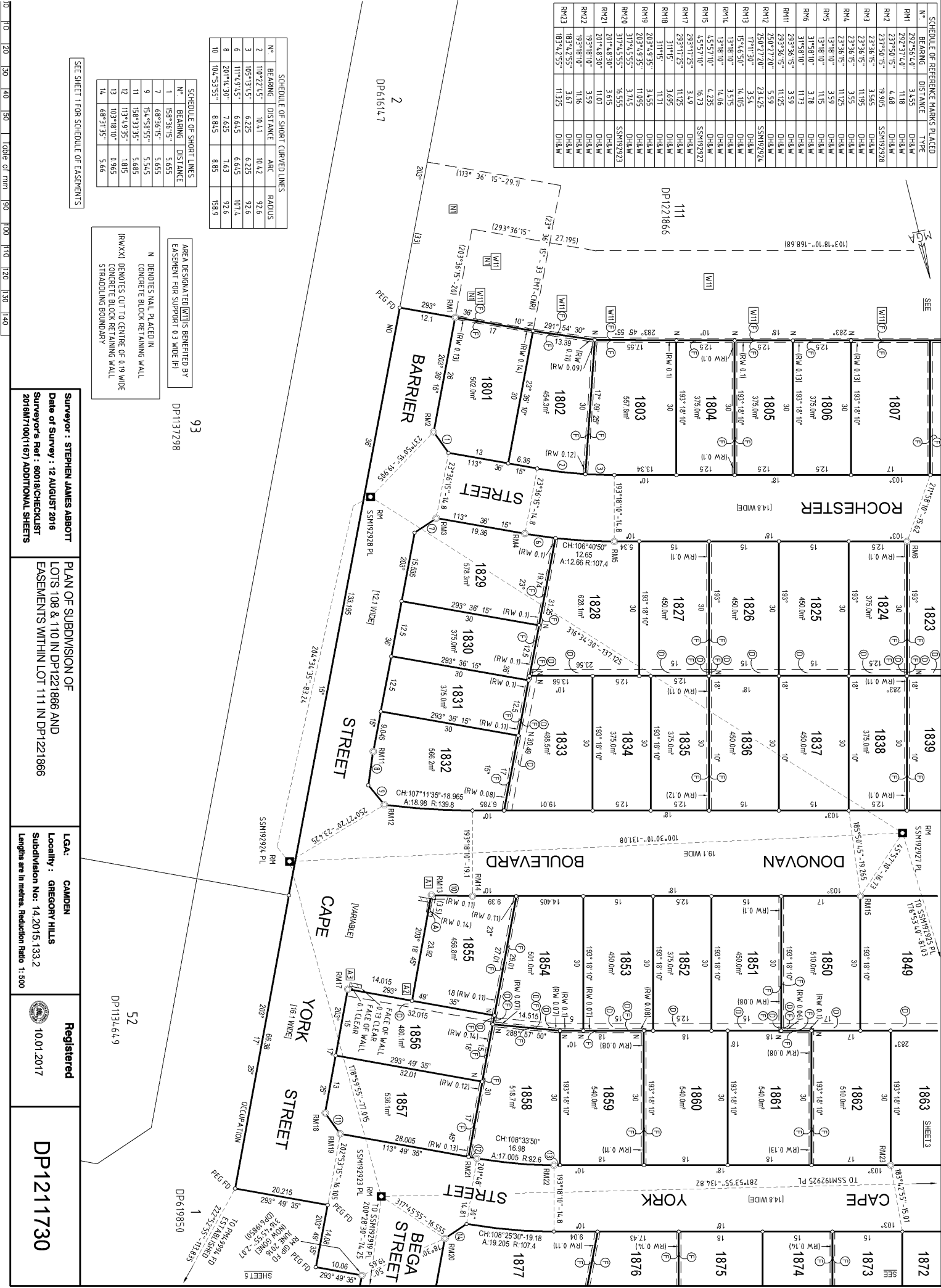
SEE SHEET 1 FOR SCHEDULE OF EASEMENTS

PLAN OF SUBDIVISION OF LOTS 108 & 110 IN DP1221866 AND EASEMENTS WITHIN LOT 111 IN DP1221866

Surveyor: STEPHEN JAMES ABBOTT  
 Date of Survey: 12 AUGUST 2016  
 Surveyor's Ref: 60018/CHECKLIST 2016M7100(1617) ADDITIONAL SHEETS

LGA: CAMDEN  
 Locality: GREGORY HILLS  
 Subdivision No: 14.2015.133.2  
 Lengths are in metres. Reduction Ratio 1:500

Registered  
 10.01.2017  
 DP1211730



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

Surveyor: STEPHEN JAMES ABBOTT  
 Date of Survey: 12 AUGUST 2016  
 Surveyor's Ref: 60018/CHECKLIST 2016M7100(1617) ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOTS 108 & 110 IN DP1221866 AND EASEMENTS WITHIN LOT 111 IN DP1221866

LGA: CAMDEN  
 Locality: GREGORY HILLS  
 Subdivision No: 14.2015.133.2  
 Lengths are in metres. Reduction Ratio 1:500

Registered  
 10.01.2017

DP1211730



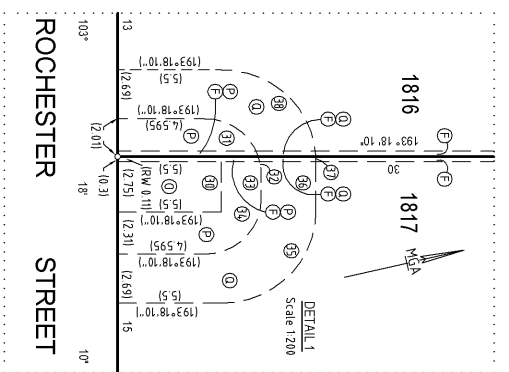
(AA) RESTRICTION ON THE USE OF LAND (NO 9) & (NO 10) (DP1188124)

SEE SHEET 1 FOR SCHEDULE OF EASEMENTS.  
 AREAS DESIGNATED [W1], [W2] & [W3] ARE BENEFITTED BY EASEMENT FOR SUPPORT (0.3 WIDE IFI)  
 N DENOTES MAIL PLACED IN CONCRETE BLOCK RETAINING WALL  
 [RMXXX] DENOTES CUT TO CENTRE OF 0.19 WIDE CONCRETE BLOCK RETAINING WALL STRADDLING BOUNDARY

SCHEDULE OF REFERENCE MARKS PLACED	
N <sup>o</sup>	BEARING DISTANCE TYPE
RM6	318° 10' 0" 3.78 DH&W
RM7	143° 33' 55" 3.57 DH&W
RM8	153° 52' 30" 11.13 DH&W
RM9	98° 24' 10" 4.46 DH&W
RM10	113° 50' 10" 11.26 DH&W
RM11	109° 17' 13" GIP
RM12	45° 57' 10" 4.233 DH&W
RM13	45° 57' 10" 16.73 SSM192927
RM14	10° 4' 3" 14.12 DH&W
RM15	103° 42' 55" 3.67 DH&W
RM16	239° 58' 5.3 DH&W
RM17	213° 36' 11.88 DH&W

SCHEDULE OF SHORT LINES	
N <sup>o</sup>	BEARING DISTANCE
4	58° 18' 10" 5.655
24	(103° 18' 10") (0.3) BODY EASEMENT
25	(103° 18' 10") 11.851
29	13° 18' 10" 0.765
30	(103° 18' 10") 12.751
33	(103° 18' 10") 12.751
36	(103° 18' 10") 3.47
37	(103° 18' 10") 12.751
38	(103° 18' 10") 12.751



SCHEDULE OF SHORT CURVED LINES				
N <sup>o</sup>	BEARING	DISTANCE	ARC	RADIUS
26	86° 45' 20"	(14.24)	(14.44)	(25)
27	153° 28' 20"	(8.555)	(8.675)	(15)
28	125° 11' 55"	(10.07)	(19.205)	(4.3)
31	163° 40' 00"	(3.475)	(3.705)	(3)
32	153° 40' 00"	(1.005)	(1.01)	(3)
34	114° 08' 10"	(4.245)	(4.71)	(3)
35	114° 08' 10"	(7.07)	(7.855)	(5)
37	110° 35' 10"	(0.30)	(0.30)	(5)
38	156° 35' 10"	(6.855)	(7.555)	(5)
85	129° 26' 40"	(18.305)	(16.39)	(14.3)
86	132° 44' 25"	(10.825)	(11.075)	(15)
87	135° 35' 55"	(11.845)	(11.96)	(23)

Surveyor: STEPHEN JAMES ABBOTT  
 Date of Survey: 12 AUGUST 2016  
 Surveyor's Ref: 60018/CHECKLIST  
 2016M7100(1167) ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOTS 108 & 110 IN DP1221866 AND EASEMENTS WITHIN LOT 111 IN DP1221866

LGA: CAMDEN  
 Locality: GREGORY HILLS  
 Subdivision No: 14.2015.133.2  
 Lengths are in metres. Reduction Ratio 1:500

Registered 10.01.2017  
 DP1211730

ROCHESTER STREET  
 VILLAGE STREET  
 CIRCUIT  
 DONOVAN  
 BOULEVARD  
 YORK CAPE

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SEE SHEET 1  
 SEE SHEET 2  
 SEE SHEET 4

SCHEDULE OF REFERENCE MARKS PLACED

N°	BEARING	DISTANCE	TYPE
RM23	183°42'55"	3.67	DIRM
RM24	239°52'58"	5.3	DIRM
RM25	213°36'	11.88	DIRM
RM26	270°0'	3.65	DIRM
RM27	217°00'	11.24	DIRM
RM28	347°00'	4.25	DIRM
RM29	347°00'	13.15	DIRM

THE AREAS DESIGNATED [Z] ARE BENEFITED BY EASEMENT TO DRAIN WATER 15 WIDE (DP1221866) (C)

AREAS DESIGNATED [W1] - [W18] ARE BENEFITED BY EASEMENT FOR SUPPORT 0.3 WIDE (DP1221866) (E)

SEE SHEET 1 FOR SCHEDULE OF EASEMENTS

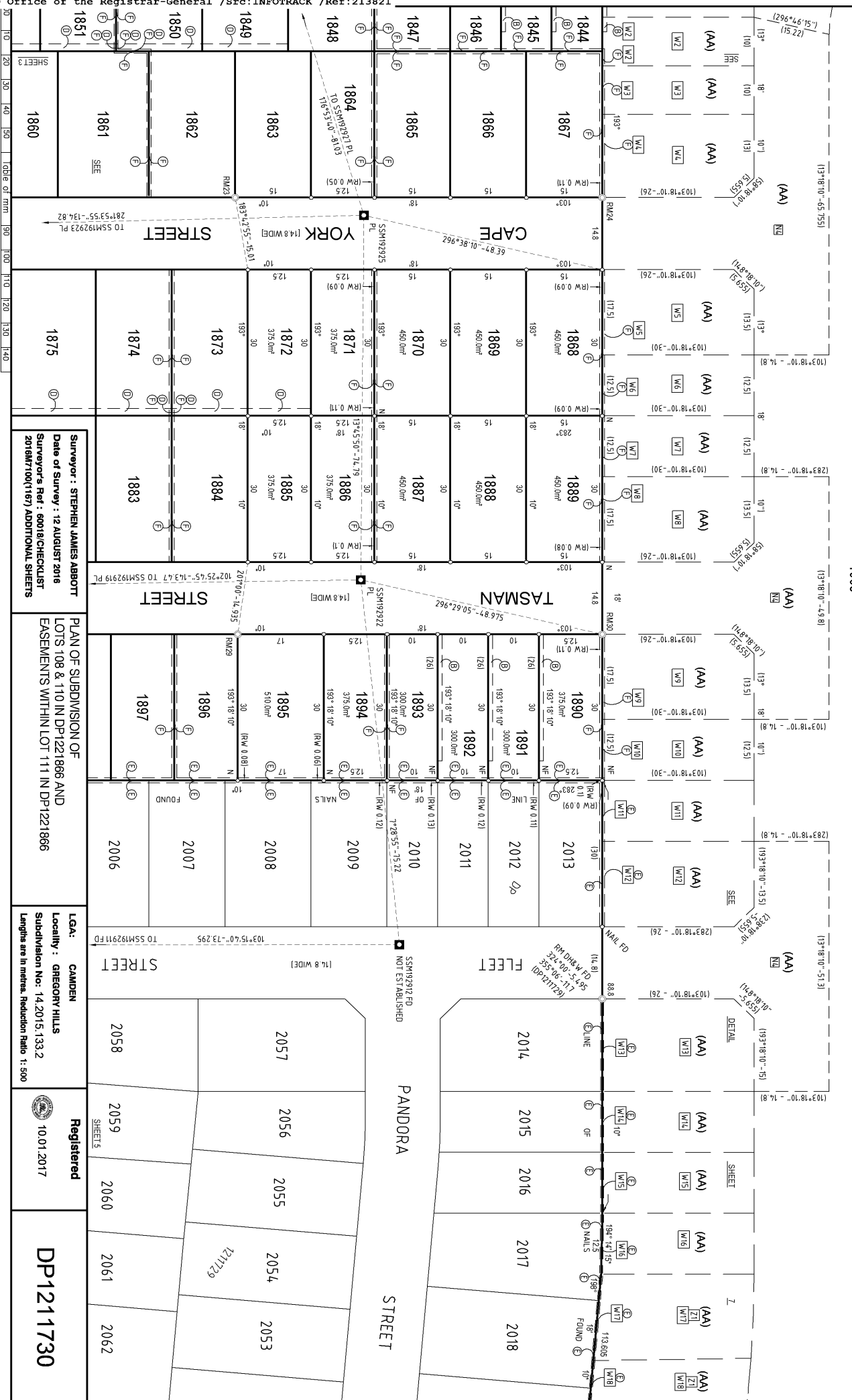
AREAS DESIGNATED [W1] - [W18] ARE BENEFITED BY EASEMENT FOR SUPPORT 0.3 WIDE (FI)

N DENOTES MAIL PLACED IN CONCRETE BLOCK RETAINING WALL

NF DENOTES MAIL FOUND IN CONCRETE BLOCK RETAINING WALL

[RWXXI] DENOTES CUT TO CENTRE OF 0.19 WIDE CONCRETE BLOCK RETAINING WALL STRADDLING BOUNDARY

(AA) RESTRICTION ON THE USE OF LAND (NO 9) & (NO 10)(DP1188124)



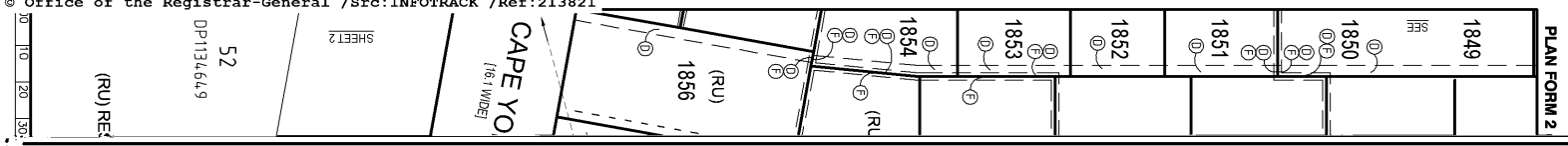
Surveyor: STEPHEN JAMES ABBOTT  
 Date of Survey: 12 AUGUST 2016  
 Surveyor's Ref: 60018/CHECKLIST  
 2016M7100(1167) ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOTS 108 & 110 IN DP1221866 AND EASEMENTS WITHIN LOT 111 IN DP1221866

LGA: CAMDEN  
 Locality: GREGORY HILLS  
 Subdivision No: 14.2015.133.2  
 Lengths are in metres. Reduction Ratio 1:500

Registered  
 10.01.2017  
 DP1211730

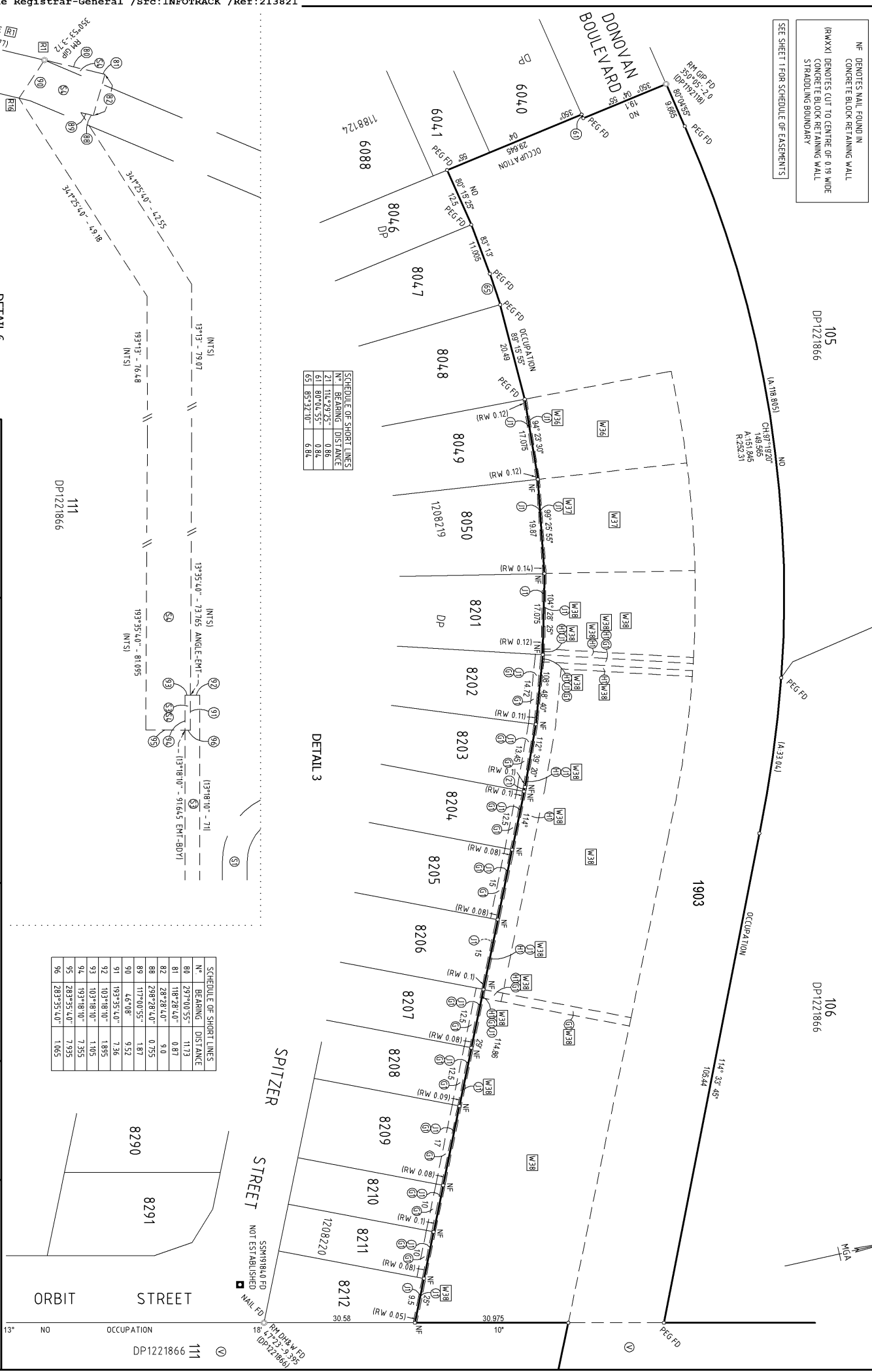




THE AREAS DESIGNATED (X) TO (X) ARE BENEFITED BY EASEMENT FOR SUPPORT 1.3 WIDE (DP1228291)

N<sup>o</sup> DENOTES NAIL FOUND IN CONCRETE BLOCK RETAINING WALL  
 (RWXX) DENOTES CUT TO CENTRE OF 0.19 WIDE CONCRETE BLOCK RETAINING WALL STRADDLING BOUNDARY

SEE SHEET 1 FOR SCHEDULE OF EASEMENTS



105  
DP1221866

106  
DP1221866

LA 118 (8/15)  
 CH 371 (14/20)  
 A 140, 585  
 A 151, 945  
 R 258, 31

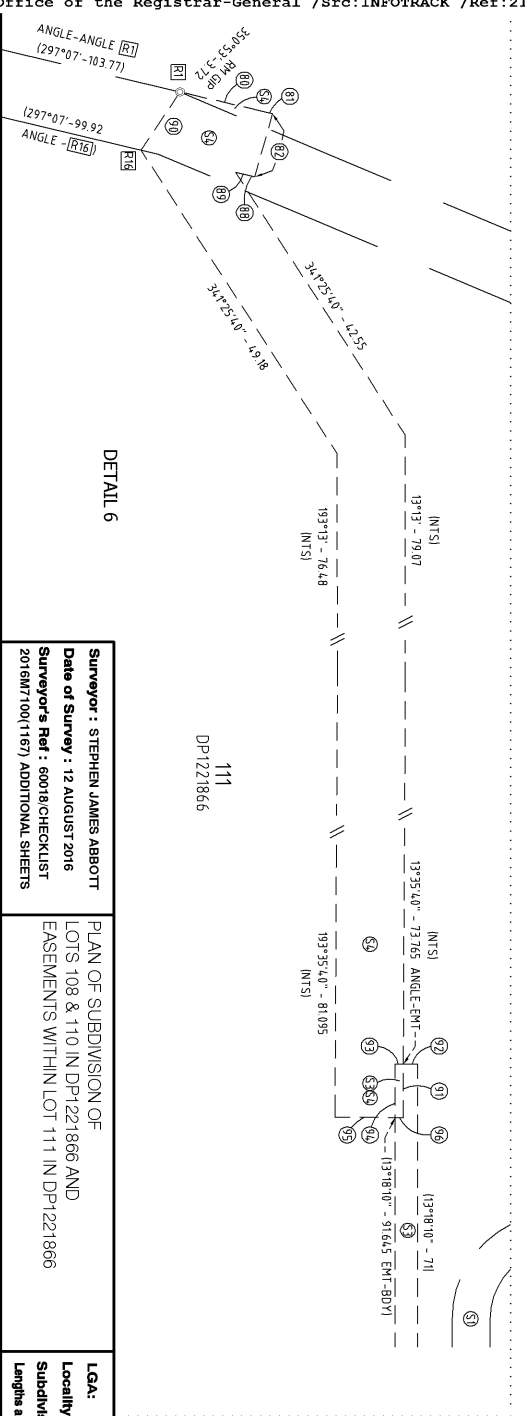
SCHEDULE OF SHORT LINES

N <sup>o</sup>	BEARING	DISTANCE
21	114°29'25"	0.86
61	80°04'55"	0.84
65	85°32'10"	6.84

DETAIL 3

SCHEDULE OF SHORT LINES

N <sup>o</sup>	BEARING	DISTANCE
80	297°00'55"	111.3
81	108°28'4.0"	0.87
82	28°28'4.0"	9.0
88	298°28'4.0"	0.755
89	117°00'55"	1.87
90	46°10'	9.52
91	193°35'4.0"	7.36
92	103°18'10"	1.895
93	103°18'10"	1.895
94	193°16'10"	7.355
95	283°35'4.0"	7.935
96	283°35'4.0"	1.065



SCHEDULE OF SHORT LINES

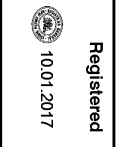
N <sup>o</sup>	BEARING	DISTANCE
80	297°00'55"	111.3
81	108°28'4.0"	0.87
82	28°28'4.0"	9.0
88	298°28'4.0"	0.755
89	117°00'55"	1.87
90	46°10'	9.52
91	193°35'4.0"	7.36
92	103°18'10"	1.895
93	103°18'10"	1.895
94	193°16'10"	7.355
95	283°35'4.0"	7.935
96	283°35'4.0"	1.065

DETAIL 6

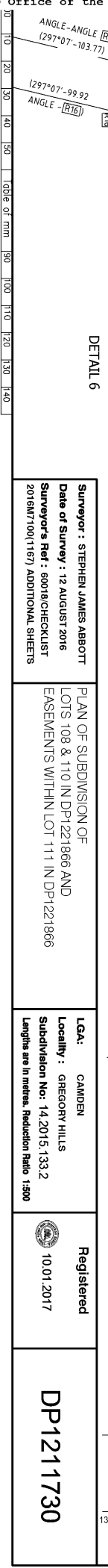
**Surveyor:** STEPHEN JAMES ABBOTT  
**Date of Survey:** 12 AUGUST 2016  
**Surveyor's Ref:** 60018/CHECKLIST 2016M/1001167/ ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOTS 108 & 110 IN DP1221866 AND EASEMENTS WITHIN LOT 111 IN DP1221866

**LGA:** CAMDEN  
**Locality:** GREGORY HILLS  
**Subdivision No:** 14.2015.133.2  
 Lengths are in metres. Reduction Ratio 1:500



**Registered**  
 10.01.2017  
**DP1211730**



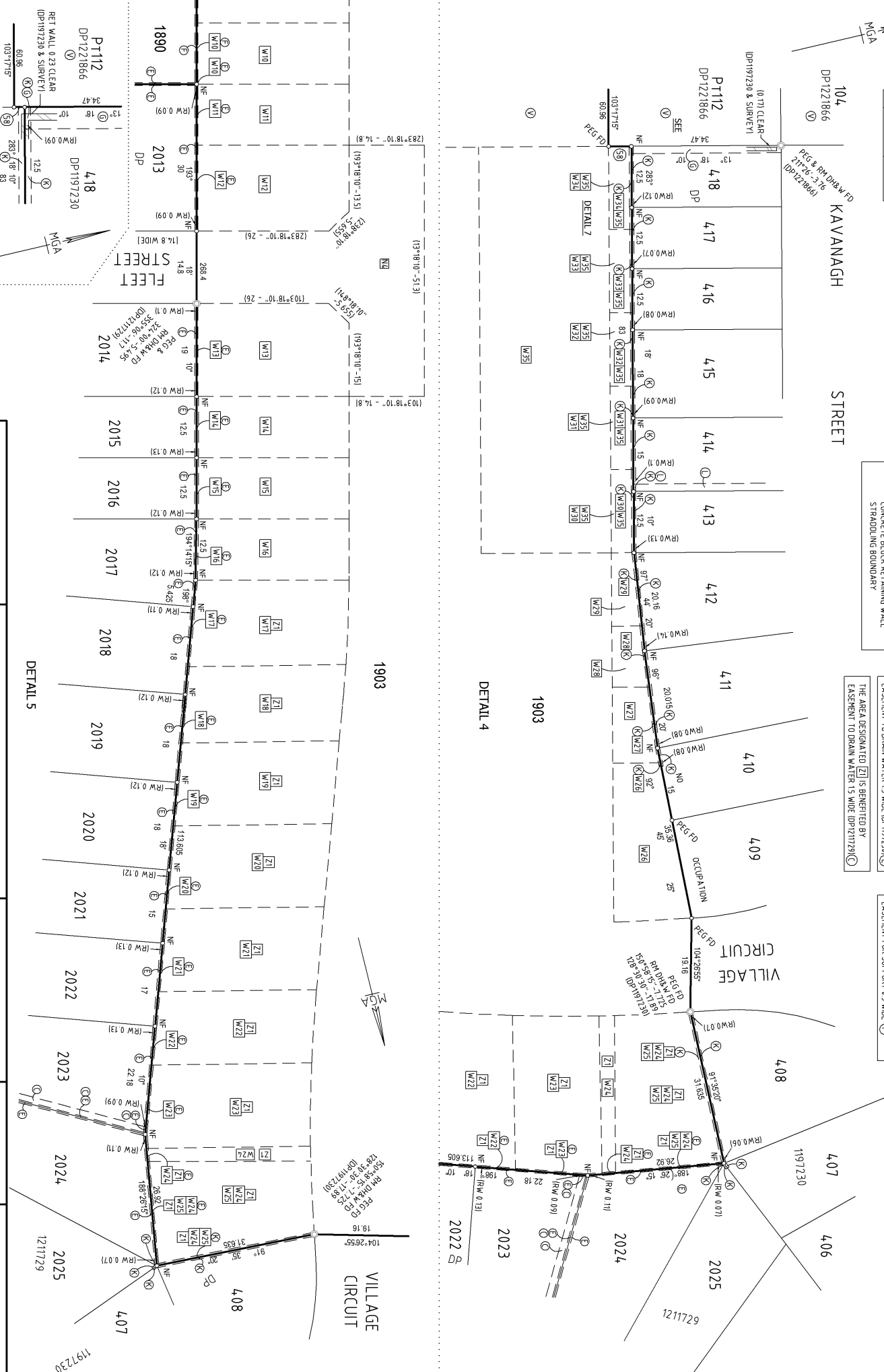
SCHEDULE OF SHORT LINES	
N°	BEARING / DISTANCE
58	193°18'10" / 4.7'

SEE SHEET 1 FOR SCHEDULE OF EASEMENTS

NF DENOTES MAIL FOUND IN CONCRETE BLOCK RETAINING WALL  
 RWXXI DENOTES CUT TO CENTRE OF 0.19 WIDE CONCRETE BLOCK RETAINING WALL  
 STRADDLING BOUNDARY

THE AREAS DESIGNATED W25, W26 ARE BENEFITED BY EASEMENT FOR SUPPORT 0.3 WIDE (DP197230) (X)  
 THE AREA DESIGNATED W25 IS BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE (DP197230) (I)  
 THE AREA DESIGNATED Z1 IS BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE (DP171729) (C)

THE AREAS DESIGNATED W10, W21 ARE BENEFITED BY EASEMENT FOR SUPPORT 0.3 WIDE (DP171729) (E)  
 THE AREA DESIGNATED W10 IS BENEFITED BY EASEMENT FOR SUPPORT 0.3 WIDE (F)



**DETAIL 7**  
NOT TO SCALE  
1903

**DETAIL 5**

**DETAIL 4**

**DETAIL 7**

<p><b>Surveyor:</b> STEPHEN JAMES ABBOTT                  Date of Survey: 12 AUGUST 2016                  Surveyor's Ref: 60018/CHECKLIST                  2016M71001167/ ADDITIONAL SHEETS</p>	<p>PLAN OF SUBDIVISION OF LOTS 108 &amp; 110 IN DP1221866 AND EASEMENTS WITHIN LOT 111 IN DP1221866</p>
<p><b>LGA:</b> CAMDEN                  Locality: GREGORY HILLS                  Subdivision No: 14.2015.133.2                  Lengths are in metres. Reduction Ratio 1:500</p>	<p><b>Registered</b>                  10.01.2017</p>
<p><b>DP1211730</b></p>	

Scale: 1:500

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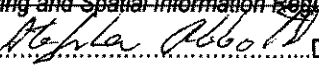

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan


DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 8 sheet(s)

<p>Registered:  10.01.2017</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p style="font-size: 2em; font-weight: bold;">DP1211730</p> <p>Office Use Only</p>
<p><b>PLAN OF SUBDIVISION OF LOTS 108 &amp; 110 IN DP1221866 AND EASEMENTS WITHIN LOT 111 IN DP1221866</b></p>	<p>LGA: CAMDEN</p> <p>Locality: GREGORY HILLS</p> <p>Parish: NARELLAN</p> <p>County: CUMBERLAND</p>
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, <b>STEPHEN JAMES ABBOTT</b> of <b>LEAN LACKENBY &amp; HAYWARD L'POOL P/L</b> 209 NORTHUMBERLAND STREET LIVERPOOL NSW 2170 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on <b>12<sup>TH</sup> AUGUST 2016</b></p> <p>*(b) <del>The part of the land shown in the plan (*being/*excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</del></p> <p>*(c) <del>The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</del></p> <p>Signature:  Dated: 12/8/16</p> <p>Surveyor ID: 302</p> <p>Datum Line: "XX"- "YY"</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep Mountainous.</p> <p><small>*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.</small></p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>Daniel Streater</u> <del>.....</del></p> <p>*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: <u>Camden Council</u> .....</p> <p>Date of endorsement: <u>28/11/2016</u> .....</p> <p>Subdivision Certificate number: <u>14.2015.133.2</u> .....</p> <p>File number: <u>DA12015/133</u> .....</p> <p><small>*Strike through if inapplicable.</small></p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p><b>IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD:</b></p> <ol style="list-style-type: none"> <li>1. TASMAN STREET (14.8 WIDE)</li> <li>2. BEGA STREET (16.1 WIDE AND VARIABLE)</li> <li>3. CAPE YORK STREET (14.8, 16.1 WIDE AND VARIABLE)</li> <li>4. BARRIER STREET (12.1 WIDE)</li> <li>5. DONOVAN BOULEVARD (19.1 WIDE &amp; VARIABLE)</li> <li>6. ROCHESTER STREET (14.8 WIDE)</li> <li>7. VILLAGE CIRCUIT (16.1 WIDE)</li> </ol>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP1221866, DP1208219, DP1192118, DP1188124, DP1208220, DP1216533, DP1211729, DP1197230, DP616147, DP619850, DP1134649, DP1137298</p> <p style="text-align: center;"><small>If space is insufficient continue on PLAN FORM 6A</small></p> <p>Surveyor's Reference: <b>60018/CHECKLIST</b> <b>2016M7100(1167) ADDITIONAL SHEETS</b></p>

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 2 of 8 sheet(s)

<p><b>Registered:</b>  10.01.2017</p> <p><b>Office Use Only</b></p>	<p><b>Office Use Only</b></p> <p style="font-size: 2em; text-align: center;"><b>DP1211730</b></p>
<p><b>PLAN OF SUBDIVISION OF LOTS 108 &amp; 110 IN DP1221866 AND EASEMENTS WITHIN LOT 111 IN DP1221866</b></p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
<p>Subdivision Certificate number: <u>14.2015.133.2</u></p> <p>Date of Endorsement: <u>28/11/2016</u></p>	

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (D)
2. EASEMENT FOR SUPPORT 0.3 WIDE (F)
3. EASEMENT FOR SUPPORT, MAINTENANCE & REPAIR 0.9 WIDE (B)
4. EASEMENT FOR SUPPORT 0.6 WIDE (A)
5. RIGHT OF CARRIAGEWAY 29.1 WIDE (N1)
6. RIGHT OF CARRIAGEWAY 28 WIDE (N2)
7. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (N3)
8. RIGHT OF CARRIAGEWAY 14.8 WIDE & VARIABLE WIDTH (N4)
9. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (O)
10. RESTRICTION ON THE USE OF LAND (P)
11. RESTRICTION ON THE USE OF LAND (Q)
12. RESTRICTION ON THE USE OF LAND
13. RESTRICTION ON THE USE OF LAND
14. RESTRICTION ON THE USE OF LAND
15. RESTRICTION ON THE USE OF LAND
16. RESTRICTION ON THE USE OF LAND
17. PUBLIC POSITIVE COVENANT UNDER SECTION 88E OF THE CONVEYANCING ACT 1919
18. RESTRICTION ON THE USE OF LAND
19. EASEMENT TO DRAIN WATER VARIABLE WIDTH (T)
20. EASEMENT FOR UNDERGROUND CABLES 3 WIDE (S3)
21. EASEMENT FOR OVERHEAD POWER LINES 9 WIDE (S4)

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

1. RIGHT OF CARRIAGEWAY 13 WIDE (R) IN (DP1211729 )
2. PART OF EASEMENT FOR TRANSMISSION LINE 6 & 9 WIDE AND VARIABLE WIDTH (X227434) BEING THE PART DESIGNATED R1-R2-R3-R4-R5-R6-R7-R8-R9-R10-R11-R12-R13-R14-R15-R16
3. RIGHT OF CARRIAGEWAY 16.5 WIDE (S) IN DP1211729


  
 .....  
**Council Authorised Person**

If space is insufficient use additional annexure sheet

Surveyor's Reference: **60018 2016M7100(1167) ADDITIONAL SHEETS**

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 8 sheet(s)

Registered:  10.01.2017 Office Use Only

Office Use Only  
**DP1211730**

**PLAN OF SUBDIVISION OF LOTS  
108 & 110 IN DP1221866 AND  
EASEMENTS WITHIN LOT 111 IN DP1221866**

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

Subdivision Certificate number: 14.2015.133.2  
 Date of Endorsement: 28/11/2016

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1801	30	ROCHESTER	STREET	GREGORY HILLS
1802	28	ROCHESTER	STREET	GREGORY HILLS
1803	26	ROCHESTER	STREET	GREGORY HILLS
1804	24	ROCHESTER	STREET	GREGORY HILLS
1805	22	ROCHESTER	STREET	GREGORY HILLS
1806	20	ROCHESTER	STREET	GREGORY HILLS
1807	18	ROCHESTER	STREET	GREGORY HILLS
1808	16	ROCHESTER	STREET	GREGORY HILLS
1809	14	ROCHESTER	STREET	GREGORY HILLS
1810	12	ROCHESTER	STREET	GREGORY HILLS
1811	10	ROCHESTER	STREET	GREGORY HILLS
1812	8	ROCHESTER	STREET	GREGORY HILLS
1813	6	ROCHESTER	STREET	GREGORY HILLS
1814	4	ROCHESTER	STREET	GREGORY HILLS
1815	2	ROCHESTER	STREET	GREGORY HILLS
1816	1	ROCHESTER	STREET	GREGORY HILLS
1817	3	ROCHESTER	STREET	GREGORY HILLS
1818	5	ROCHESTER	STREET	GREGORY HILLS
1819	7	ROCHESTER	STREET	GREGORY HILLS
1820	9	ROCHESTER	STREET	GREGORY HILLS
1821	11	ROCHESTER	STREET	GREGORY HILLS
1822	13	ROCHESTER	STREET	GREGORY HILLS
1823	15	ROCHESTER	STREET	GREGORY HILLS
1824	17	ROCHESTER	STREET	GREGORY HILLS
1825	19	ROCHESTER	STREET	GREGORY HILLS
1826	21	ROCHESTER	STREET	GREGORY HILLS
1827	23	ROCHESTER	STREET	GREGORY HILLS
1828	25	ROCHESTER	STREET	GREGORY HILLS
1829	8	BARRIER	STREET	GREGORY HILLS
1830	6	BARRIER	STREET	GREGORY HILLS
1831	4	BARRIER	STREET	GREGORY HILLS

If space is insufficient use additional annexure sheet

Surveyor's Reference: 60018 2016M7100(1167) ADDITIONAL SHEETS

  
 Council Authorised Person

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 4 of 8 sheet(s)

Office Use Only

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Registered:  10.01.2017

**PLAN OF SUBDIVISION OF LOTS  
108 & 110 IN DP1221866 AND  
EASEMENTS WITHIN LOT 111 IN DP1221866**

**DP1211730**

Subdivision Certificate number: 14.2015.133.2

Date of Endorsement: 28/11/2016


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.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1832	2	BARRIER	STREET	GREGORY HILLS
1833	138	DONOVAN	BOULEVARD	GREGORY HILLS
1834	136	DONOVAN	BOULEVARD	GREGORY HILLS
1835	134	DONOVAN	BOULEVARD	GREGORY HILLS
1836	132	DONOVAN	BOULEVARD	GREGORY HILLS
1837	130	DONOVAN	BOULEVARD	GREGORY HILLS
1838	128	DONOVAN	BOULEVARD	GREGORY HILLS
1839	126	DONOVAN	BOULEVARD	GREGORY HILLS
1840	124	DONOVAN	BOULEVARD	GREGORY HILLS
1841	122	DONOVAN	BOULEVARD	GREGORY HILLS
1842	120	DONOVAN	BOULEVARD	GREGORY HILLS
1843	118	DONOVAN	BOULEVARD	GREGORY HILLS
1844	143	DONOVAN	BOULEVARD	GREGORY HILLS
1845	145	DONOVAN	BOULEVARD	GREGORY HILLS
1846	147	DONOVAN	BOULEVARD	GREGORY HILLS
1847	149	DONOVAN	BOULEVARD	GREGORY HILLS
1848	151	DONOVAN	BOULEVARD	GREGORY HILLS
1849	153	DONOVAN	BOULEVARD	GREGORY HILLS
1850	155	DONOVAN	BOULEVARD	GREGORY HILLS
1851	157	DONOVAN	BOULEVARD	GREGORY HILLS
1852	159	DONOVAN	BOULEVARD	GREGORY HILLS
1853	161	DONOVAN	BOULEVARD	GREGORY HILLS
1854	163	DONOVAN	BOULEVARD	GREGORY HILLS
1855	165	DONOVAN	BOULEVARD	GREGORY HILLS
1856	26	CAPE YORK	STREET	GREGORY HILLS
1857	24	CAPE YORK	STREET	GREGORY HILLS
1858	22	CAPE YORK	STREET	GREGORY HILLS
1859	20	CAPE YORK	STREET	GREGORY HILLS
1860	18	CAPE YORK	STREET	GREGORY HILLS
1861	16	CAPE YORK	STREET	GREGORY HILLS


If space is insufficient use additional annexure sheet

Surveyor's Reference:60018 2016M7100(1167) ADDITIONAL SHEETS

  
Council Authorised Person

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 8 sheet(s)

Registered:  10.01.2017 Office Use Only

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**PLAN OF SUBDIVISION OF LOTS  
108 & 110 IN DP1221866 AND  
EASEMENTS WITHIN LOT 111 IN DP1221866**

**DP1211730**

Subdivision Certificate number: 14.2015.133.2  
Date of Endorsement: 28/11/2016

- 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.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1862	14	CAPE YORK	STREET	GREGORY HILLS
1863	12	CAPE YORK	STREET	GREGORY HILLS
1864	10	CAPE YORK	STREET	GREGORY HILLS
1865	8	CAPE YORK	STREET	GREGORY HILLS
1866	6	CAPE YORK	STREET	GREGORY HILLS
1867	4	CAPE YORK	STREET	GREGORY HILLS
1868	3	CAPE YORK	STREET	GREGORY HILLS
1869	5	CAPE YORK	STREET	GREGORY HILLS
1870	7	CAPE YORK	STREET	GREGORY HILLS
1871	9	CAPE YORK	STREET	GREGORY HILLS
1872	11	CAPE YORK	STREET	GREGORY HILLS
1873	13	CAPE YORK	STREET	GREGORY HILLS
1874	15	CAPE YORK	STREET	GREGORY HILLS
1875	17	CAPE YORK	STREET	GREGORY HILLS
1876	19	CAPE YORK	STREET	GREGORY HILLS
1877	48	BEGA	STREET	GREGORY HILLS
1878	46	BEGA	STREET	GREGORY HILLS
1879	44	BEGA	STREET	GREGORY HILLS
1880	22	TASMAN	STREET	GREGORY HILLS
1881	20	TASMAN	STREET	GREGORY HILLS
1882	18	TASMAN	STREET	GREGORY HILLS
1883	16	TASMAN	STREET	GREGORY HILLS
1884	14	TASMAN	STREET	GREGORY HILLS
1885	12	TASMAN	STREET	GREGORY HILLS
1886	10	TASMAN	STREET	GREGORY HILLS
1887	8	TASMAN	STREET	GREGORY HILLS
1888	6	TASMAN	STREET	GREGORY HILLS
1889	4	TASMAN	STREET	GREGORY HILLS
1890	3	TASMAN	STREET	GREGORY HILLS

  
Council Authorised Person

If space is insufficient use additional annexure sheet




PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 8 sheet(s)

Registered:  10.01.2017 Office Use Only

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**PLAN OF SUBDIVISION OF LOTS  
 108 & 110 IN DP1221866 AND  
 EASEMENTS WITHIN LOT 111 IN DP1221866**

**DP1211730**

Subdivision Certificate number: 14.2015.133.2  
 Date of Endorsement: 28/11/2016

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.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1891	5	TASMAN	STREET	GREGORY HILLS
1892	7	TASMAN	STREET	GREGORY HILLS
1893	9	TASMAN	STREET	GREGORY HILLS
1894	11	TASMAN	STREET	GREGORY HILLS
1895	13	TASMAN	STREET	GREGORY HILLS
1896	15	TASMAN	STREET	GREGORY HILLS
1897	17	TASMAN	STREET	GREGORY HILLS
1898	19	TASMAN	STREET	GREGORY HILLS
1899	21	TASMAN	STREET	GREGORY HILLS
1900	23	TASMAN	STREET	GREGORY HILLS
1901	42	BEGA	STREET	GREGORY HILLS
1902	40	BEGA	STREET	GREGORY HILLS

  
 Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:60018 2016M7100(1167) ADDITIONAL SHEETS

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 8 sheet(s)

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Registered:  10.01.2017

DP1211730

PLAN OF SUBDIVISION OF LOTS  
108 & 110 IN DP1221866 AND  
EASEMENTS WITHIN LOT 111 IN DP1221866

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

Subdivision Certificate number: 14.2015.133.2

Date of Endorsement: 28/11/2016

I certify that the person signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed the instrument in my presence.

Executed by the persons named below who signed this instrument on behalf of **Trustees of the Marist Brothers** pursuant to power of attorney dated 2 April 2014 Registered with Land and Property Information (NSW) Book 4665 No. 548

*R Davis*

Witness (Signature)

Rheannan Davis

Name of Witness (Print Name)

1/33 Village Circuit  
Address of Witness Gregory Hills NSW 2557

*R Davis*

Witness (Signature)

Rheannan Davis

Name of Witness (Print Name)

1/33 Village Circuit  
Address of Witness Gregory Hills NSW 2557

*B Kennan*

Attorney (Signature)

BERNARDO FRANCIS KENNA

Name of Attorney (Print Name)

1/247 COWARD ST MASCOT  
Address of Attorney

*Matthew Clarke*

Attorney (Signature)

MATTHEW KENNETH CLARKE

Name of Attorney (Print Name)

LEVEL 1, 247 COWARD ST, MASCOT,  
Address of Attorney

*[Signature]*  
.....  
Council Authorised Person

If space is insufficient use additional annexure sheet


PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 8 of 8 sheet(s)

Registered:  10.01.2017 Office Use Only

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DP1211730

PLAN OF SUBDIVISION OF LOTS  
108 & 110 IN DP1221866 AND  
EASEMENTS WITHIN LOT 111 IN DP1221866

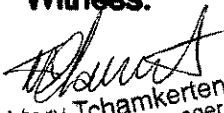
This sheet is for the provision of the following information as required:  
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• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919  
• Signatures and seals- see 195D Conveyancing Act 1919  
• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 14.2015.133.2  
Date of Endorsement: 28/11/2016

Signed at Hurstville, the 20<sup>th</sup> day of  
December 2016 for Commonwealth  
Bank of Australia A.C.N. 123 123 124 by  
its duly appointed Attorney under Power  
of Attorney Book 465/No. 555, 5/7/13

  
Ruth Chan  
Relationship Manager

Witness: P.O.A. 24-6-2013

  
Mary Tchamkertenian  
Account Manager  
Corporate Financial Services  
Sydney South

  
Council Authorised Person

If space is insufficient use additional annexure sheet

ePlan

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

(Sheet 1 of 18 sheets)

Plan: **DP1211730**

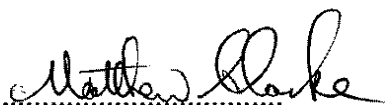
Plan of Subdivision of Lots 108 & 110  
 in DP 1221866 & easements within  
 Lot 111 in DP 1221866  
 covered by Council's Subdivision  
 Certificate No. 14.2015.133.2

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

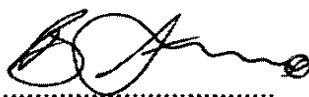
Trustees of the Marist Brothers  
 14 Drummoyne Avenue  
 DRUMMOYNE NSW 2047

**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 (D)	1821 1822 1823 1824 1825 1826 1827  1828  1833  1849 1850 1851 1852 1853 1854 1856  1872 1873 1874 1875 1876 1880	1820 1820, 1821 1820, 1821, 1822 1820, 1821, 1822, 1823 1820, 1821, 1822, 1823, 1824 1820, 1821, 1822, 1823, 1824, 1825 1820, 1821, 1822, 1823, 1824, 1825, 1826 1820, 1821, 1822, 1823, 1824, 1825 1826, 1827 1820, 1821, 1822, 1823, 1824, 1825 1826, 1827, 1828 1848 1848, 1849 1848, 1849, 1850 1848, 1849, 1850, 1851 1848, 1849, 1850, 1851, 1852 1848, 1849, 1850, 1851, 1852, 1853 1848, 1849, 1850, 1851, 1852, 1853 1854 1871 1871, 1872 1871, 1872, 1873 1871, 1872, 1873, 1874 1871, 1872, 1873, 1874, 1875 1871, 1872, 1873, 1874, 1875, 1876



Registered Proprietor



Registered Proprietor



Council Authorised Delegate

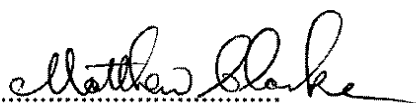
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.**

(Sheet 2 of 18 sheets)

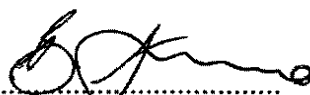
Plan: **DP1211730**

Plan of Subdivision of Lots 108 & 110 in DP 1221866 & easements within Lot 111 in DP 1221866 by Council's Subdivision Certificate No. 14.2015.133.2

2	Easement for support 0.3 wide (F)	1801 1802 1803 1804 1805 1806 1807 1808 1809 1810 1811 1812 1813 1814 1815 1816 1817 1818 1819 1820	Area designated W11 in Lot 111 in DP 1221866 (F/I 111/1221866) Area designated W11 in Lot 111 in DP 1221866, 1803 Area designated W11 in Lot 111 in DP 1221866, 1802 Area designated W11 in Lot 111 in DP 1221866, 1805 Area designated W11 in Lot 111 in DP 1221866, 1804 Area designated W11 in Lot 111 in DP 1221866 Area designated W11 in Lot 111 in DP 1221866, 1808 Area designated W11 in Lot 111 in DP 1221866, 1807 Area designated W11 in Lot 111 in DP 1221866 Area designated W11 in Lot 111 in DP 1221866 Area designated W11 in Lot 111 in DP 1221866, 1812 Area designated W11 in Lot 111 in DP 1221866, 1811 Area designated W11 in Lot 111 in DP 1221866 Area designated W11 in Lot 111 in DP 1221866, 1815 Area designated W11 in Lot 111 in DP 1221866, 1814 Area designated W1, 1817 Area designated W1, 1816, 1843 1842, 1843 1820, 1841, 1842 1819, 1842, 1841
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Registered Proprietor



Registered Proprietor



Council Authorised Delegate

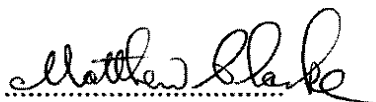
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.**

(Sheet 3 of 18 sheets)

Plan: **DP1211730**

Plan of Subdivision of Lots 108 & 110  
 in DP 1221866 & easements within  
 Lot 111 in DP 1221866  
 by Council's Subdivision Certificate  
 No. 14.2015.133-Z

2	Easement for support 0.3 wide (F) (continued)	1823	1824
		1824	1823
		1826	1827
		1827	1826
		1828	1829, 1830
		1829	1828
		1830	1828, 1833
		1831	1833
		1832	1833
		1833	1830, 1831, 1832
		1835	1836
		1836	1835
		1838	1839
		1839	1838
		1841	1819, 1820, 1842
		1842	1818, 1819, 1820, 1841
		1843	Area designated W1, 1817, 1818
		1844	Area designated W2, 1867
		1845	1866, 1867
		1846	1866
		1847	1848, 1864, 1865
		1848	1847, 1864, 1865
		1850	1851, 1861, 1862
		1851	1850, 1861
		1853	1859, 1860
		1854	1855, 1856, 1858, 1859
		1855	1854
		1856	1854, 1858
		1857	1858
		1858	1854, 1856, 1857
1859	1853, 1854, 1860		
1860	1853, 1859		
1861	1850, 1851, 1862		
1862	1850, 1861		
1864	1847, 1848, 1865		
1865	1847, 1848, 1864		
1866	1845, 1846		

  
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ePlan

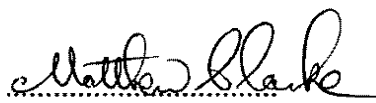
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.**

(Sheet 4 of 18 sheets)

Plan: **DP1211730**

Plan of Subdivision of Lots 108 & 110  
 in DP 1221866 & easements within  
 Lot 111 in DP 1221866  
 by Council's Subdivision Certificate  
 No. 14.2015.133.2

2	Easement for support 0.3 wide (F) (continued)	1867	Area designated W2, W3, W4, 1844, 1845
		1868	Area designated W5, W6
		1870	1871
		1871	1870
		1873	1874
		1874	1873
		1875	1876, 1881, 1882
		1876	1875, 1877, 1878, 1881
		1877	1876
		1878	1876, 1880
		1879	1880
		1880	1878, 1879
		1881	1875, 1876, 1882
		1882	1875, 1881
		1883	1884
		1884	1883
		1886	1887
		1887	1886
		1889	Area designated W7, W8
		1890	Area designated W9, W10
		1893	1894
		1894	1893
		1896	1897
		1897	1896
		1898	1899
		1899	1898
		1900	1901, 1902
1901	1900		
1902	1900		
1903	1816, 1817, 1843, 1844, 1867, 1868, 1889, 1890		
	Lot 111 DP1221866	1801 to 1815 incl.	

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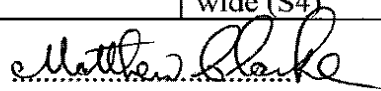
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.**

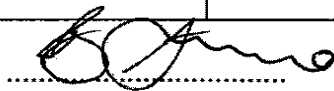
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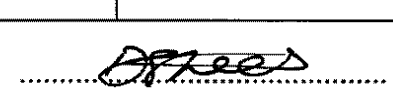
Plan: **DP1211730**

Plan of Subdivision of Lots 108 & 110  
 in DP 1221866 & easements within  
 Lot 111 in DP 1221866  
 by Council's Subdivision Certificate  
 No. 14.2015.133.Z

3	Easement for support, maintenance & repair 0.9 wide (B)	1810 1811 1812 1820 1821 1822 1903 1844 1845 1890 1891 1892	1809 1810 1811 1821 1822 1823 1844 1845 1846 1891 1892 1893
4	Easement for support 0.6 wide (A)	1855	Camden Council
5	Right of Carriageway 21.9 wide (N1)	Lot 111 in DP 1221866	Camden Council
6	Right of Carriageway 19.5 wide (N2)	Lot 111 in DP 1221866	Camden Council
7	Right of Carriageway variable width (N3)	1903	Camden Council
8	Right of Carriageway 14.8 wide & variable width (N4)	1903	Camden Council
9	Easement for padmount substation 2.75 wide (O)	1817, 1876	Endeavour Energy
10	Restriction on the use of land (P)	1816, 1817, 1875, 1876	Endeavour Energy
11	Restriction on the use of land (Q)	1816, 1817, 1875, 1876	Endeavour Energy
12	Restriction on the use of land	1801 to 1902 incl.	Camden Council
13	Restriction on the use of land	1801 to 1902 incl.	Camden Council
14	Restriction on the use of land	1832 to 1855 incl.	Camden Council
15	Restriction on the use of land	1801 to 1902 incl.	Camden Council
16	Restriction on the use of land	1855, 1856	Camden Council
17	<del>Terms of</del> Public Positive Covenant under Section 88E of the Conveyancing Act 1919	1855	Camden Council
18	Restriction on the use of land	Each lot except Lot 1903	Every other lot except Lot 1903
19	Easement to drain water variable width (T)	1903	Camden Council
20	Easement for underground cables 3 wide (S3)	Lot 111 in DP 1221866	Endeavour Energy
21	Easement for overhead power lines 9 wide (S4)	Lot 111 in DP 1221866	Endeavour Energy

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

(Sheet 6 of 18 sheets)

Plan: **DP1211730**

Plan of Subdivision of Lots 108 & 110  
in DP 1221866 & easements within  
Lot 111 in DP 1221866  
by Council's Subdivision Certificate  
No. 14.2015.133.2

**PART 1 A (Release)**

1	Right of Carriageway 13 wide (denoted (R) in DP 1211729)	Lot 110 in DP1221866 (F/I 110/1221866)	Camden Council
2	Part of Easement for Transmission line 6 & 9 wide & variable width (X227434) being the part designated R1-R16	Lot 111 in DP 1221866 Lot 108 in DP 1221866 (F/I 108/1221866)	Endeavour Energy as Statutory successor of Prospect Electricity
3	Right of Carriageway 16.5 wide (Denoted (S) in DP 1211729)	Lot 108 in DP 1221866 (F/I 108/1221866)	Camden Council

**PART 2 (Terms)**

1. **Terms of the easement to drain water 1.5 wide numbered 1 and easement to drain water variable width numbered 19 in the plan:**

As set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 as amended.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easements numbered 1 & 19 in the plan – Camden Council.

2. **Terms of the easement for support 0.3 wide numbered 2 in the plan:**

2.1 The owner of the Lot Benefited may:

2.1.1 construct, repair, maintain and replace a retaining wall within the easement site to the extent reasonably necessary to support the surface and the subsurface of the Lot Benefited, or any part of it, **(Retaining Wall)**;

2.1.2 use the Retaining Wall for the support of the Lot Benefited

2.2 The Owner of the Lot Burdened must not do, or suffer to be done, any of the following:

2.2.1 anything that does, or may, affect the stability of the Retaining Wall; or

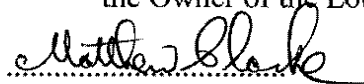
2.2.2 interfere with the Retaining Wall in any way

2.3 If the Owner of the Lot Burdened breaches clause 2.2, the Owner of the Lot Benefited may serve a notice on the Owner of the Lot Burdened requiring:

2.3.1 the relevant actions to stop; and

2.3.1 the relevant breach to be rectified.

2.4 If the Owner of the Lot Burdened does not comply with a notice duly issued under clause 2.3, the Owner of the Lot Benefited may enter, use and occupy so much of the Lot Burdened as is reasonably necessary to allow the relevant breach to be rectified. Any reasonable costs incurred by the Owner of the Lot Benefited in exercising their rights under this clause maybe recovered from the Owner of the Lot Burdened.

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

(Sheet 7 of 18 sheets)

Plan: **DP1211730**

Plan of Subdivision of Lots 108 & 110  
in DP 1221866 & easements within  
Lot 111 in DP 1221866  
by Council's Subdivision Certificate  
No. 14.2015.133.2

- 2.5 If the Owner of the Lot Benefited exercises its powers under clause 2.4, it must:
- 2.5.1 ensure any work carried out by it, or its direction, is carried out in a proper and workmanlike manner;
  - 2.5.2 cause as little inconvenience as possible to the occupier of the Lot Burdened; 2.5.3 cause as little damage as is possible to the Lot Burdened, or any structures on that lot;
  - 2.5.4 to the extent that is practicable, restore the Lot Burdened to its former condition; and
  - 2.5.5 make good any collateral damage caused to the Lot Burdened, or any structure on it.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 2 in the plan – Camden Council.

**3. Terms of the easement for support, maintenance and repair 0.9 wide numbered 3 in the plan:**

3.1 The owner of the lot benefited and duly authorised persons may:

- (a) enter upon the burdened lot but only within the site of the easement;
- (b) do anything reasonably necessary for the purposes of renewing, replacing, painting, repairing and maintaining the dwelling adjacent to this easement;
- (c) remain on the site of this easement for any reasonable time for the said purposes.

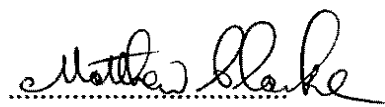
3.2 In exercising those powers, the owner of the lot benefited must:

- (a) ensure all work is done properly;
- (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 practicable to its former conditions; and
- (e) make good any collateral damage.

3.3 The owner of the lot burdened shall not do the following over the site of the easement:

- (a) carry out any excavation or filling greater than 500mm. Any excavation or filling shall be located and retained so as not to impact on any adjoining building, structure or property;
- (b) erect or permit to be erected any building or structure of any kind, other than roof guttering, on or over the easement;
- (c) allow anything to be done or interfere with any structure constructed adjacent to the easement on the lot benefited.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 3 in the plan – Camden Council

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

(Sheet 8 of 18 sheets)

Plan: **DP1211730**

Plan of Subdivision of Lots 108 & 110  
in DP 1221866 & easements within  
Lot 111 in DP 1221866  
by Council's Subdivision Certificate  
No. 14.2015.133.2

**4. Terms of the easement for support 0.6 wide numbered 4 in the plan:**

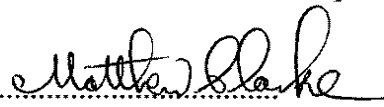
- 4.1 The owner of the Lot Burdened may:
  - 4.1.1 repair, maintain and replace a retaining wall within the easement site to the extent reasonably necessary to support the surface and the subsurface of the Lot Burdened, or any part of it, **(Retaining Wall)**;
  - 4.1.2 use the Retaining Wall for the support of the Lot Burdened.
- 4.2 The Owner of the Lot Burdened must not do, or suffer to be done, any of the following:
  - 4.2.1 anything that does, or may, affect the stability of the Retaining Wall; or
  - 4.2.2 interfere with the Retaining Wall in any way.
- 4.3 If the Owner of the Lot Burdened breaches clause 4.2, Camden Council (The Council) may serve a notice on the Owner of the Lot Burdened requiring:
  - 4.3.1 the relevant actions to stop; and
  - 4.3.2 the relevant breach to be rectified.
- 4.4 If the Owner of the Lot Burdened does not comply with a notice duly issued under clause 4.3, the Council may enter, use and occupy so much of the Lot Burdened as is reasonably necessary to allow the relevant breach to be rectified. Any reasonable costs incurred by the Council in exercising their rights under this clause maybe recovered from the Owner of the Lot Burdened.
- 4.5 If the Council exercises its powers under clause 4.4, it must:
  - 4.5.1 ensure any work carried out by it, or its direction, is carried out in a proper and workmanlike manner;
  - 4.5.2 cause as little inconvenience as possible to the occupier of the Lot Burdened;
  - 4.5.3 cause as little damage as is possible to the Lot Burdened, or any structures on that lot;
  - 4.5.4 to the extent that is practicable, restore the Lot Burdened to its former condition; and
  - 4.5.5 make good any collateral damage caused to the Lot Burdened, or any structure on it.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 4 in the plan – Camden Council.

**5. Terms of right of carriageway <sup>29.1</sup> ~~21.9~~ wide numbered 5 in the plan:**

As setout in Part 1 of schedule 8 of the Conveyancing Act 1919 as amended.

NAME OF AUTHORITY whose consent is required to release, vary or modify the right of carriageway numbered 5 in the plan – Camden Council

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

(Sheet 9 of 18 sheets)

Plan: **DP1211730**

Plan of Subdivision of Lots 108 & 110  
in DP 1221866 & easements within  
Lot 111 in DP 1221866  
by Council's Subdivision Certificate  
No. 14.2015.133.2

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6. **Terms of right of carriageway 19.5 wide numbered 6 in the plan:**

As setout in Part 1 of schedule 8 of the Conveyancing Act 1919 as amended.

NAME OF AUTHORITY whose consent is required to release, vary or modify the right of carriageway numbered 6 in the plan – Camden Council

7. **Terms of right of carriageway variable width numbered 7 in the plan:**

As setout in Part 1 of schedule 8 of the Conveyancing Act 1919 as amended.

NAME OF AUTHORITY whose consent is required to release, vary or modify the right of carriageway numbered 7 in the plan – Camden Council

8. **Terms of right of carriageway 14.8 wide & variable width numbered 8 in the plan:**

As setout in Part 1 of schedule 8 of the Conveyancing Act 1919 as amended.

NAME OF AUTHORITY whose consent is required to release, vary or modify the right of carriageway numbered 8 in the plan – Camden Council

9. **Terms of easement for padmount substation 2.75 wide numbered 9 in the plan:**

The terms as set out in Memorandum No. AK104621 registered at Land & Property Information NSW are incorporated in this document.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 9 in the plan – Endeavour Energy.

10. **Terms of restriction on the use of land numbered 10 in the plan:**

1.0 **Definitions:**


1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.

1.3 **erect** includes construct, install, build and maintain.

  
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Registered Proprietor

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

(Sheet 10 of 18 sheets)

Plan: **DP1211730**

Plan of Subdivision of Lots 108 & 110  
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Lot 111 in DP 1221866  
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No. 14.2015.133.2

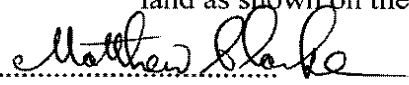
- 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
- 2.0 No building shall be erected or permitted to remain within the restriction site unless:
  - 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
  - 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
  - 2.3 the owner provides the authority benefited with an engineer's certificate to this effect.
- 3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4.0 Lessee of Endeavour Energy's Distribution System
  - 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.
  - 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 10 in the plan – Endeavour Energy

**11. Terms of restriction on the use of land numbered 11 in the plan:**

**1.0 Definitions:**

- 1.1 **erect** includes construct, install, build and maintain.
- 1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

  
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Registered Proprietor

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

(Sheet 11 of 18 sheets)

Plan: **DP1211730**

Plan of Subdivision of Lots 108 & 110  
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by Council's Subdivision Certificate  
No. 14-2015-133-2

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

3.0 Lessee of Endeavour Energy's Distribution System

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

3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 11 in the plan – Endeavour Energy.

12. **Terms of restriction on the use of land numbered 12 in the plan:**

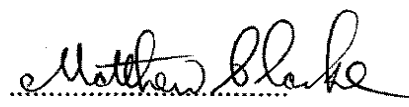
No Dwelling may be erected on any Lot Burdened unless the footings of that Dwelling are designed by a suitably qualified civil and / or structural engineer.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 12 in the plan – Camden Council.

13. **Terms of restriction on the use of land number 13 in the plan:**

No Dwelling may be erected on any Lot Burdened unless the dwelling, landscaping and associated works for that Dwelling are constructed in accordance with Salinity Investigation and Management Plan Report, Stages 5, 12, 13, 17, 18 & 20 Gregory Hills Project No. 76568.34 Dated December 2014 prepared by Douglas Partners. Compliance with the plan must be demonstrated for each residential development application.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 13 in the plan – Camden Council.

  
.....  
Registered Proprietor

  
.....  
Registered Proprietor

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

(Sheet 12 of 18 sheets)

Plan: **DP1211730**

Plan of Subdivision of Lots 108 & 110  
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by Council's Subdivision Certificate  
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**14. Terms of restriction on the use of land numbered 14 in the plan:**

No dwelling may be erected on any lots burdened unless:

- (a) the dwelling construction requirements and attenuation treatments (including window glazing, acoustic seals, external walls and doors, roof / ceiling construction and mechanical ventilation) for that Dwelling are in accordance with the Section 5 Zone B – of the Gregory Hills Stage 5, 18 & 20 Noise Impact Assessment Report dated 8 January 2015 Ref 20141499.1 revision 1 prepared by Acoustic Logic.
- (b) the internal noise levels contained within the Turner Road Development Control Plan 2007 are achieved for that Dwelling.
- (c) mechanical ventilation for that dwelling is provided in accordance with the minimum standards prescribed by The Building Code of Australia and comply with Australian Standard 1668.2
- (d) compliance with points (a), (b) & (c) is demonstrated for each dwelling application

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 14 in the plan – Camden Council.

**15. Terms of restriction on the use of land numbered 15 in the plan:**

No dwelling may be erected on any lots burdened unless:

- (a) The front rear and side setbacks are not less than the minimum setbacks as shown in the current Turner Road Development Control Plan 2007.
- (b) The principal private open space area is located away from the road traffic noise source and complies with the DECC's Environmental criteria for Road Traffic Noise.
- (c) compliance with points (a) & (b) is demonstrated for each dwelling application

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 15 in the plan – Camden Council.

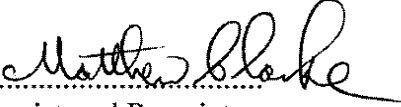
**16. Terms of restriction on the use of land numbered 16 in the plan:**


Any fencing erected on boundaries denoted.A1- A2- A3 is to be approved by Council.


NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 16 in the plan – Camden Council.

**17. Terms of public positive covenant numbered 17 in the plan:**

17.1. The registered proprietor of the lots hereby burdened will in respect of the retaining wall:

  
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Registered Proprietor

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

(Sheet 13 of 18 sheets)

Plan: **DP1211730**

Plan of Subdivision of Lots 108 & 110  
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No. 14.2015.133.2

- (a) repair, maintain and replace a retaining wall within the easements for support denoted "A" on the plan of subdivision to the extent reasonably necessary to support the surface and the subsurface of the Lot Burdened, or any part of it, **(Retaining Wall)**
- (b) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant;
- (c) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.

17.2. Pursuant to section 88F (3) of the Conveyancing Act 1919 the Council shall have the following additional powers:

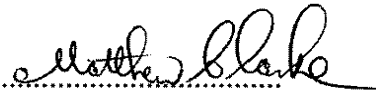
- (i) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in 17.1 (c) above;
- (ii) the Council may recover from the registered proprietor in a Court of competent jurisdiction:
  - (a) any expense reasonably incurred by it in exercising its powers under sub-paragraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the said work referred to in (i) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work;
  - (b) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

17.3. In this covenant Council means Camden Council.

NAME OF AUTHORITY whose consent is required to release, vary or modify the public positive covenant numbered 17 in the plan – Camden Council.

**18. Terms of restriction on the use of land numbered 18 in the plan:**

18.1 No fence may be erected or permitted to remain on the Lot Burdened that:

  
.....  
Registered Proprietor

  
.....  
Registered Proprietor

  
.....  
Council Authorised Delegate



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

(Sheet 14 of 18 sheets)

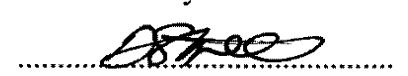
Plan: **DP1211730**

Plan of Subdivision of Lots 108 & 110  
in DP 1221866 & easements within  
Lot 111 in DP 1221866  
by Council's Subdivision Certificate  
No. 14.2015.133.2

- 18.1.1 exceeds 1.8 metres in height when erected on the side or rear boundary of the relevant Lot Burdened, other than any fence that is required to be of greater height in accordance with:
  - (a) the requirements of any relevant statutory authority; or
  - (b) any other provision of this instrument, or
  - (c) erected on a boundary that is affected by an easement for support 0.3 wide denoted "F"
  - (e) erected on a boundary that is affected by an easement for support 0.6 wide denoted "A"
- 18.1.2 exceeds 1 metre in height for the front boundary;
- 18.1.3 is constructed of materials other than brick, masonry, colour bond, lapped and capped stained timber, lapped and capped pine impregnated with copper chrome arsenate (commonly known as "treated pine") or brushwood; or
- 18.1.4 is constructed of concrete bricks and/or concrete blocks unless that fence is fixed to retaining walls and posts located on the boundary of the Lot Burdened:
  - (a) cement rendered and painted;
  - (b) coated with cement using the process commonly known as "bagging" and painted; or
  - (c) is coated using the product known as "Granasite" or "Granatex" or any in the manner of the recommended by the manufacturer product used.
- 18.2 The Owner may not seek a contribution, compensation or re-imburement from Trustees of the Marist Brothers, Dart West Developments Pty Limited or Dart West EP Pty Limited for the cost of any fence on the boundary of the Lot Burdened.
- 18.3 The Owner of any Lot Burdened must not:
  - 18.3.1 subdivide (**Subdivision**) the Property within ten (10) years of the date of the registration of the plan of subdivision that created the Lot Burdened as a separate title unless they:
    - (a) provide all necessary plans and documents that relate to the Subdivision to Dart West Developments Pty Limited; and
    - (b) obtain the consent of Dart West Developments to the Subdivision (which may be refused or granted with conditions at the discretion of Dart West Developments Pty Limited), or
  - 18.3.2 operate, or cause to be operated, a display home within the development known as 'Gregory Hills' of which the property forms a part, for the purpose of displaying, marketing, advertising or promoting the construction of homes on lots within that development other than within the 'Gregory Hills Display Village' nominated by Dart West Developments Pty Limited from time to time.
- 18.4 The Owner of any Lot Burdened must:
  - 18.4.1 not keep on the Lot Burdened or any property or public street adjoining that Lot Burdened a truck or commercial vehicle with a weight greater than three and a half (3.5) tonnes TARE;
  - 18.4.2 not do or allow to be done any act where any street, footpath or tree in any street or

  
Registered Proprietor

  
Registered Proprietor

  
Council Authorised Delegate

ePlan

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

(Sheet 15 of 18 sheets)

Plan: **DP1211730**

Plan of Subdivision of Lots 108 & 110  
in DP 1221866 & easements within  
Lot 111 in DP 1221866  
by Council's Subdivision Certificate  
No. 14.2015.133.2

- property adjoining the Lot Burdened are damaged, destroyed or removed;
- 18.4.3 keep the Lot Burdened in a clean and tidy state, free from the accumulation of rubbish including during the time between their completion of the purchase of the Lot Burdened and the construction of the Dwelling;
- 18.4.4 not undertake any installation of radio masts, air conditioning units, satellite dishes, television antennae and garden sheds which are visible from any street adjoining the Lot Burdened;
- 18.4.5 not park any caravan, trailer, mobile home, transportable dwelling or boat in front of the front building line of the Dwelling; and
- 18.4.6 not undertake any animal breeding operation (whether commercial or otherwise on the Lot Burdened).
- 18.5 No building apart from the Dwelling and/or garden shed erected on the Lot Burdened, may be erected or permitted to remain on the Lot Burdened unless that building is of a design which complements the Dwelling on the Lot Burdened and is constructed of the same or similar materials to those used in the relevant Dwelling.

NAME OF CORPORATION whose consent is required to release, vary or modify the restriction numbered 18 in the plan – Dart West Developments Pty Limited until Trustees of the Marist Brothers cease to own any land originally contained in Certificates of Title Folio Identifiers Lot 91 & 92 in DP 1137298.

**19. Terms of easement for underground cables 3 wide numbered 20 in the plan:**

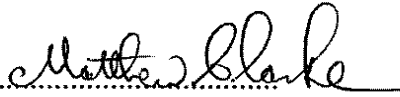
The terms set out in Memorandum No AK104616 registered at Land & Property Information NSW are incorporated into this document.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 20 in the plan – Endeavour Energy.

**20. Terms of easement for overhead power lines 9 wide numbered 21 in the plan:**

The terms set out in Memorandum No AK104602 registered at Land & Property Information NSW are incorporated into this document.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 21 in the plan – Endeavour Energy.

  
Registered Proprietor

  
Registered Proprietor

  
Council Authorised Delegate

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

(Sheet 16 of 18 sheets)

Plan: **DP1211730**

Plan of Subdivision of Lots 108 & 110  
in DP 1221866 & easements within  
Lot 111 in DP 1221866  
by Council's Subdivision Certificate  
No. 14.2015.133.2


**Definitions and interpretation**


In this instrument, words beginning with a capital letter that are defined below have the corresponding meaning ascribed to them:

- (i) **Dwelling** means any dwelling erected on the Lot Burdened.
- (ii) **Lot Burdened** means any lot burdened by the relevant covenant or restriction created by this instrument
- (iii) **Owner** means the owner of the relevant Lot Burdened from time to time.  
If the terms of any covenant created by this instrument, or any part of it, is found to be invalid or unenforceable then:
  - (a) the terms of that covenant are to be severed from this instrument; and
  - (b) Such invalidity or unenforceability will not affect the terms of any of the other covenants created under this instrument, or any parts of it, which are valid and enforceable.

**Execution**

**Camden Council** by its authorised delegate pursuant to s377 Local Government Act 1993.


  
\_\_\_\_\_  
Witness (Signature)

  
\_\_\_\_\_  
Authorised Delegate (Signature)

Sugale Mohamed  
\_\_\_\_\_  
Name of Witness (Print Name)

Daniel Streater - Manager Certification  
\_\_\_\_\_  
Name of Authorised Delegate (Print Name)

I certify that I am an eligible witness and that the delegate signed in my presence

  
.....  
Registered Proprietor

  
.....  
Registered Proprietor

  
.....  
Council Authorised Delegate

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

(Sheet 17 of 18 sheets)

Plan: **DP1211730**

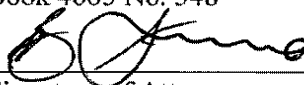
Plan of Subdivision of Lots 108 & 110  
in DP 1221866 & easements within  
Lot 111 in DP 1221866  
by Council's Subdivision Certificate  
No. 14.2015.133.2

I certify that the person signing opposite,  
with whom I am personally acquainted  
or as to whose identity I am otherwise  
satisfied, signed this instrument in my  
presence.

SIGNED by the person named below  
who signed this instrument on behalf of:

TRUSTEES OF THE MARIST BROTHERS  
ABN 91 064 875 510  
pursuant to Power of attorney dated  
2 April 2014 registered with Land &  
Property Information (NSW)  
Book 4665 No. 548





Signature of Witness

Signature of Attorney

Rheannan Davis

BERNARD FRANCIS KENNUT

Name of Witness (PRINT)

Name of Attorney (PRINT)

SHOP 1, 33 VILLAGE CIRCUIT  
GREGORY HILLS 2557

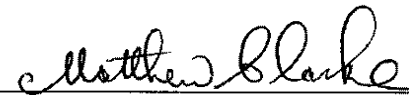
DIRECTOR OF BUSINESS SERVICES  
Title (PRINT)

I certify that the person signing opposite,  
with whom I am personally acquainted  
or as to whose identity I am otherwise  
satisfied, signed this instrument in my  
presence.

SIGNED by the person named below  
who signed this instrument on behalf of:

TRUSTEES OF THE MARIST BROTHERS  
ABN 91 064 875 510  
pursuant to Power of attorney dated  
2 April 2014 registered with Land &  
Property Information (NSW)  
Book 4665 No. 548





Signature of Witness

Signature of Attorney

Rheannan Davis

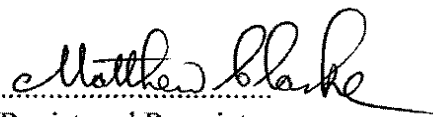
MATTHEW KENNETH CLARKE

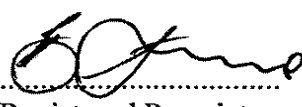
Name of Witness (PRINT)

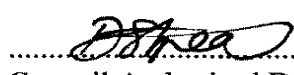
Name of Attorney (PRINT)

SHOP 1, 33 VILLAGE CIRCUIT  
GREGORY HILLS 2557

PROVINCE SECRETARY  
Title (PRINT)







Registered Proprietor

Registered Proprietor

Council Authorised Delegate


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

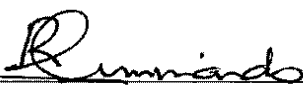
(Sheet 18 of 18 sheets)

Plan: **DP1211730**

Plan of Subdivision of Lots 108 & 110  
in DP 1221866 & easements within  
Lot 111 in DP 1221866  
by Council's Subdivision Certificate  
No. 14 2015 133 2 .


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

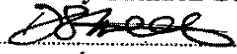

  
Signature of Attorney

  
Signature of Witness

Name: Helen Smith  
Position: Manager Property and Fleet  
Date of execution: 14 November 2016  
Reference: URS17006

Raymond Simmonds  
Name of Witness  
C/-Endeavour Energy  
51 Huntingwood Drive,  
Huntingwood 2148

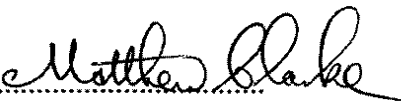
  
**Ruth Chan**  
Relationship Manager

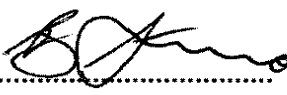
<b>Execution by Camden Council:</b>	
Signature:	
Signed by:	<u>Daniel Streater</u>
Authorised officer as a delegate of Camden Council pursuant to S.37R of the Local Government Act 1993 and I hereby certify that I have no notice of revocation of such delegation.	
Authority of Officer:	<u>Manager Certification</u>
Witness Signature:	
Name of Witness:	<u>ADRIAN SCOTT</u>
Address of Witness:	<u>70 Central Ave Oran Park NSW 2570</u>

Signed at Hurstville, the 20<sup>th</sup> day of  
December 20 16 for Commonwealth  
Bank of Australia A.C.N. 123 123 124 by  
its duly appointed Attorney under Power  
of Attorney Book 4651 No. 555, 5/7/13

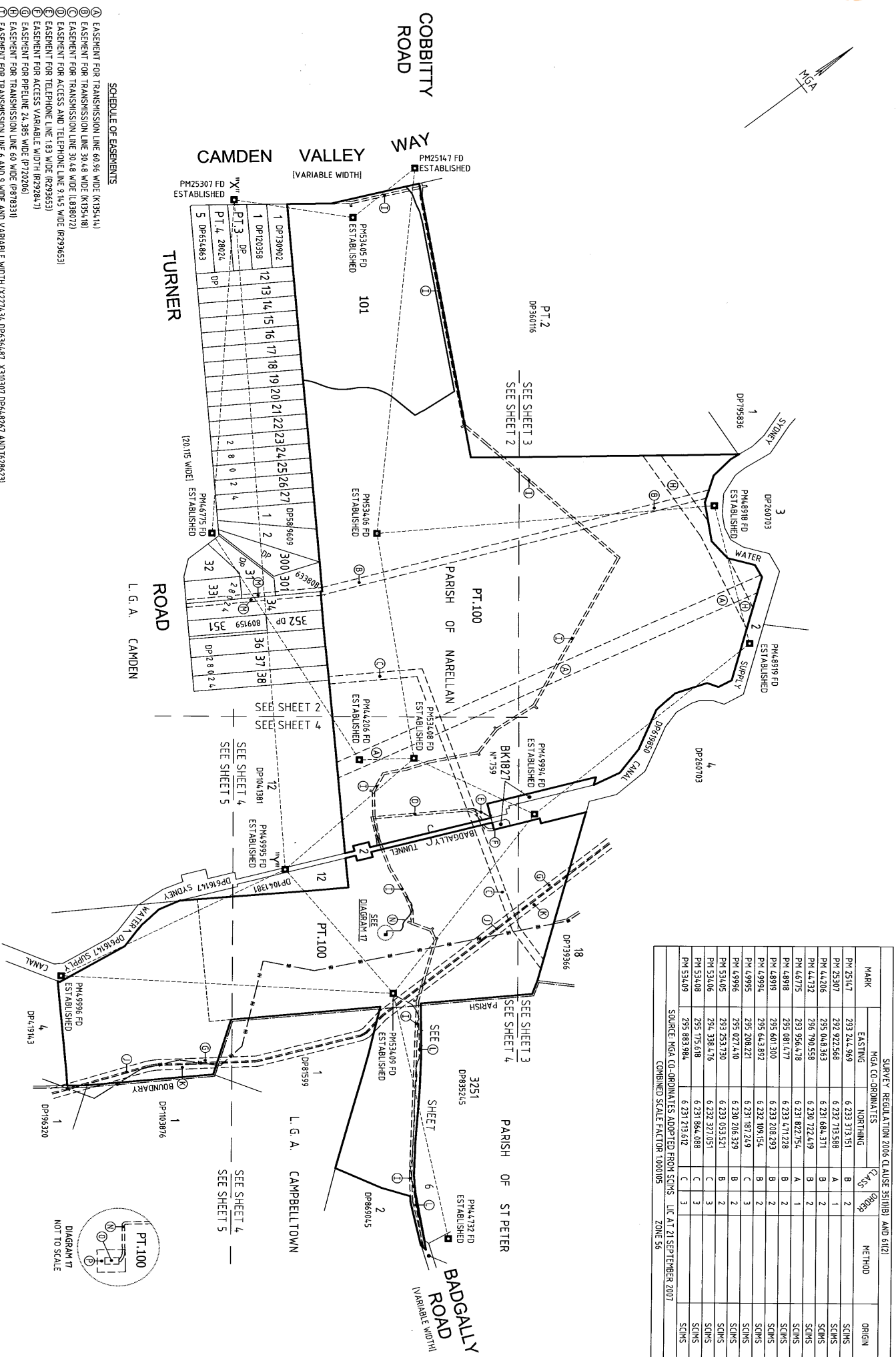
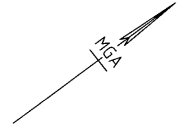
Witness:  
  
Mary Tchamkertenian  
Account Manager  
Corporate Financial Services  
Sydney South

P.O.A. 24-6-2013

  
Registered Proprietor

  
Registered Proprietor

  
Council Authorised Delegate



**SCHEDULE OF EASEMENTS**

- ① EASEMENT FOR TRANSMISSION LINE 60.96 WIDE (K135414)
- ② EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (K135410)
- ③ EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (L1838072)
- ④ EASEMENT FOR ACCESS AND TELEPHONE LINE 9.145 WIDE (R293453)
- ⑤ EASEMENT FOR TELEPHONE LINE 183 WIDE (R293453)
- ⑥ EASEMENT FOR ACCESS VARIABLE WIDTH (R2929847)
- ⑦ EASEMENT FOR PIPELINE 24.385 WIDE (P720270)
- ⑧ EASEMENT FOR TRANSMISSION LINE 60 WIDE (P878331)
- ⑨ EASEMENT FOR TRANSMISSION LINE 6 AND 9 WIDE AND VARIABLE WIDTH (X227134, DP6534487, X310307 DP6448267 AND D23823)
- ⑩ EASEMENT FOR PIPELINE 6 WIDE (Z335527)
- ⑪ EASEMENT FOR GAS PIPELINE OVER EXISTING LINE OF PIPES (DP6443671)
- ⑫ EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (DP444543, L476019)
- ⑬ EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP444543, L476019)
- ⑭ EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP444543, L476019)
- ⑮ RESTRICTION ON THE USE OF LAND (DP1087582)

MARK	SURVEY REGULATION 2006 CLAUSE 35(1H) AND 6(12)		CLASS	AREA	METHOD	ORIGIN
	EASTING	NORTHING				
PM 25147	293 724.569	6 233 373.151	B	2		SCMS
PM 25307	292 972.568	6 232 713.588	A	1		SCMS
PM 41206	295 048.343	6 231 684.317	B	2		SCMS
PM 44132	296 790.558	6 230 722.419	B	2		SCMS
PM 44715	293 956.478	6 231 822.754	A	1		SCMS
PM 48918	295 081.177	6 233 471.228	B	2		SCMS
PM 48919	295 601.300	6 233 208.293	B	2		SCMS
PM 49994	295 643.892	6 232 109.154	C	3		SCMS
PM 49995	295 208.221	6 231 187.219	B	2		SCMS
PM 49996	295 027.410	6 233 206.329	B	2		SCMS
PM 53405	293 253.730	6 233 053.521	B	2		SCMS
PM 53406	294 338.476	6 232 327.051	C	3		SCMS
PM 53408	295 715.678	6 231 864.088	C	3		SCMS
PM 53409	295 883.984	6 231 219.612	C	3		SCMS

SOURCE: MGA CO-ORDINATES ADAPTED FROM SCMS. LIC. AT 21 SEPTEMBER 2007  
 COMBINED SCALE FACTOR 1000/005. ZONE 56

Surveyor: STEPHEN JAMES ABBOTT  
 Date of Survey: 12th OCTOBER 2007  
 Surveyor's Ref: 58400/CHECKLIST  
 REPORT 760717006(1954)  
 ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 1 IN DP869045  
 AND LOT 212 IN DP801679

LGA: CAMDEN/CAMPBELLTOWN  
 Locality: CATHERINE FIELD/BLAIRMOUNT  
 Subdivision No:  
 Lengths are in metres. Reduction Ratio 1:10000

Registered  
 15.1.2008

DP119742

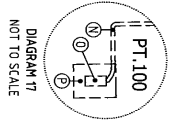


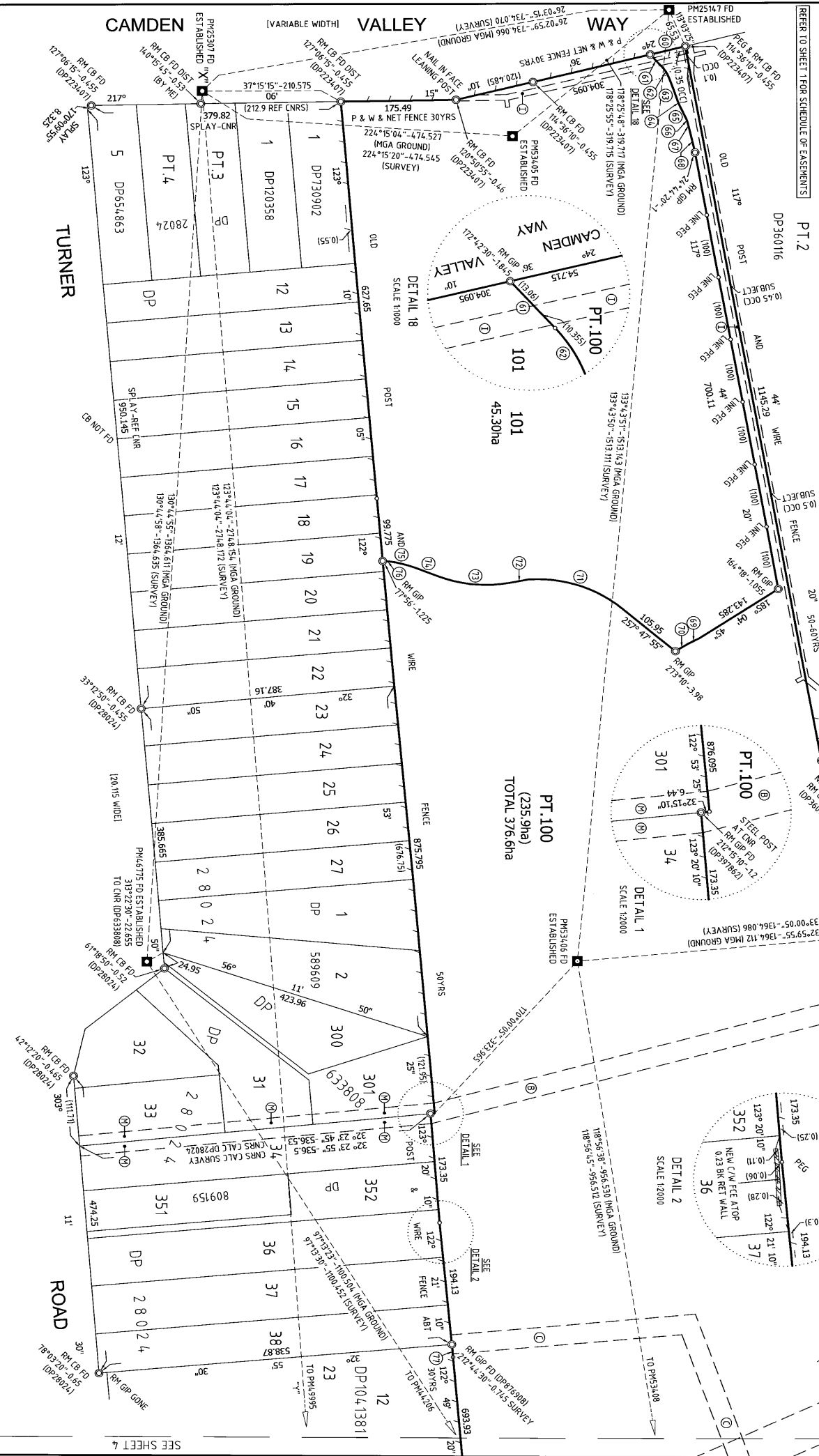
DIAGRAM 17  
 NOT TO SCALE

PLAN FORM 2 (A2)

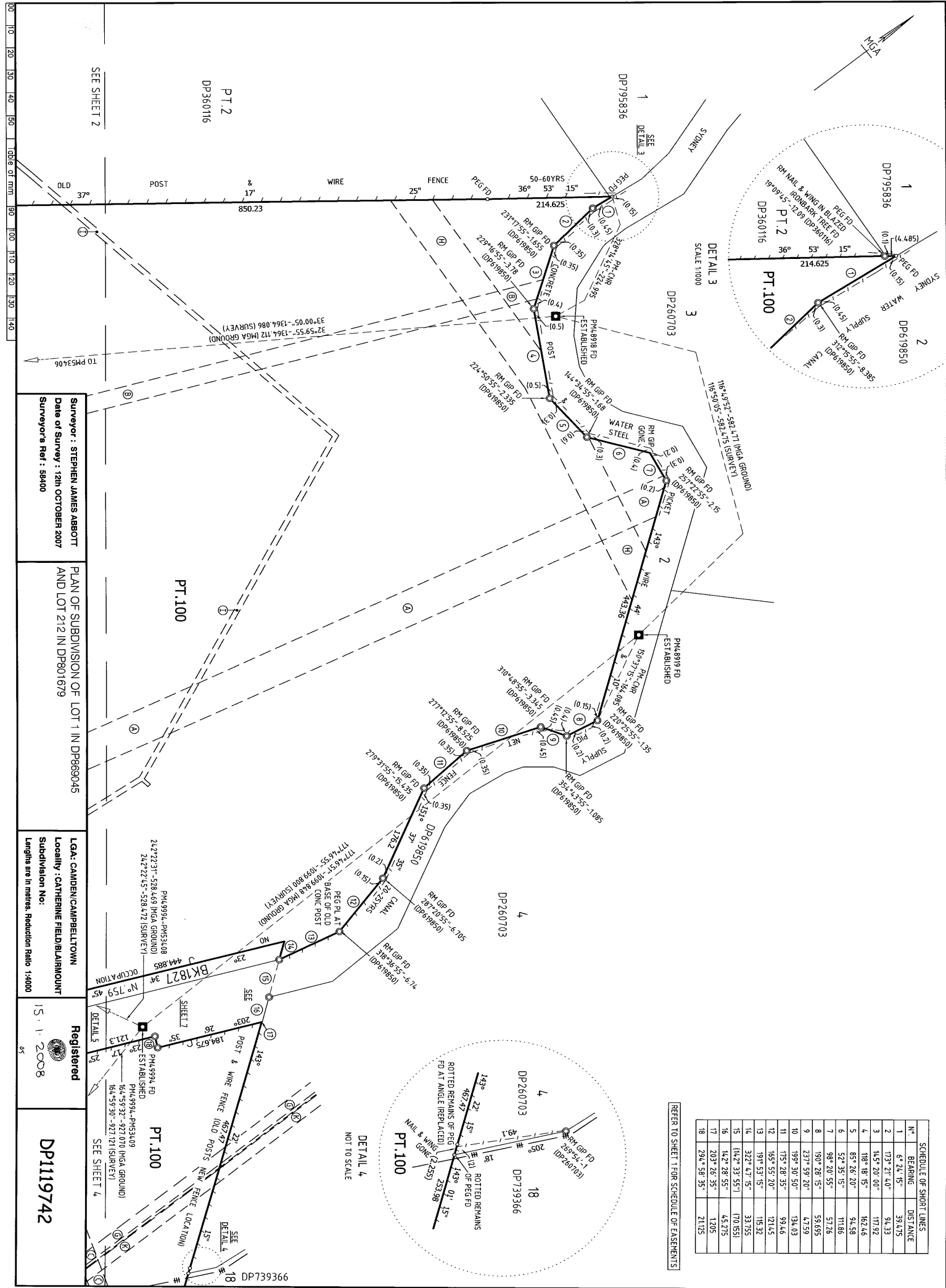
WARNING: CHEASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 2 of 7 sheets

SCHEDULE OF SHORT & CURVED LINES			SCHEDULE OF SHORT & CURVED LINES		
N°	BEARING	DISTANCE	N°	BEARING	DISTANCE
60	24° 36' 10"	54.715	69	191° 39' 20"	18.855
61	65° 21' 00"	25.075	70	186° 19' 45"	22.435
62	95° 01' 45"	21.55	71	235° 59' 00"	14.655
63	108° 24' 05"	31.74	72	207° 41' 30"	30.555
64	106° 11' 20"	7.82	73	223° 23' 55"	108.66
65	102° 17' 00"	25.05	74	239° 06' 25"	39.18
66	107° 45' 05"	2.4	75	230° 02' 50"	4.724
67	135° 53' 45"	15.18	76	220° 59' 15"	2.45
68	114° 51' 10"	35.595	77	122° 22' 20"	20.31



<p>Surveyor: STEPHEN JAMES ABBOTT                  Date of Survey: 12th OCTOBER 2007                  Surveyors Ref: 58400</p>	<p>PLAN OF SUBDIVISION OF LOT 1 IN DP869045                  AND LOT 212 IN DP801679</p>	<p>LGA: CAMDEN/CAMPBELLTOWN                  Locality: CATHERINE FIELDS/BLAIRMOUNT                  Subdivision No:                  Lengths are in metres. Reduction Ratio 1:4000</p>
<p>Registered</p>	<p>15 OCT 2008</p>	<p>DP1119742</p>



SCHEDULE OF SHORT LINES

N°	BEARING	DISTANCE
1	6° 26' 15"	39.475
2	113° 24' 40"	94.33
3	145° 20' 00"	117.92
4	118° 18' 15"	162.66
5	83° 26' 20"	94.58
6	57° 35' 15"	111.86
7	98° 20' 55"	57.26
8	190° 28' 15"	58.695
9	237° 59' 20"	47.59
10	199° 30' 50"	134.03
11	175° 28' 35"	93.66
12	165° 55' 20"	121.65
13	191° 53' 15"	115.32
14	322° 47' 15"	33.1755
15	142° 33' 55"	170.851
16	142° 28' 55"	45.275
17	203° 26' 35"	1205
18	294° 58' 35"	21125

REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS

DETAIL 4  
NOT TO SCALE

**Surveyor:** STEPHEN JAMES ABBOTT  
**Date of Survey:** 12th OCTOBER 2007  
**Surveyor's Ref:** 58400

PLAN OF SUBDIVISION OF LOT 1 IN DP869045  
 AND LOT 212 IN DP801679

**LGA:** CAMDEN/CAMPBELLTOWN  
**Locality:** CATHERINE FIELDS/BLAIRMOUNT  
**Subdivision No.:**  
 Lengths are in metres. Reduction Ratio 1:4000

**Registered**  
 15.11.2008

**DP1119742**

00 10 20 30 40 50 60 70 80 90 100 110 120 130 140

SEE SHEET 2

SEE SHEET 3

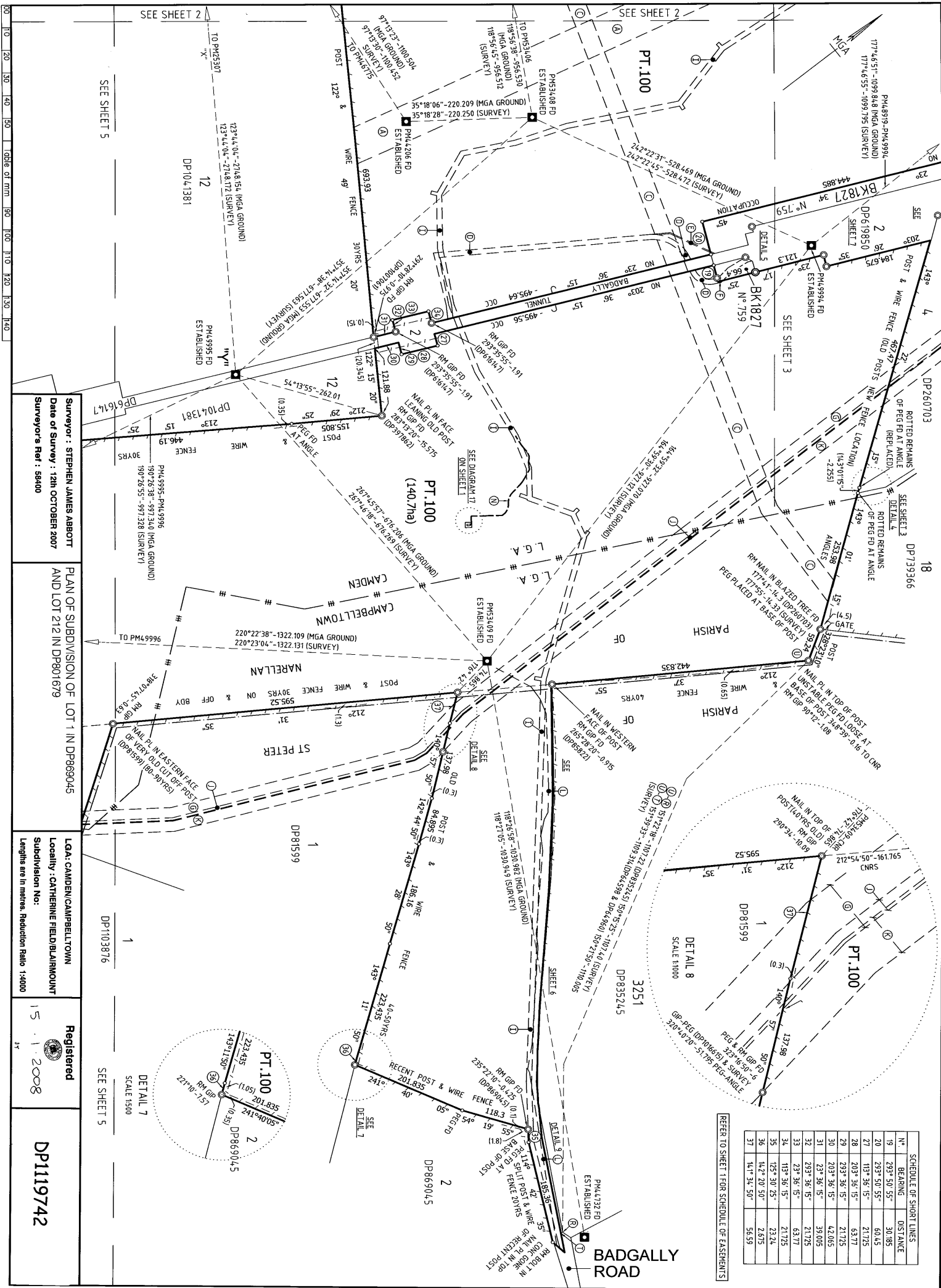
SEE SHEET 4

SEE SHEET 5

SEE SHEET 6

SEE SHEET 7





REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS

N°	BEARING	DISTANCE
19	29° 50' 55"	30.85
20	29° 50' 55"	60.85
21	119° 36' 15"	21.75
22	209° 36' 15"	63.17
23	293° 36' 15"	21.75
24	293° 36' 15"	21.75
25	125° 30' 25"	23.26
26	142° 20' 25"	2.63
27	141° 34' 50"	56.59

**Surveyor: STEPHEN JAMES ABBOTT**  
 Date of Survey: 12th OCTOBER 2007  
 Surveyors Ref: 58400

PLAN OF SUBDIVISION OF LOT 1 IN DP869045  
 AND LOT 212 IN DP801679

LGA: CAMDEN/CAMPBELLTOWN  
 Locality: CATHERINE FIELD/BLAIRMOUNT  
 Subdivision No:  
 Lengths are in metres. Reduction Ratio 1:4000

Registered  
 15 OCT 2008

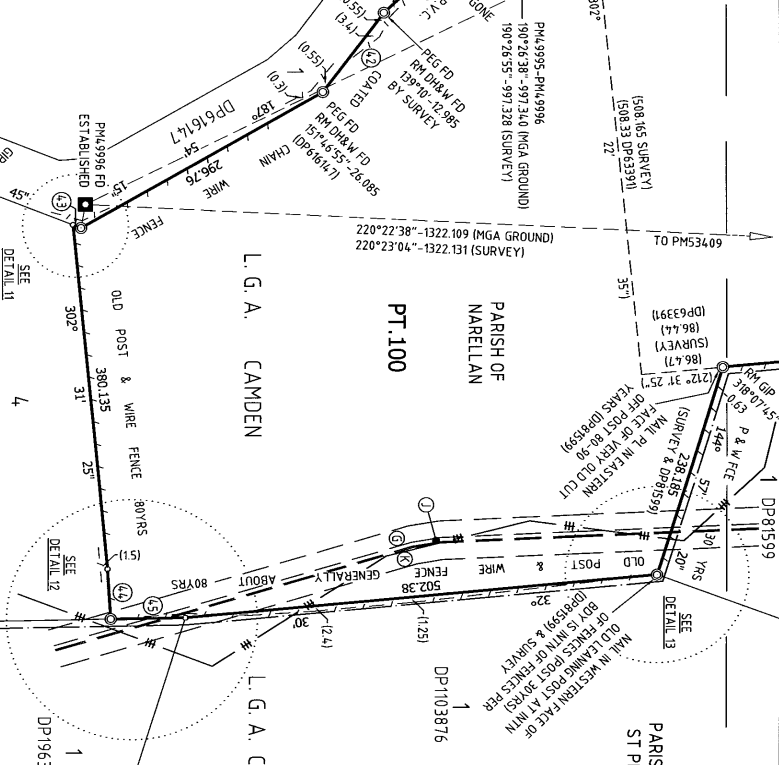
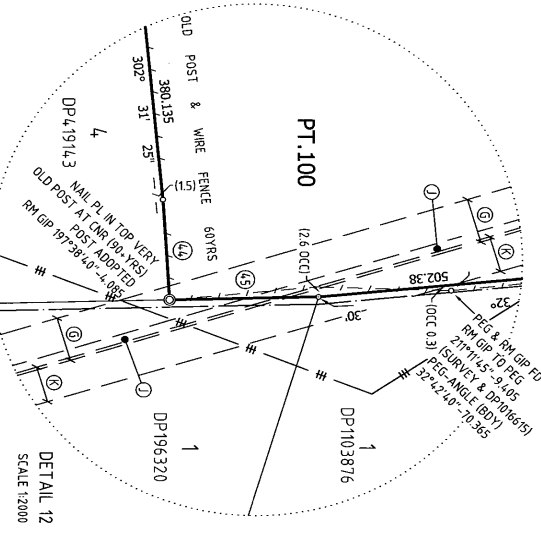
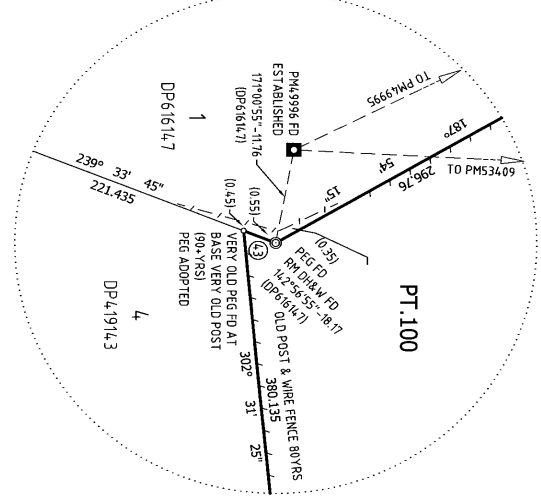
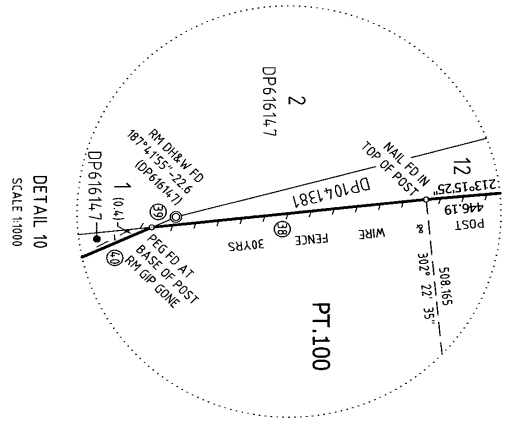
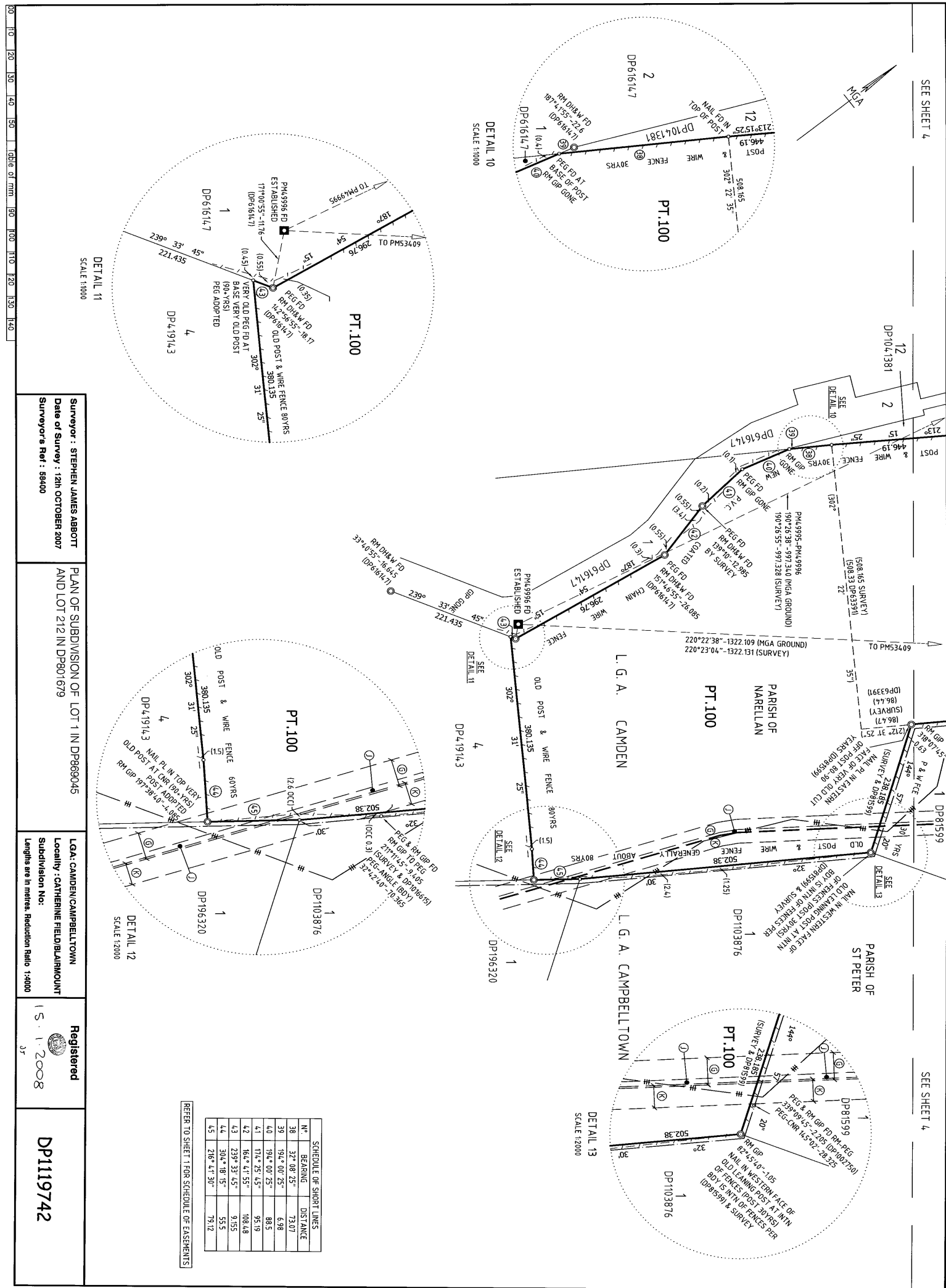
DP1119742

00 10 20 30 40 50 60 70 80 90 100 110 120 130 140  
 Scale of mm

SEE SHEET 2  
 SEE SHEET 5  
 SEE SHEETS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145

SEE SHEET 5  
 SEE SHEET 7  
 SCALE 1:500

SEE SHEET 5  
 SEE SHEET 7  
 SCALE 1:500



SCHEDULE OF SHORTLINES

Nº	BEARING	DISTANCE
38	32° 08' 25"	73.07
39	194° 00' 25"	6.98
40	194° 00' 25"	88.5
41	174° 25' 45"	95.19
42	164° 47' 55"	108.48
43	239° 33' 45"	9.555
44	304° 08' 15"	55.5
45	216° 47' 30"	79.12

REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS

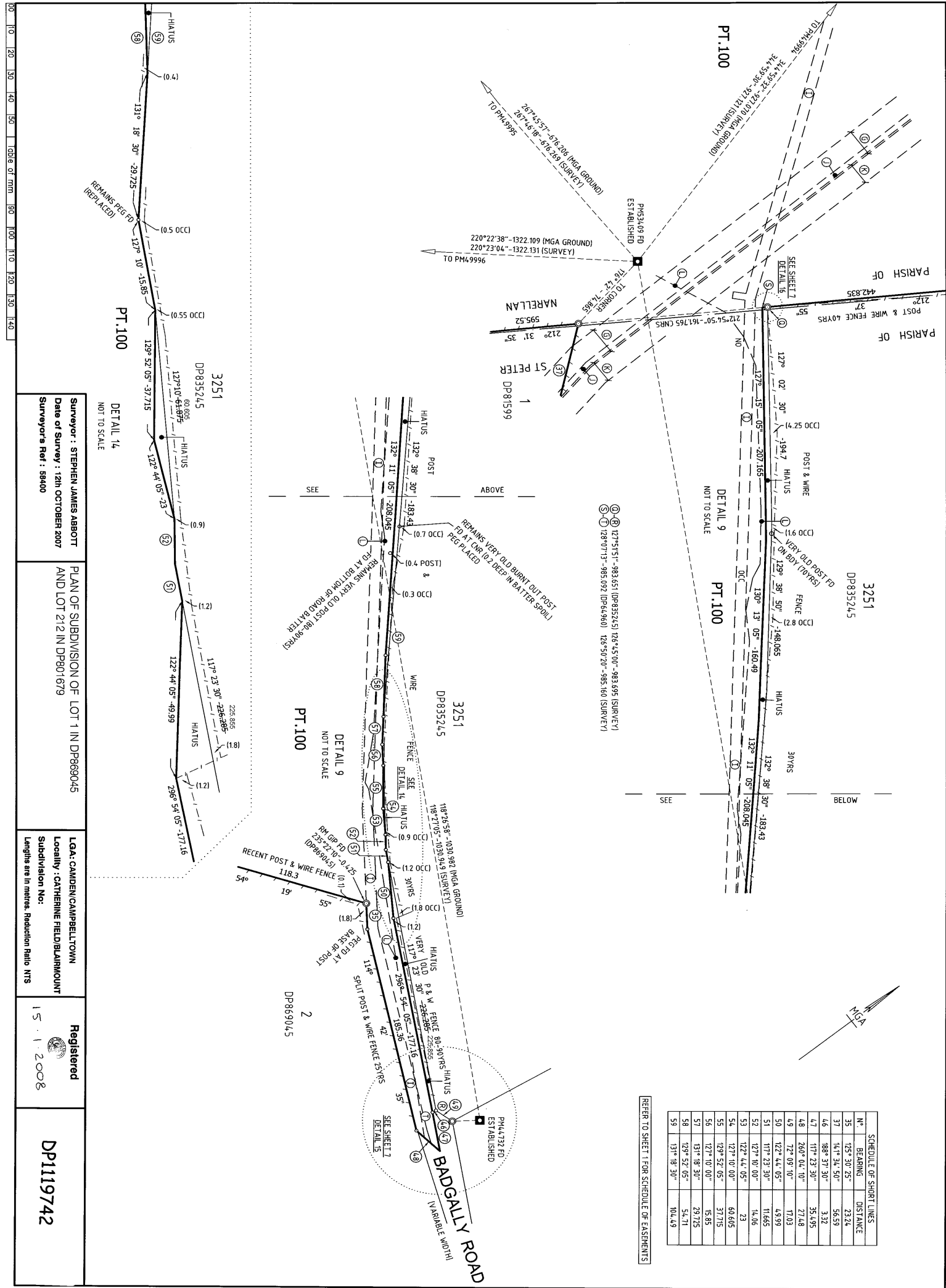
**Surveyor:** STEPHEN JAMES ABBOTT  
**Date of Survey:** 12th OCTOBER 2007  
**Surveyors Ref:** 58400

PLAN OF SUBDIVISION OF LOT 1 IN DP869045  
 AND LOT 212 IN DP801679

**LGA:** CAMDEN/CAMPBELLTOWN  
**Locality:** CATHERINE FIELD/BLAIRMOUNT  
**Subdivision No.:**

**Registered**  
 15.1.2008

**DP1119742**



REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS

N°	BEARING	DISTANCE
35	125° 30' 25"	23.24
37	141° 34' 50"	56.59
46	188° 37' 30"	3.32
47	117° 23' 30"	35.495
48	260° 04' 10"	27.48
49	72° 09' 10"	17.03
50	129° 52' 05"	4.939
51	117° 23' 30"	11.665
52	127° 10' 00"	14.06
53	127° 44' 05"	23
54	127° 10' 00"	60.605
55	129° 52' 05"	37.715
56	127° 10' 00"	15.85
57	131° 18' 30"	29.225
58	129° 52' 05"	54.71
59	131° 18' 30"	104.49

Surveyor: STEPHEN JAMES ABBOTT  
 Date of Survey: 12th OCTOBER 2007  
 Surveyors Ref: 58400

PLAN OF SUBDIVISION OF LOT 1 IN DP869045  
 AND LOT 212 IN DP801679

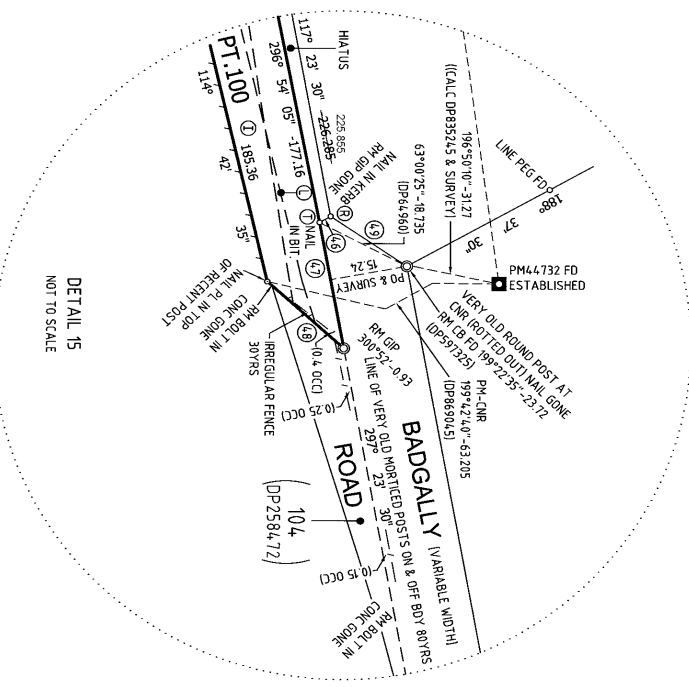
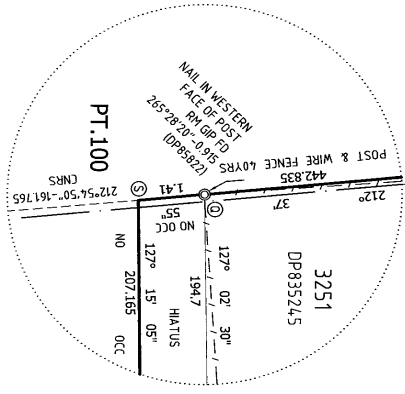
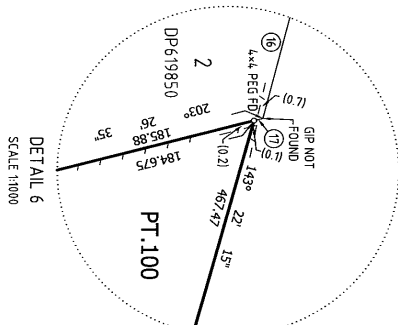
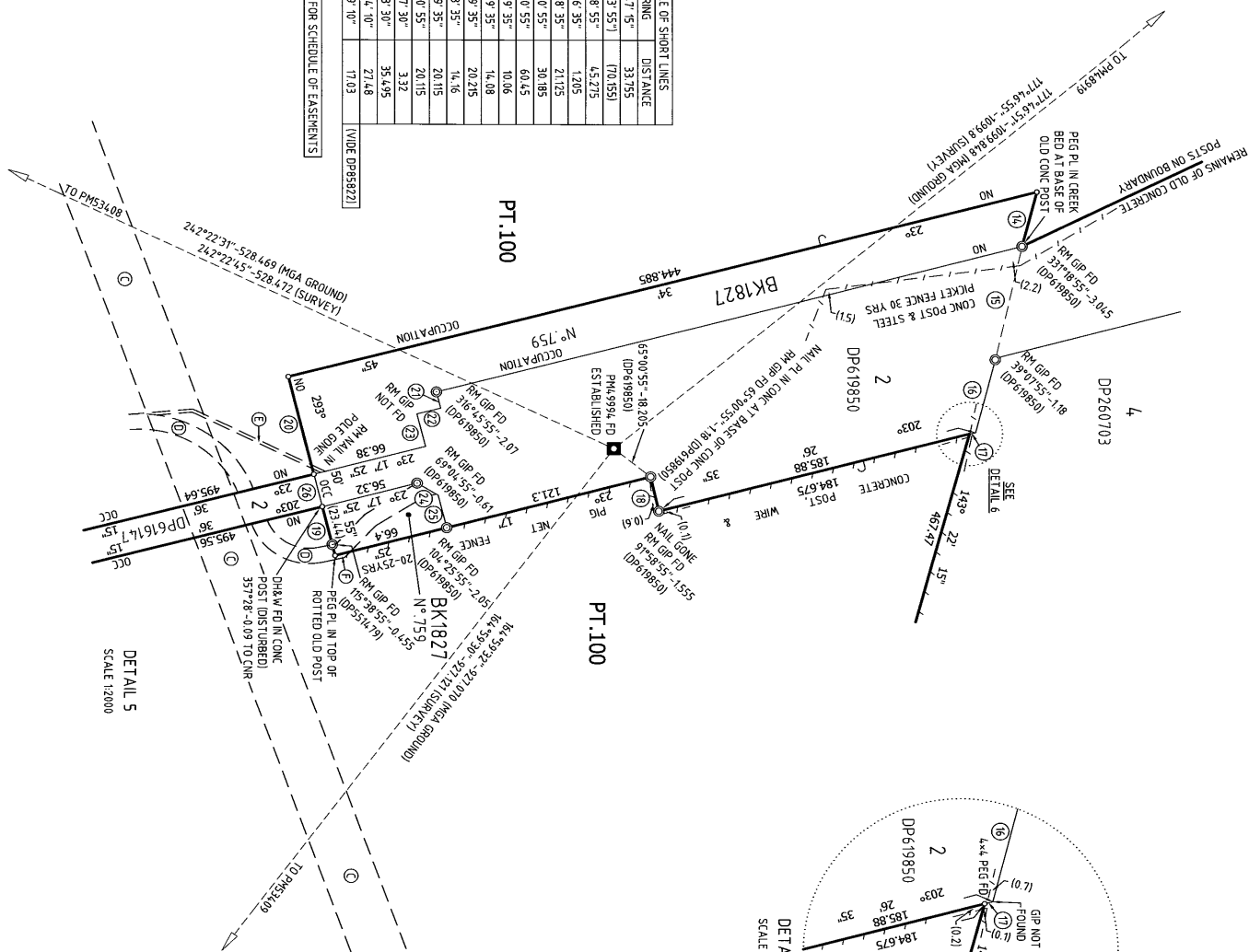
LGA: CAMDEN/CAMPELTON  
 Locality: CATHERINE FIELD/BLAIRMOUNT  
 Subdivision No:  
 Lengths are in metres, Reduction Ratio: NTS

Registered  
 15 OCT 2008

DP1119742

N <sup>o</sup> .	BEARING	DISTANCE
14.	322° 47' 51"	33.755
15.	(142° 53' 55")	(70.559)
16.	(42° 28' 55")	45.275
17.	203° 26' 35"	1.205
18.	294° 58' 35"	21.125
19.	293° 50' 55"	30.185
20.	293° 50' 55"	60.45
21.	293° 49' 35"	10.06
22.	203° 49' 35"	14.08
23.	119° 49' 35"	20.215
24.	68° 33' 35"	14.16
25.	119° 49' 35"	20.215
26.	293° 50' 55"	20.115
46.	(88° 37' 30")	3.32
47.	117° 23' 30"	35.495
48.	260° 04' 10"	27.48
49.	72° 09' 10"	17.03

REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS



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

Surveyor : STEPHEN JAMES ABBOTT  
 Date of Survey : 12th OCTOBER 2007  
 Surveyor's Ref : 88400

PLAN OF SUBDIVISION OF LOT 1 IN DP8869045  
 AND LOT 212 IN DP801679

LGA: CAMDEN/CAMPBELLTOWN  
 Locality : CATHERINE FIELD/BLAIRMOUNT  
 Subdivision No: 15  
 Lengths are in metres. Reduction Ratio: 1:

Registered  
 15.10.2008

DP1119742

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 1 of 2 sheet(s)

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

Pursuant to Section 88B of the Conveyancing Act 1919 as amended it is intended to create:

1. Restriction on the use of land.

**DP1119742**

Registered: 15.1.2008



Title System: Torrens

Purpose: Subdivision

**PLAN OF SUBDIVISION OF LOT 1 IN DP 869045 AND LOT 212 IN DP 801679**

**CAMPBELLTOWN CITY COUNCIL  
ACCEPTED**

*Brendan Leo*

GENERAL MANAGER/AUTHORISED PERSON

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

LGA: Camden/Campbelltown

Locality: Catherine Field/Blairmount

Parish: Narellan/St Peter

County: Cumberland

Surveying Regulation, 2006

I, **STEPHEN JAMES ABBOTT** of Lean Lackenby & Hayward L'pool Pty Limited 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: 12<sup>th</sup> October 2007

The survey relates to Lots 100 and 101 (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *Stephen Abbott* Dated: 12/10/07  
 Surveyor registered under the *Surveying Act, 2002*

Datum Line: X - Y  
 Type: Urban/Rural

**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')

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

Consent Authority: Camden Council  
 Date of Endorsement: 12 Nov 2007  
 Accreditation no: .....  
 Subdivision Certificate no: 5112007  
 File no: 1300-1490

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

- DP28024, DP30517, DP34084, DP34087, DP34088, DP62607, DP63391, DP64596, DP64960, DP81599, DP85822, DP123066, DP175140, DP223407, DP258472, DP260703, DP263187, DP269184, DP360116, DP397862, DP416709, DP419143, DP444543, DP499001, DP499057, DP545362,

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

SURVEYOR'S REFERENCE:  
 58400/CHECKLIST/REPORT2007M7100(1354)Additional Sheets

\* Delete whichever is inapplicable.

\* OFFICE USE ONLY

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 1 IN DP 869045 AND LOT 212 IN DP 801679

DP1119742

Registered: 15.1.2008



Subdivision Certificate No: 51/2007

Date of Endorsement: 12 Nov 2007

Plans used in the preparation of survey (continued):

DP551479, DP589609, DP591981, DP597325, DP615921, DP616147, DP619850, DP633808, DP636487, DP648267, DP649367, DP717215, DP739366, DP793150, DP801679, DP806651, DP809159, DP810338, DP835245, DP869045, DP876908, DP910744, DP1004795, DP1007061, DP1010343, DP1011295, DP1016615, DP1018098, DP1018710, DP1019100, DP 1019708, DP1041290, DP1041381, DP1042471, DP1087582, DP1103876, C8057<sub>3000</sub>

THE COMMON SEAL of the body corporate called TRUSTEES OF THE MARIST BROTHERS ABN 91 064 875 510 was affixed in the presence of the Provincial and two other Members of the Body Corporate all of whom have signed below

Authority: Roman Catholic Church Communities' Lands Act 1942 (sec.7)

Signature of authorised person:

Name of authorised person: JEFFREY CROWE

Office Held: Provincial

Signature of authorised person:

Name of authorised person: PETER CORR

Office Held: Member

Signature of authorised person:

Name of authorised person: GRAHAM NEISI

Office Held: Member



\* OFFICE USE ONLY

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

(Sheet 1 of 1 sheet)

Plan: 51/2007

Plan of subdivision of Lot 1 in DP 869045 and Lot 212 in DP 801679 covered by Subdivision Certificate No. 51/2007.

**DP1119742**

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

Trustees of the Marist Brothers  
 14 Drummoyne Avenue  
 Drummoyne 2047

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on the use of land.	100	Camden Council

**Part 2 (Terms)**

**Terms of restriction on the use of land numbered 1 in the plan:**

There shall be no direct vehicular access to or from the land hereby burdened on to Camden Valley Way.

THE COMMON SEAL of the body corporate called TRUSTEES OF THE MARIST BROTHERS ABN 91 064 875 510 was affixed in the presence of the Provincial and two other Members of the Body Corporate all of whom have signed below  
 Authority: Roman Catholic Church Communities' Lands Act 1942 (sec.7)

Signature of authorised person: *[Signature]*  
 Name of authorised person: JEFFREY CROWE  
 Office Held: Provincial

Signature of authorised person: *[Signature]*  
 Name of authorised person: PETER CORR  
 Office Held: Member

*[Seal of the Marist Brothers]*  
 Signature of authorised person: *[Signature]*  
 Name of authorised person: GRAHAM NETST  
 Office Held: Member

Approved by the Council of Camden

*[Signature]*  
 Authorised person

CAMPBELLTOWN CITY COUNCIL  
**ACCEPTED**  
*[Signature]*  
 GENERAL MANAGER/AUTHORISED PERSON



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

**APPLICANT:** InfoTrack  
GPO Box 4029  
SYDNEY NSW 2001

Certificate number: 20214287  
Reference number: 508804  
Certificate issue date: 16/09/2021  
Certificate fee: \$133.00  
Applicant's reference: 213819  
Property number: 1172688

### DESCRIPTION OF PROPERTY

Land Description: LOT: 1828 DP: 1211730  
Address: **25 Rochester Street GREGORY HILLS NSW 2557**

### 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)**

The land is not within a Local Environmental Plan.

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

- SEPP No 19 - Bushland in Urban Areas
- SEPP No 21 - Caravan Parks
- SEPP No 33 - Hazardous and Offensive Development
- SEPP No 50 - Canal Estates
- SEPP No 55 - Remediation of Land
- SEPP No 64 - Advertising and Signage
- SEPP No 65 - Design Quality of Residential Apartment Development
- SEPP No 70 - Affordable Housing (Revised Schemes)
- SEPP (Housing for Seniors or People with a Disability) 2004
- SEPP (Building Sustainability Index: BASIX) 2004
- SEPP (State Significant Precincts) 2005
- SEPP (Sydney Region Growth Centres) 2006
- SEPP (Mining, Petroleum Production and Extractive Industries) 2007
- SEPP (Infrastructure) 2007
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Affordable Rental Housing) 2009
- SEPP (State and Regional Development) 2011
- SEPP (Educational Establishments and Child Care Facilities) 2017

SEPP (Vegetation in Non-Rural Areas) 2017

SEPP (Concurrences and Consents) 2018

SEPP (Primary Production and Rural Development) 2019

SEPP (Western Sydney Aerotropolis) 2020

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

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

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

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

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

No.

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

SEPP (Environment) 2017

SEPP (Remediation of Land) 2018

SEPP (Housing) 2021

SEPP (Sydney Region Growth Centres) Housekeeping Amendment 2020

SEPP (Educational Establishments and Child Care Facilities) Amendment 2020

SEPP (Design and Place) 2021

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

SEPP (Building Sustainability Index:BASIX) Amendment (Design and Place) 2021

**Note:** The above draft LEP's or draft SEPP's may apply subject to the relevant criteria and requirements as listed in each of these draft instruments.

### **DEVELOPMENT CONTROL PLANS**

Turner Road Precinct Development Control Plan 2007, 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 - ORAN PARK AND TURNER ROAD PRECINCT PLAN

##### 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 support the well being of the community, including educational, recreational, community, religious and other activities and, where appropriate, neighbourhood shops if there will be no adverse effect on the amenity of proposed or existing nearby residential development.
- \* To allow for small scale kiosks, function centres, restaurants and markets that support the primary function and use of recreation areas, public open space and recreation facilities located within residential areas.
- \* To allow for small scale intensity tourist and visitor accommodation that does not interfere with residential amenity.
- \* To provide for a variety of recreational uses within open space areas.

##### B. Permitted without consent

Nil

##### C. Permitted with consent

Any other development not specified in item B or D

##### D. Prohibited

Agriculture; Airports; Airstrips; Biosolid waste applications; Bulky goods premises; Business premises; Car parks; Cemeteries; Correctional centres; Crematoria; Dairies (pasture-based); Depots; Entertainment facilities; Extractive industries; Farm buildings; Freight transport facilities; Function centres (other than those within recreation areas or operated in conjunction with recreation areas or recreation facilities); Hazardous storage establishments; Helipads; Heliports; Home occupations (sex services); Industrial retail outlets; Industries; Landscape and garden supplies; Liquid fuel depots; Manor homes; Materials recycling or recovery centres; Mines; Mortuaries; Offensive storage establishments; Office premises; Passenger transport facilities; Public administration buildings; Registered clubs; Retail premises (other than neighbourhood shops and other than kiosks, markets, restaurants or take away food and drink premises within recreation areas or operated in conjunction with recreation areas or recreation facilities); Restricted premises; Restriction facilities; Roadside stalls; Rural industries; Rural workers' dwellings; Sawmill or log processing works; Service stations; Sewage treatment works; Sex services premises; Stock and sale yards; Storage premises; Timber and building supplies; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Warehouse or distribution centres; Waste disposal land fill operations; Waste management 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

R1 General Residential: Clause 4.1A of Oran Park and Turner Road Precinct Plan fixes a minimum 300m<sup>2</sup> for the erection of a dwelling house; however, exceptions apply in circumstances as specified under clauses 4.1AC and 4.1AD for land dimensions of minimum 250m<sup>2</sup> and minimum 225m<sup>2</sup>.

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

Oran Park and Turner Road Section 7.11 Contributions Plan.

## 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.

The subject land is biodiversity certified land, under Part 8 of the Biodiversity Conservation Act 2016, or under Part 7AA and/or Schedule 7 Part 7 of the Threatened Species Conservation Act 1995, which remain in force under the Biodiversity Conservation (Savings and Transitional) Regulation 2017.

For more information about biodiversity certification, and the extent of the property that is certified, please visit: [www.camden.nsw.gov.au/environment/biodiversity](http://www.camden.nsw.gov.au/environment/biodiversity)

## 10. BIODIVERSITY STEWARDSHIP SITES

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

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

No.

## 10A. NATIVE VEGETATION CLEARING SET ASIDES

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

No.

## 11. BUSH FIRE PRONE LAND

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



No.

## 12. PROPERTY VEGETATION PLANS

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

No.

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

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

No.

## 14. DIRECTIONS UNDER PART 3A

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

No.

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

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

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

No.

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

No.

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

A statement of whether there is 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 and, if there is a certificate, the statement is to include:

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

No.

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

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

No.

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

No.

## **18. PAPER SUBDIVISION INFORMATION**

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

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

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

Not Applicable.

## **19. SITE VERIFICATION CERTIFICATES**

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

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

No.

## **20. LOOSE-FILL ASBESTOS INSULATION**

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

No.

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

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

A statement of:

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

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

In this clause:

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

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

No.

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

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

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

No.

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

No.

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

No.

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

No.

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

No.

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

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

(a) 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.

Yes.

## **INFORMATION PROVIDED UNDER SECTION 10.7(5) OF THE ACT:**

### **OTHER INFORMATION**

#### **1. Western Sydney Airport and Western Sydney Aerotropolis**

On 15 April 2014 the Federal Government confirmed that the site of Western Sydney's new airport will be Badgerys Creek. A draft Environmental Impact Statement (EIS) and draft Airport Plan were on public exhibition from 19 October to 18 December 2015.

On 15 September 2016 the final EIS was presented to the Commonwealth Minister for the Environment and Energy. On 11 November the Minister provided a notice of environmental conditions to be placed on the airport development.

On 12 December 2016 the Minister for Urban Infrastructure determined the Western Sydney Airport Plan. This determination provides the authorisation to allow the construction and operation of stage 1 of the proposed airport (a single runway facility expected to be operational in the mid-2020s).

The Stage 1 Land Use and Infrastructure Implementation Plan (LUIIP) was exhibited between 21 August 2018 and 2 November 2018 by the Department of Planning, Industry and Environment. This plan provided an overview of future land uses and the proposed sequence of development to ensure new jobs and homes are delivered in time with infrastructure.

Between 6 December 2019 and 13 March 2020, the Western Sydney Aerotropolis Plan (WSAP) was exhibited by the Department of Planning, Industry and Environment. The WSAP sets the planning framework for the Western Sydney Aerotropolis and builds upon the exhibited LUIIP for the Aerotropolis.

Further information on Western Sydney Aerotropolis is available at <https://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/Western-Sydney-Aerotropolis>, or from the Commonwealth Department of Infrastructure, transport, Regional Development and Communications at [www.infrastructure.gov.au](http://www.infrastructure.gov.au).

## **2. Outer Sydney Orbital Corridor Identification, North South Rail Line and South West Rail Link Extension Corridor Identification**

On 26 March 2018, the NSW Government released for comment a recommended corridor of land for the Outer Sydney Orbital, North South Rail Line and South West Rail Link Extension which may affect land in the Camden Local Government Area (LGA).

On 22 June 2018, the NSW Government announced a revised corridor of land for the Outer Sydney Orbital in response to community feedback.

On 30 June 2020, the NSW Government confirmed the final corridors to support the delivery of the proposed Sydney Metro – Western Sydney Airport project, South West Rail Link Extension and Western Sydney Freight Line. The North South Rail Line Corridor is proposed to run from the Western Sydney Airport to Macarthur, with a tunnel from Oran Park. The South West Rail Link Extension will extend the existing passenger rail line from Leppington Station to the Aerotropolis. A new State Environmental Planning Policy identifies the land that is intended to be used in the future as an infrastructure corridor.

The State Environmental Planning Policy (Major Infrastructure Corridors) 2020 identifies the location, and relevant planning controls applying to land identified within the North South Rail Line and South West Rail Link Extension corridors, including land within the Camden LGA. The identification of the Outer Sydney Orbital Corridor was not included in this State Environmental Planning Policy.

Further information is available at [www.transport.nsw.gov.au/corridors](http://www.transport.nsw.gov.au/corridors)

## **3. Miscellaneous Information**

### **\* Coal Seam Gas Extraction:**

Coal Seam Gas Extraction takes place within the Camden Local Government Area. Enquiries may be made to AGL Gas Production (Camden) Pty Limited, or the relevant the licence holder, as to the location of gas wells. In February 2016 AGL announced that it will cease production at the Camden Gas Project in 2023, and that the wells will be progressively decommissioned and the sites rehabilitated.

### **\* Contamination Information:**

In relation to Council's policy 'Management of Contaminated Lands' there are report/s and information which may apply to the land. Further details can be obtained from Council, please contact Council's customer service.

Note: The report/s and information which apply to the land may be either:

\* Preliminary detailed contamination investigations, identifying whether there is, was or was not any contamination or potential contaminating activities affecting the land;

- \* Remediation action plans setting out works required to deal with any contamination and make the land suitable for its intended use;
- \* Validation reports and / or independent site audits which verify the satisfactory completion of remediation or decontamination works;
- \* Environmental Management Plans.
- \* Salinity Information:

In relation to Council's requirements for salinity assessment for specific types of development within the Camden local government area, there are salinity report/s or management plans which apply to the land.

Further details can be obtained from Council, please contact Council's customer service.

Note: Where a section 88B instrument applies to the land this may include a restriction specifying the relevant salinity management plan.

- \* South West Growth Area:

On 2 November 2019, the State Government announced a new approach to precinct planning for land within the South West Growth Area. Under this announcement, a collaborative approach was determined for the following precincts: Leppington Stages Two and Five, Lowes Creek Maryland, Pondicherry and South Creek West Precincts Two and Five. Under this pathway, the Department of Planning, Industry and Environment (DPIE) will play a co-ordination role to facilitate collaborative partnerships between DPIE and Camden Council to resolve complex issues involving other state agencies. Subsequent rezonings will generally be implemented by Council, although in certain cases they could become State-led. Camden Council is working with DPIE to further clarify how these precincts will be delivered including the planning pathway, governance arrangements, timeframes and resources.

On 16 July 2021, Leppington Precinct Stages Two and Five and Lowes Creek Maryland Precinct were rezoned.

For further information, please see DPIE's website at: <https://www.planning.nsw.gov.au/Plans-for-your-area/A-new-approach-to-precincts>

- \* Additional Flooding Information: NO FORMAL FLOOD STUDY:

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.

## **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

14 September 2021

**Infotrack Pty Limited**

**Reference number: 8001048824**

**Property address: 25 Rochester St Gregory Hills NSW 2557**

## **Sewer service diagram is not available**

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

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

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

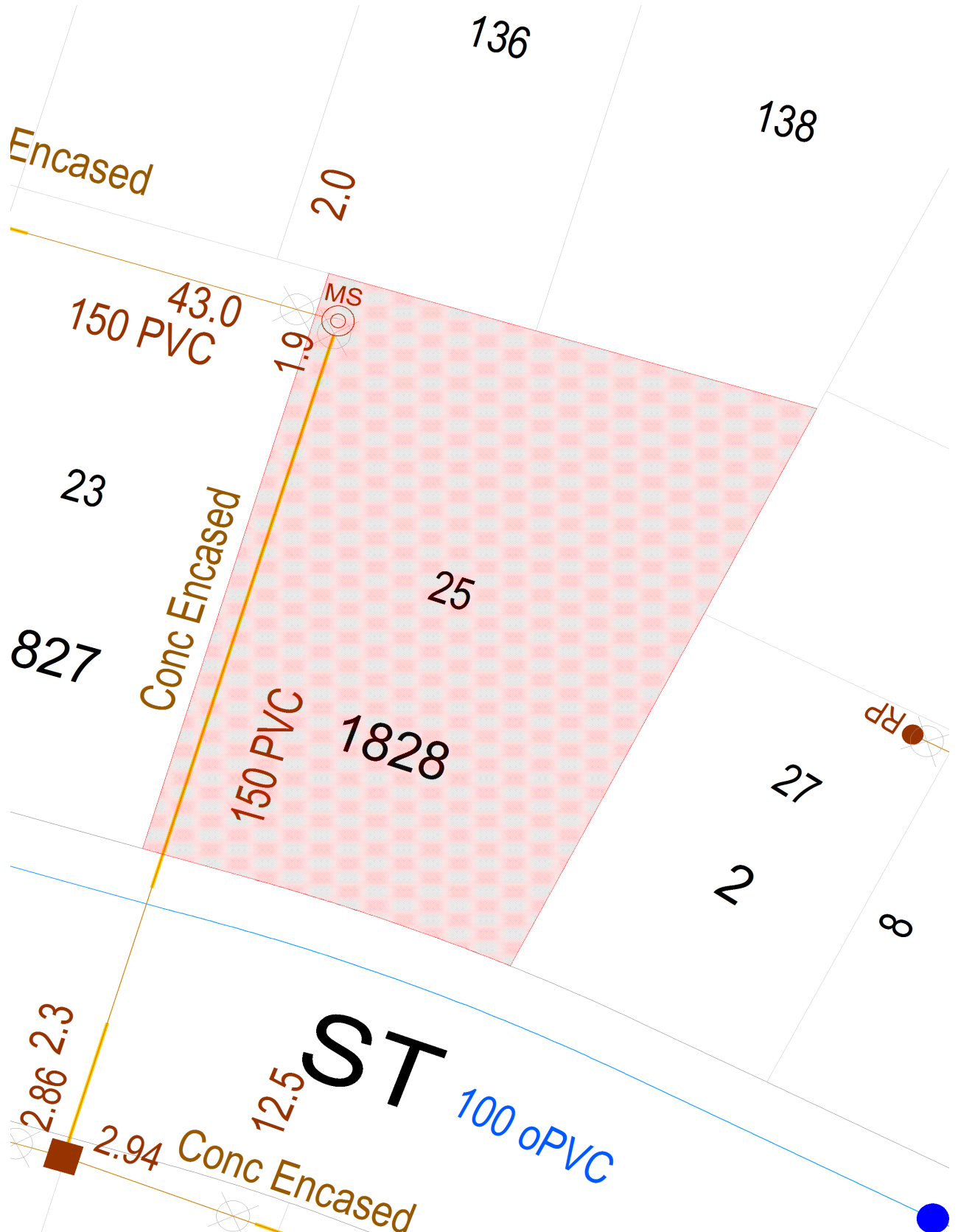
Yours sincerely



Greg Staveley  
Manager Business Customers



Service Location Print  
Application Number: 8001048823



Document generated at 14-09-2021 04:21:04 PM

**Disclaimer**

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

# Asset Information

## Legend

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

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## Pipe Types

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

## Further Information

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

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

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

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