

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Victory Lease Pty Ltd ACN 153 345 665 PO Box 776, CHATSWOOD NSW 2057	Phone: (02) 9884 8969
vendor	Jie YANG and Jialing CHEN	
vendor's solicitor	CKW & Associates Lawyers Suite 405, 2 Help Street, Chatswood NSW 2067 PO Box 1752, Chatswood NSW 2057	Phone: (02) 8456 3499 Email: info@ckwassociateslaw.com.au Fax: (02) 8088 6218 Ref: CC:P036/24
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	36 Elizabeth Mcrae Avenue, Minto, New South Wales 2566 Registered Plan: Lot 162 Plan DP 1181212 Folio Identifier 162/1181212	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" 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:	
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"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<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)			

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares, specify:

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

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

SIGNING PAGE

VENDOR	PURCHASER												
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>												
VENDOR (COMPANY)	PURCHASER (COMPANY)												
<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> </tr> </table>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>	<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> </tr> </table>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>
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<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>												

ChoicesVendor agrees to accept a **deposit-bond**NO yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4): _____**Manual transaction** (clause 30)NO yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustableNO yes**GST:** Taxable supplyNO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

Purchaser must make a *GSTRW payment*
(GST residential withholding payment) NO yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact 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

<p>General</p> <ul style="list-style-type: none"> <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 to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	<p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60
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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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

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

<p>APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services</p>	<p>NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority</p>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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)

1.1	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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount;
<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>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic 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>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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> ;
<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).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
- 4.2.2 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.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 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.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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*.

- 4.13 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 –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 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.
- 16.4 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

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 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;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 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 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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 s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 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 14.6 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 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

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 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 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
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 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.
- 30.8 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.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *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.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 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.

36 ELIZABETH MCRAE AVE, MINTO 2566

Sale by auction

If the property is, or is intended, to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to section 13 of the *Property, Stock and Business Agents Regulation 2014* (NSW) and section 68 of the *Property, Stock and Business Agents Act 2002* (NSW).

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by paragraph 1 above, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.
3. The following conditions, in addition to those prescribed by paragraphs 1 and 2 above, are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
 - (a) More than one vendor bid may be made to purchase interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

Special Conditions

Further special conditions (the *Special Conditions*) forming part of the contract for the sale and purchase of land 2022 edition between:

Vendor:	
Purchaser:	

dated:

33. Interpretation

33.1 In these Special Conditions:

(a) terms defined in the standard form of the “Contract for the sale and purchase of land 2022 edition” (the *Printed Conditions*) to which these Special Conditions are annexed have the meanings given in the Printed Conditions unless the context requires otherwise; and

(b) the following definition applies:

Object means the purchaser:

- (i) making requisitions or objections;
- (ii) claiming compensation;
- (iii) rescinding or purporting to rescind;
- (iv) calling on the vendor to amend title or bear the cost of doing so;
- (v) seeking a reduction in the price;
- (vi) refusing or delaying payment of the whole or part of the price;
- (vii) retaining the whole or part of the price;
- (viii) postponing settlement; or
- (ix) avoiding obligations,

under or in connection with this contract.

33.2 To the extent of any inconsistency between the Printed Conditions and these Special Conditions, these Special Conditions prevail.

33.3 In this contract, the meaning of general words is not limited by specific examples introduced by “*include*”, “*includes*”, “*including*”, “*for example*”, “*in particular*”, “*such as*” or similar expressions.

Disclosure

33.4 For the purposes of the *Conveyancing Act 1919* (NSW) and the provisions of this contract referring to disclosure:

- (a) a disclosure is deemed to be made if a reference to the relevant matter is made in this contract; and
- (b) the vendor discloses all of the material appearing in the documents annexed or attached to this contract, whether or not that material is specified in the list of documents appearing on page 3 of this contract.

34. Amendments to the Printed Conditions

The Printed Conditions are amended as follows:

- (a) **(requisitions)** clause 5.2.1 is deleted;
- (b) **(claims by the purchaser)** the following amendments are made in clause 7:
 - (i) clause 7.1 is deleted and replaced with the following:
 - “7.1 The vendor can *rescind* if –
 - 7.1.1 the vendor *serves* notice of intention to rescind; and
 - 7.1.2 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and”;
 - (ii) in clause 7.2.1, “10%” is replaced with “5%”; and
 - (iii) in clause 7.2.4, the words “and the costs of the purchaser” are deleted;
- (c) **(rescission by the vendor)** clause 8.1 is deleted and replaced with the following:
 - “8.1 The vendor can *rescind* if –
 - 8.1.1 the vendor is unable or unwilling to comply with a *requisition* or claim for compensation;
 - 8.1.2 the vendor *serves* notice of intention to *rescind* which specified the *requisition* or claim for compensation; and
 - 8.1.3 the purchaser does not *serve* notice waiving the *requisition* or claim *within* 14 days after that *service*.”;
- (d) **(disclosure)** in clauses 10.1.8 and 10.1.9, the word “substance” is replaced with “existence” and the word “disclosed” is replaced with “noted”;
- (e) **(work orders)** the following amendments are made in clause 11:
 - (i) in clause 11.1, the word “made” is replaced with the words “delivered to the vendor”; and
 - (ii) in clause 11.12, the words “other than because of a default by the purchaser” are inserted after the word “*terminated*”;
- (f) **(land tax)** the following amendments are made in clause 14.4:
 - (i) In clause 14.4, the words “not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax” are deleted and replaced with “adjust any land tax and surcharge land tax (as defined in the *Land Tax Act 1956* (NSW))”; and
 - (ii) clause 14.4.2 is deleted and replaced with the following:
 - “14.4.2 by adjusting the amount of land tax determined by applying to the taxable value of the property the average rate of land tax (including, if applicable, any surcharge land tax as per the *Land Tax Act 1956* (NSW)) payable by the vendor (or, if applicable, any predecessor in title) for the relevant year.”;
- (g) **(adjustments)** clause 14.8 is deleted;
- (h) **(charge for land tax)** in clause 16.4, after the word “If”, the words “at least 7 days before the date of completion” are added and insert “The purchaser agrees that the vendor may pay the outstanding land tax on completion.” in the end of this clause;
- (i) **(settlement cheques)** clause 30.11 is deleted and, in clause 30.9, the words “cash (up to \$2,000.00) or” are deleted;

- (j) **(contributions)** the following amendments are made in clause 23:
 - (i) clause 23.6.1 is replaced with the following:

“23.6.1 the vendor is liable for it if it was determined on or before the contract date provided that, if it is payable by instalments, the vendor is liable for all instalments due on or before the contract date and the purchase is liable for all instalments due after the contract date; and”; and
 - (ii) in clauses 23.9.3 and 23.9.4, the words “or before completion” are deleted;
- (k) **(information certificates)** clauses 23.13 & 23.14 are deleted;
- (l) **(voting rights)** clause 23.17.2 is deleted; and
- (m) **(unregistered plan)** clause 28 is deleted.

35. FIRB approval

- 35.1 If the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the *Foreign Acquisitions and Takeovers Regulation 1989* (Cth) to enter into this contract, then the purchaser hereby warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection.
- 35.2 The purchaser acknowledges and agrees that, if the warranty in paragraph 35.1 is false or untrue in any respect whatsoever, the purchaser indemnifies the vendor against any loss that the vendor may suffer as a direct or indirect result of the vendor having relied on this warranty when entering into this contract including any consequential loss that the vendor may sustain.

36. Building certificate

The vendor does not hold a building certificate issued under the *Environmental Planning and Assessment Act 1979* (NSW) or *Local Government Act 1993* (NSW) in respect of the *property*. The vendor is not required to apply for such a building certificate nor to carry out any works or take any other actions necessary for the issue of a building certificate. This contract is not conditional upon the issue of a building certificate and the purchaser cannot Object for any reason related to a building certificate.

37. No survey report

The purchaser acknowledges that the vendor does not have a current survey report relating to the *property*. The purchaser cannot Object in respect of any encroachment by any dividing fences between the property and adjoining properties.

38. Finance

The purchaser:

- (a) acknowledges that it has not discussed, and does not intend to discuss, any matters with the vendor in respect of the means of payment of the price or any finance that the purchaser has been, or anticipates, obtaining in relation to such payment;
- (b) warrants that it has secured finance for payment of the price in full; and
- (c) acknowledges that the National Credit Code in Schedule 1 of the *National Consumer Credit Protection Act 2009* (Cth) has no application to this transaction and that the purchaser has sought independent legal advice in relation to that matter and the purchaser hereby indemnifies the vendor against any and all claims, actions or proceedings of any nature that the purchaser may take, or that others may take on behalf of the purchaser, in relation to the National Credit Code.

39. Deposit

The purchaser authorises the release of the whole of the deposit, minus the commission payable by the vendor to the vendor's agent, to the vendor if required for use by the vendor as:

- (a) a rental bond; or
- (b) a deposit on the purchase of real estate and/or for the payment of stamp duty in relation to such a purchase; or
- (c) the settlement funds in relation to the purchase of real estate.

The commission payable by the vendor to the vendor's agent will be retained by the *depositholder* until completion or termination of this contract.

40. Completion delayed

- 40.1 If completion does not take place on or before the date for completion stipulated in this contract (***Completion Date***), either party may *serve* notice requiring the other party to complete this contract *within* a period of 14 days or more after that *service* and, upon that *service*, time will be of the essence in this contract both at law and in equity.
- 40.2 If, for any reason not solely attributable to the vendor, the balance of the price and any other amounts payable by the purchaser under this contract (together, the ***Total Payable***) is not paid by the purchaser to the vendor on or before the Completion Date, the purchaser must, at completion, pay to the vendor, in addition to the Total Payable and as a reasonable pre-estimation of the vendor's damages, interest on the outstanding balance of the Total Payable at 10.00% per annum calculated daily from and including the Completion Date to and including the date on which completion occurs. The vendor's right to such interest will be additional and without prejudice to the vendor's rights under this contract or otherwise in relation to the purchaser's default.

Notice to complete

- 40.3 The parties agree that any notice to complete under this contract will be reasonable as to time if:
 - (a) a period of at least 14 days from the date of *service* of that notice is allowed for completion; and
 - (b) a time of day between the hours of 11:00am and 5:00pm is specified as the time for completion.
- 40.4 A party *servicing* a notice to complete is entitled to withdraw that notice and issue further notices to complete.
- 40.5 If the vendor *serves* a notice to complete, the purchaser must pay to the vendor on completion an additional amount of \$440.00 including GST to cover the vendor's legal costs and associated expenses incurred in the preparation and *service* of that notice to complete.

41. Capacity

If, before completion, a *party*:

- (a) being a natural person:
 - (i) dies or becomes mentally incapacitated;
 - (ii) is presumed or declared to be bankrupt or insolvent under any applicable law; or
 - (iii) has a receiver or trustee for creditors or in bankruptcy appointed to any of his/her property;
- (b) being a body corporate:
 - (i) becomes subject to a resolution or court order for the liquidation or winding up of that *party*;or

- (ii) has appointed an administrator or liquidator pursuant to any relevant law or has a receiver, manager or receiver and manager appointed to the assets or undertaking of that *party* or any part thereof;
- (c) proposes, enters into or effects an arrangement or composition with, an assignment for the benefit of, or a moratorium involving, any of its creditors; or
- (d) is unable to pay all of its debts as they fall due or stops or suspends, or threatens to stop or suspend, the payment of all or a class of its debts,

the other *party* may, by *servicing* notice on the solicitor of the first-mentioned party, *rescind* this contract and thereupon this contract will be at an end and the provisions of clause 19 will apply.

42. Condition of the *property*

42.1 In this clause 42, the following definitions apply:

Contaminant means a solid, liquid, gas, odour, temperature, sound, vibration or radiation or substance that makes, or may make, the *property*:

- (a) unfit or unsafe for habitation or occupation by humans or animals;
- (b) degraded in its capacity to support plant life or otherwise environmentally degraded; or
- (c) not comply with any Environmental Law.

Contamination means the presence of any Contaminant in, on, above or under the *property*.

Environmental Law means any law (whether statutory or common law) concerning environmental matters, including any law related to land use, pollution, waste disposal, toxic or hazardous substances, conservation of natural or cultural resources, resource allocation or the exploration for, or exploitation of, any natural resource.

Environmental Liability means any:

- (a) obligations, expenses, penalties or fines under any Environmental Law that could be imposed upon the purchaser or any occupier of the *property* as a result of any activities carried on during the ownership or occupation of the *property* by the vendor or by any predecessor in title or previous occupier of the *property*; and
- (b) actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs resulting from or in connection with any Contamination and/or any breach of, or non-compliance with, any Environmental Law.

State of Repair means the condition and state of repair of the *property* including (whether apparent or latent) any faults, defects, Contamination, dilapidation, infestation, mechanical breakdown, wear and tear or Environmental Liability.

42.2 The purchaser acknowledges and warrants that:

- (a) the *property* is being purchased in its present State of Repair as a result of the purchaser's own inspections and investigations and the purchaser cannot Object because of the State of Repair of the *property*;
- (b) the purchaser is purchasing the *property* and will take title subject to all existing and proposed water, sewerage, drainage, gas, electricity, telephone and other installations and services (the ***Services***) and cannot Object because of the condition, nature, location, availability or non-availability of any of the ***Services***;
- (c) sewers, drains or other services may lay outside registered easements and the land may be subject to unregistered easements in relation to pipes, connections or structures of service supply authorities or others that may not have been disclosed to the vendor and that may not be apparent from an inspection of the land; and

- (d) the vendor has not, nor has anyone on the vendor's behalf, made any representation or warranty as to:
- (i) the State of Repair of the *property*;
 - (ii) the condition or state of repair of the Services;
 - (iii) the fitness for any particular purpose of the whole or any part of the *property* or the use to which the whole or any part of the *property* may be put;
 - (iv) the rights and privileges relating to the *property*; or
 - (v) any financial return or income that may be derived from the *property*,
- other than as expressly set out in this contract.

Requisitions

- 42.3 Any requisitions taken to have been made by the purchaser under clause 5.1 of the Printed Conditions are the only requisitions:
- (a) arising out of this contract; and/or
 - (b) being general questions about the *property* or *title*,
- that the purchaser is entitled to make.
- 42.4 It has been agreed by the parties that the replies to requisitions are attached to this contract and no further replies will be provided to the purchaser.

Smoke alarms

- 42.5 The purchaser cannot Object by reason of the vendor not having complied with the regulations made under the *Environmental Planning and Assessment Act 1979* (NSW) relating to the installation of smoke alarms in the *property*.

Fences

- 42.6 Subject to section 52A of the *Conveyancing Act 1919* (NSW) and the *Conveyancing (Sale of Land) Regulation 2017* (NSW), the vendor is not liable to pay compensation in respect of any fencing, nor is it required to erect or contribute to the expense of erecting any new fencing, if:
- (a) the fencing is not on the boundary;
 - (b) a give and take fence exists; or
 - (c) a boundary of the property is not fenced.

Swimming Pool

- 42.7 The vendor does not warrant that the swimming pool located on the property and its enclosures comply with all requirements under the *Swimming Pools Act 1992* (NSW) and the regulations made thereunder. The purchaser cannot make any objection or raise any requisition in relation to the swimming pool or its enclosures, including any non-compliance with such legislation or any order or notice issued by any local council or other relevant authority under such legislation.

Environmental Liability

- 42.8 The vendor makes no representation, and gives no warranty, regarding the environmental condition of the *property*, including whether there is any Contamination, and the purchaser cannot Object because of any Contamination.
- 42.9 On and from the date of completion, the purchaser assumes all responsibility for, and releases and indemnifies the vendor from and against, all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs resulting from or in connection with any Environmental Liability.

43. Real estate agents

The purchaser warrants that it was not introduced to the vendor or the *property*, directly or indirectly, by any person other than the vendor's agent specified in this contract. The purchaser indemnifies the vendor against:

- (a) any claim for commission by reason of any introduction by any other person; and
- (b) all costs and expenses incurred in, or incidental to, defending any such claim.

44. GST

The purchaser warrants to the vendor that the *property* will be used predominantly for residential accommodation and the purchaser indemnifies the vendor against any liability to pay GST arising from any breach of that warranty.

45. Special Levies

Notwithstanding clauses 23.6 and 23.7, the parties covenant and agree that, if there are or have been any special levies or contributions that are not regular contributions (*Special Levies*) levied before the contract date, the vendor will pay or allow to the purchaser on completion the amount of any unpaid Special Levies that fall due for payment up to and including the contract date and the purchaser will pay all Special Levies that fall due for payment after the contract date.

46. Indemnity

The purchaser indemnifies the vendor from and against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the vendor or that the vendor may pay, sustain or incur as a direct or indirect result of any breach or non-performance of this contract by the purchaser and/or any breach of warranty under this contract by the purchaser.

47. General

Indemnities

- 47.1 Any indemnity provided by a party under this contract is a continuing obligation separate and independent from any other obligations of that party that survives termination of this agreement.

No merger

- 47.2 A provision of this contract that can take effect after completion does not merge on completion and continues to bind the parties.

Entire agreement

- 47.3 In entering this contract, the purchaser does not rely upon any representation or warranty (whether oral or written) made or published by the vendor, or by any person on behalf of the vendor or otherwise, except the warranties expressly made in this contract.

No assignment

- 47.4 The purchaser cannot nominate an alternative transferee or assign or otherwise transfer the benefit of this contract without the prior written consent of the vendor (which the vendor may withhold or delay at its discretion).

48. Discrepancy at Completion

- 48.1 Each party agrees that if on completion any adjustment of outgoings or any part of the sale price of the land, required to be made under the contract is overlooked or incorrectly calculated or an incorrect settlement

cheque drawn, the party will forthwith upon being requested by the other party to make the correct calculation and pay such amount or amendments.

48.2 Any money payable by the purchaser to the vendor but for any reason unpaid on completion is not waived on completion but remains a debt which must be paid by the purchaser. The debt and interest and costs arising from the debt are secured by a charge over the Property after completion and the purchaser authorises the vendor to register a caveat over the Property in respect of that charge until such debt is fully paid.

48.3 This clause will not merge on completion.

49. Re-scheduled Settlement

In the event the settlement does not take place at the scheduled date, or is cancelled after appropriate arrangements have been made, due to the purchaser and/or their mortgagee and through no fault of the vendor, the purchaser must pay an additional \$165.00 (GST inclusive) on settlement to the vendor to cover the legal costs and other expenses incurred in rescheduling the settlement booking as a consequence of the delay in addition to any other monies due and payable by the purchaser on completion.

50. Information Certificate

The vendor is not obliged to provide an information certificate under section 184 of the *Strata Schemes Management Act 2015* (NSW) or section 174 of the *Community Land Management Act 2021* (NSW) and the vendor authorises the purchaser to apply for such certificate at the purchaser's own costs. If before completion the vendor or the vendor's agent provides such a certificate, the purchaser must reimburse the vendor for the costs of the certificate as an adjustment on completion.

51. Cooling off Period

In the event that this Contract is subject to a cooling-off period and the purchaser applies for and is granted an extension to the cooling-off period by the vendor, then in such event the sum of \$165.00 (GST inclusive) to cover the legal costs and expenses incurred by the vendor as a consequence of the extension to the cooling-off period shall be payable by the purchaser to the vendor by way of adjustment on completion.

52. Deposit Release for Completion

52.1 The purchaser agrees that, if required by the vendor, the purchaser will authorise the depositholder to release so much of the deposit held by the depositholder as directed by the vendors solicitor prior to completion if required by the vendor to effect completion of this contract.

52.2 The vendor agrees that the amount of the deposit released will be held by the vendors solicitor in escrow pending the completion.

52.3 The parties agree that no further authority will be required for such release as the necessary authority is contained in this special condition.

53. Order on the Deposit Holder

53.1 When completion of this contract is effected as an electronic transaction, it is an essential term of this contract that the purchaser must provide to the vendor prior to completion, an authority in writing to the deposit holder for the release of the deposit.

53.2 This authority will be held in escrow by the Vendors solicitor until settlement is effected.

54. Deposit less than 10% of the Contract Price

54.1 The parties acknowledge that it is a fundamental condition of the contract that a deposit of 10% of the purchase price is payable and shall be forfeited to the vendor in the event of the purchaser's default under this contract.

- 56.8 Until the vendor has received all money payable by the purchaser or the Guarantor under the contract and the due performance by the purchaser and the Guarantor of their obligations under this contract, neither the purchaser nor the Guarantor may:
- (a) claim or receive the benefit of:
 - (i) a dividend or distribution;
 - (ii) a payment out of the estate or assets; or
 - (iii) a payment in the liquidation, winding up or bankruptcy,
of a person liable jointly with the purchaser or the Guarantor to the vendor or liable under a security for money payable by the purchaser or the Guarantor; or
 - (b) prove in an estate or in relation to an asset in a liquidation, winding up or bankruptcy in competition with the vendor unless the amount to which the vendor is entitled will not be reduced as a result.
- 56.9 The Guarantor must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of a right of the vendor under this clause 56.
- 56.10 The Guarantor's obligations are not affected if:
- (a) the vendor releases or enters into a composition with the purchaser;
 - (b) a payment made to the vendor is later avoided; or
 - (c) the vendor assigns or transfers the benefit of this contract.
- 56.11 If the vendor assigns or transfers the benefit of this contract, the assignee receives the benefit of the Guarantor's covenants, agreements, guarantees and indemnities.
- 56.12 The obligations of the Guarantor under this clause 56 are not released, discharged or otherwise affected by:
- (a) failure by any Guarantor to have executed this guarantee and indemnity, validly or otherwise;
 - (b) the grant of any time, waiver, covenant not to sue or other indulgence;
 - (c) the release (including a release as part of a novation) or discharge of any person;
 - (d) an arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor or any other person;
 - (e) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
 - (f) a variation of this contract including a variation in the date of completion of this contract;
 - (g) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;
 - (h) payment to the vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (i) the winding up of the purchaser.



FOLIO: 162/1181212

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
2/2/2024	4:13 PM	3	8/9/2018

LAND

LOT 162 IN DEPOSITED PLAN 1181212
AT MINTO
LOCAL GOVERNMENT AREA CAMPBELLTOWN
PARISH OF MINTO COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1181212

FIRST SCHEDULE

JIE YANG
JIALING CHEN
AS JOINT TENANTS (T AI769043)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 DP1164989 EASEMENT FOR SUPPORT 0.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 2 DP1164989 POSITIVE COVENANT
- 3 DP1181212 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1181212 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1181212 EASEMENT FOR SUPPORT 0.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1181212 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 7 DP1181212 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 8 AI769044 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

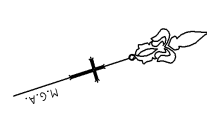
*** END OF SEARCH ***

PLAN FORM 2 (A2)

DP1181212

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Urban Sheet 1 of 4 sheets



SCHEDULE OF SHORT AND CURVED LINES

NO.	BEARING	DISTANCE	ARC	RADIUS
1.	247°48'	17		
2.	113°36'40"	56.4		
3.	293°38'40"	49.515		
4.	176°16'	34.18		60
5.	67°48'20"	14.305		60
6.	158°45'40"	2		60
7.	193°47'	2.03		60
8.	180°12'30"	10.2		60
9.	168°15'	26.5		
10.	266°38'30"	2.26		
11.	266°47'40"	4.015		60.78

- (C) - BENEFITED BY EASEMENT TO DRAIN WATER 2 WIDE (DP116484)
- (R) - BENEFITED BY EASEMENT FOR SUPPORT 0.5 WIDE (DP116489)
- (S) - RESTRICTIONS ON THE USE OF LAND (NOS 5 & 6) (DP1181219)
- (A) - EASEMENT FOR SUPPORT VARIABLE WIDTH (DP116487)
- (G) - EASEMENT FOR UNDERGROUND CABLES 1.5 WIDE (VIDE DP1164989)
- (K) - EASEMENT FOR EASEMENT TO DRAIN WATER 1.5 WIDE
- (L) - BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE
- (M) - BENEFITING BY EASEMENT TO DRAIN WATER 1.5 WIDE
- (N) - EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE (VIDE DP 716487)
- (P) - EASEMENT FOR ELECTRICITY PURPOSES VAR WIDTH (VIDE DP 716487)
- (V) - EASEMENT TO DRAIN WATER 2 WIDE (VIDE DP 716487)

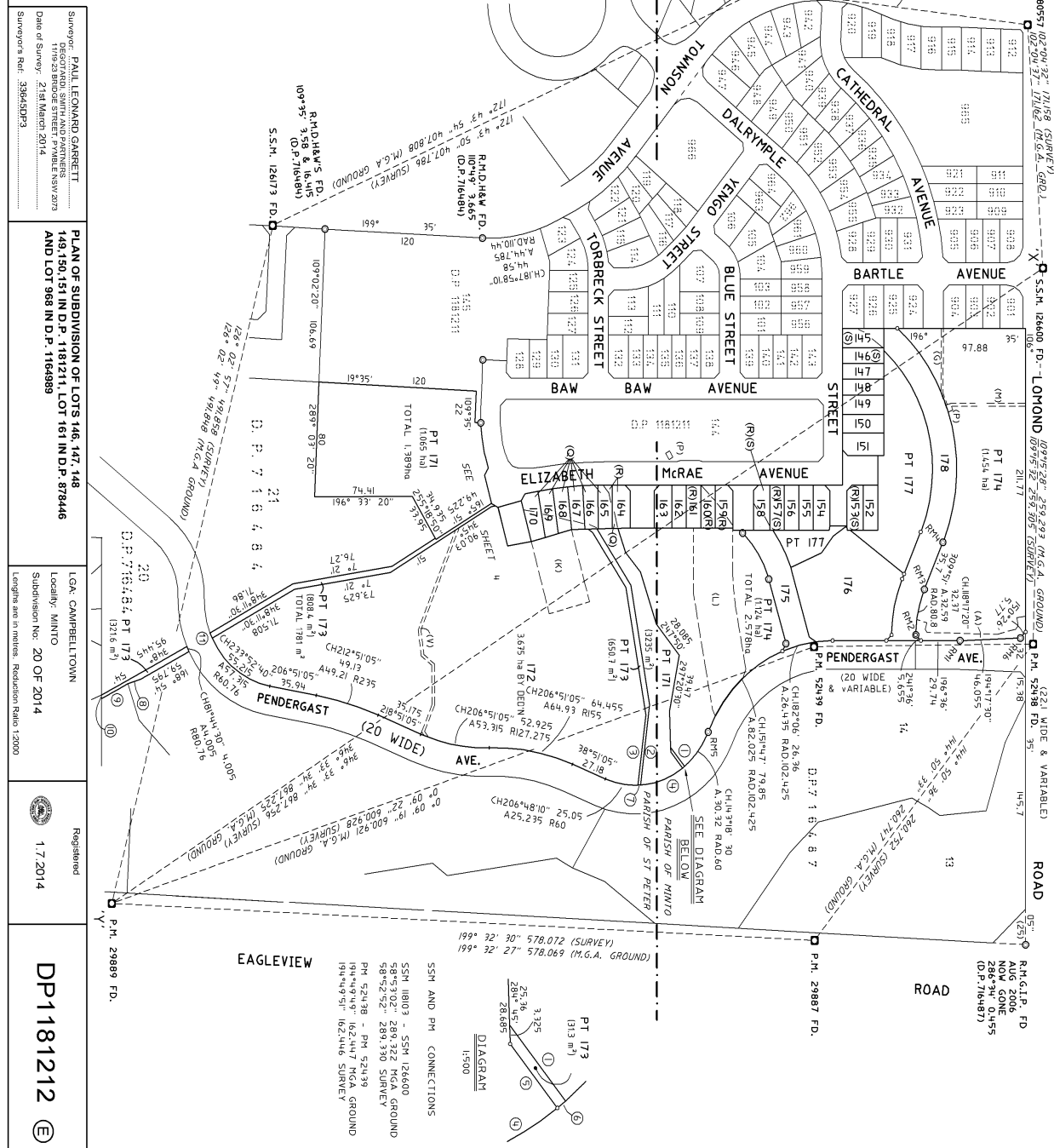
SCHEDULE OF REFERENCE MARKS

MARK	N.S.A.	CO-ORDINATES	ZONE	CLASS	ORDER	ORIGIN
P.M. 29887	301 980.361	6 231 837.750	56	B	2	S.C.I.N.S.
P.M. 29889	301 786.995	6 231 822.938	56	B	2	S.C.I.N.S.
P.M. 52438	301 830.206	6 232 050.944	56	B	2	S.C.I.N.S.
P.M. 52439	301 788.624	6 231 893.898	56	B	2	S.C.I.N.S.
S.S.M. 18073	301 371.693	6 231 986.944	56	C	4	S.C.I.N.S.
S.S.M. 126600	301 585.405	6 232 186.469	56	B	2	S.C.I.N.S.
S.S.M. 18054	301 581.291	6 231 972.255	56	C	4	S.C.I.N.S.
S.S.M. 18055	301 581.291	6 231 972.255	56	C	4	S.C.I.N.S.
S.S.M. 18056	301 418.02	6 232 172.283	56	C	4	S.C.I.N.S.
S.S.M. 18057	301 624.346	6 231 961.706	56	C	4	S.C.I.N.S.
S.S.M. 18058	301 596.469	6 231 890.735	56	C	4	S.C.I.N.S.
S.S.M. 18059	301 624.346	6 231 961.706	56	C	4	S.C.I.N.S.
S.S.M. 18060	301 624.346	6 231 961.706	56	C	4	S.C.I.N.S.
S.S.M. 18061	301 624.346	6 231 961.706	56	C	4	S.C.I.N.S.
S.S.M. 18062	301 624.346	6 231 961.706	56	C	4	S.C.I.N.S.
S.S.M. 18063	301 624.346	6 231 961.706	56	C	4	S.C.I.N.S.
S.S.M. 18064	301 624.346	6 231 961.706	56	C	4	S.C.I.N.S.
S.S.M. 18065	301 624.346	6 231 961.706	56	C	4	S.C.I.N.S.
S.S.M. 18066	301 624.346	6 231 961.706	56	C	4	S.C.I.N.S.
S.S.M. 18067	301 624.346	6 231 961.706	56	C	4	S.C.I.N.S.
S.S.M. 18068	301 624.346	6 231 961.706	56	C	4	S.C.I.N.S.
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S.S.M. 18070	301 624.346	6 231 961.706	56	C	4	S.C.I.N.S.
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S.S.M. 18072	301 624.346	6 231 961.706	56	C	4	S.C.I.N.S.
S.S.M. 18073	301 624.346	6 231 961.706	56	C	4	S.C.I.N.S.
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S.S.M. 18092	301 624.346	6 231 961.706	56	C	4	S.C.I.N.S.
S.S.M. 18093	301 624.346	6 231 961.706	56	C	4	S.C.I.N.S.
S.S.M. 18094	301 624.346	6 231 961.706	56	C	4	S.C.I.N.S.
S.S.M. 18095	301 624.346	6 231 961.706	56	C	4	S.C.I.N.S.
S.S.M. 18096	301 624.346	6 231 961.706	56	C	4	S.C.I.N.S.
S.S.M. 18097	301 624.346	6 231 961.706	56	C	4	S.C.I.N.S.
S.S.M. 18098	301 624.346	6 231 961.706	56	C	4	S.C.I.N.S.
S.S.M. 18099	301 624.346	6 231 961.706	56	C	4	S.C.I.N.S.
S.S.M. 18100	301 624.346	6 231 961.706	56	C	4	S.C.I.N.S.

SURVEYING AND SPATIAL INFORMATION
 REGULATION 2012 CLAUSE 6(2) & 35(1)(b)

DATE: 15 MAY 2014

SOURCE: DEPARTMENT OF LANDS
 COMBINED SCALE FACTOR 1.000069



Surveyor: PAUL LEONARD GARRETT
 DEPARTMENT OF LANDS AND PATENT OFFICE
 Date of Survey: 21st March 2014
 Surveyor's Ref.: 338453D3

PLAN OF SUBDIVISION OF LOTS 146, 147, 148
 149, 150, 151 IN D.P. 1181211, LOT 161 IN D.P. 878446
 AND LOT 968 IN D.P. 1164989

LGA: CAMPBELLTOWN
 Locality: MANTO
 Subdivision No: 20 OF 2014

Registered
 1.7.2014

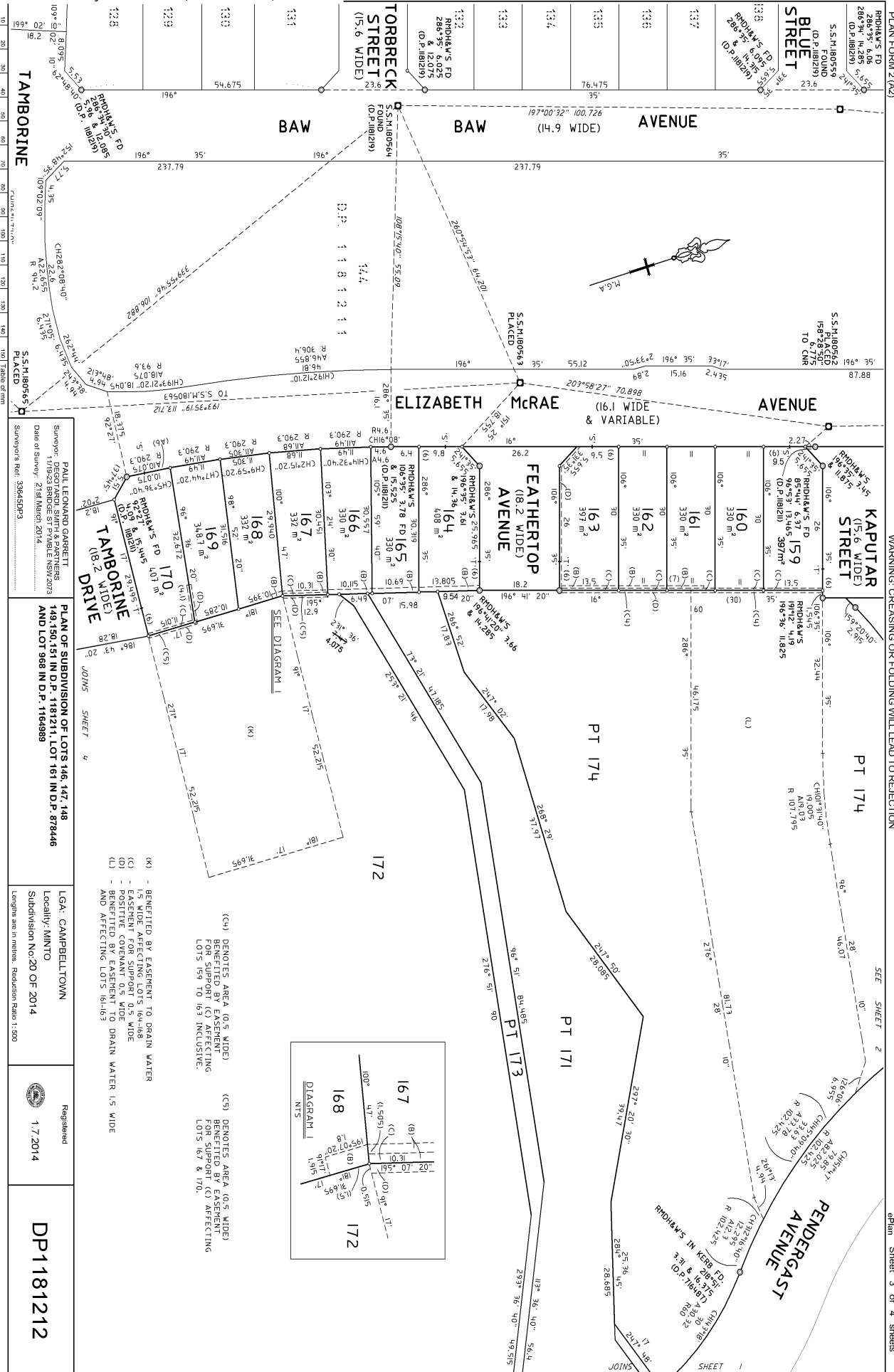
DP1181212

PLAN FORM 2 (A2)

DP1181212

WARNING - CREASING OR FOLDING WILL LEAD TO REJECTION

Open Sheet 3 of 4 sheets



PAUL LEONARDO GARRETT
 SURVEYOR
 118923 BRIDGE ST PYRALIE NSW 2073
 Date of Survey: 21st March 2014
 Surveyor's Ref: 33645DP3

PLAN OF SUBDIVISION OF LOTS 146, 147 & 148
 146, 150, 151 IN D.P. 1181211, LOT 161 IN D.P. 878446
 AND LOT 988 IN D.P. 1164889

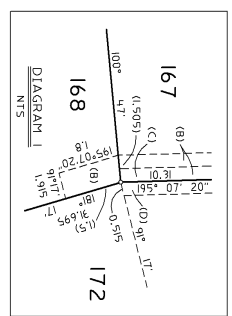
LGA: CAMPBELLTOWN
 Locality: MINTO
 Subdivision No. 20 OF 2014

Registered
 1.7.2014
 DP1181212

(K) - BENEFITED BY EASEMENT TO DRAIN WATER
 1/5 WIDE AFFECTING LOTS 164-168
 (C) - POSITIVE COVENANT WIDE
 (D) - POSITIVE COVENANT WIDE
 (L) - BENEFITED BY EASEMENT TO DRAIN WATER 1/5 WIDE
 AND AFFECTING LOTS 161-163

(C4) DENOTES AREA (0.5 WIDE)
 BENEFITED BY EASEMENT
 FOR SUPPORT (C) AFFECTING
 LOTS 159 TO 163 INCLUSIVE.

(C5) DENOTES AREA (0.5 WIDE)
 BENEFITED BY EASEMENT
 FOR SUPPORT (C) AFFECTING
 LOTS 167 & 170.

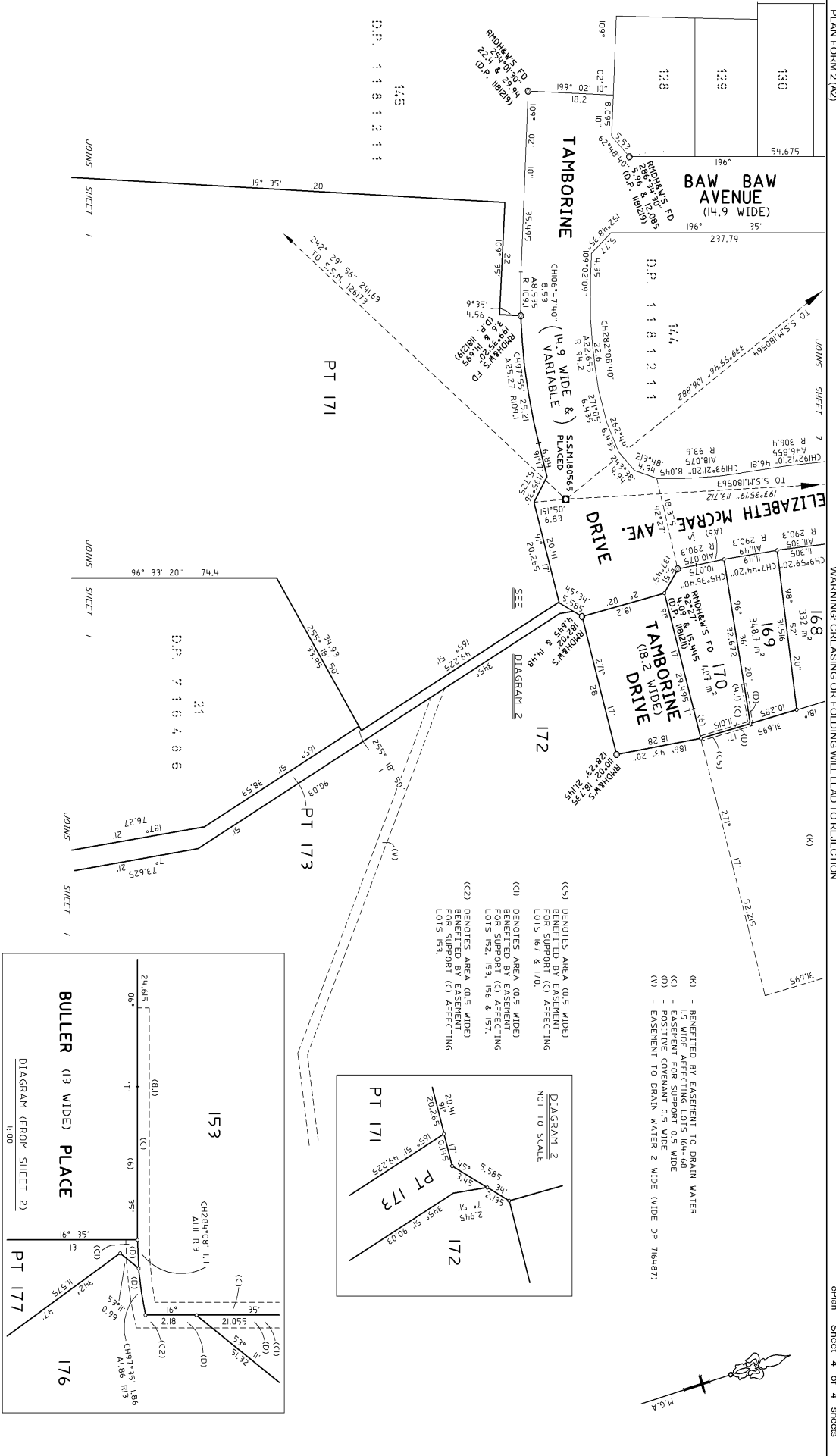


PLAN FORM 2 (A2)

DP1181212

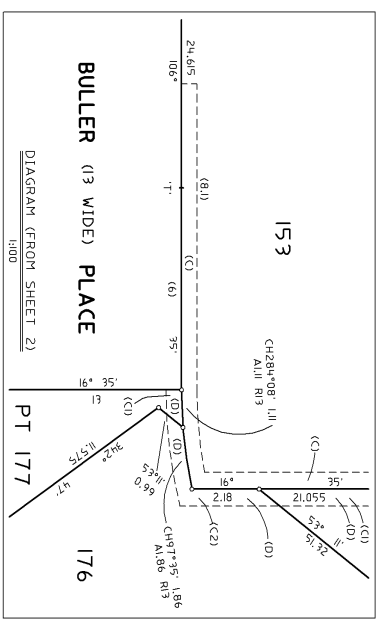
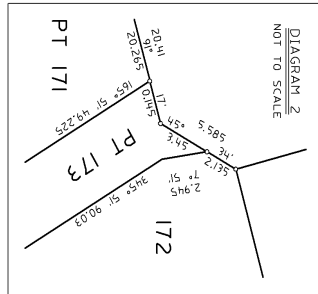
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ephan Sheet 4 of 4 sheets



- (K) - BENEFITED BY EASEMENT TO DRAIN WATER
- (L) - 1.5 WIDE AFFECTING LOTS 168-169
- (M) - 1.5 WIDE AFFECTING LOTS 168-170
- (N) - POSITIVE COVENANT 0.5 WIDE
- (O) - POSITIVE COVENANT 0.5 WIDE
- (P) - EASEMENT TO DRAIN WATER 2 WIDE (WIDE DP 716487)

- (CS) DENOTES AREA (0.5 WIDE) BENEFITED BY EASEMENT FOR SUPPORT (C) AFFECTING LOTS 167 & 170.
- (C1) DENOTES AREA (0.5 WIDE) BENEFITED BY EASEMENT FOR SUPPORT (C) AFFECTING LOTS 152, 153, 156 & 157.
- (C2) DENOTES AREA (0.5 WIDE) BENEFITED BY EASEMENT FOR SUPPORT (C) AFFECTING LOTS 153.



PAUL LEONARD GARRETT
 Surveyor
 117923 BRIDGE ST PYRAMBLE NSW 2073
 Date of Survey: 21st March 2014
 Surveyor's Ref: 3364DDP3

PLAN OF SUBDIVISION OF LOTS 146, 147, 148
 148, 150, 151 IN D.P. 1181212, LOT 161 IN D.P. 878446
 AND LOT 988 IN D.P. 1164889

LGA: CAMPBELLTOWN
 Locality: MINTO
 Subdivision No. 20 OF 2014

Registered
 1.7.2014

DP1181212

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Table of mm

PLAN FORM 6 (2012)

Warning: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheets											
<p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered: 1.7.2014</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p style="text-align: right; font-size: small;">Office Use Only</p> <h1 style="text-align: center;">DP 1181212</h1>												
<p>PLAN OF SUBDIVISION OF LOTS 146, 147, 148, 149, 150, 151, IN D.P. 1181211 AND LOT 161 IN D.P. 878446 AND LOT 968 IN DP 1164989</p>	<p>LGA: CAMPBELLTOWN</p> <p>Locality: MINTO</p> <p>Parish: ST PETER AND MINTO</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 style="text-align: center;">PAUL LEONARD GARRETT</p> <p>I, DEGOTARDI, SMITH AND PARTNERS of 11/19-23 BRIDGE STREET, PYMBLE NSW 2073 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on.....</i></p> <p><i>*(b) The part of the land shown in the plan (*being/*excluding A..... LOTS 145 - 170 INCL.....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, 21/03/14..... the part not surveyed was compiled in accordance with that Regulation.</i></p> <p><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</i></p> <p style="text-align: right;">Signature: Dated: 28th MARCH, 2014</p> <p>Surveyor ID: 1092</p> <p>Datum Line: 'X' - 'Y'</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>JAMES BALDWIN</u>.....</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: Campbelltown City Council</p> <p>Date of endorsement: 30 April 2014</p> <p>Subdivision Certificate number: 20 of 2014</p> <p>File number: 430/2011/DA-5/B</p> <p><small>*Strike through if inapplicable.</small></p>	<p style="text-align: center;">Plans used in the preparation of survey / compilation</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">D.P. 716484</td> <td style="width: 50%;">D.P. 1034916</td> </tr> <tr> <td>D.P. 716487</td> <td>D.P. 1103798</td> </tr> <tr> <td>D.P. 878446</td> <td>D.P. 1103800</td> </tr> <tr> <td></td> <td>D.P. 1164989</td> </tr> <tr> <td></td> <td>D.P. 1181219</td> </tr> <tr> <td></td> <td>D.P. 1181211</td> </tr> </table> <p style="text-align: center; font-size: small;">If space is insufficient continue on PLAN FORM 6A</p>	D.P. 716484	D.P. 1034916	D.P. 716487	D.P. 1103798	D.P. 878446	D.P. 1103800		D.P. 1164989		D.P. 1181219		D.P. 1181211
D.P. 716484	D.P. 1034916												
D.P. 716487	D.P. 1103798												
D.P. 878446	D.P. 1103800												
	D.P. 1164989												
	D.P. 1181219												
	D.P. 1181211												
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE PART OF DALRYMPLE STREET PART OF KAPUTAR STREET, PART OF ELIZABETH McRAE AVENUE, PART OF FEATHERTOP AVENUE AND PART OF TAMBORINE DRIVE TO THE PUBLIC AS ROAD. ALSO INTENDED TO DEDICATE PART OF BULLER PLACE TO THE PUBLIC AS ROAD.</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>												
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 33645DP3</p>												



PLAN FORM 6A (2012)

Warning: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheets

Registered:  1.7.2014 PLAN OF SUBDIVISION OF LOTS 146, 147, 148, 149, 150, 151, IN D.P. 1181211 AND LOT 161 IN D.P. 878446 AND LOT 968 IN DP 1164989 Subdivision Certificate number: <u>20 of 2014</u> Date of endorsement: <u>30 April 2014</u>	Office Use Only <h1 style="font-size: 2em;">DP 1181212</h1> This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 IT IS INTENDED TO CREATE: <ol style="list-style-type: none"> 1) EASEMENT TO DRAIN WATER 1.5 WIDE (B) 2) EASEMENT FOR SUPPORT 0.5 WIDE (C) 3) POSITIVE COVENANT (D) 0.5 WIDE 4) RESTRICTION ON THE USE OF LAND (88B) 5) RESTRICTION ON THE USE OF LAND (88B) 6) RESTRICTION ON THE USE OF LAND (88B) 7) RESTRICTION ON THE USE OF LAND (88B) <div style="text-align: right; margin-top: 20px;"> Signed by me LISA MARIGLIANO as delegate of the New South Wales Land and Housing Corporation and I hereby certify that I have no notice of revocation of such delegation.  </div>	
If space is insufficient use additional annexure sheet	
Surveyor's Reference: 33645DP3	


PLAN FORM 6A (2012)

Warning: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheets

Registered:  1.7.2014 PLAN OF SUBDIVISION OF LOTS 146, 147, 148, 149, 150, 151, IN D.P. 1181211 AND LOT 161 IN D.P. 878446 AND LOT 52 IN D.P. 1103798 AND LOT 968 IN DP 1164989	Office Use Only <h1 style="margin: 0;">DP 1181212</h1> Office Use Only This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number: <u>20 of 2014</u> Date of endorsement: <u>30 April 2014</u>	

SCHEDULE OF STREET ADDRESSES							
LOT No.	STREET No.	STREET	LOCALITY	LOT No.	STREET No.	STREET	LOCALITY
145	23	DALRYMPLE STREET	MINTO	158	44	ELIZABETH McRAE AVE.	MINTO
146	25	DALRYMPLE STREET	MINTO	159	42	ELIZABETH McRAE AVE.	MINTO
147	27	DALRYMPLE STREET	MINTO	160	40	ELIZABETH McRAE AVE.	MINTO
148	29	DALRYMPLE STREET	MINTO	161	38	ELIZABETH McRAE AVE.	MINTO
149	31	DALRYMPLE STREET	MINTO	162	36	ELIZABETH McRAE AVE.	MINTO
150	33	DALRYMPLE STREET	MINTO	163	34	ELIZABETH McRAE AVE.	MINTO
151	35	DALRYMPLE STREET	MINTO	164	32	ELIZABETH McRAE AVE.	MINTO
152	56	ELIZABETH McRAE AVE.	MINTO	165	30	ELIZABETH McRAE AVE.	MINTO
153	54	ELIZABETH McRAE AVE.	MINTO	166	28	ELIZABETH McRAE AVE.	MINTO
154	52	ELIZABETH McRAE AVE.	MINTO	167	26	ELIZABETH McRAE AVE.	MINTO
155	50	ELIZABETH McRAE AVE.	MINTO	168	24	ELIZABETH McRAE AVE.	MINTO
156	48	ELIZABETH McRAE AVE.	MINTO	169	22	ELIZABETH McRAE AVE.	MINTO
157	46	ELIZABETH McRAE AVE.	MINTO	170	14	TAMBORINE DRIVE	MINTO

LOT 171 - No ADDRESS
 LOT 172 - No ADDRESS
 LOT 173 - No ADDRESS
 LOT 174 - No ADDRESS
 LOT 175 - No ADDRESS
 LOT 176 - No ADDRESS
 LOT 177 - No ADDRESS

If space is insufficient use additional annexure sheet

Surveyor's Reference: 33645DP3

PLAN FORM 2(A2)

DP1164989

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Plan Sheet 1 of 4 sheets

SCHEDULE OF SHORT AND CURVED LINES

N ₆	BEARING	DISTANCE	ARC	RADIUS
1.	162°47'	14.755		
2.	124°46'30"	14.755		
3.	117°05'	25.54		
4.	89°24'	31.85		
5.	49°22'	6.04		
6.	24°48'	17		
7.	206°28'	7.83		
8.	293°17'	7.485		
9.	313°59'	0.94		
10.	322°29'	11.55		
11.	311°03'	7.56		
12.	314°02'	4.02		
13.	314°02'	8.39		
14.	216°04'00"	30.52		
15.	216°04'00"	30.52		
16.	169°05'	75.52		
17.	188°16'00"	39.785		
18.	131°02'20"	12.67		
19.	106°35'	16.73		
20.	146°35'	26.40		
21.	151°36'	5.655		
22.	163°35'30"	40.955		
23.	153°12'30"	47.315		
24.	153°12'30"	48.275		
				69.63

SCHEDULE OF REFERENCE MARKS

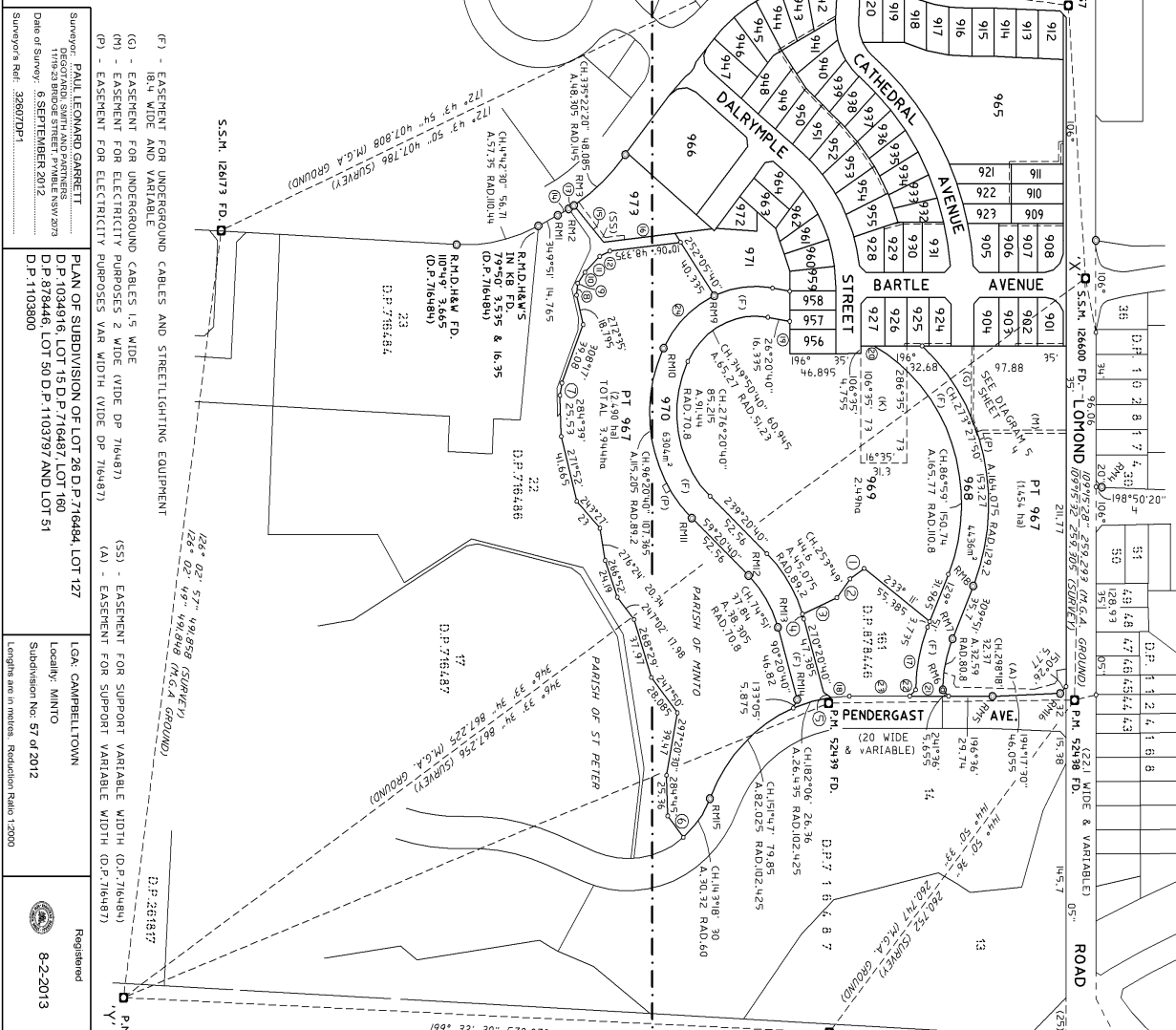
- RM1 - R.M.D.H&W IN KB FD. 79°51' 3.67 (O.P.716484)
- RM2 - R.M.D.H&W IN KB FD. 66°49' 3.73 & 6.76 (O.P.716484)
- RM3 - R.M.D.H&W IN KB FD. 66°49' 3.675 & 16.665 (O.P.716484)
- RM4 - R.M.D.H&W IN KB FD. 286°32' 5.41 (O.P.716487)
- RM5 - R.M.D.H&W IN KB FD. 169°20'00" 3.57 & 14.875 (O.P.716487)
- RM6 - R.M.D.H&W IN KB FD. 16°36'00" 3.56 & 14.845 (O.P.716487)
- RM7 - R.M.D.H&W IN KB FD. 39°51'00" 3.565 & 14.77 (O.P.716487)
- RM8 - R.M.D.H&W IN KB FD. 39°51'00" 3.785 & 14.85 (O.P.716487)
- RM9 - R.M.D.H&W IN KB FD. 252°06' 3.73 (O.P.716487)
- RM10 - R.M.D.H&W IN KB FD. 222°20'00" 3.65 & 14.88 (O.P.716487)
- RM11 - R.M.D.H&W IN KB FD. 149°20'00" 3.65 & 14.88 (O.P.716487)
- RM12 - R.M.D.H&W IN KB FD. 169°20'00" 3.57 & 14.875 (O.P.716487)
- RM13 - R.M.D.H&W IN KB FD. 182°06'00" 3.595 & 14.875 (O.P.716487)
- RM14 - R.M.D.H&W IN KB FD. 182°06'00" 3.595 & 14.875 (O.P.716487)
- RM15 - R.M.D.H&W IN KB FD. 284°17'30" 3.31 & 16.375 (O.P.716487)
- RM16 - R.M.D.H&W IN KB FD. 284°17'30" 3.595 (O.P.716487)

SURVEYING REGULATION 2006 CLAUSE 6(12)

MARK	N.G.A. CO-ORDINATES	ZONE	CLASS	ORDER	ORIGIN
P.M. 29887	301 980.361	6 231 837.750	56	B	2
P.M. 29889	301 786.995	6 231 282.938	56	B	2
P.M. 52438	301 830.206	6 232 050.944	56	B	2
P.M. 52439	301 788.624	6 231 893.898	56	B	2
S.S.M. 18103	301 337.693	6 231 986.944	56	C	4
S.S.M. 12600	301 595.405	6 232 186.466	56	B	2
S.S.M. 180554	301 475.000	6 231 981.275	56	C	N/A
S.S.M. 180555	301 541.043	6 231 907.834	56	C	N/A
S.S.M. 180556	301 395.891	6 232 028.844	56	C	N/A
S.S.M. 180557	301 418.028	6 232 172.290	56	C	N/A

SOURCE : DEPARTMENT OF LANDS DATE: 17 SEPT 2012
 COMBINED SCALE FACTOR 1.000069

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150



PLAN OF SUBDIVISION OF LOT 26 D.P. 716484, LOT 127
 D.P. 1034916, LOT 15 D.P. 716487, LOT 160
 D.P. 878446, LOT 50 D.P. 110397 AND LOT 51
 D.P. 1103900

LOCALITY: HINTO
 SUBDIVISION NO: 57 OF 2012

REGISTERED
 8-2-2013

DP 1164989

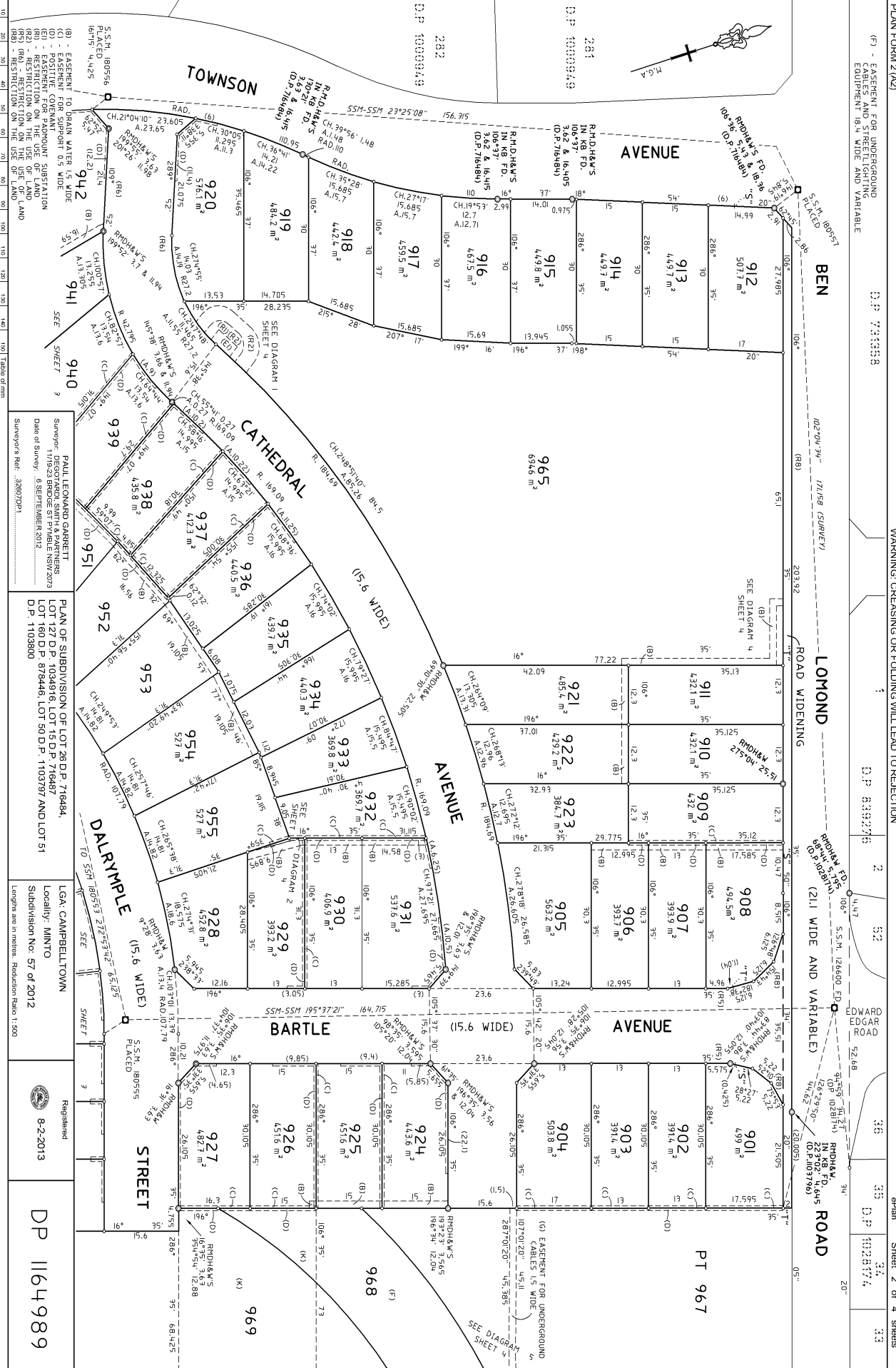
PLAN SHEET 1 OF 4 SHEETS

PLAN FORM 2 (A2)

DP1164989

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 2 of 4 sheets



PAUL LEONARD GARRETT
 SURVEYOR
 117923 BRODIE ST PRIVATE NSW 2073
 DATE OF SURVEY: 9 SEPTEMBER 2012
 SURVEYOR'S REF: 3289291

PLAN OF SUBDIVISION OF LOT 26 DP 718484,
 LOT 27 DP 1024976, LOT 15 DP 718484
 DP 1164989, LOT 50 DP 1103787 AND LOT 51
 D.P. 1103800

LGA: CAMPBELLTOWN
 LOCALITY: MINTO
 SUBDIVISION NO. 57 OF 2012

Registered
 8-2-2013

DP 1164989

Table of mm

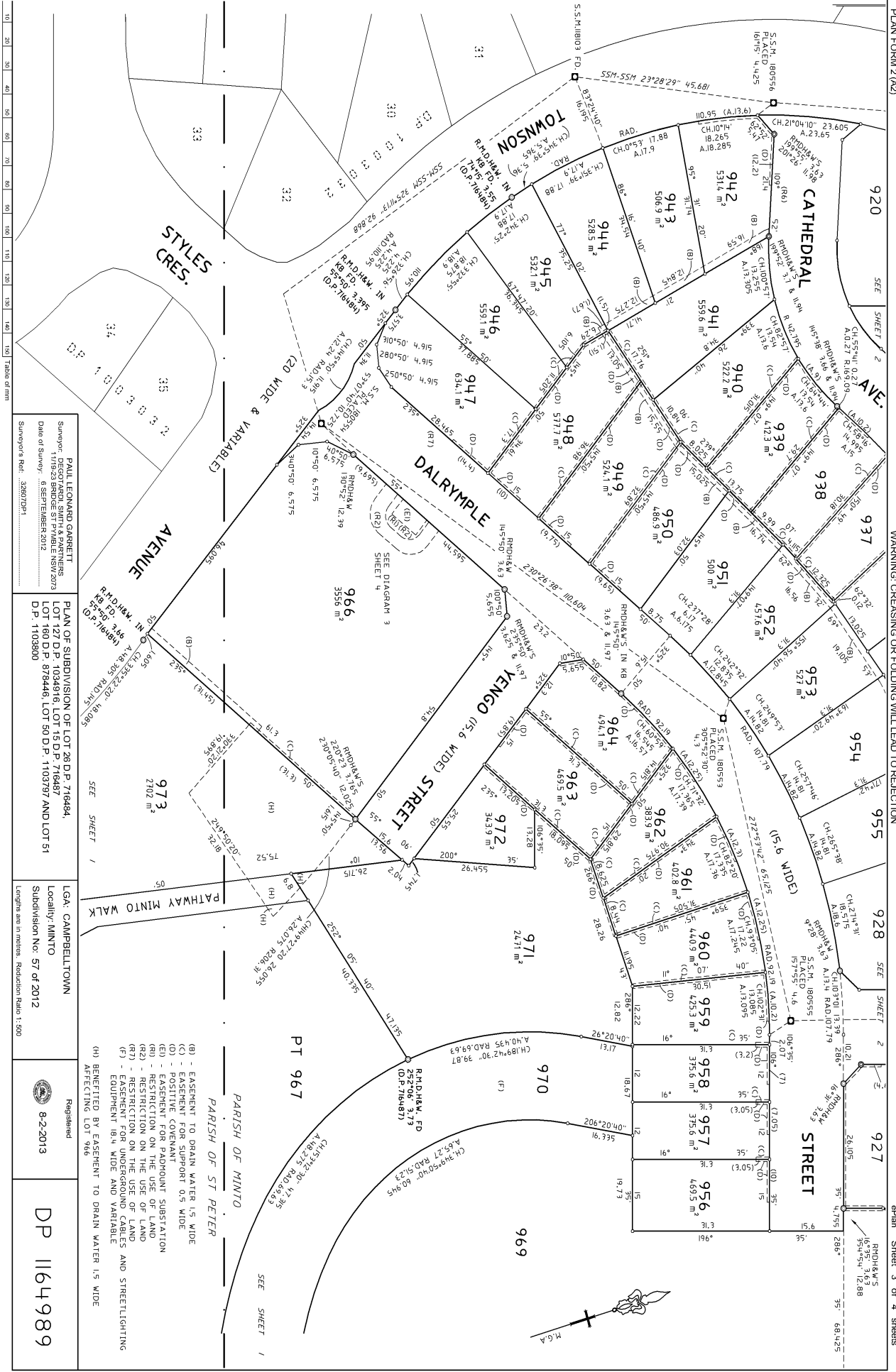
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PAUL LEONARD GARRETT
 SURVEYOR
 1179423 BRIDGE ST PAVILE NSW 2073
 Date of Survey: 09 SEPTEMBER 2012
 Surveyor's Ref: 33802791

PLAN OF SUBDIVISION OF LOT 26 DP 716484,
 LOT 27 DP 1024976, LOT 15 DP 716487
 DP 1164989, LOT 50 DP 1103787 AND LOT 51
 DP 1103800

LG# CAMPBELLTOWN
 Locality: MINTO
 Subdivision No: 57 of 2012

Registered
 8-2-2013
 DP 1164989

(B) - EASEMENT TO DRAIN WATER 1.5 WIDE
 (C) - EASEMENT FOR SUPPORT 0.5 WIDE
 (D) - POSITIVE COVENANT
 (E) - EASEMENT FOR PADMOUNT SUBSTATION
 (R1) - RESTRICTION ON THE USE OF LAND
 (R2) - RESTRICTION ON THE USE OF LAND
 (R7) - RESTRICTION ON THE USE OF LAND
 (F) - EASEMENT FOR UNDERGROUND CABLES AND STREETLIGHTING EQUIPMENT 0.5 WIDE AND VARIABLE
 (H) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE AFFECTING LOT 966

SEE DIAGRAM 3
 SEE DIAGRAM 4
 SEE SHEET 1
 SEE SHEET 2
 SEE SHEET 3
 SEE SHEET 4

PARISH OF ST PETER
 AFFECTING LOT 966

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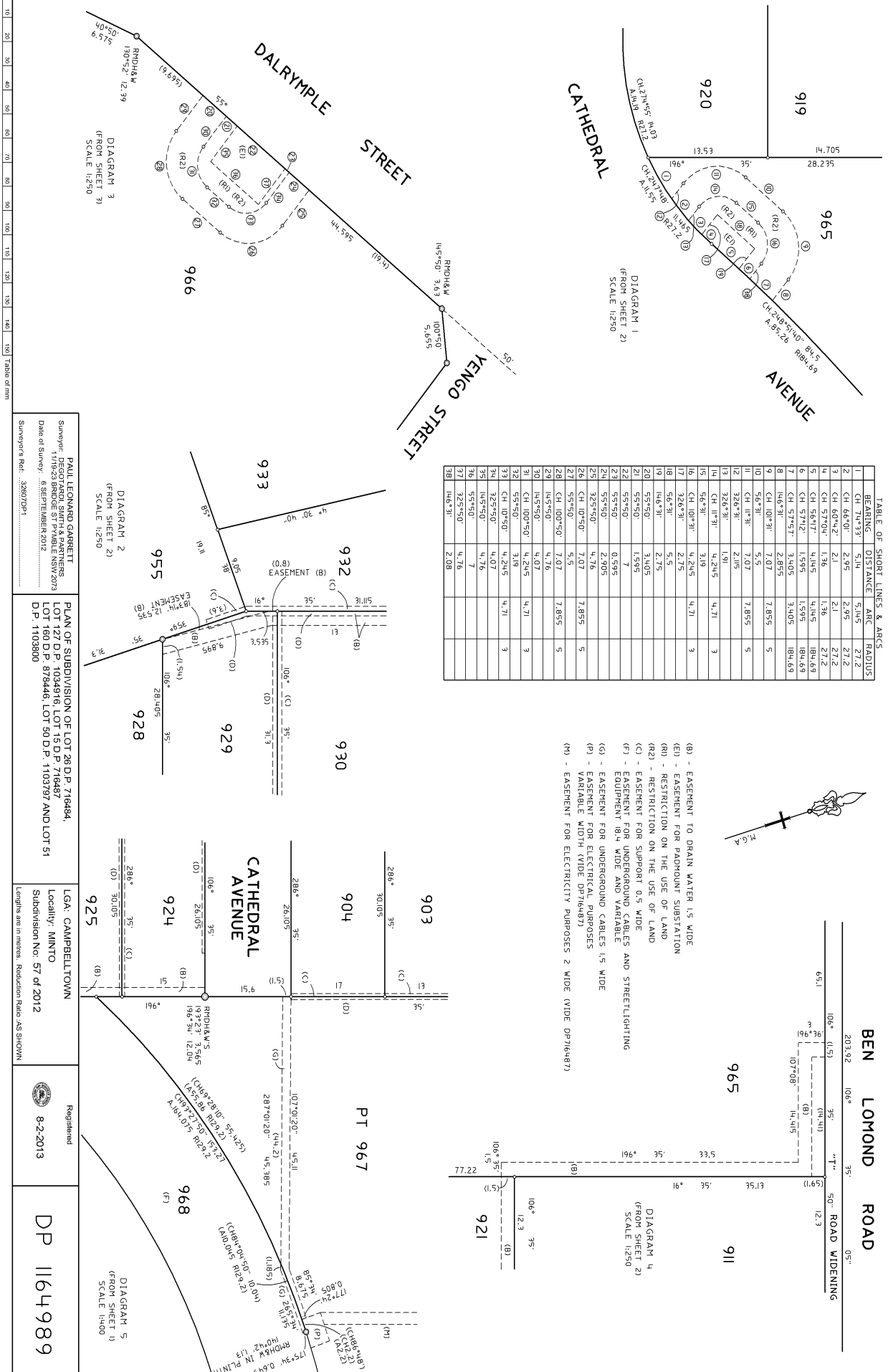


TABLE OF SHORT LINES & ARCS

BEARING	DISTANCE	ARC	RADIUS
1 CH 74°31'	5.14	5.145	27.2
2 CH 66°03'	2.95	2.95	27.2
3 CH 60°42'	2.1	2.1	27.2
4 CH 57°04'	1.36	1.36	27.2
5 CH 56°17'	1.145	1.145	184.69
6 CH 57°12'	1.595	1.595	184.69
7 CH 57°57'	3.405	3.405	184.69
8 CH 63°31'	2.855	2.855	184.69
9 CH 100°31'	7.07	7.895	5
10 CH 11°31'	5.5	5.5	5
11 CH 11°31'	7.07	7.895	5
12 CH 11°31'	2.115	2.115	5
13 CH 11°31'	1.91	1.91	3
14 CH 11°31'	4.245	4.71	3
15 CH 11°31'	3.19	4.71	3
16 CH 100°31'	4.245	4.71	3
17 CH 32°31'	2.75	2.75	3
18 CH 56°31'	5.5	5.5	3
19 CH 146°31'	2.75	2.75	3
20 CH 55°50'	3.405	3.405	3
21 CH 55°50'	1.595	1.595	3
22 CH 55°50'	6.985	6.985	3
23 CH 55°50'	4.71	4.71	3
24 CH 100°50'	7.07	7.895	5
25 CH 100°50'	5.5	5.5	5
26 CH 100°50'	7.07	7.895	5
27 CH 100°50'	4.71	4.71	5
28 CH 100°50'	7.07	7.895	5
29 CH 100°50'	4.71	4.71	5
30 CH 100°50'	4.71	4.71	3
31 CH 100°50'	3.19	3.19	3
32 CH 100°50'	4.245	4.71	3
33 CH 100°50'	4.71	4.71	3
34 CH 100°50'	4.71	4.71	3
35 CH 100°50'	4.71	4.71	3
36 CH 100°50'	4.71	4.71	3
37 CH 100°50'	2.08	2.08	3
38 CH 100°50'	2.08	2.08	3

- (B) - EASEMENT TO DRAIN WATER 1.5 WIDE
- (E) - EASEMENT FOR PADPOUT SUBSTATION
- (R) - RESTRICTION ON THE USE OF LAND
- (R2) - RESTRICTION ON THE USE OF LAND
- (C) - EASEMENT FOR SUPPLY 0.5 WIDE
- (F) - EASEMENT FOR UNDERGROUND CABLES AND STREETLIGHTING
- (P) - EASEMENT FOR UNDERGROUND CABLES AND STREETLIGHTING
- (M) - EASEMENT FOR UNDERGROUND CABLES AND STREETLIGHTING
- (V) - EASEMENT FOR UNDERGROUND CABLES AND STREETLIGHTING
- (W) - EASEMENT FOR UNDERGROUND CABLES AND STREETLIGHTING

PAUL LEONARD GARRETT
 Surveyor
 11/19/23 BRODIE ST PYRMONT NSW 2073
 Date of Survey: 8 SEPTEMBER 2012
 Surveyor's Ref: 32802791

**PLAN OF SUBDIVISION OF LOT 26 D.P. 718484,
 LOT 27 D.P. 1024976, LOT 15 D.P. 718487
 LOT 16 D.P. 578446, LOT 50 D.P. 1103787 AND LOT 51
 D.P. 1103880**

LGA: CAMPBELLTOWN
 Locality: MINTO
 Subdivision No. 57 of 2012

Registered
 8-2-2013

DP 1164989

Table of mm

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PLAN FORM 6

Warning: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheets																				
<p>SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land or positive covenants.</p> <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> 1) EASEMENT TO DRAIN WATER 1.5 WIDE (B) 2) EASEMENT FOR SUPPORT 0.5 WIDE (C) 3) POSITIVE COVENANT (D) 4) EASEMENT FOR PADMOUNT SUBSTATION (E1) 5) RESTRICTION ON THE USE OF LAND (R1) 6) RESTRICTION ON THE USE OF LAND (R2) 7) RESTRICTION ON THE USE OF LAND (R3) 8) RESTRICTION ON THE USE OF LAND (R4) 9) RESTRICTION ON THE USE OF LAND (R5), (R6) & (R7) 10) RESTRICTION ON THE USE OF LAND (R8) 11) RESTRICTION ON THE USE OF LAND 12) EASEMENT FOR UNDERGROUND CABLES AND STREETLIGHTING EQUIPMENT 18.4 WIDE AND VARIABLE (F) 13) EASEMENT FOR UNDERGROUND CABLES 1.5 WIDE (G) <p>IT IS INTENDED TO RELEASE:</p> <ol style="list-style-type: none"> 1) EASEMENT TO DRAIN WATER 1.5 WIDE (VIDE D.P 716487) 2) EASEMENT TO DRAIN WATER 2 WIDE (VIDE D.P 716487) 3) EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE (VIDE D.P 716484) <p>IT IS INTENDED TO DEDICATE CATHEDRAL AVENUE, BARTLE AVENUE, DALRYMPLE STREET, YENGO STREET, THE AREA DENOTED ROAD WIDENING ALONG BEN LOMOND ROAD AND SPLAY CORNERS TO THE PUBLIC AS ROAD.</p> <p><i>(if space is insufficient use PLAN FORM 6A annexure sheet)</i></p>	<p style="text-align: right;"><i>(Office Use Only)</i></p> <p style="font-size: 24pt; text-align: center;">DP 1164989</p> <hr/> <p>Registered: 8-2-2013 <i>(Office Use Only)</i></p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p> <hr/> <p>PLAN OF SUBDIVISION OF LOT 26 D.P. 716484, LOT 127 D.P. 1034916, LOT 15 D.P. 716487, LOT 160 D.P. 878446, LOT 50 D.P. 1103797 AND LOT 51 D.P. 1103800</p> <hr/> <p>LGA: CAMPBELLTOWN Locality: MINTO Parish: ST PETER AND MINTO County: CUMBERLAND</p> <hr/> <p style="text-align: center;">Survey Certificate</p> <p>I, PAUL LEONARD GARRETT DEGOTARDI, SMITH AND PARTNERS of 11/19-23 BRIDGE STREET, PYMBLE NSW 2073 a surveyor registered under the <i>Surveying and Spatial Information Act, 2002</i>, certify that the survey represented in this plan is accurate, has been made in accordance with the <i>Surveying and Spatial Information Regulation, 2006</i> and was completed on: 6-09-2012</p> <p>The survey relates to LOTS 901 TO 973 INCLUSIVE AND EASEMENTS <i>(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)</i></p> <p style="text-align: right;"> Paul Garrett Dated: 14/09/12 Surveyor registered under the <i>Surveying and Spatial Information Act, 2002</i></p> <p>Datum Line : 'X' - 'Y' Type: Urban / Rural</p> <hr/> <p style="text-align: center;">Plans used in the preparation of survey / compilation</p> <table style="width: 100%; border: none;"> <tr> <td>D.P. 716484</td> <td>D.P. 1003032</td> <td>D.P. 1103800</td> </tr> <tr> <td>D.P. 716486</td> <td>D.P. 1012642</td> <td>D.P. 1124168</td> </tr> <tr> <td>D.P. 716487</td> <td>D.P. 1028174</td> <td></td> </tr> <tr> <td>D.P. 731358</td> <td>D.P. 1034916</td> <td></td> </tr> <tr> <td>D.P. 839276</td> <td>D.P. 1103796</td> <td></td> </tr> <tr> <td>D.P. 878446</td> <td>D.P. 1103797</td> <td></td> </tr> <tr> <td>D.P. 1000949</td> <td>D.P. 1103798</td> <td></td> </tr> </table> <p style="text-align: center;"><i>(if space is insufficient use PLAN FORM 6A annexure sheet)</i></p> <hr/> <p>Surveyor's Reference: 32607DP1</p>	D.P. 716484	D.P. 1003032	D.P. 1103800	D.P. 716486	D.P. 1012642	D.P. 1124168	D.P. 716487	D.P. 1028174		D.P. 731358	D.P. 1034916		D.P. 839276	D.P. 1103796		D.P. 878446	D.P. 1103797		D.P. 1000949	D.P. 1103798	
D.P. 716484	D.P. 1003032	D.P. 1103800																				
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D.P. 1000949	D.P. 1103798																					
Crown Lands NSW/Western Lands Office Approval																						
<p>Iin approving this plan certify <i>(Authorised Officer)</i> that all necessary approvals in regard to the allocation of the land shown hereon have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>																						
Subdivision Certificate																						
<p>I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed.</p> <p style="text-align: center;">Subdivision <i>(insert 'subdivision' or 'new road')</i></p> <p>.....set out herein</p> <p>* <i>(Authorised Person/General Manager/Authorised Certifier)</i></p> <p>Consent Authority Campbelltown City Council</p> <p>Date of Endorsement 4 Dec. 2012</p> <p>Accreditation No.</p> <p>Subdivision Certificate No. 57 of 2012</p> <p>File No. 2672/2010</p> <p style="text-align: center;"><i>* Delete whichever is inapplicable</i></p>																						

PLAN FORM 6A

Warning: Creasing or folding will lead to rejection

ePlan

(Annexure Sheet)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheets

**PLAN OF SUBDIVISION OF LOT 26
D.P. 716484, LOT 127 D.P. 1034916,
LOT 15 D.P. 716487, LOT 160 D.P. 878446,
LOT 50 D.P. 1103797 AND LOT 51
D.P. 1103800**

(Office Use Only)

DP 1164989

Registered:



8-2-2013

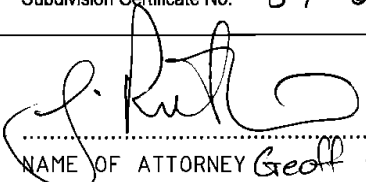
(Office Use Only)

Subdivision Certificate No:

57 of 2012

Date of Endorsement:

4 Dec 2012


NAME OF ATTORNEY *Geoff Riethmuller*
ENDEAVOUR ENERGY
POWER OF ATTORNEY BOOK 4640 No.572

**Signed by me Frances Wilmore as delegate
of the New South Wales Land and Housing
Corporation, and I hereby certify that I
have no notice of revocation of such
delegation.**



Surveyor's Reference: 32607DP

PLAN FORM 6A

Warning: Creasing or folding will lead to rejection

Annexure Sheet

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheets

**PLAN OF SUBDIVISION OF LOT 26
D.P. 716484, LOT 127 D.P. 1034916,
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(Office Use Only)

DP 1164989

(Office Use Only)

Registered:



8-2-2013

Subdivision Certificate No: **57 of 2012**

Date of Endorsement: **4.12.12**

SCHEDULE OF STREET ADDRESSES

LOT No.	STREET No.	STREET	LOCALITY	LOT No.	STREET No.	STREET	LOCALITY
901	1	BARTLE AVENUE	MINTO	934	18	CATHEDRAL AVENUE	MINTO
902	3	BARTLE AVENUE	MINTO	935	16	CATHEDRAL AVENUE	MINTO
903	5	BARTLE AVENUE	MINTO	936	14	CATHEDRAL AVENUE	MINTO
904	7	BARTLE AVENUE	MINTO	937	12	CATHEDRAL AVENUE	MINTO
905	8	BARTLE AVENUE	MINTO	938	10	CATHEDRAL AVENUE	MINTO
906	6	BARTLE AVENUE	MINTO	939	8	CATHEDRAL AVENUE	MINTO
907	4	BARTLE AVENUE	MINTO	940	6	CATHEDRAL AVENUE	MINTO
908	2	BARTLE AVENUE	MINTO	941	4	CATHEDRAL AVENUE	MINTO
909	75	BEN LOMOND ROAD	MINTO	942	134	TOWNSON AVENUE	MINTO
910	77	BEN LOMOND ROAD	MINTO	943	132	TOWNSON AVENUE	MINTO
911	79	BEN LOMOND ROAD	MINTO	944	130	TOWNSON AVENUE	MINTO
912	152	TOWNSON AVE	MINTO	945	128	TOWNSON AVENUE	MINTO
913	150	TOWNSON AVENUE	MINTO	946	126	TOWNSON AVENUE	MINTO
914	148	TOWNSON AVENUE	MINTO	947	124	TOWNSON AVENUE	MINTO
915	146	TOWNSON AVENUE	MINTO	948	3	DALRYMPLE STREET	MINTO
916	144	TOWNSON AVENUE	MINTO	949	5	DALRYMPLE STREET	MINTO
917	142	TOWNSON AVENUE	MINTO	950	7	DALRYMPLE STREET	MINTO
918	140	TOWNSON AVENUE	MINTO	951	9	DALRYMPLE STREET	MINTO
919	138	TOWNSON AVENUE	MINTO	952	11	DALRYMPLE STREET	MINTO
920	136	TOWNSON AVENUE	MINTO	953	13	DALRYMPLE STREET	MINTO
921	5	CATHEDRAL AVENUE	MINTO	954	15	DALRYMPLE STREET	MINTO
922	7	CATHEDRAL AVENUE	MINTO	955	17	DALRYMPLE STREET	MINTO
923	9	CATHEDRAL AVENUE	MINTO	956	18	DALRYMPLE STREET	MINTO
924	9	BARTLE AVENUE	MINTO	957	16	DALRYMPLE STREET	MINTO
925	11	BARTLE AVENUE	MINTO	958	14	DALRYMPLE STREET	MINTO
926	13	BARTLE AVENUE	MINTO	959	12	DALRYMPLE STREET	MINTO
927	15	BARTLE AVENUE	MINTO	960	10	DALRYMPLE STREET	MINTO
928	16	BARTLE AVENUE	MINTO	961	8	DALRYMPLE STREET	MINTO
929	14	BARTLE AVENUE	MINTO	962	6	DALRYMPLE STREET	MINTO
930	12	BARTLE AVENUE	MINTO	963	3	YENGO STREET	MINTO
931	10	BARTLE AVENUE	MINTO	964	1	YENGO STREET	MINTO
932	22	CATHEDRAL AVENUE	MINTO	965	3	CATHEDRAL AVENUE	MINTO
933	20	CATHEDRAL AVENUE	MINTO	966	122	TOWNSON AVENUE	MINTO

Surveyor's Reference: 32607DP

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.

Plan: **DP1181212** (E)

Plan of Subdivision of Lots 146, 147, 148, 149, 150, 151 in D.P.1181211 and Lot 161 in D.P. 878446
AND LOT 968 IN DP 1164989

Full name and address of the owner of the land:

NSW Land & Housing Corporation
 Level 14, 60 Station Street
 PARRAMATTA NSW 2150

(Page 1 of 6)

25.11.2014
 LOTS BENEFITED FOR ITEM 2 AMENDED VIDE 2014-1517 & AJ 21723/24 VIDE 2014-1517

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), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (B)	145 146 147 148 149 150 163 162 161 164 165 166 167 168	146-151 incl. 147-151 incl. 148-151 incl. 149-151 incl. 150, 151 151 162, 161, PT174 (PART DESIGNATED (L)) 161, PT174 (PART DESIGNATED (L)) PT174 (PART DESIGNATED (L)) 165-168 incl, PT 172 (PART DESIGNATED (K)) 166-168 incl, PT 172 (PART DESIGNATED (K)) 167, 168, PT 172 (PART DESIGNATED (K)) 168, PT 172 (PART DESIGNATED (K)) PT 172. (PART DESIGNATED (K))
2	Easement for Support 0.5 wide (C)	149 178 PT177 152 153 156 157 158 159 160 161 162 163 167 170	150 145, 146 146-149 incl. PART OF PT177 DESIGNATED (C1) (C2) PART 176, PT 177, Campbelltown City Council, PART OF PT 177 DESIGNATED (C1) PART OF PT177 DESIGNATED (C1) (C3) PART 175, PT 177 PART OF PT 177 DESIGNATED (C1) PART OF 175 DESIGNATED (C3) PT 174 PART OF PT 174 DESIGNATED (C4) PT 174 PART OF PT 174 DESIGNATED (C4) PT 174 PART OF PT 174 DESIGNATED (C4) PT 174 PART OF PT 174 DESIGNATED (C4) PT 174 PART OF PT 174 DESIGNATED (C4) PT 172 PART OF PT 172 DESIGNATED (C5) 169, PT 172 PART OF 172 DESIGNATED (C5)


 Authorised Person
 Campbelltown City Council

ePlan

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

Plan: **DP1181212**

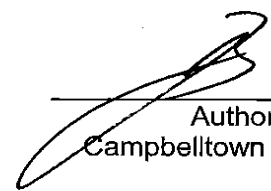
Plan of Subdivision of Lots 146, 147, 148, 149, 150, 151 in D.P.1181211 and Lot 161 in D.P. 878446
AND LOT 968 IN DP 1164989

Full name and address of the owner of the land:

NSW Land & Housing Corporation
 Level 14, 60 Station Street
 PARRAMATTA NSW 2150

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), bodies or Prescribed Authorities:
3	Positive Covenant (D) 0.5 WIDE	145 146 147 148 149 150 PT177 176 154 PART 175 PART PT174 163 172 169	PART OF PT178 DESIGNATED (D1) PART OF PT177 DESIGNATED (D2) AND PT OF 145 DESIGNATED (D1) PART OF PT177 (4667m²) DESIGNATED (D2) PART OF PT177 (4667m²) DESIGNATED (D2) PART OF PT177 (4667m²) DESIGNATED (D2) 149 152, 153, 156, 157 153 Campbelltown City Council 157, 158 159-163 incl. Campbelltown City Council 167, 170 170
4	Restriction on the Use of Land (R3)	161, 163 164, 168	Campbelltown City Council
5	Restriction on the Use of Land (R4)	145-170 incl.	Campbelltown City Council
6	Restriction on the Use of Land (R5)	151, 153, 154, 158, 159, 163, 164, 170	Campbelltown City Council
7	Restriction on the Use of Land (R6)	145-151 incl. 153-170 incl.	Campbelltown City Council


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 Campbelltown City Council

ePlan

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Plan: **DP1181212**

Plan of Subdivision of Lots 146, 147, 148, 149, 150,
151 in D.P.1181211 and Lot 161 in D.P. 878446
AND LOT 968 IN DP 1164989

Full name and address of the owner of
the land:

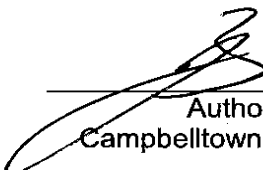
NSW Land & Housing Corporation
Level 14, 60 Station Street
PARRAMATTA NSW 2150

(Page 3 of 6)

Part 2 (Terms)

1. Terms of Easement for Support 0.5 wide (C) secondly referred to in the abovementioned plan

- 1.1 The owner of the lot burdened must not:
 - (a) interfere with the retaining wall or the support it offers, or
 - (b) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the retaining wall.
- 1.2 If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or impairs its effectiveness or fails to do something which results in damage to the retaining wall or the impairment of its effectiveness, the owner of the lot benefited may serve a notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed within 14 days.
- 1.3 If the owner of the lot burdened does not comply with the notice set out in clause 1.2 within 14 days, the owner of the lot benefited may:
 - (a) enter the lot burdened and repair the damage or remove the impairment, and
 - (b) recover its reasonable costs from the owner of the lot burdened.
- 1.4 In exercising those powers, the owner of the lot benefited must:
 - (a) ensure all work is done properly, and
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (d) restore the lot burdened as nearly as is practicable to its former condition, and
 - (e) make good any collateral damage.



Authorised Person
Campbelltown City Council

ePlan

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

Plan: **DP1181212**

Plan of Subdivision of Lots 146, 147, 148, 149, 150,
151 in D.P.1181211 and Lot 161 in D.P. 878446
AND LOT 968 IN DP 1164989

Full name and address of the owner of
the land:

NSW Land & Housing Corporation
Level 14, 60 Station Street
PARRAMATTA NSW 2150

(Page 4 of 6)

Part 2 (Terms)

0.5 WIDE

2. Terms of Positive Covenant (D) thirdly referred to in the abovementioned plan

The owners of the lots burdened covenant with Campbelltown City Council (**Council**) to maintain and repair the retaining wall on the burdened lots in accordance with the following terms and conditions:

- 2.1 Each owner of a lot burdened will, at their cost, maintain and repair and keep the retaining wall maintained and repaired, so that the retaining wall functions in a safe and effective manner as determined by Council.
- 2.2 For the purpose of ensuring compliance with this covenant, Council may by its servants or agents at any reasonable time and upon giving an owner of a burdened lot not less than 2 days' notice (but at any time without notice in the case of an emergency), enter the land and view the state of construction, maintenance or repair of the retaining wall on the burdened lot and any works on the burdened lot.
- 2.3 By written notice Council may require each owner of a burdened lot to attend to any matter or carry out any work within such time as Council may require to ensure the proper and efficient performance of the retaining wall on that owner's burdened lot.

3. Terms of Restriction on the Use of Land (~~23~~) fourthly referred to in the abovementioned plan

No building shall be erected or remain on the land hereby burdened which has a floor level of any part below a height or heights fixed in writing by the Council of the City of Campbelltown (hereinafter called the Council). Application for the issue of these levels are to be directed to the Council, and the levels issued are to be shown on any building application submitted to Council. The Council may also require that no construction above the floor level is undertaken prior to certification by a Registered Surveyor that the constructed floor levels comply with Council's requirements.

4. Terms of Restriction on the Use of Land (~~24~~) fifthly referred to in the abovementioned plan

No excavation or alteration of surface levels in excess of 900mm shall be permitted on the lots burdened unless it is controlled by a laboratory registered with NATA.
No building shall be constructed thereon unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a Laboratory registered with the National Association of Testing Authorities (NATA) and approved by the Council.
The authority empowered to release, vary or modify the above restriction(s) is the Council of the City of Campbelltown. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.



Authorised Person
Campbelltown City Council

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

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Plan of Subdivision of Lots 146, 147, 148, 149, 150, 151 in D.P.1181211 and Lot 161 in D.P. 878446
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Full name and address of the owner of the land:

NSW Land & Housing Corporation
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PARRAMATTA NSW 2150

(Page 5 of 6)

Part 2 (Terms)

5. **Terms of Restriction on the Use of Land (~~19~~) Sixthly referred to in the abovementioned plan**

No vehicular Access will be permitted on to Elizabeth McRae Avenue, Kaputar Street, Feathertop Avenue, and Tamborine Drive from the Lots hereby burdened across the boundaries designated "S" – "T".

6. **Terms of Restriction on the Use of Land (~~19~~) Seventhly referred to in the abovementioned plan**

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

Name of Authority empowered to release, vary or modify Easements and Restrictions firstly, secondly, thirdly, fourthly, fifthly, sixthly, and seventhly referred to in the above mentioned plan, the cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

Campbelltown City Council



Authorised Person
Campbelltown City Council

ePlan

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

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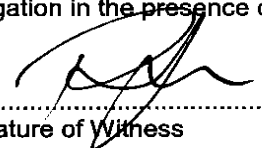
Full name and address of the owner of the land:

NSW Land & Housing Corporation
Level 14, 60 Station Street
PARRAMATTA NSW 2150

(Page 6 of 6)

Signed by me **LISA MARIGLIANO**
as DELEGATE of **NSW Land & Housing Corporation** who hereby declares that he has no notice of the revocation of the delegation in the presence of:

)
)
)
)
)



Signature of Witness



NSW Land & Housing Corporation
By its Delegate

PAUL JONES

Name of Witness

**c/o 60 STATION ST
PARRAMATTA.**

Address of Witness



Authorised Person
Campbelltown City Council

ePlan

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

Plan: **DP1164989**

Plan of Subdivision of Lot 26 D.P.716484, Lot 127 D.P.1034916, Lot 15 D.P.716487, Lot 160 D.P.878446, Lot 50 D.P.1103797 and Lot 51 D.P.1103800 by Subdivision Certificate No. 2672/2010/DA-5 - 57 of 2012

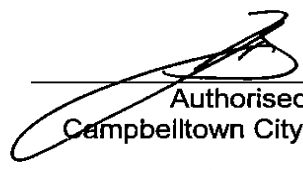
Full name and address of the owner of the land:

NSW Land & Housing Corporation
 330 Church Street
 PARRAMATTA NSW 2150

(Page 1 of 12)

Part 1 (Creation)

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1	Easement to Drain Water 1.5 wide (B)	965 921 922 908 907 906 931 930 929 924 925 926 942 943 944 945 948 949 950 951 952 953 954 966	921-923 incl. 922, 923 923 905-907 incl. 905, 906 905 928-930 incl. 928, 929 928 925, 926, 968, 969 AFFECTING PART DESIGNATED (K) 926, 968, 969 AFFECTING PART DESIGNATED (K) PT 968, 969 AFFECTING PART DESIGNATED (K) 943-945 incl. & 948-955 incl. 944, 945, 948-955 incl. 945, 948-955 incl. 948-955 incl. 949-955 incl. 950-955 incl. 951-955 incl. 952-955 incl. 953-955 incl. 954, 955 955 PT 973, 971, 967, PART PATHWAY MINTO WALK AFFECTING PART DESIGNATED (H)


 Authorised Person
 Campbelltown City Council

ePlan

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

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 330 Church Street
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(Page 2 of 12)

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), bodies or Prescribed Authorities:
2	Easement for Support 0.5 wide (C)	909 901-904 incl. 932 955 930 927 926 925 924 937 938 939 940 945-947 incl. 948 949 941 940 939 938 937 966 964 963 962 961 964, 963 962 961 960 959 958 957	906-908 incl. 967 929-931 incl. 929 929 969, 968 968 926 925 936 937 938 939 948 949 948, 949 949, 950 950, 951 951, 952 952 973 963 972, 971 971 971 962 961 960 959 958 957 956


 Authorised Person
 Campbelltown City Council

ePlan

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

Plan: **DP1164989**

Plan of Subdivision of Lot 26 D.P.716484, Lot 127 D.P.1034916, Lot 15 D.P.716487, Lot 160 D.P.878446, Lot 50 D.P.1103797 and Lot 51 D.P.1103800 by Subdivision Certificate No. 2672/2010/DA-5 - 57 of 2012

Full name and address of the owner of the land:

NSW Land & Housing Corporation
 330 Church Street
 PARRAMATTA NSW 2150

(Page 3 of 12)

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), bodies or Prescribed Authorities:
3	Positive Covenant (D)	967 906-908 incl. 969 968 924 925 926 927 929 930 931 920 942 952 951 950 949 948 947 972 971 963 964 962 961 960 959 958 957 956	901-904 incl. 909 927 926,927 Campbelltown City Council 924, Campbelltown City Council 925, Campbelltown City Council Campbelltown City Council Campbelltown City Council, 932, 955, 930 932 Campbelltown City Council, 932 Campbelltown City Council Campbelltown City Council 937, 938 938, 939 Campbelltown City Council, 939, 940 Campbelltown City Council, 940, 941, 948 Campbelltown City Council, 941, 945, 946, 947 Campbelltown City Council 963 961-963 incl. Campbelltown City Council, 964 Campbelltown City Council Campbelltown City Council, 963, 964 Campbelltown City Council, 962 Campbelltown City Council, 961 Campbelltown City Council, 960 Campbelltown City Council, 959 Campbelltown City Council, 958 Campbelltown City Council, 957 Campbelltown City Council, 957
4	Easement for Padmount Substation (E1)	965 966	Endeavour Energy


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Full name and address of the owner of the land:

NSW Land & Housing Corporation
 330 Church Street
 PARRAMATTA NSW 2150.

(Page 4 of 12)

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), bodies or Prescribed Authorities:
5	Restriction on the Use of Land (R1)	965 966	Endeavour Energy
6	Restriction on the Use of Land (R2)	965 966	Endeavour Energy
7	Restriction on the Use of Land (R3)	909-911 incl. 923 932-941 incl. 942-945 incl. 966	Campbelltown City Council
8	Restriction on the Use of Land (R4)	901-966 incl.	Campbelltown City Council
9	Restriction on the Use of Land (R5) (R6) (R7)	901, 908, 920, 942, 947	Campbelltown City Council
10	Restriction on the Use of Land (R8)	912, 965, 908, 901	Campbelltown City Council
11	Restriction on the Use of Land	921-923 incl. 924-936 incl. 950-961 incl. 902-911 incl.	Campbelltown City Council
12	Easement for Underground Cables and Streetlighting Equipment 18.4 Wide and Variable (F)	968 970	Endeavour Energy
13	Easement for Underground Cables 1.5 Wide (G)	967 968	Endeavour Energy



 Authorised Person
 Campbelltown City Council

ePlan

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Full name and address of the owner of the land:

NSW Land & Housing Corporation
330 Church Street
PARRAMATTA NSW 2150

(Page 5 of 12)

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), roads, bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 2 Wide (vide D.P.716487)	15/716487	26/716487 26/716484
2	Easement to Drain Water 1.5 2 Wide (vide D.P.716487)	127/1034916 15/716487	Pendergast Avenue and Goodwin Crescent
3	Easement for Electricity Purposes 2 Wide (vide D.P.716484)	26/716484 127/1034916	Endeavour Energy as statutory successor to Prospect County Council

Part 2 (Terms)

1. **Terms of Easement for Support 0.5 wide (C) secondly referred to in the abovementioned plan**

1.1 The owner of the lot burdened must not:

- (a) interfere with the retaining wall or the support it offers, or
- (b) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the retaining wall.

1.2 If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or impairs its effectiveness or fails to do something which results in damage to the retaining wall or the impairment of its effectiveness, the owner of the lot benefited may serve a notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed within 14 days.

1.3 If the owner of the lot burdened does not comply with the notice set out in clause 4.2 within 14 days, the owner of the lot benefited may:

- (a) enter the lot burdened and repair the damage or remove the impairment, and
- (b) recover its reasonable costs from the owner of the lot burdened.



Authorised Person
Campbelltown City Council

ePlan

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

Plan: **DP1164989**

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Full name and address of the owner of the land:

NSW Land & Housing Corporation
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PARRAMATTA NSW 2150

(Page 6 of 12)

Part 2 (Terms)

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

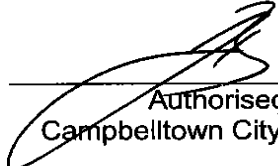
- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (d) restore the lot burdened as nearly as is practicable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

2. Terms of Positive Covenant (D) thirdly referred to in the abovementioned plan

The owners of the lots burdened covenant with Campbelltown City Council (**Council**) to maintain and repair the retaining wall on the burdened lots in accordance with the following terms and conditions:

- 2.1 Each owner of a lot burdened will, at their cost, maintain and repair and keep the retaining wall maintained and repaired, so that the retaining wall functions in a safe and effective manner as determined by Council.
- 2.2 For the purpose of ensuring compliance with this covenant, Council may by its servants or agents at any reasonable time and upon giving an owner of a burdened lot not less than 2 days' notice (but at any time without notice in the case of an emergency), enter the land and view the state of construction, maintenance or repair of the retaining wall on the burdened lot and any works on the burdened lot.
- 2.3 By written notice Council may require each owner of a burdened lot to attend to any matter or carry out any work within such time as Council may require to ensure the proper and efficient performance of the retaining wall on that owner's burdened lot.

3. Terms of Easement for Padmount Substation (E1) fourthly referred to in the abovementioned plan



Authorised Person
Campbelltown City Council

ePlan

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

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Full name and address of the owner of the land:

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PARRAMATTA NSW 2150

(Page 7 of 12)

An Easement for Padmount Substation in the Terms as set out in Memorandum No 9262886 lodged with the Department of Lands (Land and Property Information NSW) subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1.

Part 2 (Terms)

4. Terms of Restriction on the Use of Land (R1) fifthly referred to in the abovementioned plan

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

- (a) the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and
- (b) the external surface of the building erected more than 1.5 metres from the substation footing had a 60/60/60 fire rating

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

4.2 The fire ratings mentioned in clause 4.1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

4.3 Definitions:

- (a) "120/120/120 fire rating" and "60/60/60 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.
- (b) "building" means a substantial structure with a roof and walls and includes any projections from the external walls.
- (c) "erect" includes construct, install, build and maintain
- (d) "restriction site" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

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

5.1 Definitions:



Authorised Person
Campbelltown City Council

ePlan

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Full name and address of the owner of the land:

NSW Land & Housing Corporation
330 Church Street
PARRAMATTA NSW 2150

(Page 8 of 12)

- (a) **"erect"** includes construct, install, built and maintain
- (b) **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan

Part 2 (Terms)

6. Terms of Restriction on the Use of Land (R3) severthly referred to in the abovementioned plan

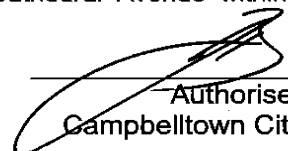
No building shall be erected or remain on the land hereby burdened which has a floor level of any part below a height or heights fixed in writing by the Council of the City of Campbelltown (hereinafter called the Council). Application for the issue of these levels are to be directed to the Council, and the levels issued are to be shown on any building application submitted to Council. The Council may also require that no construction above the floor level is undertaken prior to certification by a Registered Surveyor that the constructed floor levels comply with Council's requirements.

7. Terms of Restriction on the Use of Land (R4) eighthly referred to in the abovementioned plan

No excavation or alteration of surface levels in excess of 900mm shall be permitted on the lots burdened unless it is controlled by a laboratory registered with NATA.
No building shall be constructed thereon unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a Laboratory registered with the National Association of Testing Authorities (NATA) and approved by the Council.
The authority empowered to release, vary or modify the above restriction(s) is the Council of the City of Campbelltown. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

8. Terms of Restriction on the Use of Land (R5), (R6), (R7) ninthly referred to in the abovementioned plan

No household refuse containers shall be deposited for refuse collection by Campbelltown City Council or its appointed contractor unless they are deposited behind the kerb in Bartle Avenue within the area marked (R5) on the plan of subdivision for Lots 901 and 908.
No household refuse containers shall be deposited for refuse collection by Campbelltown City Council or its appointed contractor unless they are deposited behind the kerb in Cathedral Avenue within the area marked (R6) on the plan of subdivision for Lots 920 and 942.



Authorised Person
Campbelltown City Council

ePlan

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Full name and address of the owner of the land:

NSW Land & Housing Corporation
330 Church Street
PARRAMATTA NSW 2150

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No household refuse containers shall be deposited for refuse collection by Campbelltown City Council or its appointed contractor unless they are deposited behind the kerb in Dalrymple Avenue within the area marked (R7) on the plan of subdivision for Lots 947.

Part 2 (Terms)

9. Terms of Restriction on the Use of Land (R8) tenthly referred to in the abovementioned plan

No vehicular Access will be permitted on to Ben Lomond Road from the Lots hereby burdened across the boundaries designated "S" – "T".

10. Terms of Restriction on the Use of Land eleventhly referred to in the abovementioned plan

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

11. Terms of Easement for Underground Cables and Streetlighting Equipment 18.4 wide and variable (F) twelfthly referred to in the abovementioned plan.

The terms set out in Memorandum No 9262885 registered at Land and Property Information NSW, are incorporated in this document, subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1, and the addition of "street light column and street light equipment" to clause 5.3.

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

The terms set out in Memorandum No 9262885 registered at Land and Property Information NSW, are incorporated in this document, subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1"



Authorised Person
Campbelltown City Council

ePlan

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

Plan: **DP1164989**

Plan of Subdivision of Lot 26 D.P.716484, Lot 127
D.P.1034916, Lot 15 D.P.716487, Lot 160
D.P.878446, Lot 50 D.P.1103797 and Lot 51
D.P.1103800 by Subdivision Certificate No.
2672/2010/DA-5 - 57 of 2012

Full name and address of the owner of
the land:

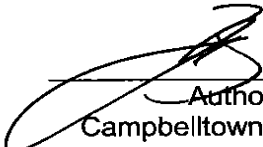
NSW Land & Housing Corporation
330 Church Street
PARRAMATTA NSW 2150

(Page 10 of 12)

Name of Authority empowered to release, vary or modify Easements and Restrictions firstly, secondly, thirdly, seventhly, eighthly, ninthly, tenthly and eleventhly referred to in the above mentioned plan, the cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

Campbelltown City Council

Name of Authority empowered to release, vary or modify Easements and Restrictions, fourthly, fifthly, sixthly, twelfthly and thirteenthly referred to in the above mentioned plan is Endeavour Energy.



Authorised Person
Campbelltown City Council

ePlan

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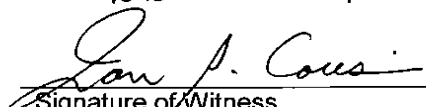
Plan of Subdivision of Lot 26 D.P.716484, Lot 127 D.P.1034916, Lot 15 D.P.716487, Lot 160 D.P.878446, Lot 50 D.P.1103797 and Lot 51 D.P.1103800 by Subdivision Certificate No. ~~2672/2010/DA-5~~ - 57 of 2012

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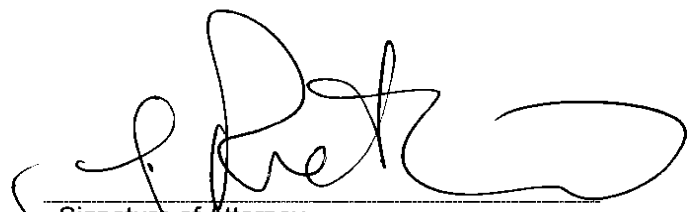
Signed on behalf of **Endeavour Energy**
ABN 59 253 130 878 by its Attorney
pursuant to Power of Attorney
Book ~~464~~ No. 572 in the presence of:



Signature of Witness

IAN STEWART COUSIN
Name of Witness

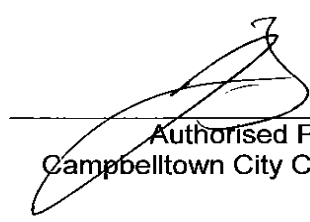
C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148



Signature of Attorney
Name: Geoff Riethmuller
Position: Network Property Mgr

27-11-2012
Date of Execution

URS 12002



Authorised Person
Campbelltown City Council

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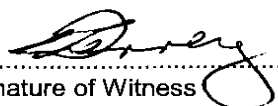
Full name and address of the owner of the land:

NSW Land & Housing Corporation
330 Church Street
PARRAMATTA NSW 2150

(Page 12 of 12)

Signed by me
as ~~DELEGATE~~ of **NSW Land & Housing Corporation** who hereby declares that he has no notice of the revocation of the delegation in the presence of:

) **Signed by me Frances Wilmore as delegate of the New South Wales Land and Housing Corporation, and I hereby certify that I have no notice of revocation of such delegation.**


.....
Signature of Witness


.....
NSW Land & Housing Corporation
By its Delegate

DAVID PAUL TERREY
.....
Name of Witness

LANDCOM
.....
PARRAMATTA
.....
Address of Witness


.....
Authorised Person
Campbelltown City Council

REGISTERED  8-2-2013

Issue Date: 5 February 2024
Application Number: 202400476
Receipt Number: 6115161

InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Your Reference: P036/24:50791

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

Section 10.7 Planning Certificate phone enquiries: (02) 4645 4560.

Property Address: 36 Elizabeth McRae Avenue
MINTO NSW 2566

Property Description: Lot 162 DP 1181212

As at the date of issue, the following matters apply to the land subject of this certificate:

INFORMATION PROVIDED UNDER SECTION 10.7(2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 (the Act)

ITEM 1 – Names of relevant planning instruments and development control plans

Planning Instrument: Campbelltown LEP 2015

Effect: R3 Medium Density Residential

- (1) The following environmental planning instruments apply to the carrying out of development on the land subject of this certificate:

Local environmental plan (LEP)

Campbelltown LEP 2015

For further information about the local environmental plan, contact Council's City Development team on (02) 4645 4608.

Note from Department of Planning and Environment:

On 26 April 2023, Business and Industrial zones will be replaced by Employment zones within standard instrument local environmental plans. The Department of Planning and Environment exhibited in May

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

2022 details of how each Local Environmental Plan that includes a Business or Industrial zone will be amended to include Employment zones. The exhibition detail can be viewed on the [Planning Portal](#).

State environmental planning policies (SEPPs)

SEPP (Primary Production) 2021
SEPP (Resources and Energy) 2021
SEPP (Resilience and Hazards) 2021
SEPP (Industry and Employment) 2021
SEPP (Transport and Infrastructure) 2021
SEPP (Planning Systems) 2021
SEPP (Biodiversity and Conservation) 2021
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Building Sustainability Index: BASIX) 2004
SEPP (Housing) 2021
SEPP No.65 – Design Quality of Residential Apartment Development

For further information about these State environmental planning policies, contact the Department of Planning and Environment (www.planning.nsw.gov.au).

(2) The following proposed environmental planning instruments, which are or have been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified Council that the making of the proposed instrument has been deferred indefinitely or has not been approved), will apply to the carrying out of development on the land subject of this certificate:

Draft local environmental plans (LEPs)

None

For further information about these draft local environmental plans, contact Council's City Development team on (02) 4645 4608.

Draft State environmental planning policies (SEPPs)

None

For further information about these draft State environmental planning policies, contact the Department of Planning and Environment (www.planning.nsw.gov.au).

(3) The following development control plans (DCPs) apply to the carrying out of development on the land subject of this certificate:

Campbelltown (Sustainable City) DCP 2015

For further information about these development control plans, contact Council's City Development team on (02) 4645 4608. Please note that the names of any draft development control plans that apply to the land subject of this certificate, that have been placed on exhibiton by Council but have not yet come into effect, are provided as advice under section 10.7(5) of the Act.

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

ITEM 2 – Zoning and land use under relevant planning instruments

(a) The following zone(s) apply to the land subject of this certificate:

R3 Medium Density Residential

Detailed information on the land zone mapping is available at the NSW Department of Planning and Environment's ePlanning Spatial Viewer, accessible via the NSW Planning Portal.

- (b) The purposes for which the plan provides that development may be carried out without the need for development consent, may not be carried out except with development consent and is prohibited are detailed in the land use table for each zone. Reference should be made to either Attachment 1 to this certificate or the appropriate section of the plan.
- (c) Clause 2.5 and Schedule 1 of the planning instrument allows for additional permitted uses with development consent on particular land. Please check the plan schedule.
- (d) Any development standards applying to the land subject of this certificate that fix minimum land dimensions for the erection of a dwelling-house and, if so, the minimum land dimensions so fixed are detailed in the relevant section of the plan or instrument. Reference should be made to either Attachment 2 to this certificate or the appropriate section(s) of the plan. In addition, certain Council development control plans may impose minimum development standards for the creation of allotments and/or minimum site area and dimensions for the erection of a dwelling-house.
- (e) The land is not in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.
- (f) The land subject of this certificate is not in a conservation area (however described).
- (g) No item of environmental heritage (however described) is situated on the land subject of this certificate.

Note: An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be situated on the land. The Department of Planning maintains the AHIMS.

ITEM 3 – Contribution plans

The following contribution plan(s) apply to the land subject of this certificate:

Campbelltown Local Infrastructure Contributions Plan 2018 (Amendment 1)

For further information about these contribution plans, contact Council's City Development team on (02) 4645 4608.

ITEM 4 – Complying development

- (1) Complying development may be carried out on the land subject of this certificate under each of the following codes for complying development, to the extent shown, because of the provisions of

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

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:

Housing Code – on all of the land

Housing Alterations Code – on all of the land

Commercial and Industrial Alterations Code – on all of the land

Subdivisions Code – on all of the land

Rural Housing Code – on all of the land

General Development Code – on all of the land

Demolition Code – on all of the land

Commercial and Industrial (New Buildings and Additions) Code – on all of the land

Fire Safety Code – on all of the land

Low Rise Housing Diversity Code – on all of the land

Container Recycling Facilities Code – on all of the land

Please note that reference should also be made to the relevant parts of this policy for the general requirements for complying development and to the relevant codes for complying development which may also include provisions relating to zoning, lot size etc.

(2) Complying development may not be carried out on the land subject of this certificate under each of the following codes for complying development, to the extent shown and for the reason(s) stated, 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:

Greenfield Housing Code – on any part of the land

(Note: the Greenfield Housing Code only applies within the Greenfield Housing Code Area)

Note: *This information needs to be read in conjunction with the whole of the State environment planning policy. If an identification, restriction or characteristic of land referred to above is not located on or does not comprise, the whole of the relevant land, complying development may be carried out on any part of the land not so identified, restricted or characterised.*

Note: *Information regarding whether the property is affected by flood related development controls or is bushfire prone land is identified in other sections of this certificate. If your property is identified as being impacted by bushfire or flooding, a specific technical assessment of these issues will be required as part of any complying development certificate application under the State environment planning policy, or a development application for any other type of development requiring consent from Council.*

Note: *Despite any references above advising that complying development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environment Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State environment planning policy in detail to ensure that specific types of complying development may be undertaken on the land.*

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ITEM 5 – Exempt development

(1) Exempt development may be carried out on land under the following exempt development codes:

- Division 1 General Code
- Division 2 Advertising and Signage Code
- Division 3 Temporary Uses and Structures Code

There is no land within the Campbelltown City Council local government area identified:

- 1.16 (b1) as a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* or declared critical habitat under Part 7A of the *Fisheries Management Act 1994*, and
 - 1.16(b2) as, or part of, a wilderness area (within the meaning of *Wilderness Act 1987*), and
 - 1.16(d) described or otherwise identified on a map specified in Schedule 4 – Land excluded from the General Exempt Development Code.
 - 1.16A within 18 kilometres of Siding Spring Observatory
- (2) Clause 1.16(1)(c) specifies that exempt development must not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act.
- (3) Campbelltown City Council does not have sufficient information to ascertain whether the land has a restriction applying to it that may not apply to all of the land.

Campbelltown City Council does not have sufficient information to ascertain whether the land is listed on the State Heritage Register under the *Heritage Act 1977*, or subject to an interim heritage order under that Act.

Note: *Despite any references above advising that exempt development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.*

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

There are no variations to the exempt development codes within the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* that apply in the Campbelltown City Council local government area.

ITEM 6 – Affected building notices and building product rectification orders

The Council is not aware that an affected building notice or building product rectification order is in force on the land that has not been fully complied with.

The Council is not aware that a notice of intention to make a building product rectification order given in relation to the land is outstanding

Note: *In this item, affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4. Building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.*

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ITEM 7 – Land reserved for acquisition

No environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land subject of this certificate provides for the acquisition of this land by a public authority, as referred to in section 3.15 of the Act.

ITEM 8 – Road widening and road realignment

The land subject of this certificate is not affected by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993, any environmental planning instrument or any resolution of Council.

ITEM 9 – Flood related development controls

- (1) None of the land is within the flood planning area and it is not subject to flood related development controls.
- (2) The land is not subject to flood related development controls as a result of all or part of it being between the flood planning area and the probable maximum flood.
- (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.

Please note that some additional information regarding flooding and flood related development controls may be provided as advice under section 10.7(5) of the Act.

ITEM 10 – Council and other public authority policies on hazard risk restrictions

- (a) Council has adopted a policy with respect to all land within the Campbelltown City local government area with unusual site conditions. This policy restricts the development of land where extensive earthworks and/or filling has been carried out. Land, the development of which is restricted by this policy, has a restriction as to user placed on the title of the land stating the details of any restriction. Building lots can be affected by excessive land gradient, filling, reactive or dispersive soils, overland flow and/or mine subsidence. Buildings, structures or site works may require specific structural design to ensure proper building construction. Consequently, some applications may require the submission of structural design details and geotechnical reports. It is suggested that prior to lodging an application, enquiries be made to Council's City Development team to ascertain any specific requirements.
- (b) Council has adopted by resolution the certified Campbelltown LGA Bush Fire Prone Land Map. This map identifies bush fire prone land within the Campbelltown City local government area as defined in section 10.3 of the Act. Where the land subject of this certificate is identified as bush fire prone land, the document entitled "Planning for Bush Fire Protection" prepared by the NSW Rural Fire Service in co-operation with the Department of Planning and dated November 2019 should be

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consulted with regards to possible restrictions on the development of the land because of the likelihood of bushfire.

- (c) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of tidal inundation.
 - (d) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of acid sulphate soils.
- 1) Council has adopted by resolution a policy on contaminated land which may restrict the development of the land subject of this certificate. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

ITEM 11 – Bush fire prone land

None of the land subject of this certificate has been identified as bush fire prone land on the Campbelltown City Council – Bush Fire Prone Land Map that has been certified for the purposes of section 10.3(2) of the Act.

Note: *In accordance with the Environmental Planning and Assessment Act 1979, bush fire prone land, in relation to an area, means land recorded for the time being as bush fire prone land on a bush fire prone land map for the area. This mapping is subject to periodic review.*

Note: *Further details of any applicable restrictions on development of the land associated with Bushfire Prone Land may be obtained by consulting with Council or reviewing the guideline Planning for Bushfire Protection (as amended from time to time) available on the NSW Rural Fire Service website.*

Note: *The identification of land as not being bushfire prone does not mean that the land is not, or may not be, affected by bushfire or that the land will not in the future be subject to bushfire related development controls, as additional data and information regarding the land become available.*

ITEM 12 – Loose-fill asbestos insulation

No residential dwelling erected on the land subject of this certificate has been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

For more information visit the NSW Fair Trading website (www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation).

ITEM 13 – Mine subsidence

The land subject of this certificate is not within a proclaimed Mine Subsidence District within the meaning of the Coal Mine Subsidence Compensation Act 2017.

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ITEM 14 – Paper subdivision information

- (1) No adopted development plan or development plan that is proposed to be subject to a consent ballot apply to the land subject of this certificate.
- (2) No subdivision order applies to the land subject of this certificate.

ITEM 15 – Property vegetation plans

No property vegetation plan applies to the land subject of this certificate.

Please note that the whole of the Campbelltown City local government area is excluded from the operation of the Native Vegetation Act 2003.

ITEM 16 – Biodiversity stewardship sites

The land subject of this certificate is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (but only in so far as Council has been notified of the existence of such an agreement by the Chief Executive of the Office of Environment and Heritage).

Please note that 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.

ITEM 17 – Biodiversity certified land

The land subject of this certificate is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

Please note that 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.

ITEM 18 – Orders under Trees (Disputes Between Neighbours) Act 2006

No order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land subject of this certificate (but only to the extent that Council has been notified of any such orders).

ITEM 19 – Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The Coastal Management Act 2016 and Local Government Act, section 496B do not apply to land in the Campbelltown City Council local government area.

ITEM 20 – Western Sydney Aerotropolis

Not affected.

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ITEM 21 – Development consent conditions for seniors housing

- a) No current site compatibility certificate (seniors housing), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.
- b) No conditions of consent to a development application, granted after 11 October 2007, of the kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed in respect of proposed development on the land subject of this certificate.

ITEM 22 – Site compatibility certificates and development consent conditions for affordable rental housing

- (1) No current site compatibility certificate (affordable rental housing), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.
- (2) No conditions of consent to a development application of the kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed in respect of proposed development on the land subject of this certificate.



Jim Baldwin, per
Director City Development

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Attachment 1

Campbelltown Local Environmental Plan 2015

Zone R3 Medium Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide for a wide range of housing choices in close proximity to commercial centres, transport hubs and routes.
- To enable development for purposes other than residential only if that development is compatible with the character and scale of the living area.
- To minimise overshadowing and ensure a desired level of solar access to all properties.

2 Permitted without consent

Nil

3 Permitted with consent

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Car parks; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home occupations; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (outdoor); Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing

4 Prohibited

Any development not specified in item 2 or 3

NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: <http://www.legislation.nsw.gov.au>

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Attachment 2

Campbelltown Local Environmental Plan 2015

4.1 Minimum subdivision lot size

- (1) The objectives of this clause are as follows—
- (a) to ensure that the density of development is compatible with the capacity of existing and proposed infrastructure,
 - (b) to ensure that the density of settlement will be compatible with the objectives of the zone,
 - (c) to limit the density of settlement in environmentally, scenically or historically sensitive areas,
 - (d) to ensure lot sizes are compatible with the conservation of natural systems, including waterways, riparian land and groundwater dependent ecosystems,
 - (e) to facilitate viable agricultural undertakings,
 - (f) to protect the curtilage of heritage items and heritage conservation areas,
 - (g) to facilitate a diversity of housing forms.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause does not apply in relation to the subdivision of any land—
- (a) by the registration of a strata plan or strata plan of subdivision under the *Strata Schemes Development Act 2015*, or
 - (b) by any kind of subdivision under the *Community Land Development Act 1989*.
- (4A) If a lot is a battle-axe lot or other lot with an access handle, the area of the access handle is not to be included in calculating the lot size.
- (4B) Despite subclause (3), development consent may be granted for the subdivision of land into lots that do not meet the minimum size shown on the Lot Size Map if the lots are residue lots resulting from the creation of a public road, public open space or other public purpose.
- (4C) Despite subclause (3), development consent may be granted for the subdivision of land within Lot 61, DP 752042, Appin Road, Gilead, into lots that do not meet the minimum size shown on the Lot Size Map if—
- (a) each lot has a minimum lot size of not less than 375m², and
 - (b) no more than 65 lots have a lot size of less than 450m², and
 - (c) no more than 3 contiguous lots sharing a street frontage have a lot size of less than 450m², and
 - (d) each lot is located not more than 200m from a bus route, community centre or open space area.

4.1AA Minimum subdivision lot size for community title schemes

- (1) The objectives of this clause are as follows—
- (a) to provide for the proper and orderly development of land,

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- (b) to ensure that land developed under the *Community Land Development Act 1989* will achieve densities consistent with the objectives of the zone,
 - (c) to protect the curtilage of heritage items and heritage conservation areas.
- (2) This clause applies to a subdivision (being a subdivision that requires development consent) under the *Community Land Development Act 1989* of land in any of the following zones—
- (a) Zone RU2 Rural Landscape,
 - (b) Zone R2 Low Density Residential,
 - (c) Zone R3 Medium Density Residential,
 - (d) Zone R5 Large Lot Residential,
 - (e) Zone C3 Environmental Management,
 - (f) Zone C4 Environmental Living,
- but does not apply to a subdivision by the registration of a strata plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies (other than any lot comprising association property within the meaning of the *Community Land Development Act 1989*) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause applies despite clause 4.1.

4.1A (Repealed)

4.1B Minimum subdivision lot sizes for dual occupancies in certain zones

- (1) The objectives of this clause are as follows—
- (a) to achieve planned residential density in certain zones,
 - (b) to ensure that lot sizes are consistent with the predominant subdivision pattern of the area and maintain a low density residential character in existing neighbourhoods,
 - (c) to facilitate development applications seeking concurrent approval for dual occupancy development and subdivision,
 - (d) to prevent the fragmentation of land.
- (2) Despite clause 4.1, development consent may be granted to development for the purpose of a dual occupancy if the development will be on a lot that is at least the minimum size shown on the Lot Size for Dual Occupancy Development Map in relation to that land.
- (3) Despite clause 4.1 and subclause (2), development consent may be granted for the subdivision of land in Zone R2 Low Density Residential into lots that are less than the minimum lot size shown on the Lot Size Map in relation to that land if—
- (a) there is an existing dual occupancy on the land that was lawfully erected under an environmental planning instrument or there is a development application for the concurrent approval of a dual occupancy and its subdivision into 2 lots, and
 - (b) the lot size of each resulting lot will be at least 300 square metres, and
 - (c) the subdivision will not result in more than one principal dwelling on each resulting lot.

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4.1C Minimum qualifying site area and lot size for certain residential and centre-based child care facility development in residential zones

- (1) The objectives of this clause are as follows—
- (a) to achieve planned residential densities in certain zones,
 - (b) to achieve satisfactory environmental and infrastructure outcomes,
 - (c) to minimise any adverse impact of development on residential amenity,
 - (d) to minimise land use conflicts.
- (2) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in Column 3 of the table.
- (3) Development consent may be granted to the subdivision of land in a zone that is specified in the table to this clause for a purpose listed beside the zone, if the area of the lot to be created is equal to or greater than the area specified in Column 4 of the table.
- (4) This clause does not apply to land identified as “Ingleburn Narrow Lots” on the Clause Application Map.

Column 1	Column 2	Column 3	Column 4
Semi-detached dwelling	Zone R2 Low Density Residential	700 square metres	300 square metres
Attached dwelling	Zone R2 Low Density Residential	1,000 square metres	300 square metres
Centre-based child care facilities	Zone R2 Low Density Residential or Zone R3 Medium Density Residential	800 square metres	N/A
Residential flat buildings	Zone R4 High Density Residential	1,200 square metres	1,200 square metres

4.1D Minimum lot sizes for certain land uses in certain environment protection zones

- (1) The objectives of this clause are as follows—
- (a) to allow for certain non-residential land uses,
 - (b) to minimise any adverse impact on local amenity and the natural environment,
 - (c) to achieve satisfactory environmental and infrastructure outcomes,
 - (d) to minimise land use conflicts.
- (2) This clause applies to land in the following zones—
- (a) Zone C3 Environmental Management,
 - (b) Zone C4 Environmental Living.
- (3) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in the table.

Column 1	Column 2	Column 3
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Animal boarding or training establishments	Zone C3 Environmental Management	5 hectares
Educational establishments	Zone C3 Environmental Management or Zone C4 Environmental Living	10 hectares
Places of public worship	Zone C3 Environmental Management	10 hectares

4.1E Exception to minimum lot sizes for certain land in Mount Gilead Urban Release Area

- (1) This clause applies to that part of Lot 3, DP 1218887, Appin Road, Gilead that is in Zone RU2 Rural Landscape.
- (2) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies to create lots with a size less than the minimum lot size shown on the Lot Size Map in relation to the land if the consent authority is satisfied that the subdivision is for the purpose of facilitating the development of land that is—
 - (a) in Zone R2 Low Density Residential, and
 - (b) identified as “Mount Gilead Urban Release Area” on the Urban Release Area Map.

4.1F Exception to minimum lot sizes for certain land in Glenfield

- (1) This clause applies to that part of Lot 91, DP 1155962 that is in Zone RU2 Rural Landscape.
- (2) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies to create lots with a size less than the minimum lot size shown on the Lot Size Map in relation to the land.
- (3) A dwelling cannot be erected on a lot created under this clause.

4.1G Exception to minimum subdivision lot sizes for certain residential development in Maryfields Urban Release Area

- (1) The objective of this clause is to provide flexibility in the application of lot size standards for residential development on larger sized lots on land in Zone R3 Medium Density Residential in the Maryfields Urban Release Area.
- (2) This clause applies to land in Zone R3 Medium Density Residential and identified as “Maryfields Urban Release Area” on the Urban Release Area Map.
- (3) Despite clause 4.1, development consent may be granted for the subdivision of land to which this clause applies on which is lawfully erected a type of residential accommodation if—
 - (a) the size of each lot to be subdivided is at least 1800 square metres, and
 - (b) each lot resulting from the subdivision will be at least 225 square metres and will have an erected single dwelling, and
 - (c) each lot resulting from the subdivision will have a single dwelling that is in existence and for which an occupation certificate was issued before the consent was granted.

4.2 Rural subdivision

- (1) The objective of this clause is to provide flexibility in the application of standards for subdivision in rural zones to allow land owners a greater chance to achieve the objectives for development in the relevant zone.

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(2) This clause applies to the following rural zones—

- (a) Zone RU1 Primary Production,
- (b) Zone RU2 Rural Landscape,
- (baa) Zone RU3 Forestry,
- (c) Zone RU4 Primary Production Small Lots,
- (d) Zone RU6 Transition.

Note—

When this Plan was made it did not include all of these zones.

(3) Land in a zone to which this clause applies may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.

(4) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.

(5) A dwelling cannot be erected on such a lot.

Note—

A dwelling includes a rural worker's dwelling (see definition of that term in the Dictionary).

4.2A Erection of dwelling houses or dual occupancies (attached) on land in certain rural and environment protection zones

(1) The objectives of this clause are as follows—

- (a) to enable the replacement of lawfully erected dwelling houses and dual occupancies (attached), and the realisation of dwelling entitlements in rural and environment protection zones,
- (b) to restrict the extent of residential development in rural and environment protection zones to maintain the existing character,
- (c) to recognise the contribution that development density in these zones makes to the landscape and environmental character of those places.

(2) This clause applies to land in the following zones—

- (a) Zone RU2 Rural Landscape,
- (b) Zone C3 Environmental Management,
- (c) Zone C4 Environmental Living.

(3) Development consent must not be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies unless the land—

- (a) is a lot that has at least the minimum lot size shown on the Lot Size Map in relation to that land, or
- (b) is a lot created under this Plan (other than clause 4.2(3)), or
- (c) is a lot created under an environmental planning instrument before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) was permissible immediately before that commencement, or

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- (d) is a lot resulting from a subdivision for which development consent (or its equivalent) was granted before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) would have been permissible if the plan of subdivision had been registered before that commencement, or
- (e) is an existing holding, or
- (f) would have been a lot or holding referred to in paragraph (a), (b), (c), (d) or (e) had it not been affected by—
 - (i) a minor realignment of its boundaries that did not create an additional lot, or
 - (ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or
 - (iii) a consolidation with an adjoining public road or public reserve or for another public purpose.

Note—

A dwelling cannot be erected on a lot created under clause 9 of *State Environmental Planning Policy (Rural Lands) 2008* or clause 4.2.

- (4) Development consent must not be granted under subclause (3) unless—
 - (a) no dwelling house or dual occupancy (attached) has been erected on the land, and
 - (b) if a development application has been made for development for the purposes of a dwelling house or dual occupancy (attached) on the land—the application has been refused or it was withdrawn before it was determined, and
 - (c) if development consent has been granted in relation to such an application—the consent has been surrendered or it has lapsed.
- (5) Development consent may be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies if there is a lawfully erected dwelling house or dual occupancy (attached) on the land and the dwelling house or dual occupancy (attached) proposed to be erected is intended only to replace the existing dwelling house or dual occupancy (attached).
- (6) Development consent may be granted to convert a dwelling house into, or to replace a dwelling house with, a dual occupancy (attached) on land to which this clause applies if no dual occupancy (attached) exists on the land and the dual occupancy (attached) is designed and will be constructed to have the appearance of a single dwelling.

- (7) In this clause—

existing holding means land that—

- (a) was a holding on the relevant date, and
- (b) is a holding at the time the application for development consent referred to in subclause (3) is lodged,

whether or not there has been a change in the ownership of the holding since the relevant date, and includes any other land adjoining that land acquired by the owner since the relevant date.

holding means all adjoining land, even if separated by a road or railway, held by the same person or persons.

relevant date means—

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- (a) in the case of land to which *Campbelltown (Urban Area) Local Environmental Plan 2002* applied immediately before the commencement of this Plan—
 - (i) for land identified as “25 February 1977” on the Former LEP and IDO Boundaries Map—25 February 1977, or
 - (ii) for land identified as “15 July 1977” on the Former LEP and IDO Boundaries Map—15 July 1977, or
 - (iii) for land identified as “3 November 1978” on the Former LEP and IDO Boundaries Map—3 November 1978, or
- (b) in the case of land to which *Campbelltown Local Environmental Plan—District 8 (Central Hills Lands)* applied immediately before the commencement of this Plan—20 September 1974, or
- (c) in the case of land to which *Campbelltown Local Environmental Plan No 1* applied immediately before the commencement of this Plan—26 June 1981, or
- (d) in the case of land to which *Interim Development Order No 13—City of Campbelltown* applied immediately before the commencement of this Plan—20 September 1974, or
- (e) in the case of land to which *Interim Development Order No 15—City of Campbelltown* applied immediately before the commencement of this Plan—27 September 1974, or
- (f) in the case of land to which *Interim Development Order No 28—City of Campbelltown* applied immediately before the commencement of this Plan—3 November 1978.

Note—

The owner in whose ownership all the land is at the time the application is lodged need not be the same person as the owner in whose ownership all the land was on the stated date.

4.2B Erection of rural workers’ dwellings on land in Zones RU2 and C3

- (1) The objectives of this clause are as follows—
 - (a) to facilitate, on the same land, the provision of adequate accommodation for employees involved in existing agricultural activities, including agricultural produce industries,
 - (b) to maintain the non-urban landscape and development characters of certain rural and environment protection zones.
- (2) This clause applies to land in the following zones—
 - (a) Zone RU2 Rural Landscape,
 - (b) Zone C3 Environmental Management.
- (3) Development consent must not be granted for the erection of a rural worker’s dwelling on land to which this clause applies unless the consent authority is satisfied that—
 - (a) the development will be on the same lot as an existing lawfully erected dwelling house or dual occupancy(attached), and
 - (b) the development will not impair the use of the land for agricultural activities, including agricultural produce industries, and
 - (c) the agricultural activity or agricultural produce industry has an economic capacity to support the ongoing employment of rural workers, and

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- (d) the development is necessary considering the nature of the existing or proposed agricultural activity or agricultural produce industry occurring on the land or as a result of the remote or isolated location of the land, and
- (e) there will be not more than one rural worker's dwelling on the lot, and
- (f) the development will be a single storey building with a maximum floor area of 120 square metres or not more than 20% of the floor area of any existing dwelling house on that land, whichever is greater.

4.2C Exceptions to minimum subdivision lot sizes for certain land in Zones RU2 and C3

- (1) The objective of this clause is to allow the owners of certain land to which the following environmental planning instruments applied to excise a home-site area from an existing lot (or existing holding) by the means of a subdivision—
 - (a) *Campbelltown Local Environmental Plan No 1*,
 - (b) *Interim Development Order No 15—City of Campbelltown*.
- (2) Subclause(3) applies to each lot to which *Campbelltown Local Environmental Plan No 1* applied immediately before its repeal that—
 - (a) was in existence on 26 June 1981, and
 - (b) is in Zone C3 Environmental Management, and
 - (c) has an area of at least 10 hectares.
- (3) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the proposed subdivision will result in the creation of only 2 lots, each of which must have an area of at least 2 hectares.
- (4) Subclause(5) applies to each lot to which *Interim Development Order No 15—City of Campbelltown* applied immediately before its repeal that—
 - (a) was in existence on 18 July 1973, and
 - (b) is in Zone RU2 Rural Landscape.
- (5) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the smallest lot to be created has an area of at least 2 hectares and is required for the erection of a dwelling house for occupation by—
 - (a) the person who owned the land on 18 July 1973, or
 - (b) a relative of that owner, or
 - (c) a person employed or engaged by that owner in the use of land of the owner adjoining or adjacent to that lot for the purpose of agriculture.
- (6) The total number of lots that may be created by the subdivision of land to which subclause(5) applies, whether by one or more subdivisions, must not exceed—
 - (a) if the land to be subdivided had an area of less than 10 hectares—nil, or
 - (b) if the land to be subdivided had an area of at least 10 hectares but less than 40 hectares—1, or
 - (c) if the land to be subdivided had an area of at least 40 hectares but less than 80 hectares—2, or
 - (d) if the land to be subdivided had an area of at least 80 hectares—3.

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

4.2D Exceptions to minimum subdivision lot sizes for certain land in Zone C4

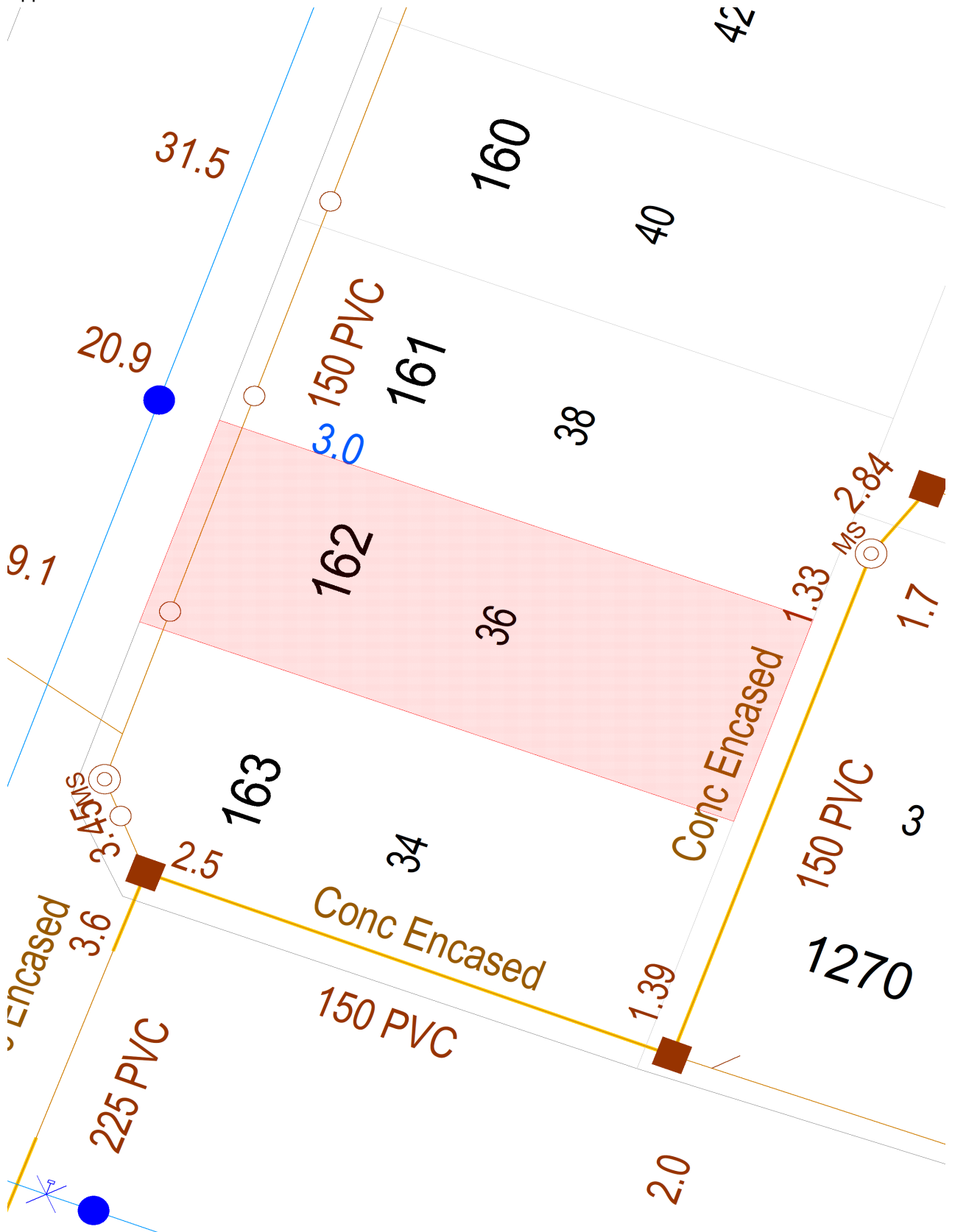
- (1) The objective of this clause is to permit the subdivision of certain land in the East Edge Scenic Protection Lands Area to create lots of a size that are less than the minimum lot size shown on the Lot Size Map in relation to that land.
- (2) This clause applies to land identified as "1 ha" on the Lot Averaging Map.
- (3) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies if the subdivision will not create a number of lots that is more than the number resulting from multiplying the total area of the land being subdivided by the maximum density control number specified on the Lot Averaging Map in relation to that land.
- (4) Development consent must not be granted under this clause unless the consent authority is satisfied that—
 - (a) the pattern of lots created by the subdivision, the provision of access and services and the location of any future buildings on the land will not have a significant detrimental impact on native vegetation, and
 - (b) each lot to be created by the subdivision contains a suitable land area for—
 - (i) a dwelling house, and
 - (ii) an appropriate asset protection zone relating to bush fire hazard, and
 - (iii) if reticulated sewerage is not available to the lot—on-site sewage treatment, management and disposal, and
 - (iv) other services related to the use of the land for residential occupation, and
 - (c) if reticulated sewerage is not available to the lot—a geotechnical assessment demonstrates to the consent authority's satisfaction that the lot can suitably accommodate the on-site treatment, management and disposal of effluent, and
 - (d) adequate arrangements are in place for the provision of infrastructure to service the needs of development in the locality.

4.2E Subdivision of land in Zone C3

- (1) The objective of this clause is to provide flexibility in the application of standards for the subdivision of certain land to allow land owners a greater chance to achieve the objectives for development in the relevant zone.
- (2) Land in Zone C3 Environmental Management may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.
- (3) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.
- (4) A dwelling cannot be erected on a lot created under this clause.

NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: <http://www.legislation.nsw.gov.au>

Service Location Print
Application Number: 8003123231



Document generated at 05-02-2024 02:41:06 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

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

Further Information

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

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

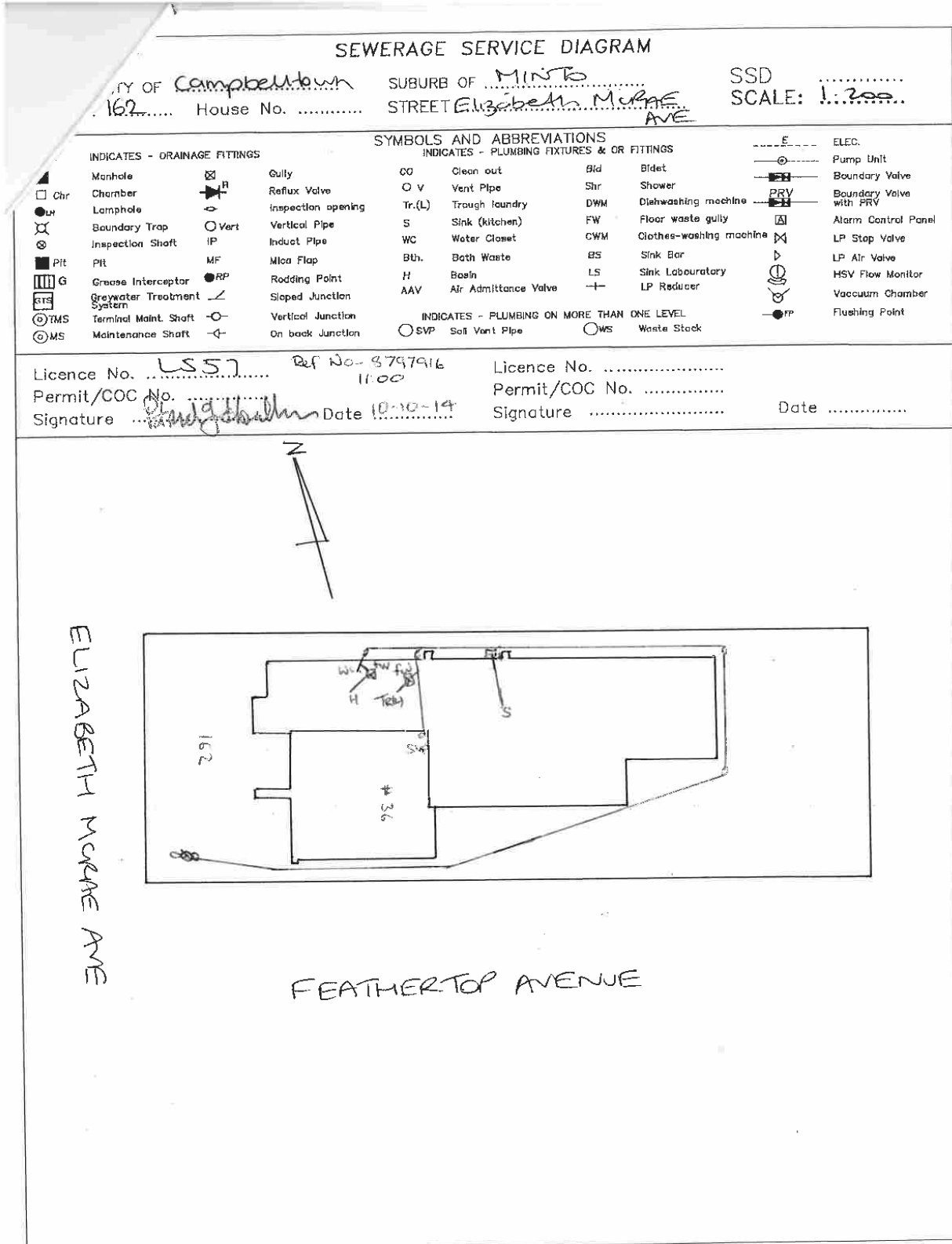
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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

Sewer Service Diagram

Application Number: 8003123240



Disclaimer

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

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations/Benefits

- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

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

Requisitions and transfer

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

We are instructed to reply the requisitions on title as follows:

1. Noted.
2. Not to the Vendor's knowledge.
- 3(a)-(f). The Vendor relies on the Contract.
4. The Vendor is not aware.
- 5.(a)&(b) The Vendor is not aware.

6. Noted.
7. Noted.
8. Not to the Vendor's knowledge.
9. The Vendor relies on the Contract.
10. Not to the Vendor's knowledge.

11. Noted.
12. The Vendor relies on the Contract.
13. Noted.

14. Noted.
15. No.
- 16(a)-(e). The Vendor relies on the Contract.
- 17(a)&(b). As to the Vendor no, as to predecessors in title he is unaware.
- 18(a)-(f). The Vendor relies on the Contract.
- 19(a)-(e). The Purchasers should reply on their own enquiries.

- 20.(a)&(b) Not to the Vendor's knowledge.
- 21(a)-(c). The Purchasers should reply on their own enquiries.
- 22.(a)-(f) The Purchasers should reply on their own enquiries.
- 23(a)-(c). The Vendor relies on the Contract.
24. Not to the Vendor's knowledge.

25. Noted.

26. Noted.

27. Noted.

28. Noted.

29. Noted.

30. Noted.

31. No.

32. Noted.