

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor	<b>Zaya Jawaro and ZJ Old Glenfield Pty Ltd ACN 618 865 991</b> <b>C/o- Suite 2602, Level 26, Tower 1, 520 Oxford Street, BONDI JUNCTION NSW 2022</b>	
vendor's solicitor	<b>SPECTRUM LEGAL GROUP</b> <b>Westfield Bondi Junction Suite 2602, Level 26, Tower 1, 520 Oxford Street, BONDI JUNCTION NSW 2022</b>	Phone: 02 83732555 Email: law@spectrumlegal.com.au Fax: 02 8373 2556 Ref: DR:20055994
date for completion	<b>See additional clause 34.1</b>	(clause 15)
land (address, plan details and title reference)	<b>Unit ____ 5a-7 Glenfield Road, Glenfield, New South Wales 2167</b> <b>Lot ____ in an unregistered plan of subdivision being part of Lot 2 in DP1251537, Lot 1 in DP595077 &amp; Lot 421 in DP 1171573</b> <b>Part Folio Identifier 2/1251537, 1/595077 &amp; 421/1171573</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" 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"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: Refer to Schedule of Finishes		
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

buyer's agent

vendor

**GST AMOUNT (optional)**

The price includes  
GST of: \$

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

## Choices

Vendor agrees to accept a **deposit-bond** (clause 3)☒ NO ☐ yesNominated **Electronic Lodgement Network (ELN)** (clause 30):

PEXA

**Electronic transaction** (clause 30)☐ no ☒ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

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

Purchaser must make a **GSTRW payment**  
(GST residential withholding payment)☐ NO ☒ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

7 Old Glenfield Road Project Joint Venture

Supplier's ABN:

44 618 865 991

Supplier's GST branch address (if applicable):

Supplier's business address:

Suite 1, 19 Restwell Street, Bankstown NSW 2200

Supplier's email address:

zaya@jawaro.com.au

Supplier's phone number:

02) 8006 0002

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

7% of Purchase price

**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): **7% of Purchase price**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): **N/A**

## List of Documents

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

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

**EXECUTION PAGE**

VENDOR	PURCHASER
<b>EXECUTED</b> by ZJ Old Glenfield Pty Ltd ACN 618 865 9911 in accordance with s127(1) of the Corporations Act 2001 by authorised persons whose signatures appears below:	..... Purchaser
..... Sole Secretary/ Director Zaya Jawaro	..... Purchaser
	..... Witness Signature
	..... Witness Name
<b>EXECUTED</b> by Vendor:	<b>Purchaser (Attorney)</b> Signed by the purchaser's attorney under power of attorney; Book: ..... Number: .....
..... Zaya Jawaro	..... Attorney signature
..... Witness Signature	..... Name of Attorney
..... Witness Name	..... Witness
	<b>Purchaser (Company)</b> Executed by ..... purchaser in accordance with s127(1) of the Corporations Act 2001 by authorised persons whose signatures appears below:
	..... Secretary/ Director
	..... Secretary/ Director
	<b>Company Guarantor</b> Signed by the guarantor in the presence of:
	..... Guarantor
	..... Guarantor
	..... Witness

**Solicitor's Certificate under Section 66W  
Of the NSW Conveyancing Act, 1919**

Property:

Vendor:

Purchaser:

I, \_\_\_\_\_, of \_\_\_\_\_, solicitor/licenced conveyancer,  
certify as follows:

- 1 I am a solicitor/ licensed conveyancer currently admitted/ licensed to practice in New South Wales.
- 2 I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 in relation to a contract for the sale of land for the Property (Contract).
- 3 This certificate is provided to remove the cooling off period in relation to the Contract.
- 4 I do not act for the Vendor and am not employed in the legal practice of a solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
- 5 I have explained the following points to the Purchaser:
  - (a) The effect of the contract for the purchase of the property.
  - (b) The nature of this certificate.
  - (c) The effect of giving this certificate to the Vendor in that the cooling off period does not apply in relation to the Contract.

Dated:

.....  
Solicitor/ Licensed Conveyancer

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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



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

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

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

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

## 2 Deposit and other payments before completion

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

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must serve at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by serving 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 serving it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
  - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
  - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
  - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
  - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

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

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

#### 14 Adjustments

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

#### 15 Date for completion

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

#### 16 Completion

##### • Vendor

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

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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



**24 Tenancies**

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

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

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

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

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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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

### 33.AMENDMENTS TO STANDARD CLAUSES

33.1. This Contract is varied from the printed provisions of the 2019 Copyright Edition Contract as follows:

Clause	Detail of Amendment
<b>1</b>	The definition of "serve" includes; email, facsimile, letter or depositing any notice or document in the document exchange box of a party's solicitor or licenced conveyancer named in this contract.
<b>2</b>	Adding clause 2.10 as follows, "If this contract is not completed, all interest accrued on the deposit shall be paid to the party entitled to receive the deposit".
<b>7</b>	Delete the words "before completion" in the first line and substitute with the words "not less than 7 days before completion".
<b>7.1.1</b>	Deleted.
<b>7.2.1</b>	Substituting "1%" instead of "10%".
<b>7.2.6</b>	Add the words "together with all net interest accrued thereon".
<b>8.1</b>	Delete the words "on reasonable grounds" in the first line.
<b>8.1.3</b>	The words "14 days" are deleted and replaced with "7 days"
<b>12.3</b>	Deleted.
<b>13</b>	Deleted.
<b>14.2</b>	The words "in accordance with clause 43" are inserted at the of the sentence.
<b>14.4</b>	Deleted.
<b>14.7</b>	Deleted.
<b>16.6</b>	Insert the words "not less than 7 days prior to the completion date" after the word "if" in clause.
<b>16.7</b>	Delete the words "by cash (up to \$2000.00)".
<b>20.6</b>	Adding clause 20.6.8 as follows: <ul style="list-style-type: none"> <li>i. Served if it is sent by electronic mail (email) to the party's solicitor. The document is to be treated as duly served when the email is sent except where: <ul style="list-style-type: none"> <li>a. The sender receives a message on its email platform that the email has not been delivered, in which case the document is to be treated as not having been served; or</li> <li>b. The email is sent on a day which is not a business day or after 5.00pm on a business day, in which cases the document is to be treated as having been served at 9.00am on the next business day."</li> </ul> </li> </ul>
<b>23</b>	Deleted.
<b>24</b>	Deleted.
<b>25</b>	Deleted.
<b>26</b>	Deleted.

27	Deleted.
28	Deleted.
29	Deleted.

### 34. DEFINITIONS

34.1. These definitions apply in any form:

<b>Authority or Authorities</b>	means any government, semi or local government, statutory or other authority or body
<b>Building</b>	means the building or buildings comprising the residential units to be constructed or completed on the Land in accordance with the Development Consent and as otherwise specified in this contract
<b>Building Plans</b>	means the Architectural plans
<b>By-Laws</b>	means the residential model by-laws instrument to be created upon registration of the Strata Plan, as may be amended under the terms of this Contract a copy of which are annexed
<b>Clause</b>	means a numbered term or condition of this Contract
<b>Commissioner</b>	Has the meaning given to that term in the <i>Taxation Administration Act 1953</i>
<b>Completion Date</b>	means the later of: (a) 42 days from the date of this contract; (b) 21 days after the date upon which Vendor serves the Completion Notice; (c) 21 days after the date upon which the Vendor serves a copy of the Occupation Certificate
<b>Completion Notice</b>	means the notice served by the Vendor on the Purchaser advising that the Strata Plan has been registered by NSW Land Registry Services.
<b>Council</b>	means Campbelltown Council
<b>Default Rate</b>	means 10% per annum
<b>Defects</b>	means any defects or faults in the property due to faulty materials or workmanship but does not include normal maintenance, fair wear and tear, minor shrinkage or minor settlement cracks, variations in colour shade, textures, makings or finish attribute to the type of material, and any defect caused by the Purchaser or any person claiming through or under the purchase
<b>Defects Notice</b>	means a written notice identifying any Defects in the Property the Purchaser wishes to be rectified subject to the definition of Defects
<b>Defects Period</b>	means the period commencing on the date of completion and ending on the date 3 months after the date of completion
<b>Development Approval</b>	means the development approval issued by the relevant authority in respect of the Development Approval DA

	1124/2018/DA-M and all other approvals and consents issued from council or any other agency or person that the Vendors considers necessary to allow the Development Works to be carried out together with any amendments, variations or court orders relating to or evidencing such consents, permits and approvals and the conditions thereof
<b>Development Works</b>	means any demolition, site works, construction, landscaping, fit out, installations or ancillary work required to carry out the works contemplated by the Development Approval or required to achieve registration of the Strata Plan in respect of the Parcel
<b>Disclosure Statement</b>	means the disclosure statement Annexed to this Contract and includes each of the following documents attached to the disclosure statement; (a) The schedule of finishes; (b) The draft strata plan; (c) The draft by-laws; (d) The draft easements
<b>Draft by-laws</b>	means the draft by-laws for the property attached to the disclosure statement
<b>Draft easements</b>	means the draft easements for the draft strata plan set out in the draft section 88B instrument and restriction of use form attached the disclosure statement
<b>Draft strata plan</b>	means the draft strata plan attached the disclosure statement
<b>Easements</b>	means easements, restrictions on use and positive covenants benefiting or burdening any part of the property which exist or may be created up until completion of the property
<b>EP&amp;A Act</b>	means <i>Environment Planning and Assessment Act 1979</i> NSW
<b>Expert</b>	means a person nominated by the president of the <i>Royal Australian Institute Architects NSW Chapter</i>
<b>FIRB</b>	means the <i>Foreign Investment Review Board</i> or any subsequent body
<b>Foreign Person</b>	means the meaning giving to that term in the <i>Foreign Acquisitions and Takeovers Act 1975</i>
<b>Floor Plan</b>	means the draft floor plan attached to this Contract
<b>GST</b>	means any tax, levy, charge or other impost imposed pursuant to the <i>A New Tax System (Goods and Services) Act 1999</i> or any other Act of Parliament or Regulation of the Commonwealth of Australia which the Vendor is obliged to pay in respect of the sale or supply of the subject matter of this contract
<b>GST Act</b>	means the <i>A New Tax System (Goods and Services) Act</i>
<b>GST withholding amount</b>	means the amount that the Purchaser is required to withhold on account of GST from the purchase price and pay to the Commissioner as notified by the Vendor
<b>Interest Rate</b>	means the interest rate of 10% per annum



<b>Land</b>	means 5a/7 Glenfield Road, Glenfield.
<b>LRS</b>	means NSW Land Registry Services
<b>Lot</b>	means a lot in the Strata Plan
<b>Major Defect</b>	means a physical fault or defect in the Property which, because of its nature, requires urgent attention or makes the Property uninhabitable; an occupation certificate is conclusive evidence that there are no defects which make the Property uninhabitable or dangerous at the time of the issue of the Occupation Certificate
<b>Material Particulars</b>	<p>means changes to the information provided in the Disclosure Statement, including changes to;</p> <ul style="list-style-type: none"> <li>a) correct information that was inaccurate as at the date of this contract;</li> <li>b) the draft plan</li> <li>c) by-laws</li> <li>d) schedule of finishes</li> <li>e) easements or covenants</li> <li>f) the strata management statement or building management statement</li> </ul> <p>that will, or is likely to adversely affect the use or enjoyment of the Lot being sold, but excluding, changes to;</p> <ul style="list-style-type: none"> <li>a) the proposed Lot number or street name</li> <li>b) or the inclusion of, a provision for the allocation of the costs of shared expenses in a building management statement or strata management statement;</li> <li>c) or the inclusion of the specific location or area of the parking or storage area, but only if the change or inclusion is made according to the terms of the contract</li> </ul>
<b>Material Variation Notice</b>	means a notice given by the Vendor disclosing changes to Material particulars
<b>Net interest</b>	means any interest earned on the investment of the deposit after the deduction of all proper government taxes and financial institution charges and other charges.
<b>Occupation Certificate</b>	means the occupation certificate issued under division 6.2 of the <i>Environmental Planning and Assessment Act 1979</i> (NSW) in respect of the property and in relation to the Building, or part of the Building, of which the Lot and access to the Lot form part
<b>Owners Corporation</b>	the Owners Corporation created on registration of the Strata Plan
<b>Parcel</b>	means the land comprising the lots and common property the subject of the Strata Plan
<b>Property</b>	means the property described in the front page of this Contract for Sale
<b>Rates and Taxes Assumptions</b>	means \$300.00 per quarter for Water rates, \$1,000.00 per annum for Council rates, \$1,000.00 per annum for

	Land Tax, percentage of unit entitlement for insurance premium or building cost.
<b>Requisitions</b>	means the requisitions on title which are annexed to this Contract
<b>Schedule of Finishes</b>	means the draft schedule of fixtures and finishes a copy of which is annexed to this Contract
<b>Section 88B instrument</b>	means the instrument setting out terms of any easements created or released and restrictions on the use of the Land or positive covenants intended to be created pursuant to Section 88B of the <i>Conveyancing Act 1919</i> or Section 7(3) of the <i>Strata Schemes (Freehold Development) Act, 1973</i>
<b>Strata Lot</b>	means a lot in the strata scheme under the Development Act
<b>Strata Plan</b>	means the draft strata plan a copy of which is attached to this contract and "Plan" shall have the same meaning where the context suffices
<b>Sunset Date</b>	means 31 December 2022 or as extended under clause 40
<b>Utility Lot</b>	means all or one or more of the lots in the Plan designed to be used primarily for the parking of motor vehicles or storage (if any) and not for human occupation as a residence, office, shop or the like
<b>Vendor Disclosures</b>	means: <ul style="list-style-type: none"> <li>(a) all the information appearing in the copy documents attached to this Contract even if the Contract does not specifically refer to it;</li> <li>(b) the position of the sewer or connection to the sewer on the Land or Parcel may not be the same as that identified on any sewerage service diagram attached to this Contract;</li> <li>(c) the Vendor may (but is not obliged to) create by-laws to permit the installation and operation of conduit or vents and/or the placing of any air conditioning plant or machinery on or through the common property;</li> <li>(d) the Property is part of a development involving a strata plan of subdivision which consists of 34 residential units</li> </ul>
<b>Vendor GST Withholding Notice</b>	Means the notification required to be made by the Vendor under the <i>Taxation Administration Act 1953</i> which states whether or not the Purchaser is required to make a payment of a GST Withholding Amount.
<b>Withholding amount</b>	means the amount the Purchaser is required to pay to the Commissioner under Section 14-200(3) of Schedule 1 to the Taxation Administration Act

### **33.INTERPRETATION AND GENERAL MATTERS**

- 33.1.** Headings are for ease of reference only and do not affect the interpretation of this Contract.
- 33.2.** If there is any inconsistency between these additional clauses and the printed conditions or any annexure to this Contract, then these additional clauses apply.
- 33.3.** Each clause and subclause of these additional clauses of this Contract are severable from each other clause and subclause and, if for any reason, any clause or subclause is invalid or unenforceable it cannot prejudice or in any way affect, the validity or enforceability of any other clause or subclause.
- 33.4.** A reference to a person includes an individual, firm, corporation, unincorporated association, joint venture and an authority.
- 33.5.** A reference to any party to this Contract includes that party's executors, administrators, substitutes, successors and permitted assigns.
- 33.6.** Where the Purchaser or guarantor consists of two or more persons, this Contract benefits and binds them jointly and severally.
- 33.7.** The words "includes or including" in any form are not to be taken as a limitation.
- 33.8.** A party that is a trustee is bound both personally and in its capacity as a trustee.
- 33.9.** Rights under this Contract that can apply after completion shall continue to apply after completion.
- 33.10.** The parties acknowledge that they have authorised the firms nominated on the front cover of this Contract as their legal representative, on behalf of them to make and initial amendments to the terms and conditions of the Contract before, at or after the date of this Contract; and;
- 33.11.** Negotiate and enter into binding variations to the terms and conditions of this Contract by way of exchange of letters.
- 33.12.** Neither party is required or entitled to make any further enquiry about the nature and accuracy of the other party's representative's instructions or authority.

### **34.PAYMENT OF THE DEPOSIT**

- 34.1.** The deposit may be paid to the Vendor by Cheque or a Bank Guarantee (subject to clause 36) upon on the making of this Contract;
- 34.2.** In the event that the Purchaser fails to pay the deposit within the time periods referred to in clause 34.1 the Vendor shall be entitled to terminate this Contract and forfeit any deposit paid at that time.
- 34.3.** Notwithstanding any other clause or notation made on or this contract, the parties agree that the deposit is 10% of the purchase price.

### **35. INVESTMENT OF DEPOSIT**

- 35.1.** The Purchaser/s must provide to the depositholder, as soon as practicable, after the date of this contract but no later than 10 business days after the date of this contract;
- (a) The date of birth of each Purchaser;
  - (b) Tax File Number (if available) for each Purchaser.
- 35.2.** The Purchaser acknowledges that tax on the interest may be deducted if it fails to provide to the Vendor's agent the Purchaser's Tax File Number on or prior to the date of this Contract.
- 35.3.** The parties release the depositholder from any claim concerning the investment of the deposit under this contract.
- 35.4.** In the event the deposit is invested the party entitled to the deposit on completion, termination or rescission of this Contract (whichever occurs) bears the risk of loss of the deposit.
- 35.5.** If a party terminated this Contract because of the other party's default, then the non-defaulting party shall be entitled to the net interest.
- 35.6.** If a party validly rescinds this Contract, that party shall be entitled to the net interest.
- 35.7.** If this Contract is completed, the net interest shall be shared equally between the Purchaser and the Vendor, less any Bank charges, government charges, fees and taxes before the payment is made to the Vendor and Purchaser.

### **36. DEPOSIT GUARANTEE**

- 36.1.** The following clause applies only if the Purchaser has paid the deposit by way of a Deposit Guarantee.
- 36.2.** The Deposit Guarantee;
- (a) must be an unconditional guarantee issued in favour of the Vendor/s;
  - (b) must be an Australian Bank or such other institution as may be approved by the Vendor and which must be acceptable to the Vendor in its sole discretion.
  - (c) must be valid and enforceable;
  - (d) must have no expiry date or not expire earlier than 2 months after the sunset date;
  - (e) must be delivered to the Vendor's Solicitor on or before the date of this Contract;

- (f) be deemed for the purposes of this contract to be payment of the deposit in accordance with this contract.

**36.3.** The Purchaser must pay the amount stipulated in the Deposit Guarantee to the Vendor by bank cheque or EFT Payment on completion of this Contract or at such other time as this Contract may require the deposit to be paid to the Vendor.

**36.4. REPLACEMENT OR SUBSTITUTION**

- (a) The Deposit Guarantee must be valid until the earlier of completion or the Registration Date or any extensions thereof under this Contract. If for any reason the Deposit Guarantee is not valid, or ceases to be valid, and the Vendor serves a notice in writing on the Purchaser requiring a valid Deposit Guarantee to be issued in substitution thereof or a deposit satisfactory to the Vendor the Purchaser must deliver to the Vendor a valid Deposit Guarantee or satisfactory deposit within 21 business days of receipt of the notice in writing.
- (b) If the Deposit Guarantee has an expiry date which occurs 3 months before the Registration Date, the Purchaser must replace the Deposit Guarantee with either a bank cheque in favour of the Vendor's solicitors Trust Account for the deposit or a replacement Deposit Guarantee which has an expiry date occurring 15 months after the previous. The Purchaser must at its own cost replace the Deposit Guarantee and deliver same to the Vendor's solicitors within 21 business days.
- (c) If the Vendor at any time notifies the Purchaser in writing that it requires the Deposit Guarantee to be reissued to a party other than the Vendor, the Purchaser must at the Vendor's reasonable expense, have the Deposit Guarantee reissued and delivered to the Vendor's solicitor within 28 days of receiving the Vendor's notice in writing.
- (d) If the provider of the bank guarantee is insolvent or ceases to carry on the business (event date), then the Purchaser must give to the Vendor or their solicitor a substitute Bank Guarantee which complies with clause 36.2 within 5 business days of the event date.
- (e) The Deposit Guarantee must be valid until the earlier of completion or the Registration Date or any extensions thereof under this Contract. If for any reason the Deposit Guarantee is not valid or ceases to be valid and the Vendor serves notice in writing on the Purchaser requiring a valid Deposit Guarantee to be issued in substitution thereof or a deposit satisfactory to the Vendor the Purchaser must deliver to the Vendor a valid Deposit Guarantee or satisfactory deposit within 21 business days of receipt of the notice in writing.

**36.5.** If the Purchaser fails to provide either a bank cheque or a replacement deposit guarantee under clauses 34 or 36, then the Purchaser will have breached an essential term of this contract. The Vendor may then, at its election, terminate this contract or leave the contract on-foot.

**36.6.** The Vendor may call on the Bank Guarantee if;

- (a) The Purchaser does not comply with any of the above clauses;
- (b) The Purchaser fails to pay the deposit on completion or is deemed to fail to pay the deposit under clause 2;
- (c) The Vendor terminates this Contract.

**36.7.** If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, then, to the extent that the amount has not already been paid by the Guarantor under the Deposit Guarantee, the Purchaser must immediately pay the deposit (or so much of the deposit as has not been paid) to the deposit holder.

### **37. TRUST PURCHASER**

**37.1.** This clause applies whether or not the Vendor had notice of the trust.

**37.2.** The Purchaser acknowledges that it is bound under this contract both personally and its capacity as trustee of the trust.

**37.3.** The Purchaser warrants that;

- (a) The trust was validly created and in existence at the date of this contract;
- (b) It holds required authority to exercise powers under the Trust.

**37.4.** Upon request the Purchaser will hand to the Vendor copies of all documents establishing or amending the trust.

**37.5.** The Purchaser will immediately advise the Vendor of any material change to the trust including any amendment, revocation, transfer of assets, removal or appointment of any trustee.

### **38. GUARANTEE AND INDEMNITY**

**38.1.** The guarantor/s acknowledges that;

- (a) it gives the guarantee and indemnity;
- (b) it entered into the Contract of Sale subject to its terms and conditions and has considered their provisions prior to entering into the contract;
- (c) its compliance with its obligations under the Guarantee and Indemnity is an essential term of this Contract.

**38.2.** The Guarantor means each director of the Purchaser or trustee of a trust as at the date of this Contract, if;

- (a) the Purchaser is a Corporation (other than a corporation listed on any Australian Stock Exchange), then the Purchaser acknowledges that the directors of the company give the guarantee and indemnity.
- (b) the Purchaser is a trustee of a trust and the Purchaser is a corporation then the Purchaser acknowledges that the directors of the company and the beneficiaries of the trust give the guarantee and indemnity.
- (c) the Purchaser is a trustee of a trust and the Purchaser is an individual then the Purchaser and the beneficiaries acknowledge that it gives the guarantee and indemnity in its personal capacity.

### **38.3. GUARANTEE**

- (a) The Guarantors jointly and severally guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this Contract.
- (b) Should the Purchaser not comply with its obligations in accordance with the contract, then the guarantor undertakes to comply with those obligations on demand from the Vendor, whether or not the Vendor has made those same demands on the Purchaser.

### **38.4. INDEMNITY**

- (a) The Guarantor indemnifies and must keep indemnified the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor, resulting or arising from;
  - i. any failure by the Purchaser to perform or observe any of the obligations on its part to be performed or observed;
  - ii. a liquidator disclaims this contract;
  - iii. the Purchaser becomes insolvent.

The Guarantor agrees to pay amounts due under this clause on demand from the Vendor.

- (b) This guarantee is a continuing guarantee and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter despite any intervening payment, settlement. This guarantee is deemed to constitute a principal obligation between the Guarantors and the Vendor and shall not merge upon rescission or termination of this Contract.
- (c) This clause operates as a Deed between the Vendor/s and the Guarantor/s. The Deed constituted by this clause binds each party who

signs it, even if unsigned by the other party, or if the execution by other party is void, defective or voidable.

- (d) This Guarantee shall be a principal obligation as between the Guarantor/s and the Vendor and shall not be affected by any claim which the Purchaser may have or claim to have against the Vendor on any account whatsoever.
- (e) The liability of the Guarantor/s hereunder shall not be impaired by:
  - i. the Vendor granting time or indulgence to the Purchaser; or
  - ii. the Purchaser being wound up or passing a resolution for its liquidation or by the appointment of a receiver thereof; or
  - iii. by the Vendor waiving any breach or default by the Purchaser or the Guarantors; or
  - iv. by the Purchaser or any Guarantor being a natural person becoming bankrupt or entering into any composition or arrangement with his creditors or assigning his estate or any part thereof for the benefit of creditors or becoming of unsound mind or dying.

**EXECUTED as a Deed**

<p>Signed Sealed &amp; Delivered by:</p>  .....  .....	<p>In the presence of:</p>  ..... Name of Witness  ..... Signature of Witness
--	---

**39.FIRB**

**39.1. PURCHASER WARRANTS THAT IT IS NOT A FOREIGN PERSON**

- (a) The Purchaser warrants that as at the date of this contract and at completion that the Purchaser;
  - i. is not a foreign person for the purposes of the FIRB Act;
  - ii. is it not required to given notice to the relevant authority of its intention to acquire the property?



- (b) The warranty provided in clause 39.1 is an essential term of the contract and the Purchaser acknowledges that the Vendor has relied on the Purchaser's warranty prior to entering to the contract.
- (c) The Purchaser indemnifies the Vendor against any liability, loss or costs suffered by the Vendor in connection with any breach of this warranty.

**OR**

#### **39.2. PURCHASER DISCLOSES THAT IT IS A FOREIGN PERSON**

- (a) This contract is conditional upon and subject to the Purchaser obtaining FIRB Approval;
- (b) The Purchaser's obligations under clause 39.2 are essential
- (c) The Purchaser must;
  - i. Within 5 business days after the date of this contract, make an application for FIRB Approval;
  - ii. Execute and provide any documents required by the Vendor and pay any fees or taxes imposed by the FIRB Act;
  - iii. Within 5 business days of receiving the approval, forward to the Vendor all correspondences in respect of the application, including but not limited to, the final approval and FIRB's advice of its determination of the application.
- (d) Should the Purchaser's application for approval be refused, this contract will be deemed to be rescinded and clause 19 shall apply.
- (e) If the Purchaser fails to notify the Vendor that the FIRB Approval has been obtained within 28 days after the date of this Contract (Approval Date) of the date the Vendor may at its discretion;
  - i. Rescind this contract by notice to the Purchaser and clause 19 shall apply;
  - ii. Extend the Approval Date by a period determined by the Vendor in its sole discretion.

#### **40. CONDITIONS PRECEDENT/ REGISTRATION OF THE STRATA PLAN**

**40.1.** Completion of this contract is conditional upon the registration of the Strata Plan by the Sunset Date. However, if construction or completion of the Development Works is delayed due in whole, or part, to anything beyond the Vendor's sole control including but not limited to:

- (a) any delays in the Vendor obtaining the necessary approvals from any Authority for the construction of the Property or the registration of the Strata Plan;

- (b) inclement weather or conditions resulting from inclement weather;
- (c) any civil commotion, strikes or lockouts affecting the progress of the Development Works or affecting the supply or manufacture of materials required for the carrying out of the Development Works;
- (d) any matter or thing beyond the Vendor's Control.

**40.2.** Then the Vendor in its absolute discretion may at any time thereafter by written notice or notices to the Purchaser extend the Sunset Date by the period of the delay, provided that the Vendor does not extend the Registration Date by more than 12 months after the original Sunset Date without the Purchaser's written approval.

**40.3.** If registration of the Strata Plan is not effected by the Sunset Date or any extension thereof then either party can, but only between the Sunset Date and the date that the Strata Plan is actually registered, rescind by giving the other party notice in writing and the parties shall have no other right or claim against each other. In any event, the Vendor shall not be otherwise liable for any delay in such lodgement or registration.

**40.4.** If the Occupation Certificate is not issued by the Sunset Date, or any extension thereof, then the Purchaser can by notice in writing to the Vendor rescind by giving notice in writing to the Vendor and the parties shall have no other right or claim against each other.

**40.5.** The Vendor must give a Completion Notice to the Purchaser promptly after registration of the Strata Plan.

#### **41. CAPACITY.**

**41.1.** Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity had this clause not been included, it is agreed that if the Purchaser:

- (a) is a Corporation and resolves to go into liquidation or has a petition for the winding up presented or if any liquidator, provisional liquidator, administrator, receiver, receiver and manager or official manager is appointed in respect of the Purchaser or enters into any scheme or makes any assignment for the benefit of creditors then the Purchaser will have failed to comply with an essential provision of this Contract and the Vendor party may by notice in writing terminate this contract whereupon provisions of clause 19 will apply; or
- (b) is a natural person(s) and dies the Vendor may by notice in writing to the Purchaser or his Solicitors rescind this contract whereupon the provisions of clause 19 shall apply; or is declared bankrupt or enters into any scheme or makes any assignment for the benefit of creditors then the Purchaser will have failed to comply with an essential provision of this Contract and the Vendor may by notice in writing terminate this contract.

**41.2.** The Purchaser warrants that it has;

- (a) full and unqualified power and authority to enter into this Contract;
- (b) the financial capacity to perform its obligations under this Contract;
- (c) obtained or does not need to obtain consent, approval or resolution, including from a third party, to enter into this contract.

## **42. ADJUSTMENTS AND CHARGES**

**42.1.** In addition to any other right under the contract, the Purchaser and the Vendor agree to make the following adjustments at completion:

- (a) If on the Completion Date there is no separate assessment with respect to the Property for Water Rates, Council Rates or Land Tax then notwithstanding any other provision of this Contract, the amount of and the period of calculation on which the relevant settlement adjustments are calculated is to be determined on the basis of the "Rates and Taxes Assumptions".
- (b) All of the above adjustments are to be made on an 'as paid' basis and no regard shall be had to and no further adjustments will be required for the actual assessment/s that may subsequently be issued for the Property or the Parcel.
- (c) The Vendor and the Purchaser must adjust any regular periodic contributions in respect of the strata scheme levied as at the date of completion. In addition, the Purchaser shall reimburse the Vendor the proportion of the unexpired portion of the insurance premiums paid by the Vendor upon registration of the strata plan which the unit entitlement of the property bears to the total of the unit entitlements of all the Lots in the strata scheme.
- (d) The Vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoings until the time when completion of this Contract for Sale is effected. The Vendor shall not be deemed to be unable, nor ready or unwilling to complete this Contract by reason of the existence of any charge on the property for any rate, tax or outgoing, and shall be entitled to serve a Notice to Complete on the Purchaser, notwithstanding that at the time that such Notice is issued or any time thereafter, there is a charge on the property for any rate, tax or outgoing.
- (e) If a mortgage, caveat or PPSA is recorded on the folio for the property or any part of the property the Vendor must on or before completion procure the release of the mortgage or PPSA or withdrawal of caveat;
- (f) The Vendor will provide the Purchaser with an information certificate under section 184 of the Strata Schemes Management Act 2015 (NSW).

### **43. BUILDING WORKS**

**43.1.** The Vendor must do everything reasonably necessary to ensure that the Building is completed:

- (a) in a proper and workmanlike manner using good quality and suitable materials;
- (b) in accordance with the Approvals as varied from time to time; and
- (c) in accordance with the Strata Plan and Schedule of Finishes.
- (d) The Vendor can, without being required to give notice to the Purchaser:
  - i. vary the Floor Plan provided there is no substantial alteration to the design or layout of the Apartment forming part of the Property;
  - ii. alter the colour and materials of any external areas of the Building and paint such areas in a colour chosen by the Vendor in its absolute discretion provided it accords with the Approvals;
  - iii. make construction amendments:
    - 1. to meet, or as a consequence of meeting, the requirements of any relevant authority;
    - 2. to substitute materials if those materials are difficult to obtain or no longer available;
    - 3. as required for the proper construction of the Building including without limit varying the position of the service riser ducts; or
    - 4. as desired by the Vendor from time to time acting reasonably and having regard to the terms of the Development Consent.

### **44. MATERIAL VARIATION NOTICE AND PURCHASER'S RIGHTS OF RESCISSION**

**44.1.** The Vendor must serve a Material Variation Notice on the Purchaser at least 21 days prior to completion disclosing changes to the following;

- (a) The Draft Strata Plan;
- (b) By-Laws;
- (c) Schedule of Finishes;
- (d) Easements or covenants;

**44.2.** The Purchaser acknowledges that the following changes are not "Material Particulars" and notification of the changes is not required to be served on the Purchaser by the Vendor, the Purchaser will have no right to claim compensation, delay settlement or rescind;

- (a) Changes to the proposed Lot number or street name;
- (b) a change to, or the inclusion of, a provision for the allocation of the costs of shared expenses in a building management statement or strata management statement;
- (c) a change to, or the inclusion of the specific location or area of the parking or storage area, but only if the change or inclusion is made according to the terms of the contract;
- (d) changes to the internal arrangement of fixtures;
- (e) Colour scheme selection made by the Vendor pursuant to clause 65.
- (f) Construction variation made pursuant to clause 46.

**44.3.** The Purchaser may rescind this contract by giving notice to the Vendor within 14 days of receipt of a Material Variation Notice issued by the Vendor, if:

- (a) the variation adversely affects the use or enjoyment of the Lot;
- (b) the Purchaser would not have entered into the contract had the Purchaser been aware of the Material Variation;
- (c) the Purchaser is materially prejudiced by the change.

Time is of the essence.

**44.4.** If the Purchaser elects not to rescind this contract under clause 46.3 then;

- (a) The Disclosure Statement is taken to be amended in accordance with the Material Variation Notice;
- (b) The Purchaser may make a Compensation claim for the change, up to 2% of the purchase price;
  - i. if the parties cannot agree to resolve a compensation claim, the claim can be referred to an arbitrator.
  - ii. The Arbitrator's decision is final, and the Purchaser is not longer able to rescind the contract because of the change to the Material Particular.

**44.5.** The Purchaser must exercise their right to rescind or claim compensation within 14 days of being served with the Material Variation notice or the registered plan that reveals the inaccuracy.

## **45. DEFECTS**

**45.1.** Within the defects period the Purchaser may serve ONE Defects Notice on the Vendor.

- 45.2.** The Vendor will rectify and make good any faults or defects (other than normal wear and tear) which may appear in the Property and Common Property due to faulty materials or workmanship within a reasonable time after expiry of the defects period provided that the Purchaser serves notice of such faults or defects on the Vendor within the defects period and in this regard time is of the essence.
- 45.3.** This clause does not apply to nor includes normal maintenance, normal wear and tear, minor shrinkage and minor settlement cracks. Except in the case where delay is likely to cause further damage to the Property or to persons lawfully using it or it makes the Property uninhabitable or dangerous (in which case the Vendor must rectify the defects immediately).
- 45.4.** The Vendor shall not be obliged to effect any repairs pursuant to this clause until the expiry of the defect period after completion.
- 45.5.** The Purchaser cannot serve a Defects Notice on the Vendor prior to completion unless the defect is a Major Defect, in which event the Vendor must repair the Major Defect prior to completion.
- 45.6.** The Purchaser shall not be entitled to delay settlement on account of any defect or fault other than a Major Defect.
- 45.7.** The Purchaser acknowledges that the Occupation Certificate is conclusive evidence that there are no defects which make the property uninhabitable.
- 45.8.** The Purchaser must give the Vendor and its contractors access to the property to inspect and rectify any defects or defective building work.

## **46. DISPUTE RESOLUTION**

- 46.1.** If there is a disagreement about any matter referred to in clause 47 then the parties agree that;
- (a) The Purchaser cannot delay completion, rescind or terminate;
  - (b) They will use reasonable endeavours and act in good faith to resolve the disagreement between themselves;
  - (c) Should the parties be unable to resolve the disagreement between themselves, either party may refer the matter to an Arbitrator.
- 46.2.** If:
- (a) either the Purchaser or the Vendor gives notice in writing to the other (within 3 months of the registration of the Strata Plan) in relation to a dispute about the rectification or existence of any fault or defect and the parties are unable to resolve the dispute within 28 days of that notice then the dispute must be submitted to an Arbitrator nominated by the Vendor (the "Arbitrator").

- (b) The Arbitrator is to act as an arbitrator and not an expert and both parties may make written submissions to the Arbitrator as to the subject of the dispute.
- (c) The Arbitrator's decision is final, and binding and the costs of the decision will be borne by the parties in such shares as the Arbitrator may determine.
- (d) If the decision of the Arbitrator is such that a rescission of the Contract is not permitted, then the Completion Date will be the later of the Completion Date and 21 days after the determination by the Arbitrator.
- (e) If the Arbitrator is unable or unwilling to make a decision or does not make a decision with 28 days after the dispute is referred to them, then either parties may request the president of the Royal Australian Institute Architects NSW Chapter to nominate an expert.

## **47. NORMAL WEAR AND TEAR**

- 47.1.** The Purchaser acknowledges and agrees that where natural materials, reconstituted materials or tiles are used for floor coverings, wall coverings or counter tops, their appearance may vary from samples exhibited to the Purchaser and the normal use of those materials may result in changes in the colour, appearance or finish of these materials.
- 47.2.** The Purchaser acknowledges that the finishes in the Lot may include natural finishes such as stone and timber and such natural finishes have the following characteristics:
- (a) they are subject to wear and tear and have a limited life span;
  - (b) they are a natural product that may vary in colour and grain;
  - (c) timber naturally absorbs and releases moisture, hence shrinkage or expansion and leaching may occur and anything that alters temperature or moisture such as heaters, air-conditioners, clothes dryers, fireplaces and direct sunlight can increase the occurrence of shrinkage or expansion of the timber finishes; and
  - (d) staining and soiling of natural stone may occur if a staining agent is spilt onto the stone and not wiped and cleaned immediately;
  - (e) the Purchaser acknowledges that depending on the colour scheme selected, part of the joinery in the kitchen and living area may be timber veneer and that in accordance with the supplier's and manufacturer's recommendations, care should be taken to ensure that such finishes are not exposed to water.

## **48. VENDOR'S RIGHTS AND OBLIGATIONS**

**48.1.** The Vendor may, in its absolute discretion:

- (a) conduct selling and leasing activities on the Parcel but not the Property;

- (b) place and maintain on the Parcel (but not the Property) signs, advertisements, boards, writing, plates, signals, illuminations, banners and insignia in connection with those selling and leasing activities;
- (c) procure the appointment of a licensed strata managing agent for the strata scheme.
- (d) apply for approval from the Foreign Investment Review Board for approval to sell up to half of the residential Lots to foreign residents whether in the terms of the FIRB Letter or otherwise.
- (e) may make changes to the area of the subject strata plan, including a reduction in the area of the apartment forming part of the property up to 5% from that shown on the draft strata plan attached to the Disclosure Statement.
- (f) replace a document or plan attached to this contract with a replacement document or plan in accordance with clause 46.

The Purchaser may not make any objection, requisition or claim for compensation or delay completion or rescind or terminate this contract by reason of any of the Vendor exercising any of its rights contained in this clause.

**48.2.** The Vendor must with all due speed and expedition:

- (a) subject to any other provision of this contract, cause the items specified in the Schedule of Finishes to be finished and installed in the Property in a proper and workmanlike manner and substantially in accordance with the Schedule of Finishes;
- (b) obtain an Occupation Certificate from the Council or from another prescribed verifying authority or person which shall be sufficient evidence that the Vendor has complied with its obligations under this clause;
- (c) use its reasonable endeavours to register the Plan as a Strata Plan with the NSW Land Registry Services before the Sunset Date;
- (d) upon registration of the Strata Plan, cause the Owners Corporation to effect all insurances required to be effected by the Strata Schemes Management Act 1996 and otherwise cause compliance with the obligations of an original proprietor under such Act;
- (e) ensure that all rates are paid for the period then current at settlement if the Purchaser makes the adjustments in accordance with this Contract;
- (f) provide to the Purchaser, as soon as practicable following completion, any manufacturer's warranties in respect of any fixtures, fittings or plant installed on the Property as are reasonably obtainable. Where they are not personal, they are to be taken as having been assigned to the Purchaser by virtue of completion;



- (g) subject to any other provision of this contract cause the Development Works to be carried out in a proper and workmanlike manner as expeditiously as possible and generally in accordance with the Development Consent but in any event by the Registration Date. A Council or an accredited certifier's certification of the Strata Plan and Occupation Certificate will be sufficient evidence that the Vendor has complied with its obligations under this clause.

## **49. PURCHASER'S PROMISES**

### **49.1. The Purchaser acknowledges and agrees that:**

- (a) the Purchaser is purchasing the Property as a result of the Purchaser's own inspection and enquiries and, if the improvements on the Property have been completed, in their present condition and state of repair and subject to all faults and defects both latent and patent;
- (b) the Vendor has not nor has anyone on the Vendor's behalf, made any warranty or representation in respect of the Property including without limitation; its state of repair, its fitness or suitability for any use, any rights or privileges relating to the Property, any financial return to be derived from the Property, the neighbourhood, or any improvements erected or to be erected on the Property that are not specifically referred to in this contract and that this Contract represents the entire agreement between the Vendor and the Purchaser. The Purchaser enters into this Contract relying on his own inquiries relating to the Property, and not on any marketing material provided by or on behalf of the Vendor.
- (c) the Purchaser has satisfied itself as to the terms of all building and development consents, if any, relating to the Property and the use to which the Property may be put with or without those consents;
- (d) the Purchaser has reviewed and satisfied itself as to the matters disclosed by the Vendor in the Vendor Disclosures;
- (e) the provisions of this contract contain the entire agreement between the parties despite any negotiations or discussions held or documents signed or brochures or forecasts produced and that any measurements or scales which appear in any plan or document annexed to this Contract are approximate and indicative only (other than the area of the Property);
- (f) the Purchaser has not been introduced to the Vendor or to the Property by any Real Estate Agent other than the Vendor's Agent named on the front page of this contract and the Purchaser indemnifies the Vendor and will continue to indemnify the Vendor against any claim for commission made by any Real Estate Agent (who purports to have introduced the Purchaser to the Property) other than the Vendor's Agent in breach of this warranty and the Vendor warrants that it has not appointed any real estate agent entitled to commission in connection with the sale of the Property other than the Vendor's agent named on the front page of this Contract;

- (g) the Purchaser or any person associated with the Purchaser must not lodge a caveat on the Property or the Parcel.
- (h) unless specified on the front page of this contract in the description of the Property, no Utility Lot is included.
- (i) the Purchaser shall not be entitled to require the Vendor prior to settlement to register a discharge of any mortgage or withdrawal of any caveat or other encumbrance affecting the subject land, but will accept on settlement. a properly executed discharge of any such mortgage, withdrawal of caveat or other document as appropriate as regards the Lot(s) hereby agreed to be sold together with appropriate registration fees.

## **50. RIGHTS TO OBJECT**

**50.1.** The Purchaser may not make any objection, requisition or claim for compensation or delay completion or rescind or terminate this contract by reason of:

- (a) any matter disclosed or referred to in these special conditions, the Vendor Disclosures or any document attached and forming part of this contract;
- (b) any matter acknowledged or disclosed in this contract or any right granted to the Vendor in this Contract;
- (c) the position or proposed position and location of any drainage pipe or watercourse or any services to the subject lot, the Land or the Parcel including sewer, gas, electricity, water and telephone as they may affect or pass through the Property or lack thereof or, that the sewer as described in the Sewerage Diagram annexed hereto, may not represent the position of the sewer on completion;
- (d) the Purchaser cannot make any objection, requisition or claim for compensation in relation to the position or the proposed position and location of any service to the Property, or that such a service is a joint service with any other property or that any connection for a service passes through any other property. Without limiting the generality hereof, service in this context includes sewerage, gas, electricity, water, telephone or other telecommunication system.
- (e) any caveat on title created by the Purchaser or any person associated with them or claiming through them; and
- (f) any charge on the Property for any rate, tax or outgoing or any mortgage or caveat until completion of this contract.
- (g) any defects or faults which relate to normal wear and tear and minor shrinkage or settlement cracks and may not delay completion for any defect or fault identified prior to completion, except in the case of a Major Defect.

## **51. BY-LAWS**

**51.1.** The draft By-Laws to be registered in conjunction with the Strata Plan.

**51.2.** The Vendor reserves the right to vary the By-Laws so as to create further By-Laws in addition to or in substitution of the By-Laws which the Vendor considers necessary or desirable or which may be required by the Council provided that no such variation shall substantially, detrimentally and permanently affect the Property.

## **52. PURCHASER WILL GIVE EFFECT TO THIS AGREEMENT**

**52.1.** For the purposes of this contract the Purchaser agrees with the Vendor and his assigns that the Purchaser must:

- (a) if called upon by the Vendor, within twelve months from completion, vote in favour of any motion reasonably required by the Vendor to complete any aspect of the development provided that the motion is not inconsistent with the obligations of the Vendor under this Contract and the rights of the Purchaser under this Contract;
- (b) vote against any resolution proposed for consideration by a general meeting of the Owners Corporation the passing of which would prevent, curtail or inhibit the exercise by the Vendor of the rights of the Vendor under this Contract and vote in favour of any resolution proposed for consideration by a general meeting of the Owners Corporation the passing of which would enable the Vendor to exercise the rights of the Vendor under this Contract provided the motion is not inconsistent with the obligations of the Vendor under this Contract and rights of the Purchaser under this Contract.
- (c) not do or omit or suffer to be done or omitted any act matter or thing which would have the effect of rendering the voting rights in respect of the Property not capable of being exercised and in particular, but without limiting the generality of the foregoing.
- (d) duly pay all contributions levied by and payable by the Owner's Corporation in respect of the Property and any money recoverable from him under the Act by the Owners Corporation and will comply with any notice served upon him pursuant to Section 118 of the Act forthwith upon receipt of such notice
- (e) not request or procure either directly or indirectly any person or company having a mortgage over the Property to exercise any voting rights at general meetings of the Owners Corporation which such person or company may be entitled to exercise from time to time pursuant to the provisions of the Act
- (f) procure that any successor in title, executor, heir, assigns of the Purchaser will enter into a written agreement with the Vendor whereby that party assumes the Purchaser's obligations under this clause.

### **53. COMPLIANCE WITH STRATA SCHEME MANAGEMENT ACT**

- 53.1.** The Property, being or intended to be, a lot or lots on a Strata Plan within the meaning of the Strata Scheme Management Act 2015 (in this Clause called "the Act") the following provisions shall apply to the sale.
- 53.2.** The Purchaser shall take title subject to:
- (a) The provisions of the Act and the Regulations thereunder.
  - (b) The By-Laws created or to be created by virtue of registration of the Strata Plan subject only to such additions, variations, or deletions as are in substance disclosed in the Contract except to the extent provided for in this Contract.
  - (c) Such notifications, covenants, easements, and restrictions are noted on the Certificate of Title for the parcel except to the extent provided for in this Contract.
  - (d) Records of the Owners Corporation.
- 53.3.** The Vendor must prior to Completion establish the Strata Scheme including books and records as required by the Act.

### **54. GST**

- 54.1.** Unless otherwise expressly stated all prices or other sums payable or consideration to be provided are inclusive of GST.
- 54.2.** The parties agree that the margin scheme is to apply in working out the amount of GST on the supply of the real property under this contract.

#### **54.3. RESIDENTIAL WITHHOLDING PAYMENT**

- (a) The Vendor must;
  - i. On making of this contract serve in the form of page 2 of this contract, a Vendor's GST Withholding Notice; and/or
  - ii. 10 business day prior to the date for Completion, serve an amended or updated Vendor's GST Withholding Notice as required.
- (b) The Purchaser or Purchaser's agent must;
  - i. complete and lodge "Form one: GST property settlement withholding notification" and serve evidence of the notice on the Vendor no later than 5 days prior to the completion date;

- ii. complete and lodge "Form two: GST property settlement date confirmation" and serve evidence of the notice on the Vendor on the completion date;
- (c) The Vendor directs the Purchaser to make the required payment to the Commissioner for the GST withholding amount on completion.

## **55. LATE COMPLETION**

- 55.1.** If completion does not occur on or before 5:00pm on the completion date as a result of the breach of or default by a party, then the other party may:
- (a) at any time serve a notice requiring completion of this Contract on a specified date being not less than fourteen (14) days ("Notice Period") after the date of service of that notice; and
  - (b) make time of the essence for compliance with that notice.
- 55.2.** The parties agree that the Notice Period is sufficient.
- 55.3.** If the Vendor is entitled to issue a notice to the Purchaser under this Clause, then the Purchaser shall pay to the Vendor, the sum of \$300.00 + GST to cover the Vendor's legal costs and expenses incurred as a consequence of the delay, as a genuine pre-estimate of those additional expenses to be allowed by the defaulting Purchaser as an additional adjustment on completion.
- 55.4.** any party, provided that the party is not in default, may make time of the essence of this contract in the terms of the notice by serving the other party at any time after the Completion Date a notice requiring completion (Notices to Complete) no later than 3:00pm on a business day not less than 14 days after service of that notice and the party who issues a notice may revoke or withdraw it at any time.
- 55.5.** If the completion does not occur on or before the completion date, for any reason other than default of the Vendor, it is essential term of this Contract that the Vendor is entitled to recover from the Purchaser as liquidated damages, payable on completion interest on the balance of Purchase price at the rate of eight per cent (8%) per annum calculated at a daily rate from the completion date up to and including the actual date of completion to compensate the Vendor for the delay, to be added to the balance payable on completion.
- 55.6.** Despite any other provision of this contract, the date on which the calculation of adjustments for rates, taxes and assumptions (but not rents or other income) between the parties is to be based is the earlier of the Completion Date or the date on which completion actually takes place;
- 55.7.** The Vendor is not obliged to complete unless the amounts referred to in this clause are paid (essential term); and
- 55.8.** the Purchaser is not obliged to pay interest under this clause or the costs and expenses or the adjustments for any period of delay caused solely by the Vendor.

## **56. RESALE PRIOR TO COMPLETION**

**56.1.** The Purchaser agrees that during the currency of this Contract the Purchaser;

- (a) Will not advertise or offer to sell the property or assign, novate or otherwise dispose of this contract without the Vendors prior written consent;
  - i. The Vendor may withhold consent at its absolute discretion;
- (b) will only be entitled to list the Property for resale with the real estate agents then currently engaged by the Vendor to market properties within the Development.

## **57. SERVICE**

**57.1.** In case of any one or more of the provisions contained in this Contract or any part of any of those provisions shall be invalid, illegal or unenforceable in any respect then the validity, legality or enforceability of the remaining provisions or the remaining part of any of those provisions shall not in any way be affected or impaired thereby and this Contract shall be read as though such invalid, illegal or unenforceable provisions were not included in this Contract.

## **58. GOVERNING LAW**

**58.1.** This contract is governed by the laws of New South Wales.

**58.2.** each party submits to the jurisdiction of the Courts of New South Wales in relation to all matters arising under this contract.

## **59. ADAPTABLE APARTMENTS**

**59.1.** The Strata Scheme contains adaptable apartments which are capable of being adapted for use by persons with a disability.

**59.2.** If the property is an adaptable apartment and includes a car space, the car space is an accessible car space capable of being used by persons with a disability.

## **60. ANNEXURES**

**60.1.** The Vendor does not warrant the accuracy or completeness of any annexure attached to this contract.

## **61. ELECTRONIC EXCHANGE**

**61.1.** This contract including counterpart of it and any variation to it, may be exchanged electronically by email or facsimile. Parties acknowledge and agree that they will be bound to the contract if exchanged electronically by email or facsimile.

## **62. REQUISITIONS**

- 62.1.** The only form of general requisition on title that the Purchaser shall be entitled to serve on the Vendor pursuant to clause 5 shall be in the form of the attached Requisitions. Nothing contained in this agreement shall prohibit the Purchaser from raising a specific requisition arising out of any of the matters dealt with by any of these special conditions (as opposed to the printed form of conditions) under this contract;

## **63. ENTIRE AGREEMENT**

- 63.1.** The Purchaser acknowledges that this Contract constitutes the entire agreement of the parties about its subject matter, and any previous agreements, understandings and negotiations on that subject matter cease to have any effect on and from the date of this Contract.

## **64. NO WAIVER**

- 64.1.** No failure, delay, relaxation or indulgency on the part of a party in exercising any power or right conferred upon such party pursuant to this Contract shall operate as a waiver of such power or right, nor shall any single or partial exercise of any such power or right preclude any other or future exercise thereof, or the exercise of any other power or right pursuant to this Contract.

## **65. COLOUR SCHEME SELECTION**

- 65.1.** The Purchaser must notify the Vendor if its colour scheme selection upon exchange of the Contracts.
- 65.2.** If the Purchaser does not select a colour scheme upon exchange of the Contracts, the Vendor may select either colour itself. The Purchaser cannot make any objection, requisition or claim for compensation nor delay completion of this Contract as a result of the Vendor's selection nor rescind nor terminate this Contract.
- 65.3.** The Vendor must cause the apartment to be finished generally in accordance with the colour scheme selected subject to clause 65.

## **66. APPLIANCE WARRANTIES**

- 66.1.** The Vendor must deliver to the Purchaser any manufacturers' warranties relating to the electrical appliances installed in the Property within a reasonable time following completion of this Contract.
- 66.2.** The Purchaser shall not make any claim, requisition, or delay completion arising out of any matter or thing relating to the said warranties including the fact that there may not be any warranty in existence at the date of completion.

## **67.DRAINAGE DIAGRAM**

- 67.1.** The vendor discloses and the purchaser acknowledges that there is no Sewer Service Diagram available and therefore not attached to the Contract of Sale. The purchaser cannot make any claim, requisition, rescind, terminate, or delay completion in respect of anything disclosed or referred to in this Clause 67.
- 67.2.** The Vendor warrants that all water, sewerage and drainage work has been carried out with the approval of the appropriate authorities. The Purchaser acknowledges that an up to date drainage diagram may not be available as at the date of completion, and the Purchaser shall not be entitled to make any objection, requisition or claim for compensation nor to delay settlement on that account.

## **68.SALES ACTIVITY**

- 68.1.** Both before and after completion the Vendor and its duly authorised agents are (until the Vendor has sold all units in the strata scheme) entitled to place, keep and maintain upon the common property (but not the Property) such sales signs hoardings and notices and such stalls office or other facility for salesman or sales activities as the Vendor shall in its absolute discretion deem fit. The Purchaser shall not vote against any resolution of the Owners Corporation which would curtail the Vendors rights contained herein. The provisions of this clause shall not merge on completion and shall continue in full force until the Vendor completes the sale of all lots in the strata scheme.

## **69.NO MERGER**

- 69.1.** The warranties in this contract do not merge on completion or in the Transfer of the property.

## **70.CHRISTMAS HOLIDAYS**

- 70.1.** If the number of days for completion shown on the front page of this contract results in a date during 20 December and 8 January (the Christmas period), then the completion date will be automatically be rescheduled to 1 February (or the following business day).

## **71.ASSIGNMENT OR NOVATION BY VENDOR**

- 71.1.** The Purchaser acknowledges that the Vendor may give written notice to the Purchaser of its intention to sell the Vendor's interest in the Property to a third party (the "Third Party").
- 71.2.** The Purchaser agrees:
- (a) to the Vendor assigning its benefits under this Contract to the Third Party;
  - (b) to the Vendor novating the Vendor's rights and obligations under the Contract to the Third Party;



- (c) that any assignment or novation document may provide that the Vendor is released from all its obligations under this Contract after the assignment or novation, and the Purchaser cannot make any claim because of this;
- (d) to replace, within 5 days of receipt of a written request from the Vendor, any bank guarantee provided in respect of the deposit with a new bank guarantee for the same amount in favour of the Third Party;
- (e) Execute any Deed of Assignment or Deed of Novation required by the Vendor and the Third Party;
- (f) To accept a transfer from the Third Party at completion.

**71.3.** The Purchaser acknowledges that it shall not be entitled to make any objection, requisition or claim for compensation nor to delay settlement on account of the Vendor selling the Property to a Third Party or assigning or novating any rights under this Contract to a Third Party.

## **72. MISCELLANEOUS**

- 72.1.** In addition to the provision otherwise contained herein a notice or document shall be sufficiently served for the purpose of this Contract if the notice is sent by facsimile transmission and such notice shall be deemed to have been received when the transmission has been completed, except where:
- (a) The sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the notice shall be deemed not to have been given or received; or
  - (b) the time of dispatch is not before 1700 hours on a day on which business is generally carried on in the place to which the notice is sent, in which case the notice shall be deemed to have been received at 0900 hours on the next day on which business is generally carried on at that place.



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/1251537

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SEARCH DATE	TIME	EDITION NO	DATE
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16/10/2020	3:47 PM	3	16/10/2020

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

## LAND

-----

LOT 2 IN DEPOSITED PLAN 1251537  
AT GLENFIELD  
LOCAL GOVERNMENT AREA CAMPBELLTOWN  
PARISH OF MINTO COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1251537

## FIRST SCHEDULE

-----

ZAYA JAWARO (T AQ479341)

## SECOND SCHEDULE (3 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1251537 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (1) IN THE S.88B INSTRUMENT
- 3 AQ479342 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

## NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

20086158

PRINTED ON 16/10/2020

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 421/1171573

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
29/6/2020	4:02 PM	3	23/9/2017

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

-----

LOT 421 IN DEPOSITED PLAN 1171573  
AT CAMPBELLTOWN  
LOCAL GOVERNMENT AREA CAMPBELLTOWN  
PARISH OF MINTO COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1171573

FIRST SCHEDULE

-----

ZJ OLD GLENFIELD PTY LTD (T AM511897)

SECOND SCHEDULE (3 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1166692 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (10) IN THE S.88B INSTRUMENT
- 3 AM750620 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

-----

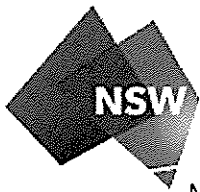
UNREGISTERED DEALINGS: NIL

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

20055994

PRINTED ON 29/6/2020

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LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/595077

SEARCH DATE	TIME	EDITION NO	DATE
29/6/2020	4:05 PM	12	23/10/2017

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 1 IN DEPOSITED PLAN 595077  
AT GLENFIELD  
LOCAL GOVERNMENT AREA CAMPBELLTOWN  
PARISH OF MINTO COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP595077

FIRST SCHEDULE

ZJ OLD GLENFIELD PTY LTD

(T AM771361)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AM771362 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

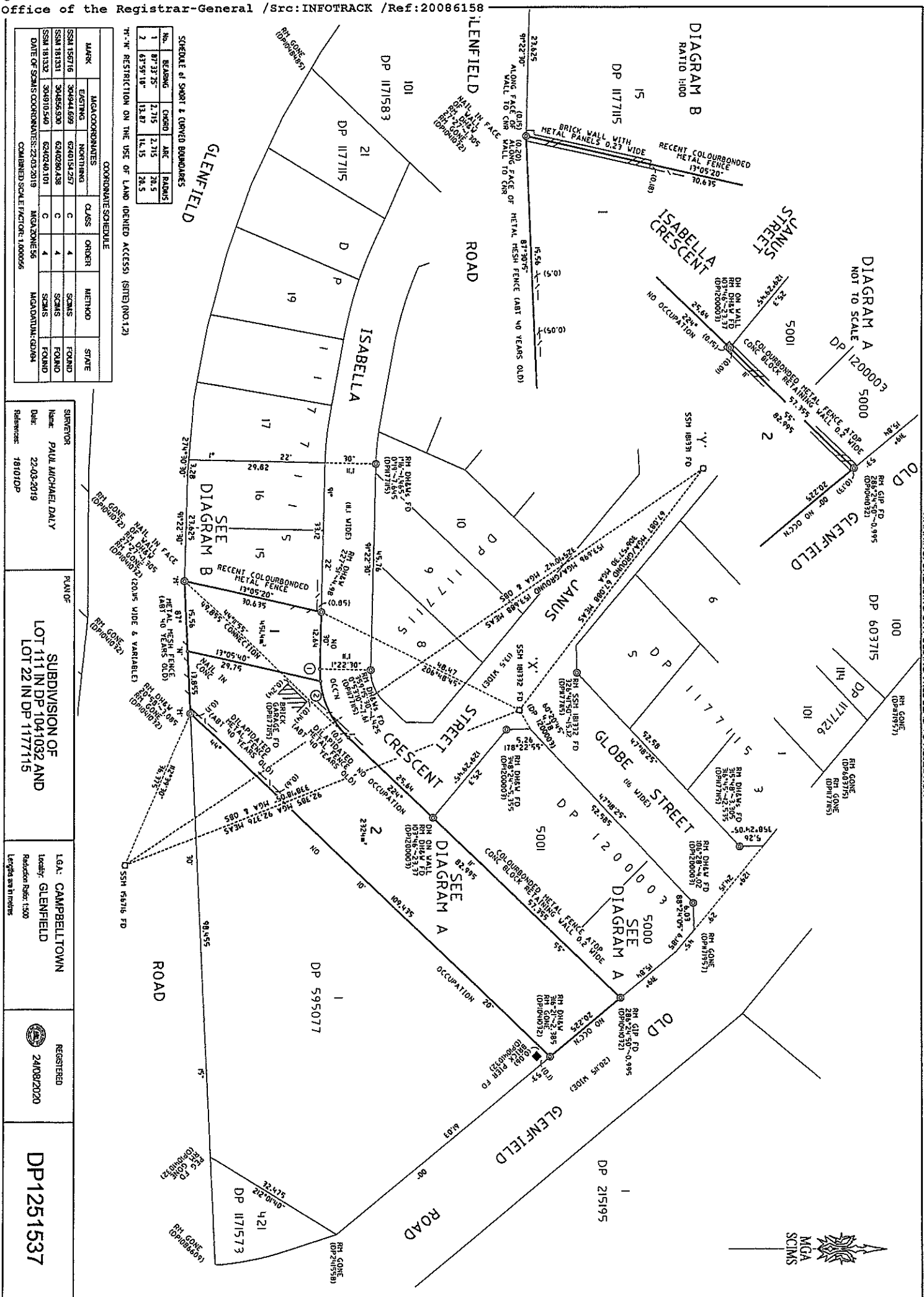
\*\*\* END OF SEARCH \*\*\*

20055994

PRINTED ON 29/6/2020

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

Sheet 1 of 1 sheets




COORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	ORDER	METHOD	STATE
	EASTING	NORTHING				
SSM 167516	306944.699	6240134.257	C	4	SCANS	FOUND
SSM 181331	3040280.438	6240280.438	C	4	SCANS	FOUND
SSM 181332	304910.540	6240240.101	C	4	SCANS	FOUND


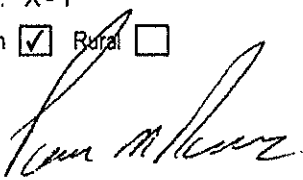

DATE OF SCANS: COORDINATES: 25-23-2019 MGA: DME 56  
 COMBINED SCALE FACTOR: 1.000066 MAGNITUDE: 0.0094

No.	READING	CHORD	ARC	RADIUS
1.	07°33'25"	2.715	2.715	20.5
2	63°59'10"	13.87	14.15	20.5

### **"N-N" RESTRICTION ON THE USE OF LAND (DENIED ACCESS) (SITE)(NO.1,2)**

SURVEYOR Name: PAUL MICHAEL DALY Date: 22-03-2019 References: 18101DP	PLAN OF SUBDIVISION OF LOT 111 IN DP 10410832 AND LOT 22 IN DP 11777115	L.G.A.: CAMPBELLTOWN Locality: GLENFIELD Reduction Ratio: 1:500 Lengths are in metres	REGISTERED  24/08/2020	DP1251537
--	--	--	--	-----------


ePlan

PLAN FORM 6_E (2019)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 5 sheet(s)	
<p>Office Use Only</p> <p>Registered:  24/08/2020</p> <p>Title System: TORRENS</p>		<p>Office Use Only</p> <p><b>DP1251537</b></p>			
<p><b>PLAN OF SUBDIVISION</b></p> <p>OF LOT 111 IN DP1041032 AND LOT 22 IN DP1177115</p>		<p>LGA: CAMPBELLTOWN</p> <p>Locality: GLENFIELD</p> <p>Parish: MINTO</p> <p>County: CUMBERLAND</p>			
<p><b>Survey Certificate</b></p> <p>I, PAUL MICHAEL DALY of JOHN M DALY &amp; ASSOCIATES PTY LTD PO BOX 25 CAMPBELLTOWN a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 22-Mar-2019</p> <p>(b) Partial Survey</p> <p>(c) Compilation</p> <p>Datum Line: 'X'-'Y'</p> <p>Type: Urban <input checked="" type="checkbox"/> Rural <input type="checkbox"/></p> <p>Signature:  Dated: 2-July 2020</p> <p>Surveyor Identification No: 898</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p>		<p><b>Crown Lands NSW/Western Lands Office Approval</b></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><b>Subdivision Certificate</b></p> <p>I, Deniz Sertlioğlu Authorised Person certify that the provisions of s.6.15 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>Consent Authority: Campbelltown City Council</p> <p>Date of endorsement: 8/7/2020</p> <p>Subdivision Certificate number: 32/2020</p> <p>File number: 260/2019/DA-5</p>			
<p>Plans used in the preparation of survey.</p> <p>DP241558 DP1171957 DP1041032 DP1177115 DP1048485 DP1200003 DP1086609</p>		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>			
<p>Surveyor's Reference: 18101DP</p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>			

ePlan

PLAN FORM 6\_E (2019) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

Registered:  24/08/2020

Office Use Only

Office Use Only

PLAN OF SUBDIVISION

OF LOT 111 IN DP1041032 AND  
LOT 22 IN DP1177115

Subdivision Certificate number: 32/2020

Date of Endorsement: 8/7/2020

DP1251537

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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

CREATE:

1. RESTRICTION ON THE USE OF LAND
2. RESTRICTION ON THE USE OF LAND


If space is insufficient use additional annexure sheet

Surveyor's Reference: 18101DP

ePlan

PLAN FORM 6\_E (2019) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Office Use Only		Office Use Only	
Registered:  24/08/2020	<b>DP1251537</b>		
<b>PLAN OF SUBDIVISION</b> OF LOT 111 IN DP1041032 AND LOT 22 IN DP1177115			
Subdivision Certificate number: 32/2020 Date of Endorsement: 8/7/2020		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
1	N/A	34	Glenfield	Road	Glenfield
2	A	5	Glenfield	Road	Glenfield


If space is insufficient use additional annexure sheet

Surveyor's Reference: 18101DP

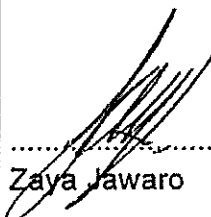


ePlan

PLAN FORM 6\_E (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 5 sheet(s)

Office Use Only	Office Use Only
Registered:  24/08/2020	<b>DP1251537</b>
PLAN OF SUBDIVISION OF LOT 111 IN DP1041032 AND LOT 22 IN DP1177115	
Subdivision Certificate number: 32/2020 Date of Endorsement: 8/7/2020	
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	

Execution by Registered Proprietor: Lot 111 in DP1041032


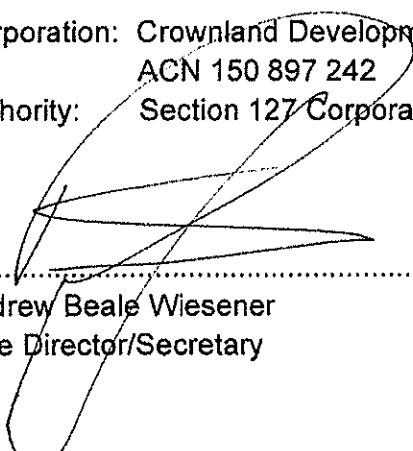
  
.....  
Zaya Jawaro

Execution by Mortgagee:

Mortgagee under Mortgage No. AN 752899  
Signed at LIVERPOOL this 30 day of 2020 JUNE  
2022 for National Australia Bank Limited ABN 12 004 044 937  
by KADASANI ANTHONY REDDY its duly  
appointed Attorney under Power of Attorney No. 39 Book 4512  
Attorney Signature, Level 3 Attorney K. Anthony Reddy  
Witness Signature Melvin Bontista  
Witness Name MELVIN BONTISTA  
Witness Address Unit 1 & 2 50 MROQUAKIE  
STREET, LIVERPOOL, 2170.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18101DP

PLAN FORM 6_E (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 5 of 5 sheet(s)
<div>Office Use Only</div> <div>Registered:  24/08/2020</div>		<div>Office Use Only</div> <div><b>DP1251537</b></div>
<b>PLAN OF SUBDIVISION</b> OF LOT 111 IN DP1041032 AND LOT 22 IN DP1177115		<div>This sheet is for the provision of the following information as required:</div> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
Subdivision Certificate number: 312/2020 Date of Endorsement: 8/7/2020		
<b>Execution by Registered Proprietor: Lot 22 in DP1177115</b>		
Executed on behalf of the corporation named below by the authorised persons whose signatures appear below pursuant to the authority specified.		
Corporation: Crownland Developments Glenfield (No.2) Pty Limited ACN 150 897 242		
Authority: Section 127 Corporations Act 2001		
<div></div> <div>.....</div> <div>Andrew Beale Wiesener Sole Director/Secretary</div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 18101DP		

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, as amended**

(Sheet 1 of 4 Sheets)

Plan:

**DP1251537**

Plan of Subdivision of Lot 111 in DP1041032 and  
Lot 22 in DP1177115  
covered by  
Subdivision Certificate No. 32/2020

Full name and address of  
the owner of the land

Zaya Jawaro  
301/5 Stark St, Coogee  
NSW 2034

and

Crownland Developments Glenfield (No.2) Pty  
Limited  
Suite 301, Level 3, 95 Pitt Street  
SYDNEY NSW 2000

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on the Use of Land	1, 2	Campbelltown City Council
2	Restriction on the Use of Land	1	Campbelltown City Council

**PART 2 (Terms)**

**Terms of restriction numbered 1 in the plan.**

No vehicular access shall be permitted to or from the lots burdened by way of that part of the boundary designated 'M'-'N' on the plan.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 1 in the plan.

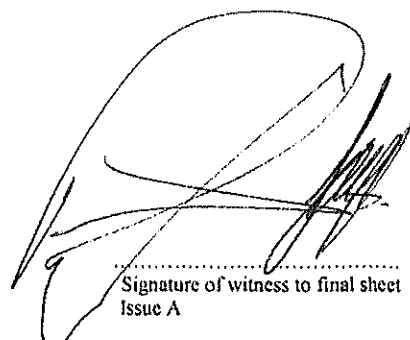
**CAMPBELLTOWN CITY COUNCIL**

**Terms of restriction numbered 2 in the plan.**

No dwelling shall be designed or permitted to be erected upon the burdened lot unless designed in a manner which orientates the front of the dwelling to face southwards towards Glenfield Road.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 2 in the plan.

**CAMPBELLTOWN CITY COUNCIL**



Signature of witness to final sheet  
Issue A

ePlan  
(Sheet 2 of 4 Sheets)

Plan:

**DP1251537**

Plan of Subdivision of Lot 111 in DP1041032  
and Lot 22 in DP1177115  
covered by  
Subdivision Certificate No. 32/2020

**PART 2 (Terms)(Continued)**

Execution by Council:

Campbelltown City  
(Name of Council) Council

by its authorised delegate pursuant to  
s.377 Local Government Act 1993 No 30

Deniz Sertlioglu  
Name of Delegate

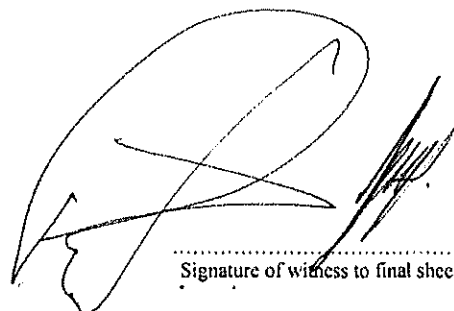
  
Signature of Delegate

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

Belinda Stapleton  
Name of Witness

  
Signature of Witness

91 Queen St,  
Campbelltown  
Address of Witness

  
Signature of witness to final sheet

ePlan  
(Sheet 3 of 4 Sheets)

Plan:


**DP1251537**

Plan of Subdivision of Lot 111 in DP1041032  
and Lot 22 in DP1177115  
covered by  
Subdivision Certificate No. 31/2020

**PART 2 (Terms)(Continued)**

Execution by Registered Proprietor Lot 111 in DP1041032:

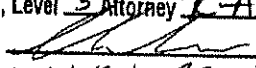
  
.....  
Zaya Jawaro

Witness Signature: 

Print Name: Fadi Tendor

Address of Witness: 168 SMART ST, FAIRFIEL  
NSW 2165

Execution by Mortgagee:

Mortgagee under Mortgage No. AN 752899  
Signed at LIVERPOOL this 30 day of JULY  
2020 for National Australia Bank Limited ABN 12 004 044 937  
by KAPASANI ANTHONY REDDY his duly  
appointed Attorney under Power of Attorney No. 39 Book 4512  
Attorney Signature, Level 3 Attorney Anthony Reddy  
Witness Signature   
Witness Name MELVIN BONTESTA  
Witness Address 50/132 JO MACQUARIE  
STREET, LIVERPOOL, 2170.

ePlan  
(Sheet 4 of 4 Sheets)

Plan:

**DP1251537**

Plan of Subdivision of Lot 111 in DP1041032  
and Lot 22 in DP1177115  
covered by  
Subdivision Certificate No. 32/2020

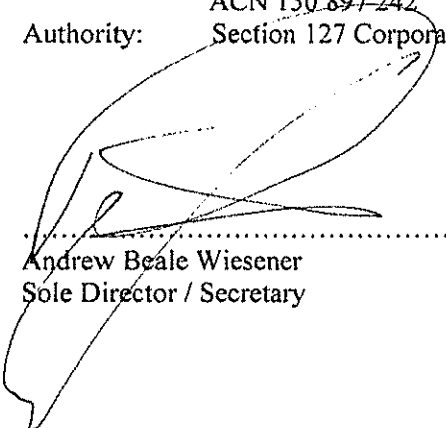
**PART 2 (Terms)(Continued)**

Execution by Registered Proprietor Lot 22 in DP1177115:

Executed on behalf of the corporation named below  
by the authorised persons whose signatures appear  
below pursuant to the authority specified.

Corporation: Crownland Developments Glenfield (No.2) Pty Limited  
ACN 150 897 242

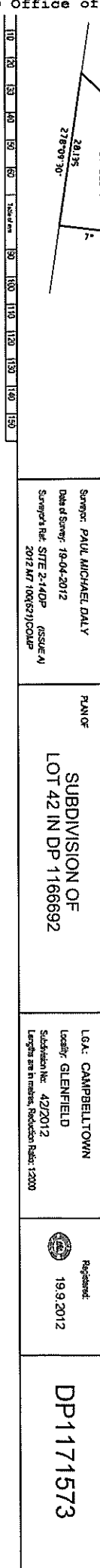
Authority: Section 127 Corporations Act 2001

  
.....  
Andrew Beale Wiesener  
Sole Director / Secretary

REGISTERED



24/08/2020



PLAN FORM 6

WARNING: Greasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

Office Use Only

DP1171573

Registered:



19.09.2012

Office Use Only

Title System:

TORRENS

Purpose:

SUBDIVISION

PLAN OF

SUBDIVISION OF  
LOT 42 IN DP 1166692

L.G.A.: CAMPBELLTOWN

Locality: GLENFIELD

Parish: MINTO

County: CUMBERLAND

Survey Certificate

I, PAUL MICHAEL DALY

of JOHN M. DALY & ASSOC. PTY LTD P.O. BOX 25 CAMPBELLTOWN  
a surveyor registered under the Surveying and Spatial Information Act,  
2002, certify that the survey represented in this plan is accurate, has  
been made in accordance with the Surveying and Spatial Information  
Regulation, 2006 and was completed on: 19-04-2012

The survey relates to

LOTS 421 TO 426

(COMPILED)

(specify the land actually surveyed or specify any land shown in the  
plan that is not the subject of the survey)

Signature

Dated: 19-04-2012

Surveyor registered under the Surveying and Spatial  
Information Act 2002

Datum Line: 'X'-'Y'

Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP 270660

DP 1086609

DP 1149931

DP 1149933

DP 1166692

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: SITE 2-14DP 2012 M7 100(621)COMP (ISSUE A)

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

I .....in approving this plan certify  
(Authorised Officer)

that all necessary approvals in regard to the allocation of the land  
shown herein have been given

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

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

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

\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: CAMPBELLTOWN CITY COUNCIL

Date of Endorsement: 7 AUGUST 2012

Accreditation no: .....

Subdivision Certificate no: 42 of 2012

File no: 1982/2011/DA-5

\* Strike through inapplicable parts.



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF

SUBDIVISION OF  
LOT 42 IN DP 1166692

Office Use Only

DP1171573

Registered:



19.09.2012

Office Use Only

Subdivision Certificate No: 42 of 2012

Date of Endorsement: 7 AUGUST 2012

Executed by Mirvac Homes (NSW) Pty  
Limited ACN 006 922 998 by the party's  
attorney pursuant to power of attorney  
registered Book 4578 No 295 who states  
that no notice of revocation of the power of  
attorney has been received in the  
presence of:

Witness

BRENDAN SAUR

Name of Witness (Print)

LEVEL 26, 60 MARGARET

STREET, SYDNEY NSW 2000  
Address and Occupation of Witness (Print)

Witness

BRENDAN SAUR

Name of Witness (Print)

LEVEL 26, 60 MARGARET

STREET SYDNEY NSW 2000  
Address and Occupation of Witness (Print)

Attorney

GARY WOOD

Name of Attorney (print)

Attorney

Toben Michael James Long

Name of Attorney (print)

Mirvac Homes (NSW) Pty Limited ACN 006 922 998 as joint proprietor and mortgagee pursuant to mortgage 8886350

Signed by  
and  
as attorneys for Cornish Group Pty Limited  
ACN 003 872 400 under power of attorney  
registered Book 4578 No 301:

Signature of Witness

BRENDAN SAUR

Name of Witness (Print)

LEVEL 26, 60 MARGARET

STREET SYDNEY NSW 2000  
Address of Witness (Print)

Attorney

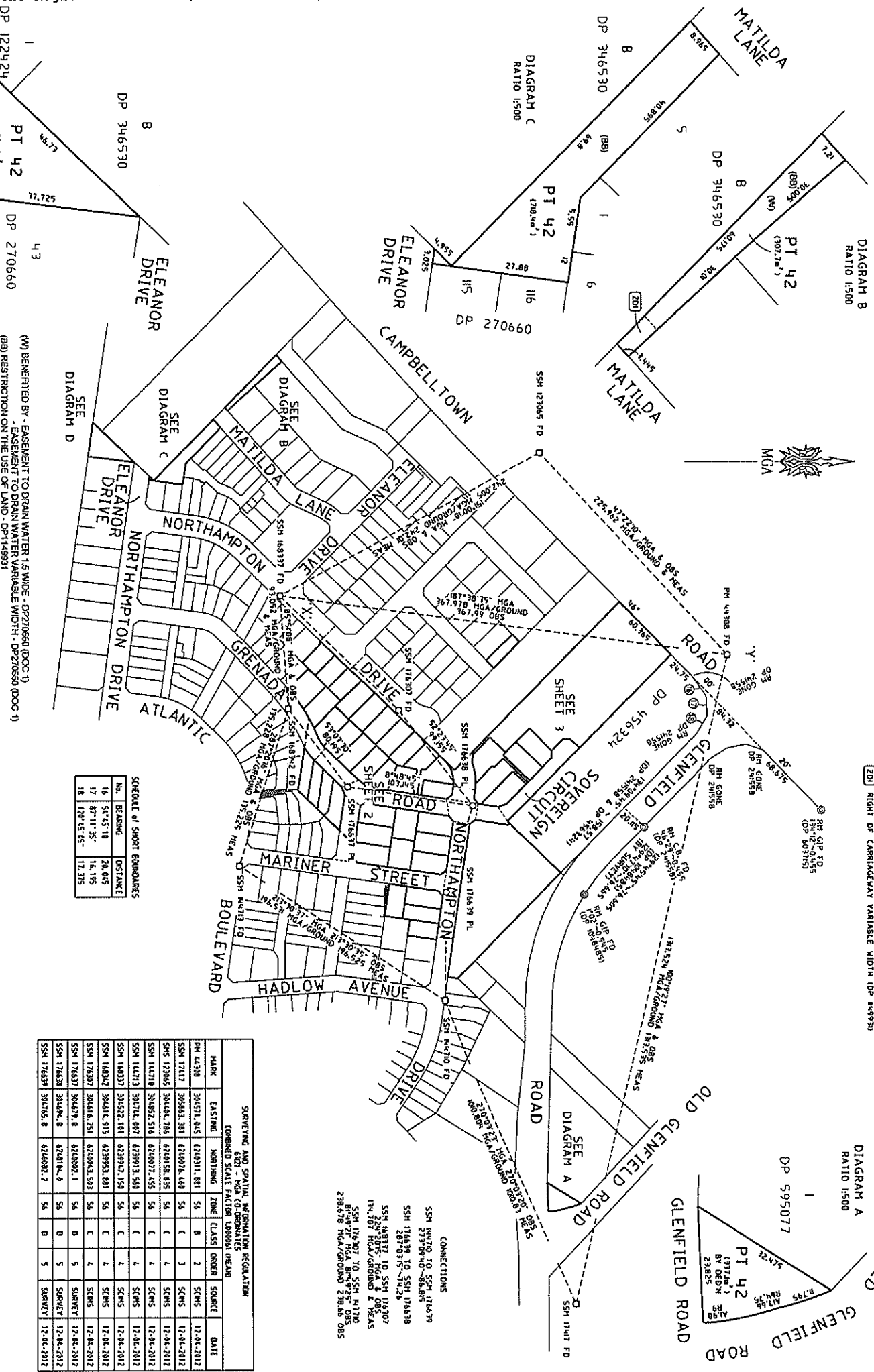
GARY WOOD

Name of Attorney (print)

Attorney

Toben Michael James Long

Name of Attorney (print)



(W) BENEFITTED BY - EASEMENT TO DRAIN WATER 1.5 WIDE - DP270660 (DOC 1)  
(B) RESTRICTION ON THE USE OF LAND - DP1149931

SCHEDULE OF SHORT BOUNDARIES

No.	BEARING	DISTANCE
16	S 45° 18'	16.405
17	N 71° 15' 30"	16.195
18	N 2° 45' 05"	12.375

SPANNING AND SPATIAL INFORMATION REGULATION

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	SOURCE	DATE
PM 44308	304571.045	6240311.881	56	B	2	SCMS	12-04-2012
SSM 17417	305663.301	6240976.444	56	C	3	SCMS	12-04-2012
SSM 17205	304444.706	6240158.835	56	C	4	SCMS	12-04-2012
SSM 17410	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17413	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17414	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17415	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17416	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17417	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
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SSM 17419	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17420	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17421	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17422	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17423	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17424	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17425	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17426	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
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SSM 17451	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
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SSM 17453	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
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SSM 17460	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17461	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17462	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17463	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17464	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17465	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17466	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17467	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
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SSM 17469	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17470	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17471	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17472	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17473	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17474	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17475	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17476	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17477	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17478	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
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SSM 17484	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17485	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
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SSM 17488	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17489	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
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SSM 17491	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
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SSM 17496	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17497	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17498	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17499	304571.045	6240311.881	56	C	4	SCMS	12-04-2012
SSM 17500	304571.045	6240311.881	56	C	4	SCMS	12-04-2012

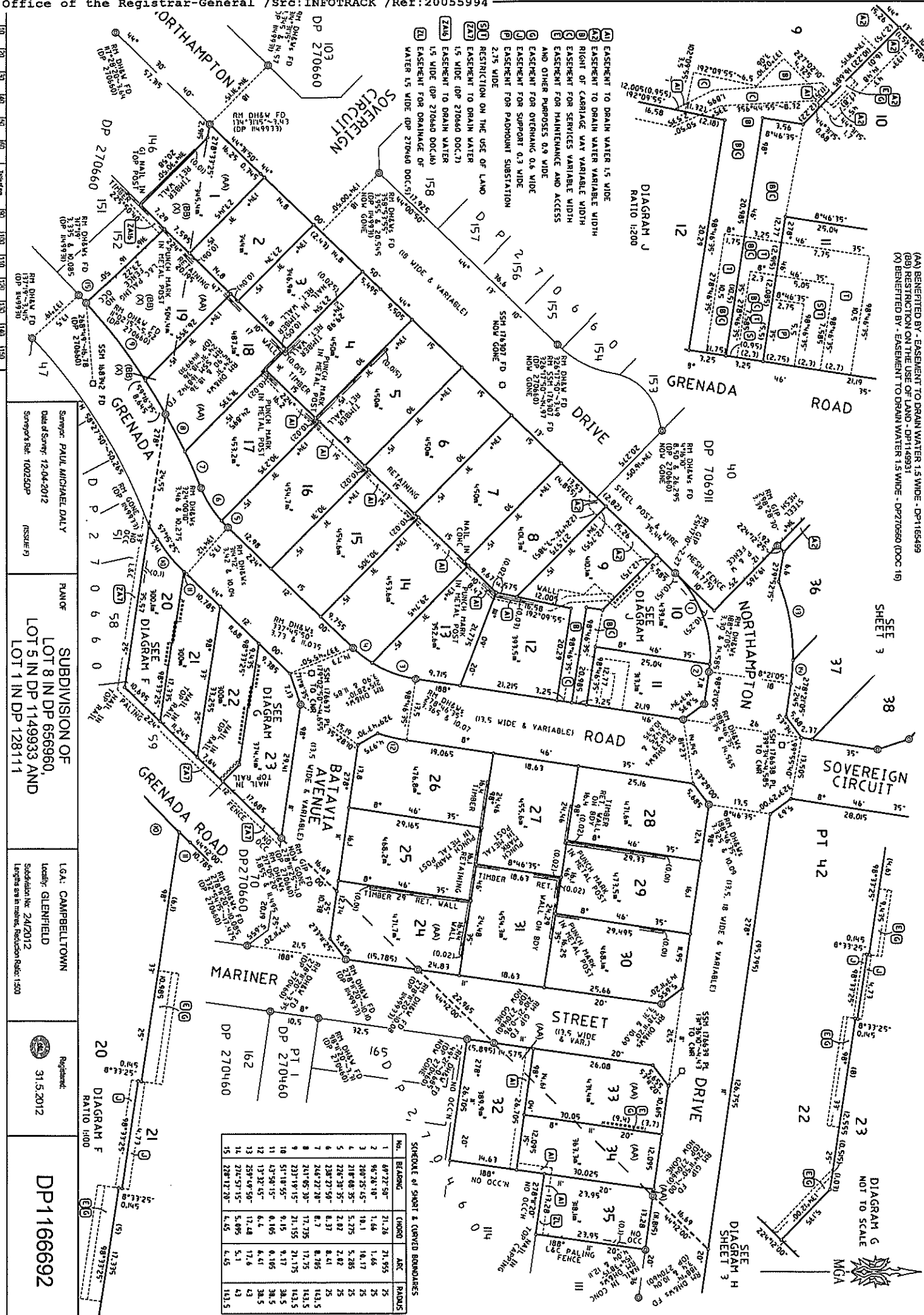
Surveyor: PAUL MICHAEL DALY  
Date of Survey: 12-04-2012  
Surveyor's Ref: 100250P (ISSUE 7)

PLAN OF SUBDIVISION OF LOT 8 IN DP 656960, LOT 5 IN DP 1149933 AND LOT 1 IN DP 128111

L.G.A.: CAMPBELLTOWN  
Locality: GLENFIELD  
Subdivision No: 24/2012  
Lengths are in metres, Reduction Factor: 12000

Registered: 31.5.2012

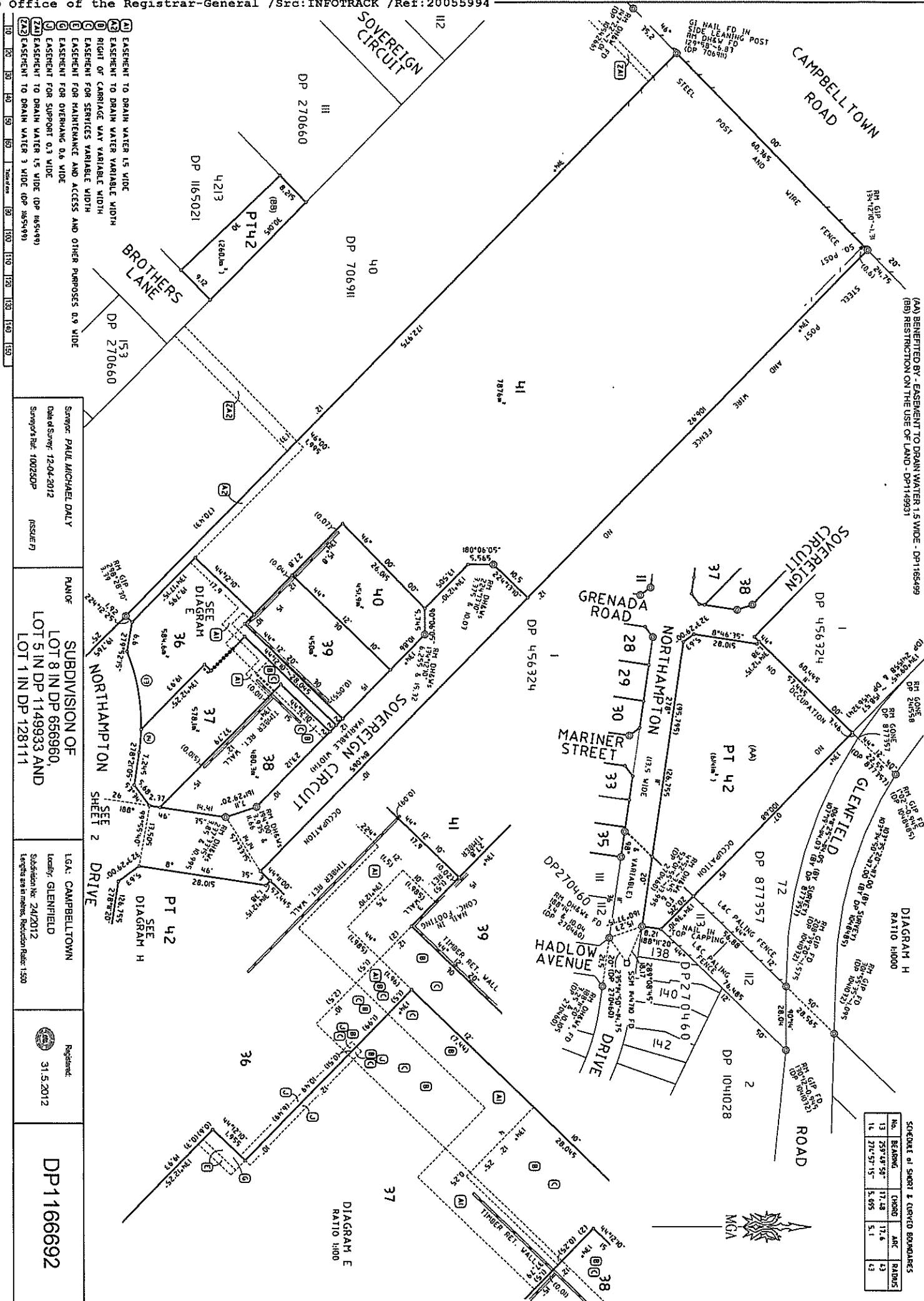
DP1166692



SUBDIVISION OF  
 LOT 8 IN DP 666960,  
 LOT 5 IN DP 1149933 AND  
 LOT 1 IN DP 128111  
 Surveyor: PAUL MICHAEL DALY  
 Date of Survey: 12-04-2012  
 Surveyor's Ref: 100250P  
 (ISSUE F)  
 LGAL: CAMPBELLTOWN  
 Locality: GLENFIELD  
 Subdivision No: 24/2012  
 Lengths are in metres, Reduction Ratio: 1:500  
 Registered:  
 31.5.2012  
 DP1166692

STATEMENT OF SHORT & CURVED BOUNDARIES

No.	BEARING	(COSINE)	ARC	RADIUS
1	64°22'50"	21.26	21.555	75
2	96°26'10"	1.66	14.17	75
3	280°25'45"	18.1	14.17	75
4	218°08'35"	5.275	5.285	25
5	126°28'35"	2.87	2.82	25
6	326°27'50"	8.37	8.785	143.5
7	246°22'20"	17.75	17.75	143.5
8	246°22'20"	17.75	17.75	143.5
9	231°19'15"	21.155	21.175	143.5
10	51°18'55"	9.15	9.17	38.5
11	42°58'15"	0.165	0.165	38.5
12	13°32'45"	6.4	6.4	38.5
13	259°49'38"	11.48	11.48	38.5
14	276°57'15"	5.895	5.1	43
15	228°12'20"	4.55	4.5	143.5



No.	BEARING	CHORD	ARC	RADIUS
13	75°49'58"	17.48	17.6	43
14	276°57'15"	5.655	5.1	43

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A1)
2. EASEMENT TO DRAIN WATER VARIABLE WIDTH (A2)
3. RIGHT OF CARRIAGE WAY VARIABLE WIDTH (B)
4. EASEMENT FOR SERVICES VARIABLE WIDTH (C)
5. EASEMENT FOR MAINTENANCE AND ACCESS AND OTHER PURPOSES 0.9 WIDE (E)
6. EASEMENT FOR OVERHANG 0.6 WIDE (G)
7. EASEMENT FOR SUPPORT 0.3 WIDE (J)
8. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (P)
9. RESTRICTION ON THE USE OF LAND (S)(T)
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND
13. RESTRICTION ON THE USE OF LAND

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD THE EXTENSIONS TO:

BATAVIA AVENUE  
GRENADA ROAD  
MARINER STREET  
NORTHAMPTON DRIVE  
SOVEREIGN CIRCUIT

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

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

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

\* Authorised Person General Manager Accredited Certifier

Consent Authority: CAMPBELLTOWN CITY COUNCIL

Date of Endorsement: 16TH MAY 2012

Accreditation no: .....

Subdivision Certificate no: 24 of 2012

File no: 628/11

\* Strike through inapplicable parts.

Office Use Only

DP1166692

Registered:  31.5.2012

Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF  
LOT 8 IN DP 656960,  
LOT 5 IN DP 1149933 AND  
LOT 1 IN DP 128111

L.G.A.: CAMPBELLTOWN

Locality: GLENFIELD

Parish: MINTO

County: CUMBERLAND

Survey Certificate

I PAUL MICHAEL DALY  
of JOHN M. DALY & ASSOC. PTY LTD P.O. BOX 25 CAMPBELLTOWN  
a surveyor registered under the Surveying and Spatial Information Act,  
2002, certify that the survey represented in this plan is accurate, has  
been made in accordance with the Surveying and Spatial Information  
Regulation, 2006 and was completed on: 12-04-2012

The survey relates to

LOTS 1 TO 41 AND PART OF LOT 42  
(PARTS OF LOT 42 COMPILED)

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature Paul Michael Daly Dated: 12-04-2012

Surveyor registered under the Surveying and Spatial  
Information Act 2002

Datum Line: 'X'-'Y'

Type: Urban/~~Rural~~

Plans used in the preparation of survey/compilation

DP 128111	DP 877357
DP 241558	DP 1041032
DP 270460	DP 1048485
DP 270660	DP 1149931
DP 456324	DP 1149933
<del>DP 630715</del>	DP 1165021
DP 656960	
DP 603715	

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: 10025DP (ISSUE E)

PLAN FORM 6 (Annexure Sheet) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF  
LOT 8 IN DP 656960,  
LOT 5 IN DP 1149933 AND  
LOT 1 IN DP 128111

Office Use Only

DP1166692

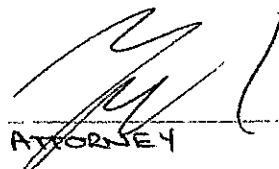
Registered: 31.5.2012

Office Use Only

Subdivision Certificate No: 24/2012

Date of Endorsement: 16/5/2012

EXECUTED BY MIRVAC HOMES (NSW)  
PTY LTD ACN 006 922 998 BY  
THE PARTY'S ATTORNEY PURSUANT TO  
POWER OF ATTORNEY REGISTERED  
BOOK 4572 NO. 532 WHO STATES  
THAT NO NOTICE OF REVOCATION OF  
THE POWER OF ATTORNEY HAS BEEN  
RECEIVED IN THE PRESENCE OF:

  
ATTORNEY

Gianni Carli  
NAME OF ATTORNEY

  
ATTORNEY  
Daniel Seraglio

NAME OF ATTORNEY

WITNESS  
Brendan Saur

NAME OF WITNESS  
LEVEL 26, 60 MARGARET ST.  
SYDNEY NSW 2000  
ADDRESS OF WITNESS

WITNESS  
Brendan Saur

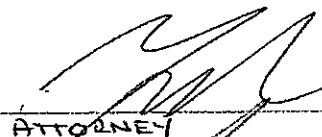
NAME OF WITNESS  
LEVEL 26, 60 MARGARET ST.  
SYDNEY NSW 2000  
ADDRESS OF WITNESS

MIRVAC HOMES (NSW) PTY LTD ACN 006 922 998 AS JOINT PROPRIETOR AND  
MORTGAGEE PURSUANT TO MORTGAGE 8886350.

SIGNED BY AND AS ATTORNEYS FOR  
CORNISH GROUP PTY LIMITED ACN 003 872 400  
UNDER POWER OF ATTORNEY REGISTERED  
BOOK 4573 NO. 301:

SIGNATURE OF WITNESS

Brendan Saur  
NAME OF WITNESS  
LEVEL 26, 60 MARGARET ST.  
SYDNEY NSW 2000  
ADDRESS OF WITNESS

  
ATTORNEY

Gianni Carli  
NAME OF ATTORNEY

  
ATTORNEY  
Daniel Seraglio  
NAME OF ATTORNEY

SURVEYOR'S REFERENCE: 10025DP (ISSUE E)

**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, as amended**

ePlan

(Sheet 1 of 11 Sheets)

Plan: **DP1166692**

Plan of Subdivision of Lot 8 in DP656960,  
 Lot 5 in DP1149933 & Lot 1 in DP128111  
 covered by Subdivision Certificate No. 24/2012

Full name and address of  
 the owner of the land

Mirvac Homes (NSW) Pty Ltd  
 Level 26, 60 Margaret Street  
 SYDNEY NSW 2000

and

Cornish Group Pty Limited  
 Level 26, 60 Margaret Street  
 PARRAMATTA NSW 2124

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (A1)	12 13 14 15 16 17 32 34 35 36 37	13, 14, 15, 16, 17, 18 14, 15, 16, 17, 18 15, 16, 17, 18 16, 17, 18 17, 18 18 34, 35, Lots 111 & 112 in DP270460 35, Lots 111 & 112 in DP270460 Lots 111 & 112 in DP270460 37, 38, 39 38
2	Easement to Drain Water variable width (A2)	8 9 10 41	9, 10, 12, 13, 14, 15, 16, 17, 18 10, 12, 13, 14, 15, 16, 17, 18 9, 12, 13, 14, 15, 16, 17, 18 36, 37, 38, 39, Campbelltown City Council
3	Right of Carriage Way variable width (B)	9 10 36 37 38	10 9 37, 38 36, 38 36, 37
4	Easement for Services variable width (C)	9 10 36 37 38	10 9 37, 38 36, 38 36, 37

Plan: **DP1166692**

Plan of Subdivision of Lot 8 in DP656960,  
 Lot 5 in DP1149933 & Lot 1 in DP128111  
 covered by Subdivision Certificate No. *24/2012*

**PART 1 (Creation)(Continued)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
5	Easement for Maintenance and Access and Other Purposes 0.9 wide (E)	10 20 21 22 23 33 37	9 21 20 23 22 34 36
6	Easement for Overhang 0.6 wide (G)	10 20 21 22 23 33 37	9 21 20 23 22 34 36
7	Easement for Support 0.3 wide (J)	20 21 22 23 36 37	21 20 23 22 37 36
8	Easement for Padmount Substation 2.75 wide (P)	11	Endeavour Energy
9	Restriction on the Use of Land (S)(T)	9, 10, 11	Endeavour Energy
10	Restriction on the Use of Land	Each Lot	Campbelltown City Council
11	Restriction on the Use of Land	1 to 9 inclusive, 20 to 23 inclusive, 32, 36	Campbelltown City Council
12	Restriction on the Use of Land	Each lot except Lots 12, 41 & 42	Every other lot except Lots 12, 41 & 42
13	Restriction on the Use of Land	36, 37	Campbelltown City Council

**PART 2 (Terms)**

**Terms of easement numbered 1 in the plan.**

- 1.1 Subject to clause 1.2, as to the lots benefited, an easement to drain water as set out in Part 3 Schedule 8 of the Conveyancing Act 1919 is created.
- 1.2 The owner of the lot benefited shall not be permitted to make any alteration to surface levels of the site of the easement without the written consent of Campbelltown City Council being firstly obtained

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 1 in the plan.

**CAMPBELLTOWN CITY COUNCIL**



Plan: **DP1166692**

Plan of Subdivision of Lot 8 in DP656960,  
Lot 5 in DP1149933 & Lot 1 in DP128111  
covered by Subdivision Certificate No. *24/2012*

**PART 2 (Terms)(Continued)**

**Terms of easement numbered 2 in the plan.**

- 2.1 Subject to clause 2.2, as to the lots benefited, an easement to drain water as set out in Part 3 Schedule 8 of the Conveyancing Act 1919 is created.
- 2.2 The owner of the lot benefited shall not be permitted to make any alteration to surface levels of the site of the easement without the written consent of Campbelltown City Council being firstly obtained

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

**CAMPBELLTOWN CITY COUNCIL**

**Terms of easement numbered 3 in the plan.**

- 3.1 Subject to the terms of this easement, a Right of Carriage Way in the terms set out in Part 1 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.
- 3.2 Subject to the conditions in this easement, the owner of the lot burdened must keep the easement and site in good repair.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 3 in the plan.

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

**Terms of easement numbered 4 in the plan.**

- 4.1 The owner of the lot benefited may:
- (a) use each lot burdened, but only within the site of this easement, to provide domestic services to or from each lot benefited, and
  - (b) do anything reasonably necessary for that purpose, including:
    - I. entering the lot burdened, and
    - II. taking anything on to the lot burdened, and
    - III. carrying out work, such as constructing, placing repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.
- 4.2 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.
- 4.3 For the purposes of this easement, domestic services includes supply of water, gas, electricity, telephone and television and discharge of stormwater, sewage, sullage and other fluid wastes.

Plan: **DP1166692**

Plan of Subdivision of Lot 8 in DP656960,  
Lot 5 in DP1149933 & Lot 1 in DP128111  
covered by Subdivision Certificate No. *24/2012*

**PART 2 (Terms)(Continued)**

**Terms of easement numbered 5 in the plan.**

5.1 In this Easement for Maintenance and Access and Other Purposes:

“easement site” means that area of the lot burdened shown on the plan as being affected by “Easement for Maintenance and Access and Other Purposes 0.9 wide.

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

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

- I. the lot benefited; and
- II. any structure belonging to the owner of the lot benefited,
- III. which cannot otherwise reasonably be carried out; and

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

- I. entering into the lot burdened;
- II. taking anything onto the lot burdened; and
- III. carrying out necessary works.

5.3 The rights under this Easement for Maintenance and Access and Other Purposes are:

(a) limited to the extent necessary to permit the owner of the lot benefited to maintain and repair any part of:

- I. the lot benefited; and
- II. any structure belonging to the owner of the lot benefited.

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

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

Plan: **DP1166692**

Plan of Subdivision of Lot 8 in DP656960,  
Lot 5 in DP1149933 & Lot 1 in DP128111  
covered by Subdivision Certificate No. *24/2012*

**PART 2 (Terms)(Continued)**

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

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 5 in the plan.

**CAMPBELLTOWN CITY COUNCIL**

**Terms of easement numbered 6 in the plan.**

- 6.1 An Easement for Overhang in the terms set out in Part 10 Schedule 8 of the Conveyancing Act 1919 (as amended) is created but varied to replace paragraph (a) of Part 10 of Schedule 8 as follows:

- (a) may insist that the eaves and/or gutters and/or downpipes and/or roof structure (the "overhanging structure"), constructed or to be constructed on the lot benefited, which overhang the lot burdened within the site of the easement, may remain, but only to the extent that:
  - I. the eave overhang is contained wholly within the easement and the eave does not overhang the lot burdened by more than 450mm; and
  - II. the combined eave and gutter overhang is contained wholly within the easement and the combined width of the eave and gutter does not overhang the lot burdened by more than 600mm.

**Terms of easement numbered 7 in the plan.**

- 7.1 The owner of the lot benefited:
- (a) may insist that a supporting structure (encroaching structure) may be constructed on the lot burdened, but only within the site of this easement, and such structure may remain on the lot burdened.
  - (b) must keep the encroaching structure in good repair and safe condition, and may do anything reasonably necessary for those purposes, including:
    - I. entering the lot burdened, and
    - II. taking anything onto the lot burdened, and
    - III. carrying out work.
- 7.2 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) restore the lot burdened as nearly as is practicable to its former condition, and
  - (d) make good any collateral damage.
- 7.3 The owner of the lot burdened may insist that this easement be extinguished when the structure on the lot benefited is removed.

Plan: **DP1166692**

Plan of Subdivision of Lot 8 in DP656960,  
Lot 5 in DP1149933 & Lot 1 in DP128111  
covered by Subdivision Certificate No. *24/2012*

**PART 2 (Terms)(Continued)**

- 7.4 The owner of the lot burdened must not do or allow anything to be done to damage or interfere with any structure constructed within or adjacent to the above easement.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 7 in the plan.

**CAMPBELLTOWN CITY COUNCIL**

**Terms of easement numbered 8 in the plan.**

The terms of the easement for Padmount Substation set out in memorandum number 9262886 are incorporated in this document, subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 8 in the plan.

**ENDEAVOUR ENERGY**

**Terms of restriction numbered 9 in the plan.**

- 9.1 No building shall be erected or permitted to remain within the restriction site designated (S) on the above plan 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 has a 60/60/60 fire rating

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

- 9.2 The fire ratings mentioned in clause 9.1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

- 9.3 No swimming pool or spa shall be erected or permitted to remain within the restriction site designated (T) on the above plan.

- 9.4 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.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 9 in the plan.

**ENDEAVOUR ENERGY**

Plan: **DP1166692**

Plan of Subdivision of Lot 8 in DP656960,  
Lot 5 in DP1149933 & Lot 1 in DP128111  
covered by Subdivision Certificate No. *24/2012*

**PART 2 (Terms)(Continued)**

**Terms of restriction numbered 10 in the plan.**

- 10.1 The lots hereby burdened shall not be used for residential purposes UNLESS the Transferor has advised the Transferee that the land has been filled and that no building shall be constructed thereon UNLESS the footing/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.
- 10.2 No cutting and filling operation in excess of 1.0 metre for dwelling, swimming pool, tennis court, landscaping or any site construction shall be undertaken on the lots so burdened unless it is controlled by a National Association of Testing Authorities (NATA) registered Laboratory based on the geotechnical advice in a report prepared by a qualified Geotechnical Engineer.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 10 in the plan.

**CAMPBELLTOWN CITY COUNCIL**

**Terms of restriction numbered 11 in the 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 is 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.

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

**CAMPBELLTOWN CITY COUNCIL**

**Terms of restriction numbered 12 in the plan.**

- 12.1 No building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 70% of the total area of the external walls. Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 30% of the total area of the external walls.
- 12.2 No building or buildings shall be erected or permitted to remain erected on each lot burdened other than with terracotta and/or cement tiles.
- 12.3 No fence shall be erected or be permitted to remain erected unless the fence:
- (a) is 1.8m in height,
  - (b) is made of timber and of lapped and capped construction where fence is not visible to street,
  - (c) is made of timber and of vertical timber batten construction where fence is visible to street,

Plan: **DP1166692**

Plan of Subdivision of Lot 8 in DP656960,  
Lot 5 in DP1149933 & Lot 1 in DP128111  
covered by Subdivision Certificate No. *24/2012*

**PART 2 (Terms)(Continued)**

- (d) is not located on the front boundary or between the front boundary and the front building line of the lot burdened, and
  - (e) for corner lots with respect to the fence to the secondary frontage, if applicable, does not extend in front of the front building line and contains 600mm deep articulations every 10m to allow for screen planting.
- 12.4 No fence shall be erected on each lot burdened to divide it from any adjoining land owner owned by Mirvac Homes (NSW) Pty Limited without the consent of Mirvac Homes (NSW) Pty Limited but such consent shall not be withheld if such fence is erected without expense to Mirvac Homes (NSW) Pty Limited provided that this restriction shall remain in force during such time as Mirvac Homes (NSW) Pty Limited is the registered proprietor of the land in the plan or any land immediately adjoining the land.
- 12.5 No shutters, blinds, canopies, awnings, security devices or any external improvement other than fly screens is to be constructed, installed or maintained on or in a lot burdened.
- 12.6 No air-conditioning unit is to be installed:
- (a) in any front porch/balcony of a lot burdened; or
  - (b) in any area on or in a lot burdened where the air conditioning unit is visible from any road, footpath, parks and the like.
- 13.7 No garbage containers and recyclable materials are to be stored on or in a lot burdened unless secured and stored so that they are hidden from view from outside the lot burdened and do not omit odours.
- 12.8 No advertising hoarding sign or matter of any description is to be erected or displayed on each lot burdened without the prior written consent of Mirvac Homes (NSW) Pty Limited.
- 12.9 No vehicle may be parked on a lot burdened unless it is parked:
- (a) in a garage or driveway on the lot burdened; or
  - (b) in an area designated as being an area where a vehicle may be parked.
- 12.10 No boats, trailers, caravans or any other towable item may be parked on or in a lot burdened if the boat, trailer, caravan or other towable item is visible from a road, footpath, park and the like.
- 12.11 No more than one dwelling may be erected on a lot burdened.
- 12.12 No building known as a semi-detached or duplex may be constructed on the lot burdened.
- 12.13 The lot burdened may not be subdivided.
- 12.14 No building may be altered on a lot burdened in such a way as to create another dwelling unless the owner of the lot burdened obtains the consent of Mirvac Homes (NSW) Pty Limited.
- 12.15 No driveway or pathway which is visible from the street shall be constructed or permitted to remain on the lot burdened unless such driveway or pathway is constructed from plain concrete and coloured 'charcoal' or similar,

Plan: **DP1166692**

Plan of Subdivision of Lot 8 in DP656960,  
Lot 5 in DP1149933 & Lot 1 in DP128111  
covered by Subdivision Certificate No. *24/2012*

**PART 2 (Terms)(Continued)**

12.16 In this restriction on the use of land:

- (a) "Mirvac Homes (NSW) Pty Limited" means Mirvac Homes (NSW) Pty Limited ACN 006 922 998 and its successors nominees or assigns other than purchasers on sale;
- (b) "Plan" means plan of subdivision to which this instrument relates and upon registration of which these restrictions are created; and

NAME OF PERSON/S whose consent is required to release, vary or modify the terms of the restriction numbered 12 in the plan.

**Mirvac Homes (NSW) Pty Limited for such period as it is the registered proprietor of land in the plan and thereafter the owners of the lot benefited.**

Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.

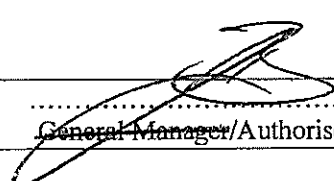
**Terms of restriction numbered 13 in the plan.**

The mobile garbage bins (MGB) associated with residential development shall not be placed in any other location than adjacent to the kerb adjoining Sovereign Circuit, for garbage removal by Council, and shall not be allowed to remain there for any longer than is practicable.

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

**CAMPBELLTOWN CITY COUNCIL**

Approved by Campbelltown City Council


  
.....  
General Manager/Authorised Person

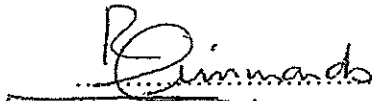
Plan: **DP1166692**

Plan of Subdivision of Lot 8 in DP656960,  
Lot 5 in DP1149933 & Lot 1 in DP128111  
covered by Subdivision Certificate No. 24/2012

**PART 2 (Terms)(Continued)**

Signed on behalf of Endeavour Energy  
ABN 59 253 130 878 by its Attorney  
pursuant to Power of Attorney Book 4613  
No. 641 in the presence of:

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

  
.....  
Signature of witness

Raymond Simmonds  
.....  
Name of witness  
c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood 2148

20 March 2012  
.....  
Date of execution

URS 12252



Plan: **DP1166692**

Plan of Subdivision of Lot 8 in DP656960,  
Lot 5 in DP1149933 & Lot 1 in DP128111  
covered by Subdivision Certificate No. 24/2012

**PART 2 (Terms)(Continued)**

Executed by Mirvac Homes (NSW) Pty )  
Limited ACN 006 922 998 by the party's )  
attorney pursuant to power of attorney )  
registered Book 4572 No 532 who states )  
that no notice of revocation of the power of )  
attorney has been received in the )  
presence of: )

Witness

Brendan Saur

Name of Witness (Print)

LEVEL 26, 60 MARGARET

ST, SYDNEY NSW 2000

Address and Occupation of Witness (Print)

Witness

~~Brendan S~~ Brendan Saur

Name of Witness (Print)

LEVEL 26, 60 MARGARET

ST, SYDNEY NSW 2000

Address and Occupation of Witness (Print)

Attorney

Gianni Carfi

Name of Attorney (print)

Attorney

Daniel Seraglio

Name of Attorney (print)

MIRVAC HOMES (NSW) PTY LTD ACN 006 922 998 AS JOINT  
PROPRIETOR AND MORTGAGEE PURSUANT TO MORTGAGE 8886350

SIGNED BY AND AS ATTORNEYS FOR  
CORNISH GROUP PTY LTD ACN 003 872 400  
UNDER POWER OF ATTORNEY REGISTERED  
BOOK 4578 NO. 301:

SIGNATURE OF WITNESS  
Brendan Saur

NAME OF WITNESS

LEVEL 26, 60 MARGARET ST

SYDNEY NSW 2000

ADDRESS OF WITNESS

ATTORNEY

Gianni Carfi

NAME OF ATTORNEY

ATTORNEY

Daniel Seraglio

NAME OF ATTORNEY

[illegible]

**Issue Date:** 19 October 2020  
**Application Number:** 202003780  
**Receipt Number:** 4888669

InfoTrack  
GPO Box 4029  
SYDNEY NSW 2001

**Your Reference:** 20055994:26931

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

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

**Property Address:** 5A Glenfield Road  
GLENFIELD NSW 2167

**Property Description:** Lot 2 DP 1251537

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)**

**PART 1 – Names of relevant planning instruments and DCPs**

**Planning Instrument:** Campbelltown LEP 2015  
**Effect:** R2 Low Density Residential

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

**Local environmental plans (LEPs) and deemed environmental planning instruments**

Campbelltown LEP 2015

For further information about these local environmental plans and deemed environmental planning instruments, contact Council's Environmental Planning Section on (02) 4645 4608.

**State environmental planning policies (SEPPs)**

SEPP No.21 – Caravan Parks

SEPP No.30 – Intensive Agriculture

SEPP No.33 – Hazardous and Offensive Development

SEPP No.50 – Canal Estate Development

SEPP No.55 – Remediation of Land  
SEPP No.64 – Advertising and Signage  
SEPP No.65 – Design Quality of Residential Apartment Development  
SEPP No.70 – Affordable Housing (Revised Schemes)  
SEPP (Vegetation in Non-Rural Areas) 2017  
SEPP (Sydney Region Growth Centres) 2006  
SEPP (Western Sydney Aerotropolis) 2020  
SEPP (Housing for Seniors or People with a Disability) 2004  
SEPP No.19 - Bushland in Urban Areas  
SEPP (Building Sustainability Index: BASIX) 2004  
SEPP (State Significant Precincts) 2005  
SEPP (Mining, Petroleum Production and Extractive Industries) 2007  
SEPP (Miscellaneous Consent Provisions) 2007  
SEPP (Infrastructure) 2007  
SEPP (Exempt and Complying Development Codes) 2008  
SEPP (Affordable Rental Housing) 2009  
SEPP (State and Regional Development) 2011  
SEPP (Educational Establishments and Child Care Facilities) 2017  
SEPP (Koala Habitat Protection) 2019  
Greater Metropolitan REP No.2 - Georges River Catchment

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

Draft Campbelltown LEP 2015 (Amendment No. 24)

For further information about these draft local environmental plans, contact Council's Environmental Planning Section 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](http://www.planning.nsw.gov.au)).

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- (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 Environmental Planning Section 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.

**PART 2 – Zoning and land use under relevant LEPs**

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

R2 Low Density Residential

- b) The purposes for which the plan or instrument provides that development may be carried out without the need for development consent 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 attached copy of the plan or instrument.

In addition, SEPP (Exempt and Complying Development Codes) 2008 and clause 3.1 of the Campbelltown LEP 2015 allow certain types of development to be carried out as exempt development within the Campbelltown City local government area.

- c) The purposes for which the plan or instrument provides that development may not be carried out except with development consent 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 attached copy of the plan or instrument.

In addition, SEPP (Exempt and Complying Development Codes) 2008 and clause 3.2 of the Campbelltown LEP 2015 allow certain types of development to be carried out as complying development within the Campbelltown City local government area after a complying development certificate has been obtained from Council or from an accredited certifier. Clause 2.5 of the Campbelltown LEP 2015 also allows for additional permitted uses with development consent on particular land.

- d) The purposes for which the plan or instrument provides that development 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 attached copy of the plan or instrument.

- e) 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 attached copy of the plan or instrument. 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.

For further information about items a), b), c), d) and e) above, contact Council's Environmental Planning Section on (02) 4645 4608.

- f) The land subject of this certificate does not include or comprise critical habitat.

- g) The land subject of this certificate is not in a conservation area (however described).

- h) No item of environmental heritage (however described) is situated on the land subject of this certificate.

**PART 2A – Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006**

None

**PART 3 – 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 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)

**PART 4 – Coastal protection**

The land subject of this certificate is not affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that Council has been notified by the Department of Finance, Services and Innovation.

Please note that Campbelltown City Council is not defined as a coastal council under the Coastal Protection Act 1979.

**PART 5 – 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.

**PART 6 – 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.

**PART 7 – 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 Planning and Environment Division 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 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.
- e) 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. Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

**PART 7A – Flood related development controls information**

- (1) Development on all or part of the land subject of this certificate for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is not subject to flood related controls.

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- (2) Development on all or part of the land subject of this certificate for any other purpose is not subject to flood related development controls.
- (3) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

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.

**PART 8 – 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.

**PART 9 – Contribution plans**

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

Section 94 Development Contributions Plan – Glenfield Road Urban Release Area – May 2007  
Campbelltown Local Infrastructure Contributions Plan 2018

For further information about these contribution plans, contact Council's Environmental Planning Section on (02) 4645 4608.

**PART 9A – 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.

**PART 10 – Biobanking agreement**

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.

**PART 10A – Native vegetation clearing set asides**

The land subject of this certificate does not contain a set aside under section 60ZC of the Local Land Services Act 2013 (but only in so far as Council has been notified of the existence of such a set aside area by Local Land Services or it is registered in the public register under that section).



**PART 11 – Bush fire prone land**

Some 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.

Please note that in accordance with section 66 of the Rural Fires Act 1997 and relevant regulations, a Bush Fire Hazard Reduction Notice may have been issued on this land. It is recommended that advice be obtained from the Macarthur Zone Rural Fire Service.

**PART 12 – 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.

**PART 13 – 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).

**PART 14 – Directions under Part 3A**

No direction, in force under section 75P(2)(c1) of the Act, that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land subject of this certificate under Part 4 of the Act does not have effect, has been issued by the Minister.

**PART 15 – Site compatibility certificates and 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.

**PART 16 – Site compatibility certificates for infrastructure**

No valid site compatibility certificate (infrastructure), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.

**PART 17 – Site compatibility certificates and 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.

**PART 18 – 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.

**PART 19 – Site verification certificates**

No current site verification certificate issued under Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007 (of which Council is aware) applies to the land subject of this certificate.

**PART 20 – 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 contact NSW Fair Trading ([www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au))

**PART 21 – Affected building notices and building product rectification orders**

- (1) No affected building notice of which Council is aware is in force in respect of the land subject of this certificate.
- (2)
  - (a) No building product rectification order of which Council is aware and that has not been fully complied with is in force in respect of the land subject of this certificate.
  - (b) No notice of intention to make a building product rectification order of which Council is aware and that is outstanding has been given in respect of the land subject of this certificate.
- (3) In this clause: affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017 and building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

**Matters prescribed by section 59(2) of the Contaminated Land Management Act 1997**

- (a) The land subject of this certificate is not significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.
- (b) The land subject of this certificate is not subject to a management order within the meaning of the Contaminated Land Management Act 1997.
- (c) The land subject of this certificate is not the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.
- (d) The land subject of this certificate is not subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.
- (e) The land subject of this certificate is not the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 provided to Council.

**INFORMATION PROVIDED UNDER SECTION 10.7(5) OF THE ENVIRONMENTAL  
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All properties within the Campbelltown City local government area may be affected by flooding caused by overland flow or local topography. Applicants will need to make their own assessment of the risk associated with these matters. For more information, please complete a Stormwater Advice Request Form that is available on Council's website or by contacting Council on 4645 4000.

Council has received a copy of the map – "Hydrogeological Landscapes – Overall Salinity Hazard - Western Sydney Study Area" and "Hydrogeological Landscapes – Sydney Metropolitan - Western Study Area" from the New South Wales Office of Environmental Heritage (NSW OEH). This map classifies the land within the Campbelltown City local government area as having salinity. Salinity issues may be of relevance to any development of the land subject of this certificate. For further information use the link: <https://www.environment.nsw.gov.au/topics/land-and-soil/soil-degradation/salinity/type-of-salinity-and-their-prevention>.

It should be noted that the Commonwealth Department of Infrastructure and Regional Development has released a document titled "Preliminary Flight Paths" purporting to provide preliminary information on jet aircraft flight paths and flight zones for each of the design options for the Second Sydney Airport Proposals. Some of the flight paths and flight zones shown in this document may, if implemented, impact upon the environment in the vicinity of the land subject of this certificate. Further enquiries in respect of this document should be directed initially to the Commonwealth Department of Infrastructure and Regional Development.

The land subject of this certificate has a boundary to a controlled access road.

This property is located within the area supplied by the Hoxton Park recycled water scheme.

The following draft development control plans (DCPs), that have been placed on exhibition by Council but which have not yet come into effect, apply to the land subject of this certificate:

None

For further information about these draft development control plans, contact Council's Environmental Planning Section on (02) 4645 4608.



Jim Baldwin, per  
**Director City Development**

## Attachment 1

### Campbelltown Local Environmental Plan 2015

#### Zone R2 Low Density Residential

##### 1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To enable development for purposes other than residential only if that development is compatible with the character of the living area and is of a domestic scale.
- To minimise overshadowing and ensure a desired level of solar access to all properties.
- To facilitate diverse and sustainable means of access and movement.

##### 2 Permitted without consent

Home occupations

##### 3 Permitted with consent

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; 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 industries; Places of public worship; Recreation areas; Recreation facilities (outdoor); Respite day care centres; Roads; Schools; Semi-detached dwellings

##### 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>*

## 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 individual lots in a strata plan or community title scheme.
- (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

#### 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,
  - (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 E3 Environmental Management,
  - (f) Zone E4 Environmental Living.
- (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.

#### **4.1A Maximum dwelling density in certain residential areas**

- (1) The objectives of this clause are as follows:
- (a) to restrict the dwelling yield on certain land,
  - (b) to ensure that infrastructure is not overburdened,
  - (c) to provide for a diversity of dwelling types.
- (2) This clause applies to land identified as "Restricted dwelling yield" on the Restricted Dwelling Yield Map.
- (3) Despite clauses 4.1, 4.1AA, 4.1B and 4.1C, the total number of dwellings that may be created by the development of land specified in Column 1 of the table to this clause must not exceed the number specified in Column 2 of the table.

Column 1	Column 2
"Area 1" on the Restricted Dwelling Yield Map, being land at Airds-Bradbury	2104
"Area 2" on the Restricted Dwelling Yield Map, being land at Claymore	1490
"Area 3" on the Restricted Dwelling Yield Map, being land at the Western Sydney University	850

#### **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.

#### **4.1C Minimum qualifying site area and lot size for certain residential and child care centre 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.

Column 1	Column 2	Column 3	Column 4
Dwelling house	Zone R2 Low Density Residential	500 square metres	500 square metres
Dual occupancy	Zone R2 Low Density Residential	700 square metres	300 square metres
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
Child care centres	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 E3 Environmental Management,
  - (b) Zone E4 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
Animal boarding or training establishments	Zone E3 Environmental Management	5 hectares
Educational establishments	Zone E3 Environmental Management or Zone E4 Environmental Living	10 hectares
Places of public worship	Zone E3 Environmental Management	10 hectares

#### 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.
- (2) This clause applies to the following rural zones:
  - (a) Zone RU1 Primary Production,
  - (b) Zone RU2 Rural Landscape,
  - (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 E3 Environmental Management,
  - (c) Zone E4 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
  - (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

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- (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:

- (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 E3**

- (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 E3 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
  - (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 E3**

- (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 E3 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.

#### **4.2D Exceptions to minimum subdivision lot sizes for certain land in Zone E4**

- (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

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- (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.

***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>*

**Issue Date:** 30 June 2020  
**Application Number:** 202002312  
**Receipt Number:** 4784342

InfoTrack  
GPO Box 4029  
SYDNEY NSW 2001

**Your Reference:** 20055994:25158

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

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

**Property Address:** Lot 421 Glenfield Road  
GLENFIELD NSW 2167

**Property Description:** Lot 421 DP 1171573

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)**

**PART 1 – Names of relevant planning instruments and DCPs**

**Planning Instrument:** Campbelltown LEP 2015

**Effect:** R2 Low Density Residential

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

**Local environmental plans (LEPs) and deemed environmental planning instruments**

Campbelltown LEP 2015

For further information about these local environmental plans and deemed environmental planning instruments, contact Council's Environmental Planning Section on (02) 4645 4608.

**State environmental planning policies (SEPPs)**

SEPP No.21 – Caravan Parks

SEPP No.30 – Intensive Agriculture

SEPP No.33 – Hazardous and Offensive Development

SEPP No.50 – Canal Estate Development

SEPP No.55 – Remediation of Land  
SEPP No.64 – Advertising and Signage  
SEPP No.65 – Design Quality of Residential Apartment Development  
SEPP No.70 – Affordable Housing (Revised Schemes)  
SEPP (Vegetation in Non-Rural Areas) 2017  
SEPP (Sydney Region Growth Centres) 2006  
SEPP (Housing for Seniors or People with a Disability) 2004  
SEPP No.19 - Bushland in Urban Areas  
SEPP (Building Sustainability Index: BASIX) 2004  
SEPP (State Significant Precincts) 2005  
SEPP (Mining, Petroleum Production and Extractive Industries) 2007  
SEPP (Miscellaneous Consent Provisions) 2007  
SEPP (Infrastructure) 2007  
SEPP (Exempt and Complying Development Codes) 2008  
SEPP (Affordable Rental Housing) 2009  
SEPP (State and Regional Development) 2011  
SEPP (Educational Establishments and Child Care Facilities) 2017  
SEPP (Koala Habitat Protection) 2019  
Greater Metropolitan REP No.2 - Georges River Catchment

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

Draft Campbelltown LEP 2015 (Amendment No. 24)

For further information about these draft local environmental plans, contact Council's Environmental Planning Section 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](http://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

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For further information about these development control plans, contact Council's Environmental Planning Section 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.

**PART 2 – Zoning and land use under relevant LEPs**

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

R2 Low Density Residential

- b) The purposes for which the plan or instrument provides that development may be carried out without the need for development consent 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 attached copy of the plan or instrument.

In addition, SEPP (Exempt and Complying Development Codes) 2008 and clause 3.1 of the Campbelltown LEP 2015 allow certain types of development to be carried out as exempt development within the Campbelltown City local government area.

- c) The purposes for which the plan or instrument provides that development may not be carried out except with development consent 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 attached copy of the plan or instrument.

In addition, SEPP (Exempt and Complying Development Codes) 2008 and clause 3.2 of the Campbelltown LEP 2015 allow certain types of development to be carried out as complying development within the Campbelltown City local government area after a complying development certificate has been obtained from Council or from an accredited certifier. Clause 2.5 of the Campbelltown LEP 2015 also allows for additional permitted uses with development consent on particular land.

- d) The purposes for which the plan or instrument provides that development 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 attached copy of the plan or instrument.
- e) 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 attached copy of the plan or instrument. 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.

For further information about items a), b), c), d) and e) above, contact Council's Environmental Planning Section on (02) 4645 4608.

- f) The land subject of this certificate does not include or comprise critical habitat.
- g) The land subject of this certificate is not in a conservation area (however described).
- h) No item of environmental heritage (however described) is situated on the land subject of this certificate.



**PART 2A – Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006**

None

**PART 3 – 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 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:

Container Recycling Facilities Code – on all of the land

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

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:

Low Rise Medium Density Housing Code – on any part of the land

(Note: implementation of the Low Rise Medium Density Housing Code within the Campbelltown Local Government Area has been deferred until 1 July 2020.)

Greenfield Housing Code – on any part of the land

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

**PART 4 – Coastal protection**

The land subject of this certificate is not affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that Council has been notified by the Department of Finance, Services and Innovation.

Please note that Campbelltown City Council is not defined as a coastal council under the Coastal Protection Act 1979.

**PART 5 – 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.

**PART 6 – 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.

**PART 7 – 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 Planning and Environment Division 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 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.
- e) 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. Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

**PART 7A – Flood related development controls information**

- (1) Development on all or part of the land subject of this certificate for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is not subject to flood related controls.

- (2) Development on all or part of the land subject of this certificate for any other purpose is not subject to flood related development controls.
- (3) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

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.

#### **PART 8 – 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.

#### **PART 9 – Contribution plans**

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

Campbelltown Local Infrastructure Contributions Plan 2018

Section 94 Development Contributions Plan – Glenfield Road Urban Release Area – May 2007

For further information about these contribution plans, contact Council's Environmental Planning Section on (02) 4645 4608.

#### **PART 9A – 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.

#### **PART 10 – Biobanking agreement**

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.

#### **PART 10A – Native vegetation clearing set asides**

The land subject of this certificate does not contain a set aside under section 60ZC of the Local Land Services Act 2013 (but only in so far as Council has been notified of the existence of such a set aside area by Local Land Services or it is registered in the public register under that section).

**PART 11 – Bush fire prone land**

All 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.

Please note that in accordance with section 66 of the Rural Fires Act 1997 and relevant regulations, a Bush Fire Hazard Reduction Notice may have been issued on this land. It is recommended that advice be obtained from the Macarthur Zone Rural Fire Service.

**PART 12 – 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.

**PART 13 – 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).

**PART 14 – Directions under Part 3A**

No direction, in force under section 75P(2)(c1) of the Act, that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land subject of this certificate under Part 4 of the Act does not have effect, has been issued by the Minister.

**PART 15 – Site compatibility certificates and 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.

**PART 16 – Site compatibility certificates for infrastructure**

No valid site compatibility certificate (infrastructure), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.

**PART 17 – Site compatibility certificates and 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.

**PART 18 – 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.

**PART 19 – Site verification certificates**

No current site verification certificate issued under Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007 (of which Council is aware) applies to the land subject of this certificate.

**PART 20 – 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 contact NSW Fair Trading ([www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au))

**PART 21 – Affected building notices and building product rectification orders**

- (1) No affected building notice of which Council is aware is in force in respect of the land subject of this certificate.
- (2)
  - (a) No building product rectification order of which Council is aware and that has not been fully complied with is in force in respect of the land subject of this certificate.
  - (b) No notice of intention to make a building product rectification order of which Council is aware and that is outstanding has been given in respect of the land subject of this certificate.
- (3) In this clause: affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017 and building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

**Matters prescribed by section 59(2) of the Contaminated Land Management Act 1997**

- (a) The land subject of this certificate is not significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.
- (b) The land subject of this certificate is not subject to a management order within the meaning of the Contaminated Land Management Act 1997.
- (c) The land subject of this certificate is not the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.
- (d) The land subject of this certificate is not subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.
- (e) The land subject of this certificate is not the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 provided to Council.

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

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**INFORMATION PROVIDED UNDER SECTION 10.7(5) OF THE ENVIRONMENTAL  
PLANNING AND ASSESSMENT ACT 1979**

All properties within the Campbelltown City local government area may be affected by flooding caused by overland flow or local topography. Applicants will need to make their own assessment of the risk associated with these matters. For more information, please complete a Stormwater Advice Request Form that is available on Council's website or by contacting Council on 4645 4000.

Council has received a copy of the map "Salinity Potential in Western Sydney - 2002" from the Department of Infrastructure, Planning and Natural Resources (DIPNR). This map classifies the land within the Campbelltown City local government area as having either known salinity, high salinity potential, moderate salinity potential or low salinity potential. Salinity issues may be of relevance to any development of the land subject of this certificate. For further information, contact the Department of Infrastructure, Planning and Natural Resources ([www.dipnr.nsw.gov.au](http://www.dipnr.nsw.gov.au)).

It should be noted that the Commonwealth Department of Infrastructure and Regional Development has released a document titled "Preliminary Flight Paths" purporting to provide preliminary information on jet aircraft flight paths and flight zones for each of the design options for the Second Sydney Airport Proposals. Some of the flight paths and flight zones shown in this document may, if implemented, impact upon the environment in the vicinity of the land subject of this certificate. Further enquiries in respect of this document should be directed initially to the Commonwealth Department of Infrastructure and Regional Development.

The land subject of this certificate has a boundary to a controlled access road.

This property is located within the area supplied by the Hoxton Park recycled water scheme.

The following draft development control plans (DCPs), that have been placed on exhibition by Council but which have not yet come into effect, apply to the land subject of this certificate:

Draft Campbelltown (Sustainable City) DCP 2015 Amendment No.9

For further information about these draft development control plans, contact Council's Environmental Planning Section on (02) 4645 4608.



Jim Baldwin, per  
**Director City Development**

## Attachment 1

### Campbelltown Local Environmental Plan 2015

#### Zone R2 Low Density Residential

##### 1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To enable development for purposes other than residential only if that development is compatible with the character of the living area and is of a domestic scale.
- To minimise overshadowing and ensure a desired level of solar access to all properties.
- To facilitate diverse and sustainable means of access and movement.

##### 2 Permitted without consent

Home occupations

##### 3 Permitted with consent

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; 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 industries; Places of public worship; Recreation areas; Recreation facilities (outdoor); Respite day care centres; Roads; Schools; Semi-detached dwellings

##### 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>*

## 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 individual lots in a strata plan or community title scheme.
- (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

#### 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,
  - (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 E3 Environmental Management,
  - (f) Zone E4 Environmental Living.
- (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.

#### **4.1A Maximum dwelling density in certain residential areas**

- (1) The objectives of this clause are as follows:
- (a) to restrict the dwelling yield on certain land,
  - (b) to ensure that infrastructure is not overburdened,
  - (c) to provide for a diversity of dwelling types.
- (2) This clause applies to land identified as "Restricted dwelling yield" on the Restricted Dwelling Yield Map.
- (3) Despite clauses 4.1, 4.1AA, 4.1B and 4.1C, the total number of dwellings that may be created by the development of land specified in Column 1 of the table to this clause must not exceed the number specified in Column 2 of the table.

Column 1	Column 2
"Area 1" on the Restricted Dwelling Yield Map, being land at Airds-Bradbury	2104
"Area 2" on the Restricted Dwelling Yield Map, being land at Claymore	1490
"Area 3" on the Restricted Dwelling Yield Map, being land at the Western Sydney University	850

#### **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.

#### **4.1C Minimum qualifying site area and lot size for certain residential and child care centre 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.

Column 1	Column 2	Column 3	Column 4
Dwelling house	Zone R2 Low Density Residential	500 square metres	500 square metres
Dual occupancy	Zone R2 Low Density Residential	700 square metres	300 square metres
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
Child care centres	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 E3 Environmental Management,
  - (b) Zone E4 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
Animal boarding or training establishments	Zone E3 Environmental Management	5 hectares
Educational establishments	Zone E3 Environmental Management or Zone E4 Environmental Living	10 hectares
Places of public worship	Zone E3 Environmental Management	10 hectares

#### 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.
- (2) This clause applies to the following rural zones:
  - (a) Zone RU1 Primary Production,
  - (b) Zone RU2 Rural Landscape,
  - (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 E3 Environmental Management,
  - (c) Zone E4 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
  - (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

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- (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:

- (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.

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**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 E3**

- (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 E3 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
  - (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 E3**

- (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 E3 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.

#### **4.2D Exceptions to minimum subdivision lot sizes for certain land in Zone E4**

- (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

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- (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.

*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>*



**Issue Date:** 30 June 2020  
**Application Number:** 202002313  
**Receipt Number:** 4784344

InfoTrack  
GPO Box 4029  
SYDNEY NSW 2001

**Your Reference:** 20055994:25160

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

**Property Address:** 7 Old Glenfield Road  
GLENFIELD NSW 2167

**Property Description:** Lot 1 DP 595077

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)**

**PART 1 – Names of relevant planning instruments and DCPs**

**Planning Instrument:** Campbelltown LEP 2015

**Effect:** R2 Low Density Residential

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

**Local environmental plans (LEPs) and deemed environmental planning instruments**

Campbelltown LEP 2015

For further information about these local environmental plans and deemed environmental planning instruments, contact Council's Environmental Planning Section on (02) 4645 4608.

**State environmental planning policies (SEPPs)**

SEPP No.21 – Caravan Parks

SEPP No.30 – Intensive Agriculture

SEPP No.33 – Hazardous and Offensive Development

SEPP No.50 – Canal Estate Development

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SEPP No.55 – Remediation of Land  
SEPP No.64 – Advertising and Signage  
SEPP No.65 – Design Quality of Residential Apartment Development  
SEPP No.70 – Affordable Housing (Revised Schemes)  
SEPP (Vegetation in Non-Rural Areas) 2017  
SEPP (Sydney Region Growth Centres) 2006  
SEPP (Housing for Seniors or People with a Disability) 2004  
SEPP No.19 - Bushland in Urban Areas  
SEPP (Building Sustainability Index: BASIX) 2004  
SEPP (State Significant Precincts) 2005  
SEPP (Mining, Petroleum Production and Extractive Industries) 2007  
SEPP (Miscellaneous Consent Provisions) 2007  
SEPP (Infrastructure) 2007  
SEPP (Exempt and Complying Development Codes) 2008  
SEPP (Affordable Rental Housing) 2009  
SEPP (State and Regional Development) 2011  
SEPP (Educational Establishments and Child Care Facilities) 2017  
SEPP (Koala Habitat Protection) 2019  
Greater Metropolitan REP No.2 - Georges River Catchment

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

Draft Campbelltown LEP 2015 (Amendment No. 24)

For further information about these draft local environmental plans, contact Council's Environmental Planning Section 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](http://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

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For further information about these development control plans, contact Council's Environmental Planning Section 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.

**PART 2 – Zoning and land use under relevant LEPs**

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

R2 Low Density Residential

- b) The purposes for which the plan or instrument provides that development may be carried out without the need for development consent 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 attached copy of the plan or instrument.

In addition, SEPP (Exempt and Complying Development Codes) 2008 and clause 3.1 of the Campbelltown LEP 2015 allow certain types of development to be carried out as exempt development within the Campbelltown City local government area.

- c) The purposes for which the plan or instrument provides that development may not be carried out except with development consent 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 attached copy of the plan or instrument.

In addition, SEPP (Exempt and Complying Development Codes) 2008 and clause 3.2 of the Campbelltown LEP 2015 allow certain types of development to be carried out as complying development within the Campbelltown City local government area after a complying development certificate has been obtained from Council or from an accredited certifier. Clause 2.5 of the Campbelltown LEP 2015 also allows for additional permitted uses with development consent on particular land.

- d) The purposes for which the plan or instrument provides that development 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 attached copy of the plan or instrument.
- e) 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 attached copy of the plan or instrument. 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.

For further information about items a), b), c), d) and e) above, contact Council's Environmental Planning Section on (02) 4645 4608.

- f) The land subject of this certificate does not include or comprise critical habitat.
- g) The land subject of this certificate is not in a conservation area (however described).
- h) No item of environmental heritage (however described) is situated on the land subject of this certificate.

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**PART 2A – Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006**

None

**PART 3 – 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 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:

Container Recycling Facilities Code – on all of the land

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

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:

Low Rise Medium Density Housing Code – on any part of the land

(Note: implementation of the Low Rise Medium Density Housing Code within the Campbelltown Local Government Area has been deferred until 1 July 2020.)

Greenfield Housing Code – on any part of the land

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

**PART 4 – Coastal protection**

The land subject of this certificate is not affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that Council has been notified by the Department of Finance, Services and Innovation.

Please note that Campbelltown City Council is not defined as a coastal council under the Coastal Protection Act 1979.

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**PART 5 – 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.

**PART 6 – 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.

**PART 7 – 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 Planning and Environment Division 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 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.
- e) 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. Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

**PART 7A – Flood related development controls information**

- (1) Development on all or part of the land subject of this certificate for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is not subject to flood related controls.

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- (2) Development on all or part of the land subject of this certificate for any other purpose is not subject to flood related development controls.
- (3) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

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.

**PART 8 – 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.

**PART 9 – Contribution plans**

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

Campbelltown Local Infrastructure Contributions Plan 2018

Section 94 Development Contributions Plan – Glenfield Road Urban Release Area – May 2007

For further information about these contribution plans, contact Council's Environmental Planning Section on (02) 4645 4608.

**PART 9A – 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.

**PART 10 – Biobanking agreement**

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.

**PART 10A – Native vegetation clearing set asides**

The land subject of this certificate does not contain a set aside under section 60ZC of the Local Land Services Act 2013 (but only in so far as Council has been notified of the existence of such a set aside area by Local Land Services or it is registered in the public register under that section).

**PART 11 – Bush fire prone land**

Some 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.

Please note that in accordance with section 66 of the Rural Fires Act 1997 and relevant regulations, a Bush Fire Hazard Reduction Notice may have been issued on this land. It is recommended that advice be obtained from the Macarthur Zone Rural Fire Service.

**PART 12 – 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.

**PART 13 – 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).

**PART 14 – Directions under Part 3A**

No direction, in force under section 75P(2)(c1) of the Act, that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land subject of this certificate under Part 4 of the Act does not have effect, has been issued by the Minister.

**PART 15 – Site compatibility certificates and 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.

**PART 16 – Site compatibility certificates for infrastructure**

No valid site compatibility certificate (infrastructure), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.

**PART 17 – Site compatibility certificates and 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.

**PART 18 – 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.

**PART 19 – Site verification certificates**

No current site verification certificate issued under Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007 (of which Council is aware) applies to the land subject of this certificate.

**PART 20 – 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 contact NSW Fair Trading ([www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au))

**PART 21 – Affected building notices and building product rectification orders**

- (1) No affected building notice of which Council is aware is in force in respect of the land subject of this certificate.
- (2)
  - (a) No building product rectification order of which Council is aware and that has not been fully complied with is in force in respect of the land subject of this certificate.
  - (b) No notice of intention to make a building product rectification order of which Council is aware and that is outstanding has been given in respect of the land subject of this certificate.
- (3) In this clause: affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017 and building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

**Matters prescribed by section 59(2) of the Contaminated Land Management Act 1997**

- (a) The land subject of this certificate is not significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.
- (b) The land subject of this certificate is not subject to a management order within the meaning of the Contaminated Land Management Act 1997.
- (c) The land subject of this certificate is not the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.
- (d) The land subject of this certificate is not subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.
- (e) The land subject of this certificate is not the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 provided to Council.



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**INFORMATION PROVIDED UNDER SECTION 10.7(5) OF THE ENVIRONMENTAL  
PLANNING AND ASSESSMENT ACT 1979**

All properties within the Campbelltown City local government area may be affected by flooding caused by overland flow or local topography. Applicants will need to make their own assessment of the risk associated with these matters. For more information, please complete a Stormwater Advice Request Form that is available on Council's website or by contacting Council on 4645 4000.

Council has received a copy of the map "Salinity Potential in Western Sydney - 2002" from the Department of Infrastructure, Planning and Natural Resources (DIPNR). This map classifies the land within the Campbelltown City local government area as having either known salinity, high salinity potential, moderate salinity potential or low salinity potential. Salinity issues may be of relevance to any development of the land subject of this certificate. For further information, contact the Department of Infrastructure, Planning and Natural Resources ([www.dipnr.nsw.gov.au](http://www.dipnr.nsw.gov.au)).

It should be noted that the Commonwealth Department of Infrastructure and Regional Development has released a document titled "Preliminary Flight Paths" purporting to provide preliminary information on jet aircraft flight paths and flight zones for each of the design options for the Second Sydney Airport Proposals. Some of the flight paths and flight zones shown in this document may, if implemented, impact upon the environment in the vicinity of the land subject of this certificate. Further enquiries in respect of this document should be directed initially to the Commonwealth Department of Infrastructure and Regional Development.

The land subject of this certificate has a boundary to a controlled access road.

This property is located within the area supplied by the Hoxton Park recycled water scheme.

The following draft development control plans (DCPs), that have been placed on exhibition by Council but which have not yet come into effect, apply to the land subject of this certificate:

Draft Campbelltown (Sustainable City) DCP 2015 Amendment No.9

For further information about these draft development control plans, contact Council's Environmental Planning Section on (02) 4645 4608.



Jim Baldwin, per  
**Director City Development**

## Attachment 1

### Campbelltown Local Environmental Plan 2015

#### Zone R2 Low Density Residential

##### 1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To enable development for purposes other than residential only if that development is compatible with the character of the living area and is of a domestic scale.
- To minimise overshadowing and ensure a desired level of solar access to all properties.
- To facilitate diverse and sustainable means of access and movement.

##### 2 Permitted without consent

Home occupations

##### 3 Permitted with consent

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; 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 industries; Places of public worship; Recreation areas; Recreation facilities (outdoor); Respite day care centres; Roads; Schools; Semi-detached dwellings

##### 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>*

## 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 individual lots in a strata plan or community title scheme.
- (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

#### 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,
  - (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 E3 Environmental Management,
  - (f) Zone E4 Environmental Living.
- (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.

#### **4.1A Maximum dwelling density in certain residential areas**

- (1) The objectives of this clause are as follows:
- (a) to restrict the dwelling yield on certain land,
  - (b) to ensure that infrastructure is not overburdened,
  - (c) to provide for a diversity of dwelling types.
- (2) This clause applies to land identified as "Restricted dwelling yield" on the Restricted Dwelling Yield Map.
- (3) Despite clauses 4.1, 4.1AA, 4.1B and 4.1C, the total number of dwellings that may be created by the development of land specified in Column 1 of the table to this clause must not exceed the number specified in Column 2 of the table.

Column 1	Column 2
"Area 1" on the Restricted Dwelling Yield Map, being land at Airds-Bradbury	2104
"Area 2" on the Restricted Dwelling Yield Map, being land at Claymore	1490
"Area 3" on the Restricted Dwelling Yield Map, being land at the Western Sydney University	850

#### **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

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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.

**4.1C Minimum qualifying site area and lot size for certain residential and child care centre 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.

Column 1	Column 2	Column 3	Column 4
Dwelling house	Zone R2 Low Density Residential	500 square metres	500 square metres
Dual occupancy	Zone R2 Low Density Residential	700 square metres	300 square metres
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
Child care centres	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 E3 Environmental Management,
  - (b) Zone E4 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
Animal boarding or training establishments	Zone E3 Environmental Management	5 hectares
Educational establishments	Zone E3 Environmental Management or Zone E4 Environmental Living	10 hectares
Places of public worship	Zone E3 Environmental Management	10 hectares

#### 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.
- (2) This clause applies to the following rural zones:
  - (a) Zone RU1 Primary Production,
  - (b) Zone RU2 Rural Landscape,
  - (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 E3 Environmental Management,
  - (c) Zone E4 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
  - (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

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- (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:

- (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.



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**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 E3**

- (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 E3 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
  - (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 E3**

- (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 E3 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.

#### **4.2D Exceptions to minimum subdivision lot sizes for certain land in Zone E4**

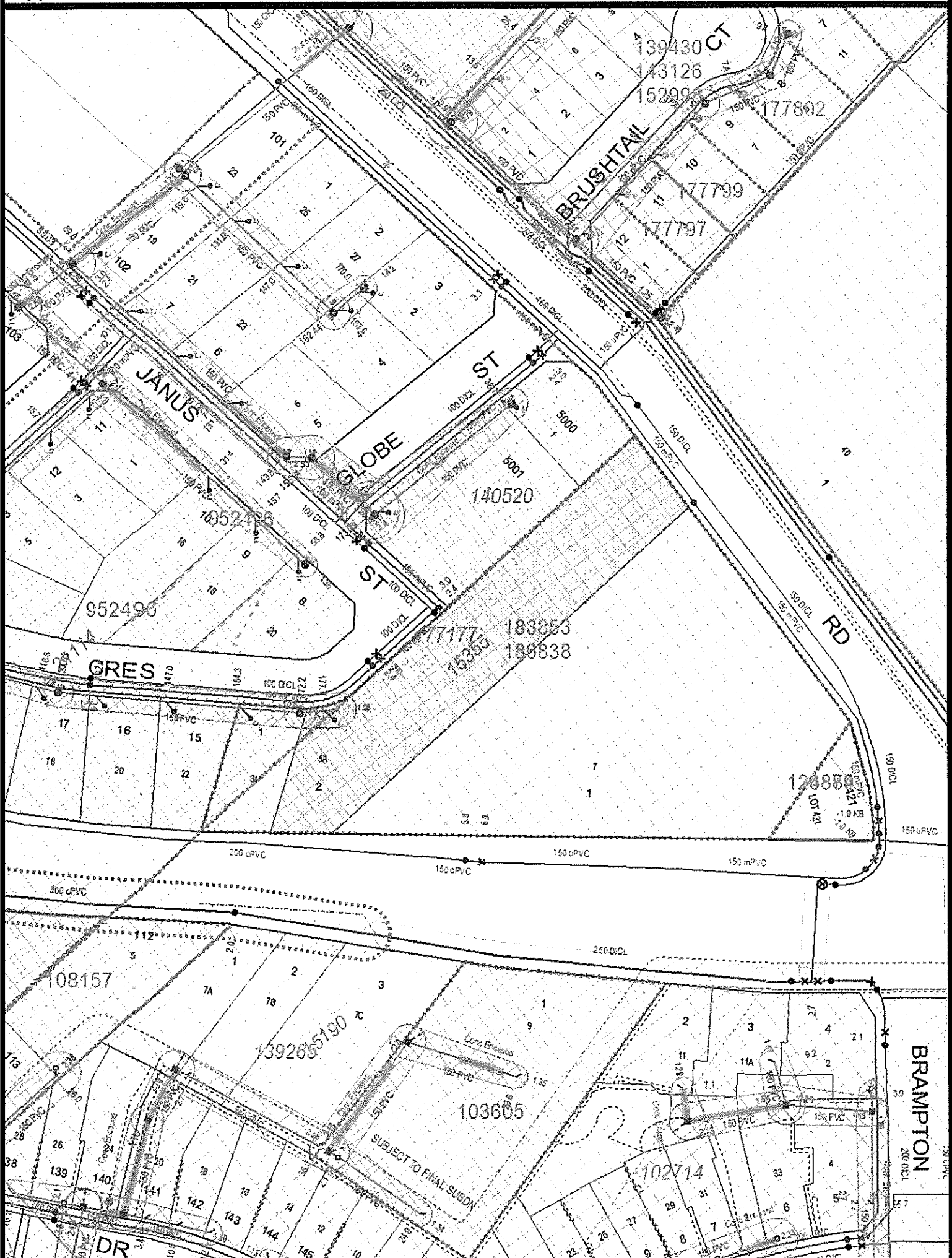
- (1) The objective of this clause is to permit the subdivision of certain land in the East Edge Scenic Protection Lands Area to create lots of a size that are less than the minimum lot size shown on the Lot Size Map in relation to that land.
- (2) This clause applies to land identified as “1 ha” on 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

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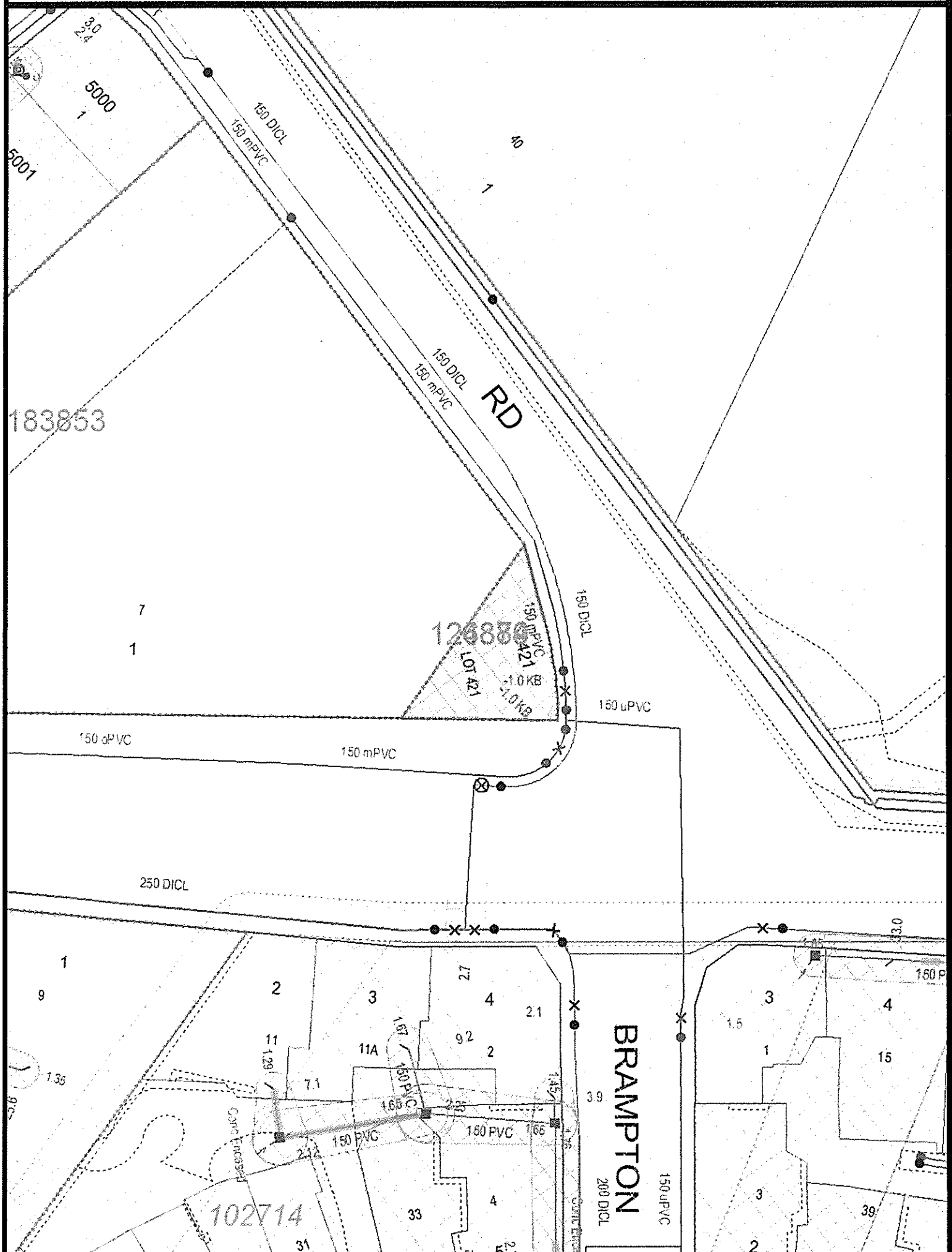
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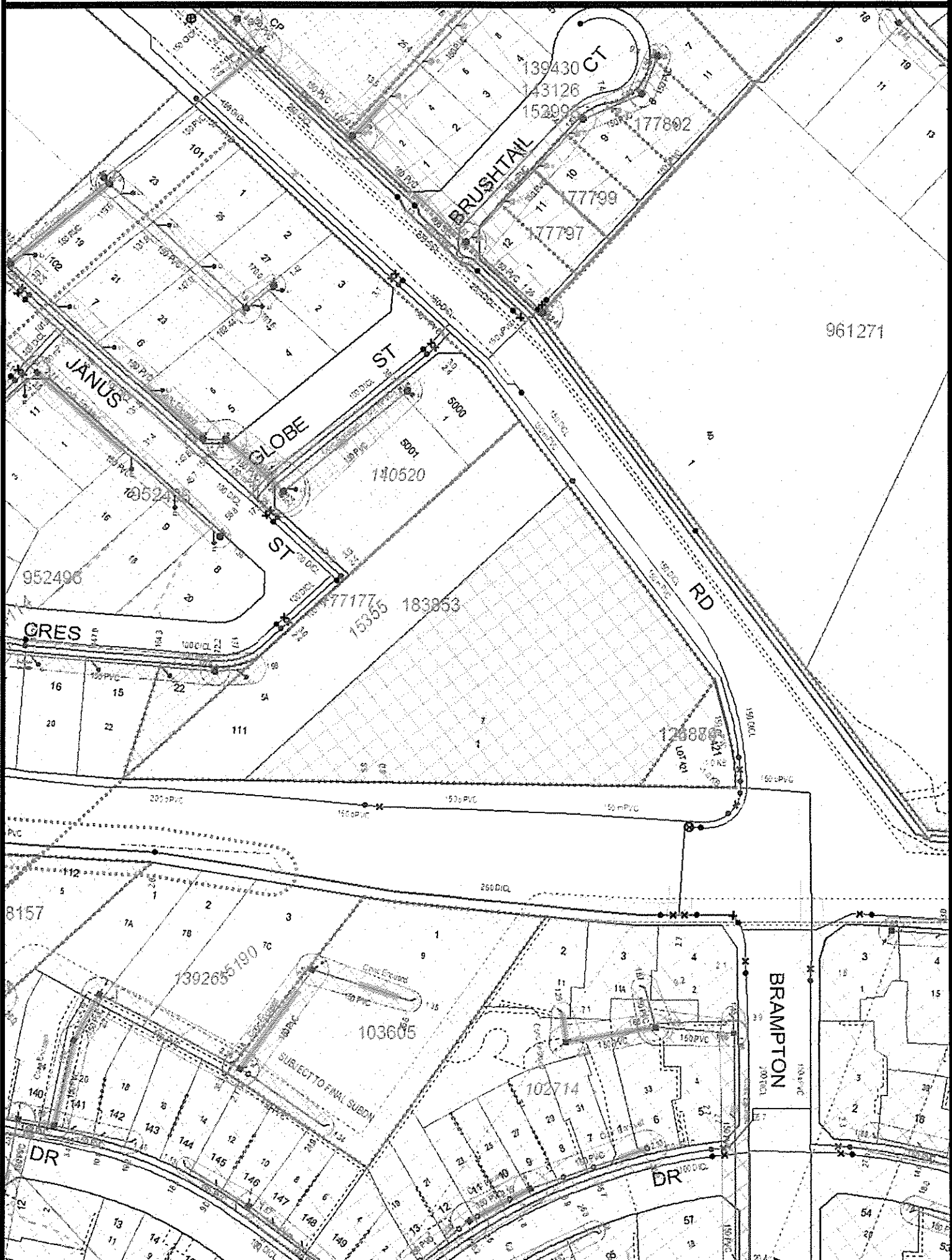
- (iii) if reticulated sewerage is not available to the lot—on-site sewage treatment, management and disposal, and
  - (iv) other services related to the use of the land for residential occupation, and
- (c) if reticulated sewerage is not available to the lot—a geotechnical assessment demonstrates to 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.

***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>*



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.





NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



Application: 10468832  
Your Ref: 20055994

**01 July 2020**

**Property details:** Lot 421 Old Glenfield Rd Glenfield NSW 2167  
LOT 421 DP 1171573

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services  
Customer Services



Application: 10468835  
Your Ref: 20055994

**02 July 2020**

**Property details:** 7 Old Glenfield Rd Glenfield NSW 2167  
LOT 1 DP 595077

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services  
Customer Services



## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:       Unit  
Dated:

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### 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 (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*)? 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 Consumer, Trader and Tenancy Tribunal for an order?
  - (b) have any orders been made by the Consumer, Trader and Tenancy 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 and recorded as the owner of the property on the strata roll, free from all other interests.
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 together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (Act)*.
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?
  - (c) the vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956*) at least 14 days before completion.

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. 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.
15. In respect of the property and the common property:
  - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* 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 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 issued under the *Environmental Planning and Assessment Act 1979* 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 under the *Home Building Act 1989*.
- 16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
- 17. In relation to any swimming pool on the property or the parcel:
  - (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* and *Local Government Act 1993*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* 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.
- 18.
  - (a) If there are any party walls, please 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.
  - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

#### **Affectations, notices and claims**

- 19. In respect of the property and the common property:
  - (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any resumption or acquisition or proposed resumption or acquisition?
    - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (v) any realignment or proposed realignment of any road adjoining them?
    - (vi) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass of them?

#### **Owners corporation management**

- 20. Has the initial period expired?
- 21. If the property includes a utility lot, please specify the restrictions.
- 22. If there are any applications or orders under Part 12 or Part 13 of the Act, please provide details.
- 23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

#### **Capacity**

- 24. 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**

25. 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.
26. 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.
27. 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.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. 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 completion date.

# Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

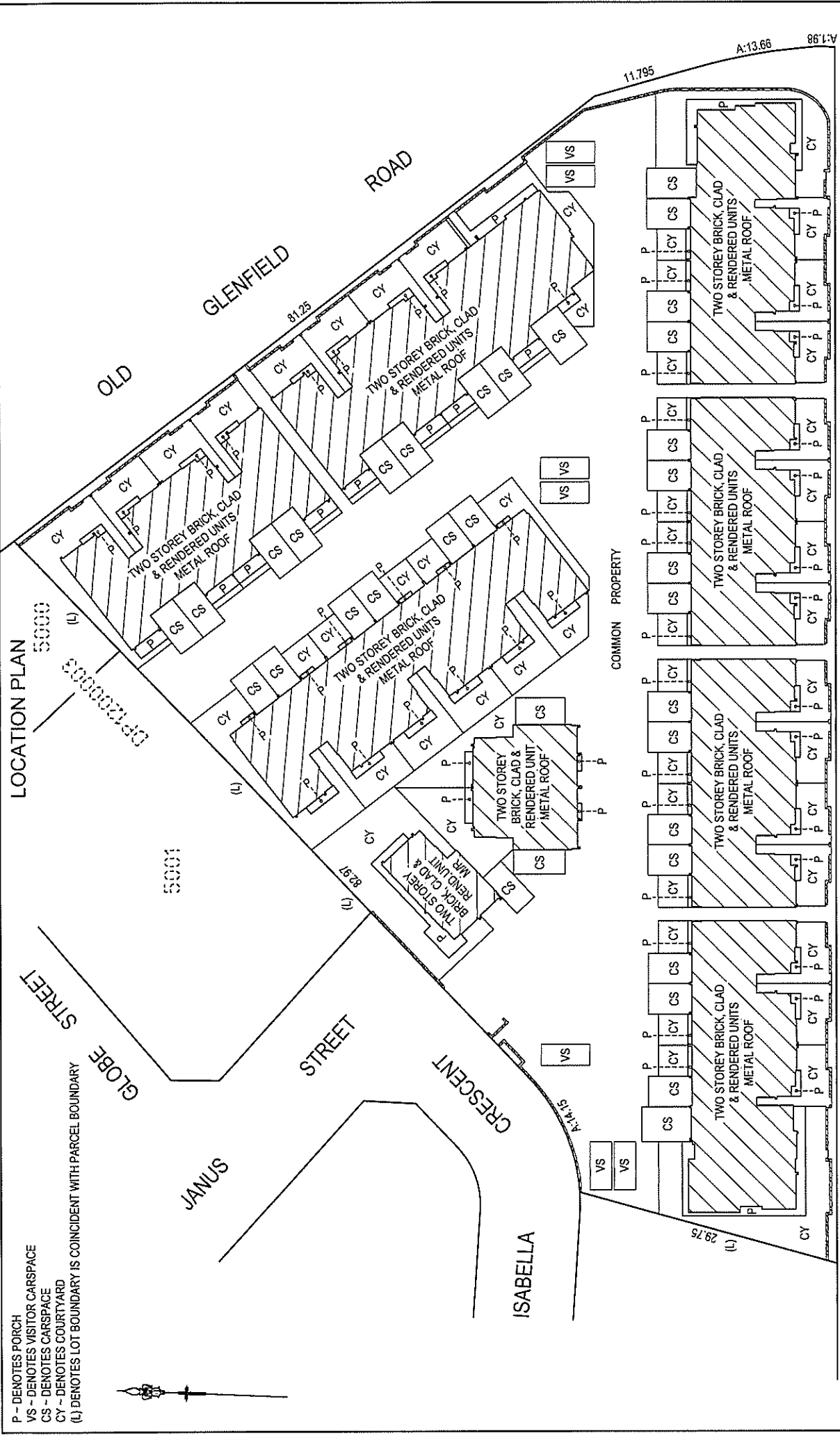
<b>VENDOR</b>	Zaya Jawaro and ZJ Old Glenfield Pty Ltd ACN 618 865 991 and ZJ Old Glendfield Pty Ltd ACN 618 865 991
<b>PROPERTY</b>	5a-7 Glenfield Road, Glenfield 2167

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type:

DETAILS			
Completion	The later of: (a) 42 days from the date of this contract; (b) 21 days after the date upon which Vendor serves the Completion Notice; (c) 21 days after the date upon which the Vendor serves a copy of the Occupation Certificate	Refer to clause(s):	34
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Refer to clause(s): 40
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Clause 55 The sum of \$300.00 + GST to cover the Vendor's legal costs and expenses incurred as a consequence of the delay Interest on the balance of Purchase price at the rate of eight per cent (8%) per annum calculated at a daily rate from the completion date up to and including the actual date of completion.
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	1124/2018/DA-M
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input type="checkbox"/> Yes	Provide details:	Lorus Building Approvals & Certification

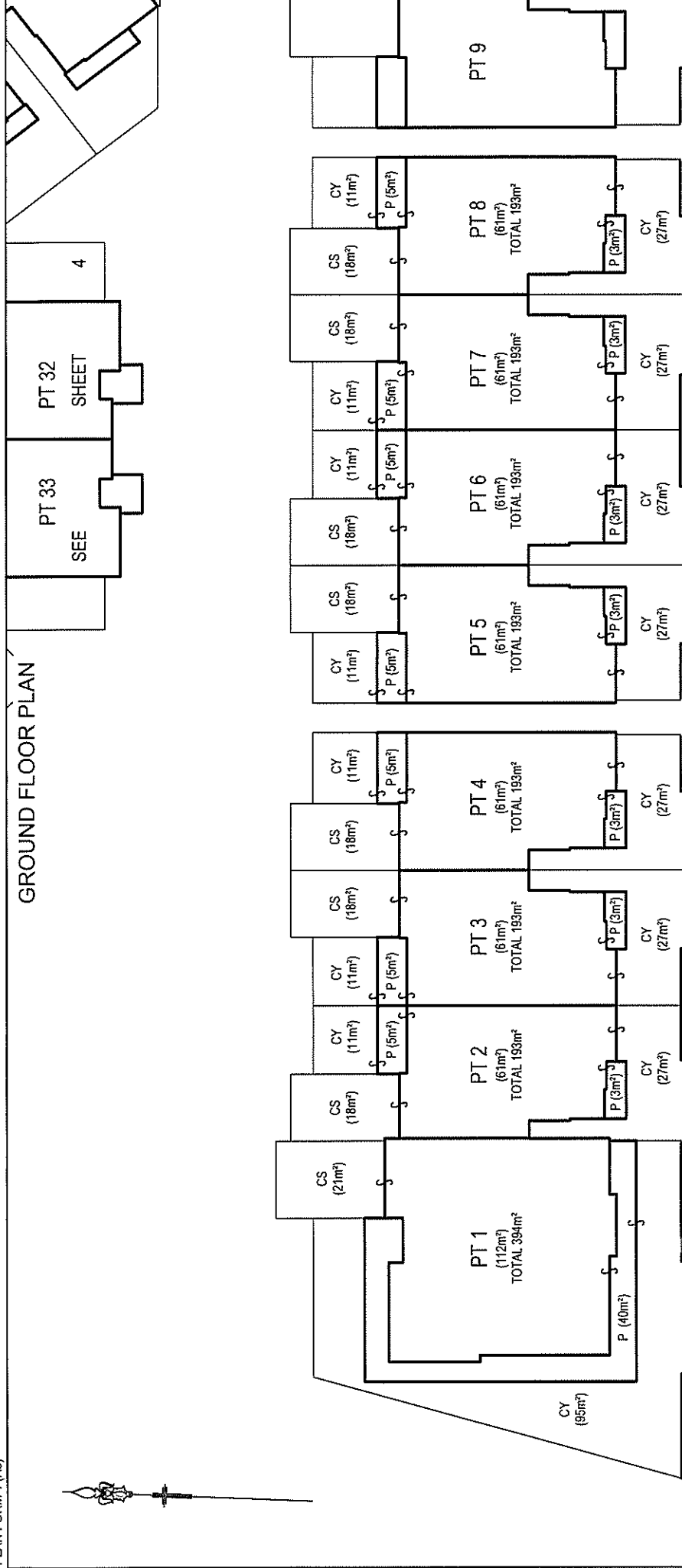
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Clause 40 Vendor can rescind if any of the plans are not registered by the sunset date.
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<b>ATTACHMENTS</b> (s66ZM(2) of the Conveyancing Act 1919)	
The following prescribed documents are included in this disclosure statement ( <i>select all that apply</i> ).	
<input checked="" type="checkbox"/> draft plan <input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan <input checked="" type="checkbox"/> proposed schedule of finishes <input checked="" type="checkbox"/> draft strata by-laws <input type="checkbox"/> draft strata development contract	<input type="checkbox"/> draft community/precinct/neighbourhood/management statement <input type="checkbox"/> draft community/precinct/neighbourhood/development contract <input type="checkbox"/> draft strata management statement <input type="checkbox"/> draft building management statement



GLENFIELD		ROAD	
PLAN OF SUBDIVISION OF LOT D.P.		REGISTERED	
SURVEYOR Name: Peter Robert Warwick Date: 22nd June, 2020. Reference: 21597-C		L.G.A: CAMPBELLTOWN Locality: GLENFIELD Reduction Ratio: 1:400 Lengths are in metres	
DRAFT STRATA 25.06.20			

## GROUND FLOOR PLAN



AREAS ARE APPROXIMATE ONLY  
 P ~ DENOTES PORCH  
 CS ~ DENOTES CARSPACE  
 CY ~ DENOTES COURTYARD

## SURVEYOR

Name: Peter Robert Warwick  
 Date: 22nd June, 2020.  
 Reference: 21597-C

PLAN OF SUBDIVISION OF  
LOT D.P.

L.G.A: CAMPBELLTOWN  
 Locality: GLENFIELD  
 Reduction Ratio: 1:200  
 Lengths are in metres

## REGISTERED

DRAFT STRATA  
 25.06.20

PT 33  
 SEE

PT 32  
 SHEET

4

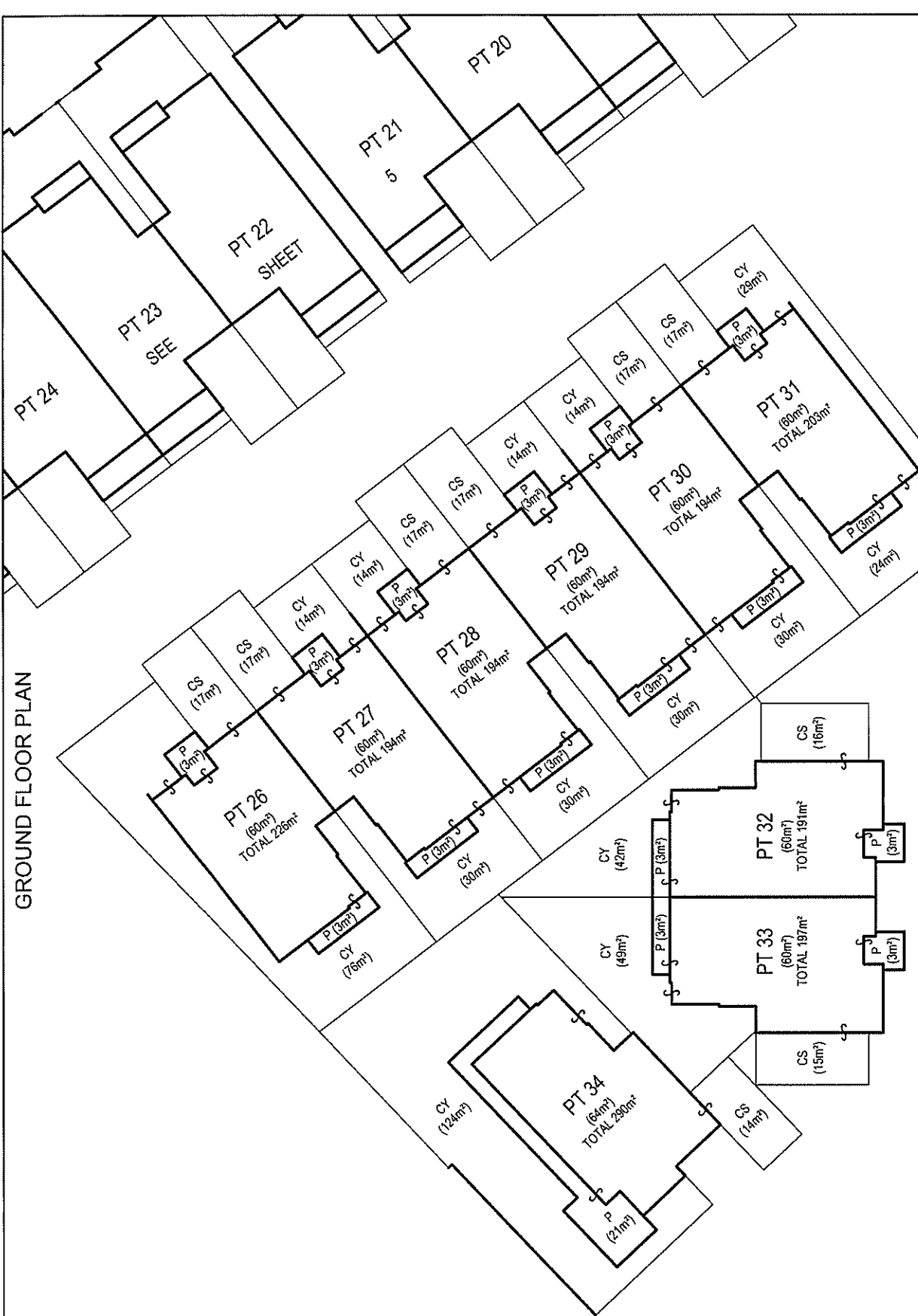


<p><b>SURVEYOR</b></p> <p>Name: Peter Robert Warwick</p> <p>Date: 22<sup>nd</sup> June, 2020.</p> <p>Reference: 21597-C</p>	<p><b>PLAN OF SUBDIVISION OF</b></p> <p>LOT D.P.</p>	<p><b>L.G.A: CAMPBELLTOWN</b></p> <p>Locality: GLENFIELD</p> <p>Reduction Ratio: 1:200</p> <p>Lengths are in metres</p>	<p><b>REGISTERED</b></p>	<p><b>DRAFT STRATA</b></p> <p><b>25.06.20</b></p>
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# GROUND FLOOR PLAN

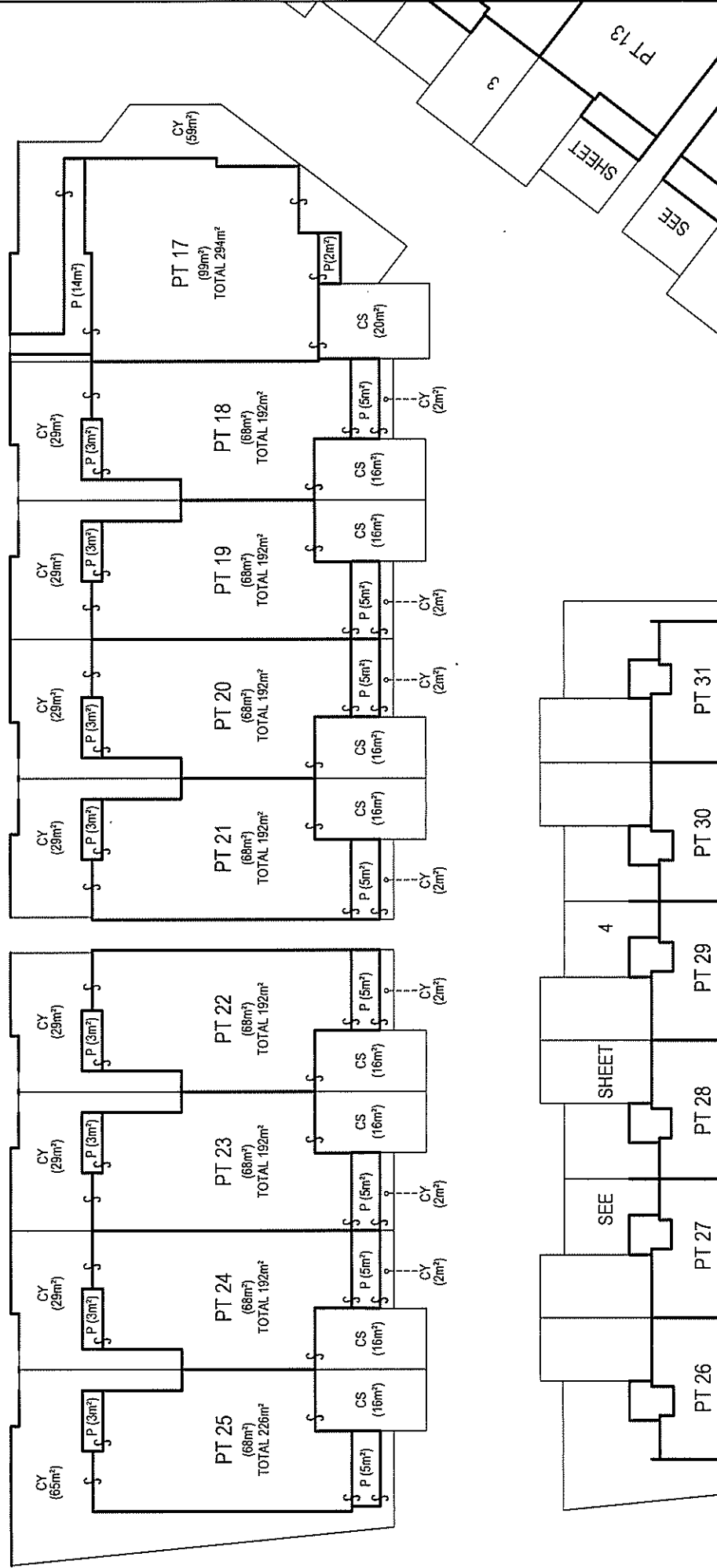
AREAS ARE APPROXIMATE ONLY  
P - DENOTES PORCH  
CS - DENOTES CARSPACE  
CY - DENOTES COURTYARD



<p><b>SURVEYOR</b> Name: Peter Robert Warville Date: 22nd June, 2020. Reference: 21597-C</p>	<p><b>PLAN OF SUBDIVISION OF LOT D.P.</b></p>	<p><b>L.G.A: CAMPBELLTOWN</b> Locality: GLENFIELD Reduction Ratio: 1:200 Lengths are in metres</p>	<p><b>REGISTERED</b></p>	<p><b>DRAFT STRATA</b> 25.06.20</p>
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## GROUND FLOOR PLAN

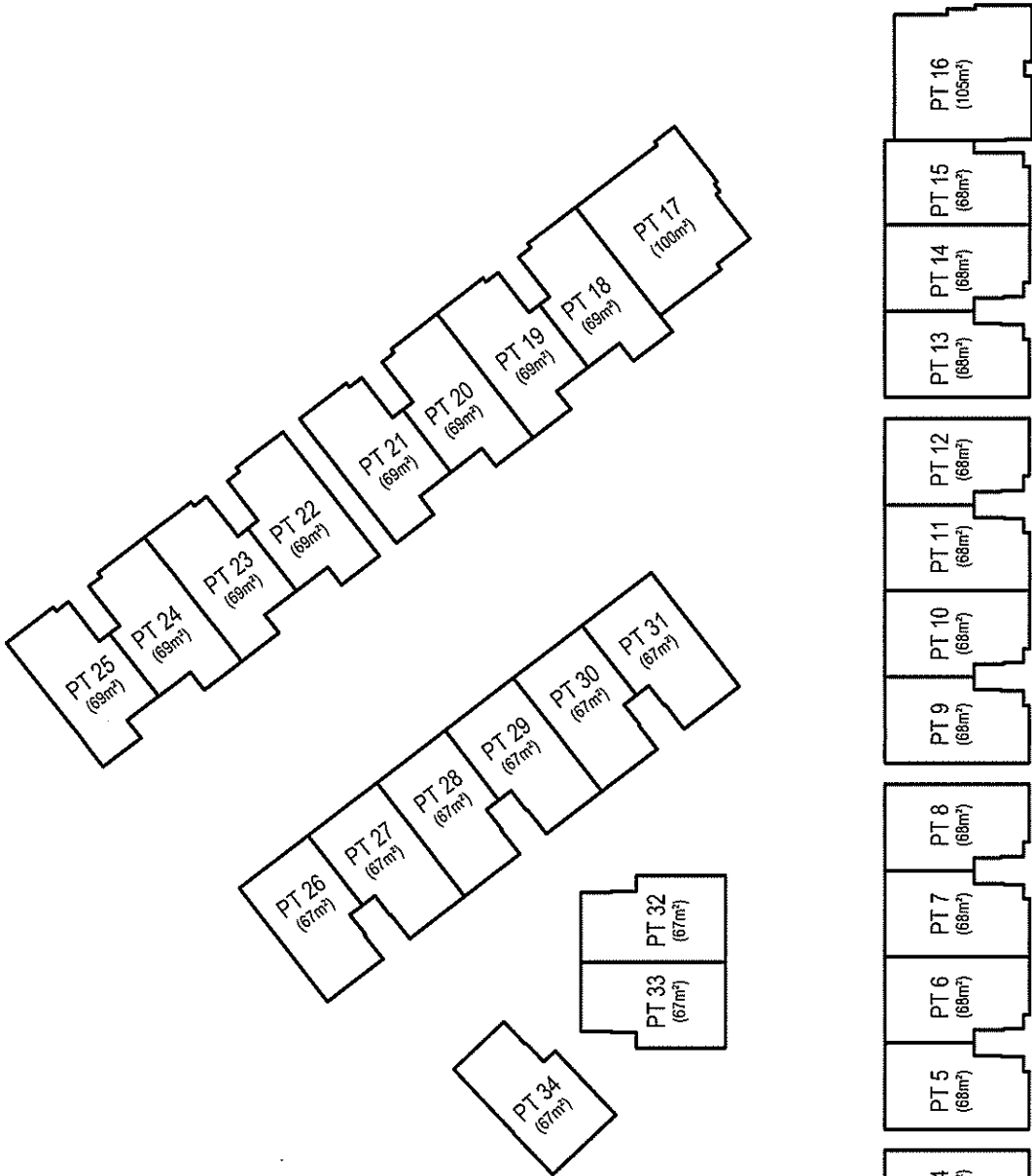
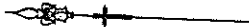
AREAS ARE APPROXIMATE ONLY  
 P - DENOTES PORCH  
 CS - DENOTES CARSPACE  
 CY - DENOTES COURTYARD



SURVEYOR Name: Peter Robert Warwick Date: 22nd June, 2020. Reference: 21597-C	PLAN OF SUBDIVISION OF LOT D.P.	L.G.A: CAMPBELLTOWN Locality: GLENFIELD Reduction Ratio: 1:200 Lengths are in metres	REGISTERED	DRAFT STRATA 25.06.20
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FIRST FLOOR PLAN

AREAS ARE APPROXIMATE ONLY



SURVEYOR Name: <i>Peter Robert Warwick</i> Date: 22 <sup>nd</sup> June, 2020. Reference: 21597-C	PLAN OF SUBDIVISION OF LOT D.P.	L.G.A: CAMPBELLTOWN Locality: GLENFIELD Reduction Ratio: 1:400 Lengths are in metres	REGISTERED	DRAFT STRATA 25.06.20
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**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919 & Section 38(1) of the Strata Schemes Development Act 2015**

**Plan:** Plan of Subdivision of Lot 1 DP595077,  
Lot 111 DP1041032 & Lot 421 DP1171573

**Full name and address  
of the owner of the land:** ZJ OLD GLENFIELD PTY LTD

(Sheet 1 of 5 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1.	Restriction on the use of land	1 to 34 incl.	Campbelltown City Council
2.	Restriction on the use of land	CP & 1 to 34 incl.	Campbelltown City Council
3.	Restriction on the use of land	CP & 1 to 34 incl.	Campbelltown City Council
4.	Restriction on the use of land	CP & 1 to 16 incl.	Campbelltown City Council
5.	Restriction on the use of land	CP & 16 to 25 incl.	Campbelltown City Council
6.	Restriction on the use of land	CP & 1 to 34 incl.	Campbelltown City Council
7.	Positive Covenant	CP	Campbelltown City Council
8.	Restriction on the use of land	CP	Campbelltown City Council

.....  
*Authorised Signatory*

Ref: B21597\_01

.....  
*Delegate  
Campbelltown City Council*

**Plan:** Plan of Subdivision of Lot 1 DP595077,  
Lot 111 DP1041032 & Lot 421 DP1171573

**Full name and address  
of the owner of the land:** ZJ OLD GLENFIELD PTY LTD

(Sheet 2 of 5 Sheets)

**Part 2 (Terms)**

**1. Terms of Restrictions on the use of land numbered one in the abovementioned plan**

No building shall be erected or remain on the land hereby burdened which has a floor level below the height fixed in writing by the Council of the City of Campbelltown.

**2. Terms of Restriction on the use of the land numbered two in the abovementioned plan**

The surface levels of the land hereby burdened shall not be altered unless in accordance with geotechnical advice approved by Campbelltown City Council.

**3. Terms of Restriction on the use of land numbered three in the abovementioned plan**

No uncontrolled fill shall be placed on the lot hereby burdened and no building shall be erected on the lot being a filled lot unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a Chartered Professional Engineer to the requirements and satisfaction of the Council of the City of Campbelltown.

**4. Terms of Restriction on the use of land numbered four in the abovementioned plan**

No vehicular access shall be allowed to or from the lot(s) hereby burdened across the boundary of such lot(s) which adjoins Glenfield Road.

**5. Terms of Restriction on the use of land numbered five in the abovementioned plan**

No vehicular access shall be allowed to or from the lot(s) hereby burdened across the boundary of such lot(s) which adjoins Old Glenfield Road.

**6. Terms of Restriction on the use of land numbered six in the abovementioned plan**

No cut or fill techniques shall be adopted for any building constructed on the lot(s) hereby burdened unless they are in accordance with the Geotechnical Report approved by Campbelltown City Council.

.....  
*Authorised Signatory*

Ref: B21597\_01

.....  
*Delegate  
Campbelltown City Council*

**Plan:** Plan of Subdivision of Lot 1 DP595077,  
Lot 111 DP1041032 & Lot 421 DP1171573  
**Full name and address  
of the owner of the land:** ZJ OLD GLENFIELD PTY LTD

(Sheet 3 of 5 Sheets)

**Part 2 (Terms)**

**7. Terms of Positive Covenant numbered seven in the abovementioned plan**

- 7.1 The proprietor of the burdened lot from time to time shall do all things necessary to maintain, repair and replace the outlet grates and pipes and structures of and incidental to the stormwater detention system within the land so burdened to the satisfaction of Campbelltown City Council and in this regard must comply with any written request of the Council within such reasonable time period as nominated in the said written request.
- 7.2 Where the proprietor of the burdened lot fails to comply with any written request of Campbelltown City Council referred to in 7.1 above the proprietor shall meet any reasonable cost incurred by the Council in completing the work requested.
- 7.3 Full and free right for Campbelltown City Council and every person authorised by it to enter upon the burdened lot in order to inspect, maintain, cleanse, replace, repair any pipeline, grate, pit, other structure or alter surface levels to ensure the on-site detention system within the land so burdened functions to:
- (a) restrict discharge from the site in the nine (9) hour 100 year ARI event to 140 litres per second per hectare;
  - (b) limit the outflow from the site in the shorter duration 1 in 100 year ARE events to the totally undeveloped site discharge; and
  - (c) restrict the discharge from the site for the 1 in 5 ARI storm events to the totally undeveloped site discharges.

**8. Terms of Restriction on the use of land numbered eight in the abovementioned plan**

The proprietor of the burdened lot shall not:

- (a) erect, construct or place any building or other structures;
  - (b) make alterations to the ground surface levels, grates, pits, kerbs or any other structure;
- within the land so burdened without the prior consent of Campbelltown City Council.

**Name of person or Authority empowered to release, vary or modify terms of restrictions and positive covenant numbered one to eight inclusive in the abovementioned plan**

Campbelltown City Council.

.....  
*Authorised Signatory*

.....  
*Delegate  
Campbelltown City Council*

**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 & Section 38(1) of the Strata Schemes Development Act 2015**

**Plan:** Plan of Subdivision of Lot 1 DP595077,  
Lot 111 DP1041032 & Lot 421 DP1171573

**Full name and address  
of the owner of the land:** ZJ OLD GLENFIELD PTY LTD

(Sheet 4 of 5 Sheets)

Executed by **ZJ Old Glenfield Pty Ltd**  
( ACN 618 865 991 ) in accordance  
with Section 127(1) of the Corporations Act

.....  
Signature of Director

.....  
Signature of Director/Secretary

.....  
Name of Director (please print)

.....  
Name of Director/Secretary (please print)

**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 & Section 38(1) of the Strata Schemes Development Act 2015**

**Plan:** Plan of Subdivision of Lot 1 DP595077,  
Lot 111 DP1041032 & Lot 421 DP1171573

**Full name and address  
of the owner of the land:** ZJ OLD GLENFIELD PTY LTD

(Sheet 5 of 5 Sheets)

Campbelltown City Council by its authorised delegate pursuant to S377 Local Government Act 1919.

Signature of Delegate: .....

Name of Delegate: .....

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

Signature of Witness: .....

Name of Witness: .....

Address of Witness: .....



SP FORM 3_E (2019)		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
Office Use Only		Office Use Only			
Registered:		<div style="text-align: center;"> <b>SP</b> </div> <div style="text-align: center;"> <b>DRAFT</b> </div>			
<b>PLAN OF SUBDIVISION OF:</b>  LOT 1 DP 595077, LOT 111 DP 1041032 & LOT 421 DP 1171573		LGA: CAMPBELLTOWN Locality: GLENFIELD Parish: MINTO County: CUMBERLAND			
<div style="display: flex; justify-content: space-between;"> <span>This is a <b>FREEHOLD</b></span> <span>Strata Scheme</span> </div>					
Address for Service of Documents 7 GLENFIELD ROAD GLENFELD NSW 2167  Provide an Australian postal address including a postcode		The by-laws adopted for the scheme are: <input checked="" type="radio"/> Model by-laws for residential strata schemes together with: Keeping of animals: Option A <input checked="" type="radio"/> B <input type="radio"/> Smoke penetration: Option A <input type="radio"/> B <input checked="" type="radio"/> (see Schedule 3 Strata Schemes Management Regulation 2016) <input type="radio"/>			
<b>Surveyor's Certificate</b>  I, PETER ROBERT WARWICK of VINCE MORGAN SURVEYORS PTY LTD  being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. The building encroaches on: Yes <input type="radio"/> No <input checked="" type="radio"/>        Signature: Date: Surveyor ID: 2207 Surveyor's Reference: 21597-C   <small>^ Insert the deposited plan number or dealing number of the instrument that created the easement.</small>		<b>Strata Certificate ( Accredited Certifier )</b>  I, _____ being an Accredited Certifier, accreditation number _____, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 Strata Schemes Development Regulation 2016 and the relevant parts of Section 58 Strata Schemes Development Act 2015.  *(a) This plan is part of a development scheme.  *(b) The building encroaches on a public place and in accordance with section 62(3) Strata Schemes Development Act 2015 the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.  *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 Strata Schemes Development Act 2015.  Certificate Reference:  Relevant Planning Approval No.: issued by:  Signature: Date:  <small>* Strike through if inapplicable          ^ Insert lot number of proposed utility lots</small>			

Office Use Only

**DRAFT**

Office Use Only

Office Use Only

Registered:

SP

DRAFT

This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

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

CREATE

1. RESTRICTION ON THE USE OF LAND
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. POSITIVE COVENANT
8. RESTRICTION ON THE USE OF LAND

If space is insufficient use additional annexure sheet

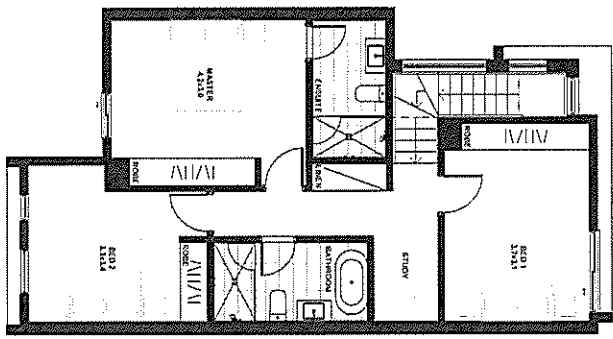
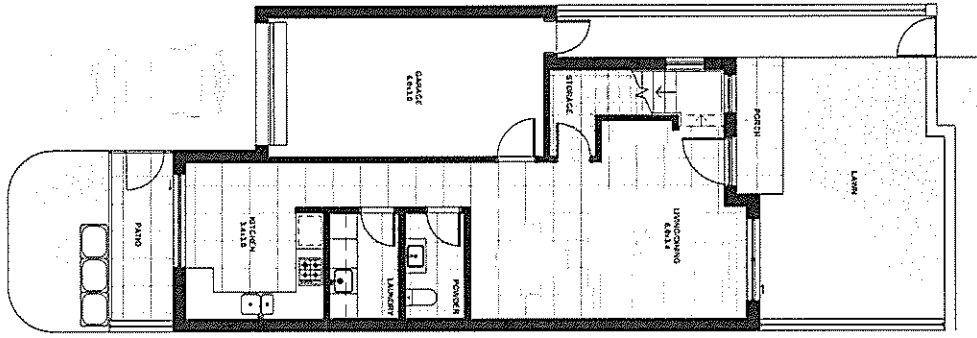
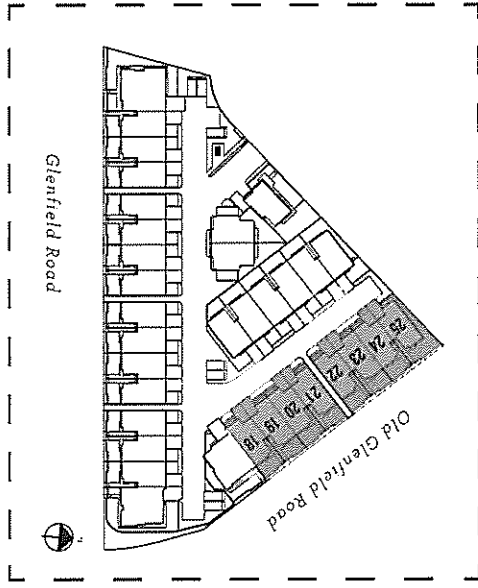
Surveyor's Reference: 21597-C

# SITE PLAN



# TYPE A

NUMBER OF HOMES: 8  
BEDROOMS: 3 + STUDY  
BATH: 3  
CAR: 2  
LOT AREA: 135.5m<sup>2</sup> - 171m<sup>2</sup>  
INTERNAL SIZE: 113.2m<sup>2</sup>

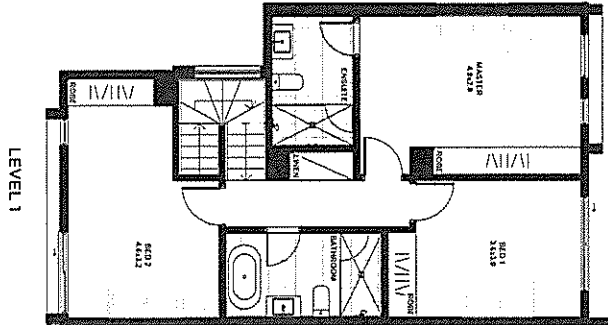
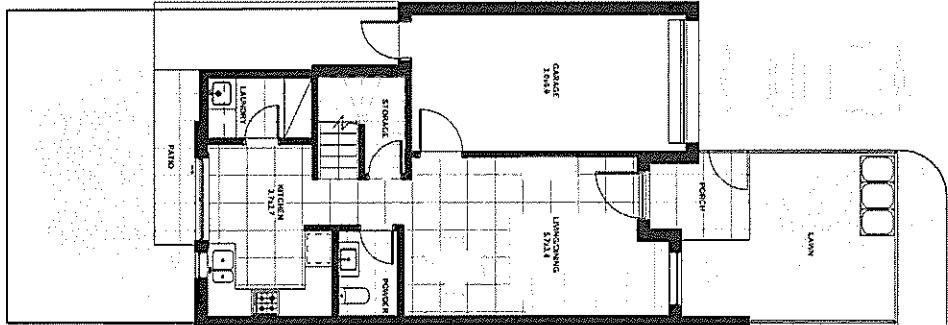
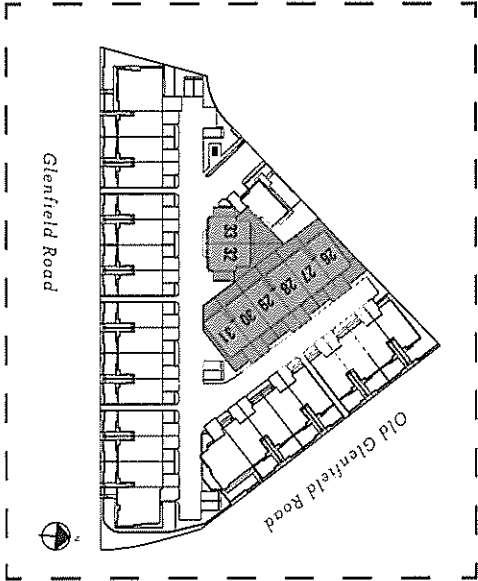


EXPLANATION: The provided information is a preliminary plan for the purpose of illustrating the general layout of the proposed development. All dimensions, measurements, and locations are approximate and may vary from the actual construction. The final design and construction details are subject to the final design and construction of the project. The information is provided for the purpose of illustrating the general layout of the proposed development and is not intended to be used for any other purpose. The information is provided for the purpose of illustrating the general layout of the proposed development and is not intended to be used for any other purpose.

# TYPE B

NUMBER OF HOMES: 8  
BEDROOMS: 3  
BATH: 3  
CAR: 2

LOT AREA: 136 9m<sup>2</sup> 169 5m<sup>2</sup>  
INTERNAL SIZE: 104m<sup>2</sup>

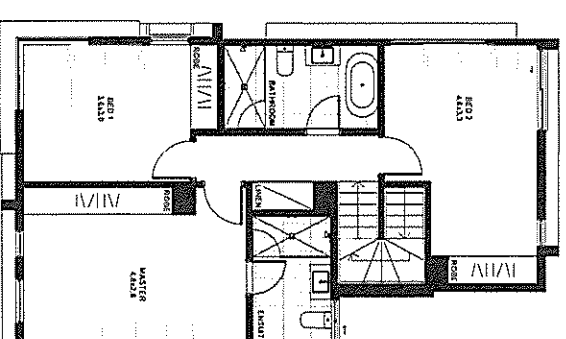
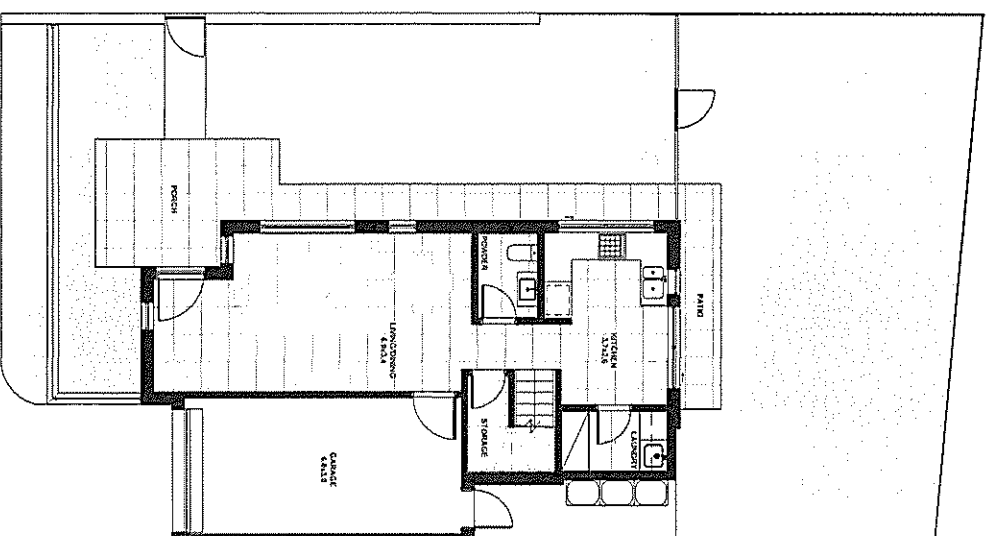
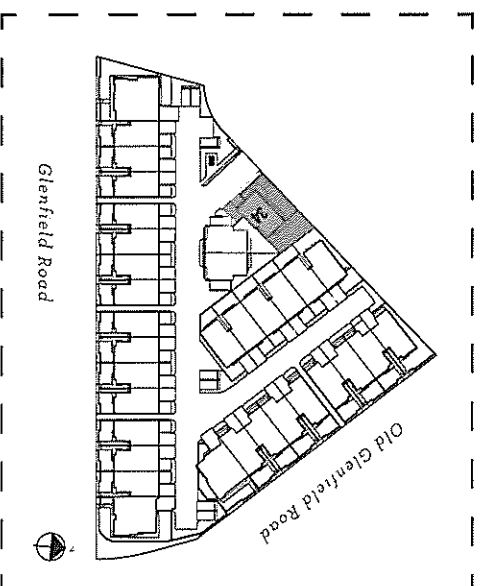


DISCLAIMER: The particulars set out in this General Outline are for information only and do not constitute an offer or contract. All dimensions, dimensions, materials, materials, materials and products are shown in good faith and are believed to be correct but are not intended to be a guarantee of accuracy. The dimensions of the building are shown in good faith and are not intended to be a guarantee of accuracy. The dimensions of the building are shown in good faith and are not intended to be a guarantee of accuracy. The dimensions of the building are shown in good faith and are not intended to be a guarantee of accuracy.

# TYPE B1

NUMBER OF HOMES: 1  
BEDROOMS: 3  
BATH: 3  
CAR: 2

LOT AREA: 236.1m<sup>2</sup>  
INTERNAL SIZE: 108m<sup>2</sup>

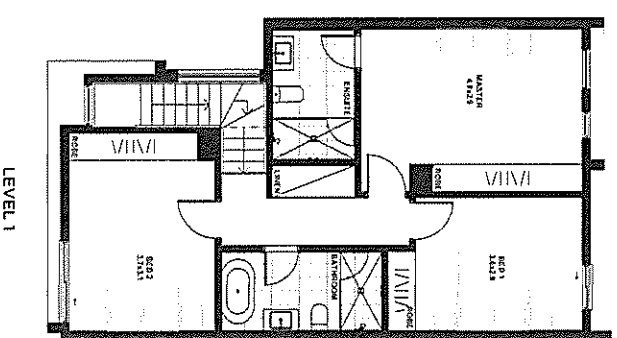
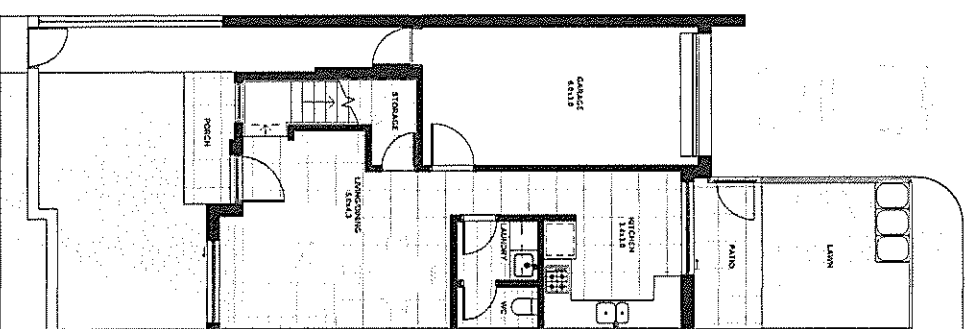
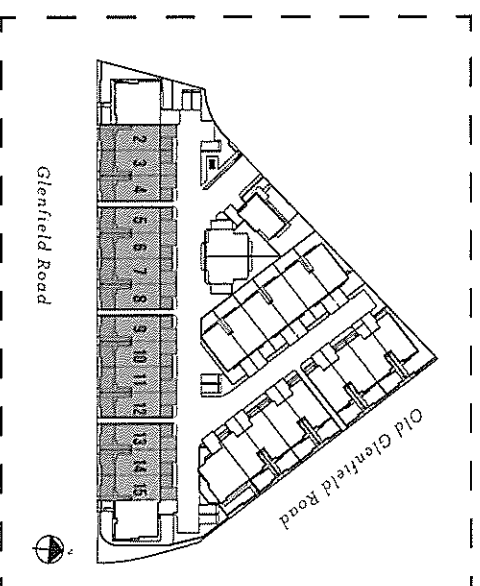


DISCLAIMER: The particulars are set out as a guide only for the purchaser's reference and do not constitute an offer of contract. All dimensions, directions, orientations, positions, and locations are approximate and may vary from the actual dimensions, directions, orientations, positions, and locations of the property. The purchaser is advised to verify the dimensions, directions, orientations, positions, and locations of the property by inspection of the property and by reference to the relevant title documents. The purchaser is advised to verify the dimensions, directions, orientations, positions, and locations of the property by inspection of the property and by reference to the relevant title documents. The purchaser is advised to verify the dimensions, directions, orientations, positions, and locations of the property by inspection of the property and by reference to the relevant title documents.

# TYPE C

NUMBER OF HOMES: 14  
BEDROOMS: 3  
BATH: 3  
CAR: 2

LOT AREA: 135m<sup>2</sup> - 137.6m<sup>2</sup>  
INTERNAL SIZE: 104.4m<sup>2</sup>



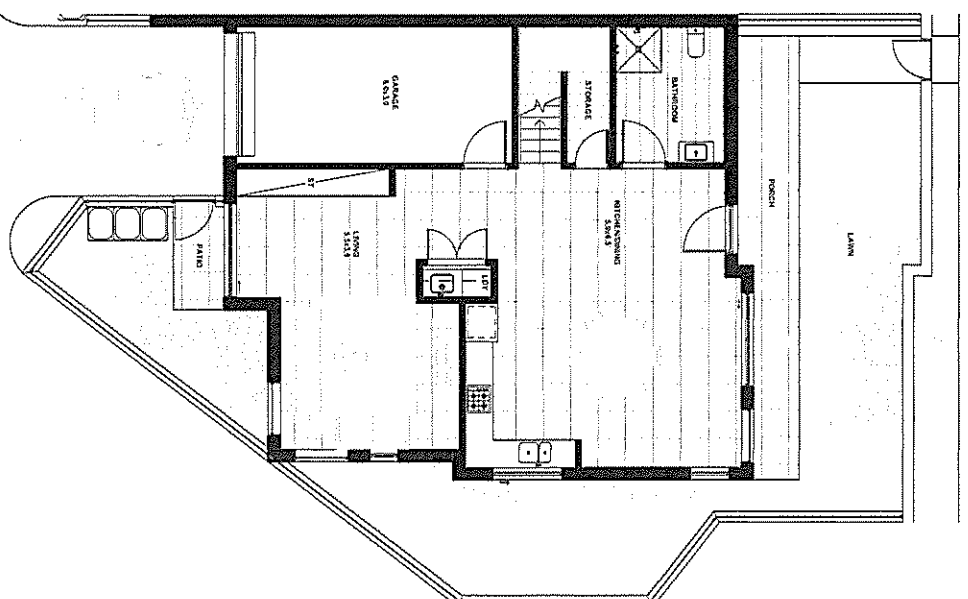
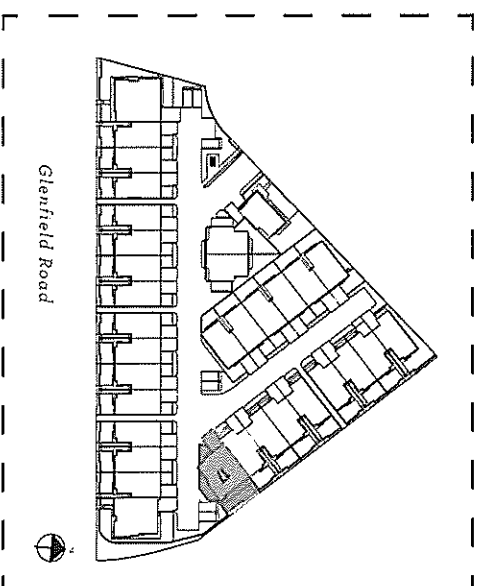
DISCLAIMER: The particulars are set out in a general outline for the guidance of intending purchasers and do not constitute a contract. All descriptions, dimensions, references to boundaries and property is intended for use and relies on details are shown in each plan and are believed to be correct but are not intended for use as a basis for any legal proceedings. The purchaser will be responsible for any and all other matters relating to the property and the purchaser must refer to the contract for all the terms and conditions of sale.



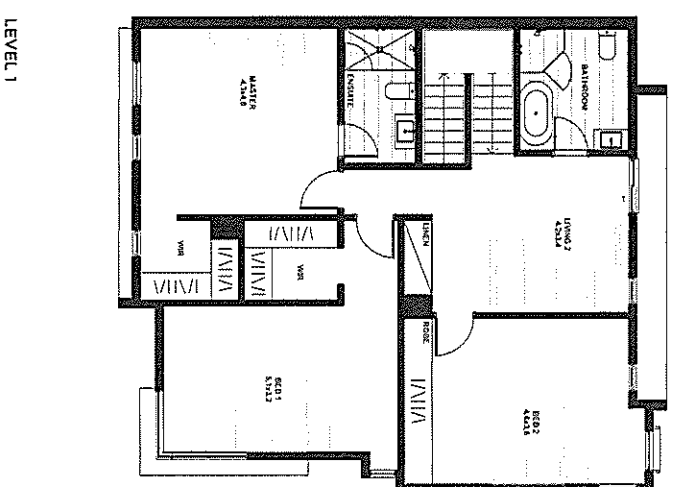
# TYPE D

## PRE-ADAPTION

NUMBER OF HOMES: 1  
BEDROOMS: 3  
BATH: 3  
CAR: 2  
LOT AREA: 210.8m<sup>2</sup>  
INTERNAL SIZE: 174.2m<sup>2</sup>



GROUND FLOOR



LEVEL 1



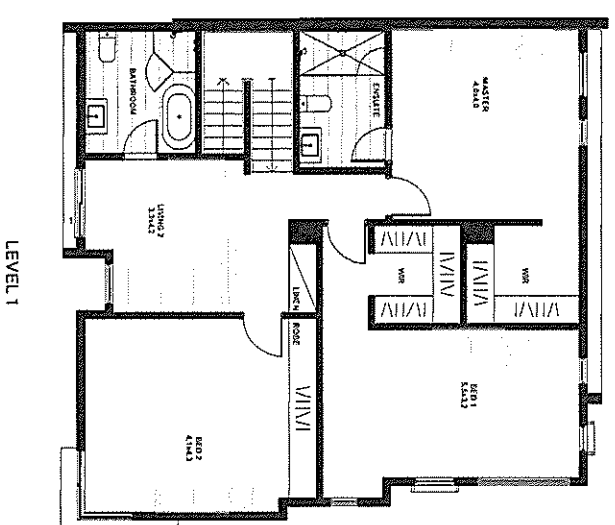
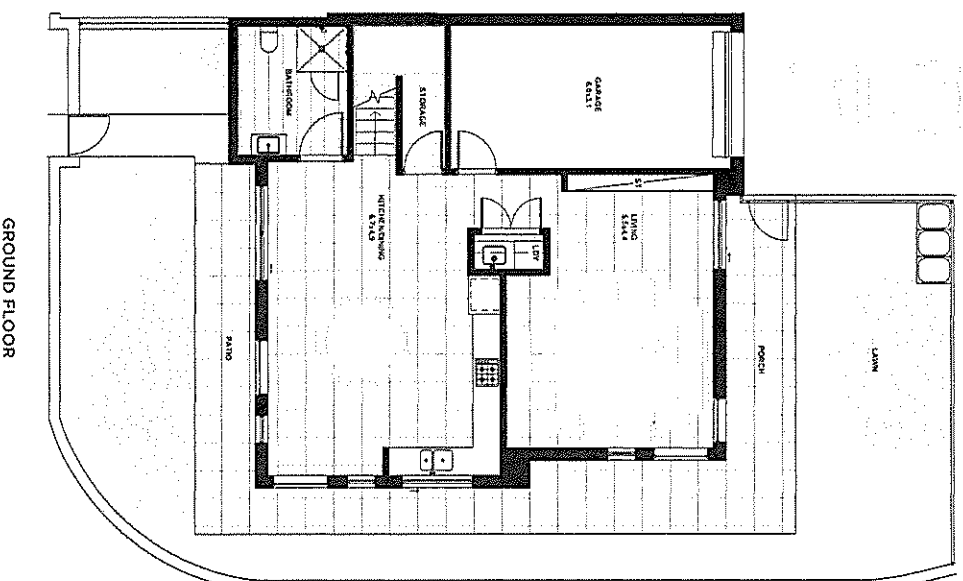
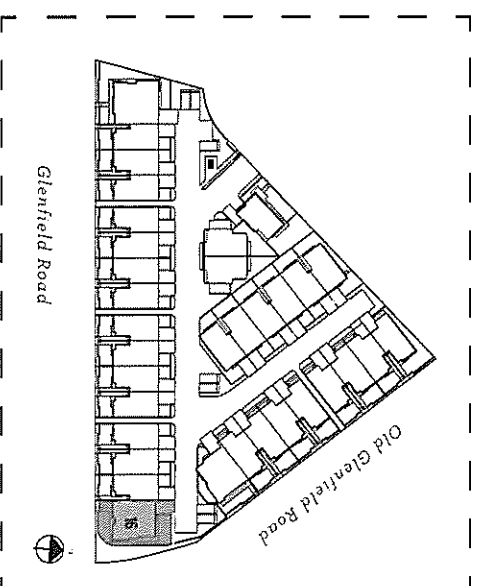
**DISCLAIMER:** The particulars are issued as a preliminary outline for the guidance of intending purchasers and do not constitute an offer of contract. All dimensions, descriptions, locations, boundaries and necessary surrounding information for use and effect of the plan are shown in pencil and are subject to be correct but any intending purchaser should not rely on them as statements of fact but must satisfy themselves by inspection of the plan to the satisfaction of each item and where necessary seek advice. The third party supplier of these plans for any authority in place of any representation of a surveyor and is not liable for any error and purchaser must refer to their contract for the full set of particulars.

# TYPE E

## PRE-ADAPTION

NUMBER OF HOMES: 1  
BEDROOMS: 3  
BATH: 3  
CAR: 2

LOT AREA: 236.4m<sup>2</sup>  
INTERNAL SIZE: 177.7m<sup>2</sup>



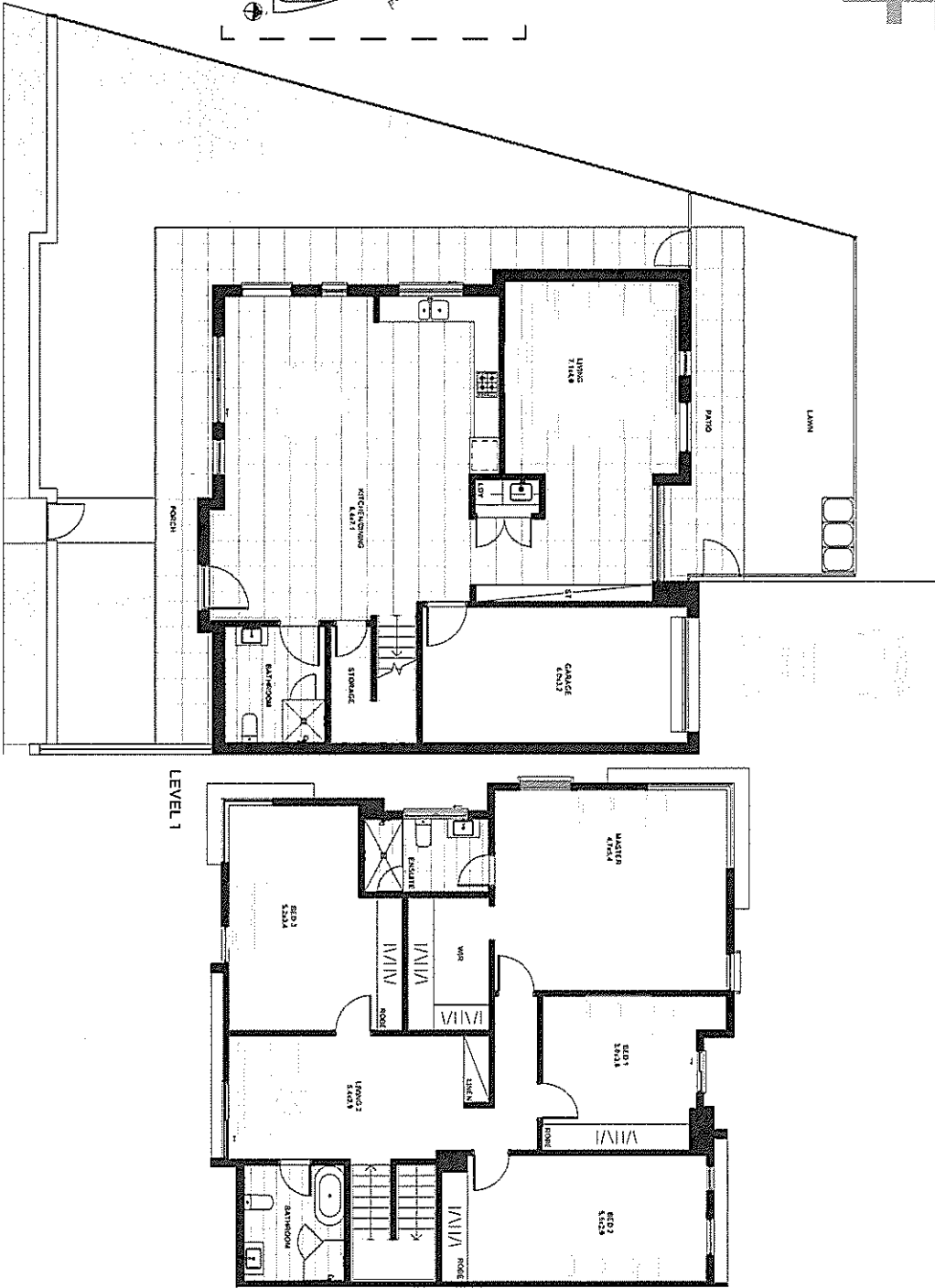
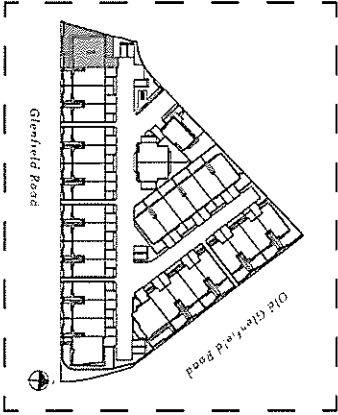
DISCLAIMER: The purchaser is advised to obtain a professional opinion for the purpose of intended purchase and do not rely on any information or advice. All dimensions, measurements, references to materials and necessary particulars for use and other details are given in good faith and are believed to be correct and are intended for guidance only. The purchaser is advised to obtain a professional opinion for the purpose of intended purchase. The purchaser is advised to obtain a professional opinion for the purpose of intended purchase. The purchaser is advised to obtain a professional opinion for the purpose of intended purchase.

# TYPE F

## PRE-ADAPTION

NUMBER OF HOMES: 1  
BEDROOMS: 4  
BATH: 3  
CAR: 2

LOT AREA: 285.5m<sup>2</sup>  
INTERNAL SIZE: 212m<sup>2</sup>



**DISCLAIMER:** The plans are not for a finished building but for the purpose of illustrating the general layout and design of the proposed development. All dimensions, areas, and volumes are approximate and should not be used for construction purposes. The plans are not to be used for any other purpose without the written consent of the architect. The plans are not to be used for any other purpose without the written consent of the architect.

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Registered:	Office use only	Office use only

**Residential Strata By-Laws**  
**5a-7 Glenfield Road, Glenfield NSW 2167**

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Registered:	Office use only	Office use only

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## 1. Definitions

1.1. The meanings of the terms used in this instrument are set out below;

**“Act”** means the Strata Scheme Management Act 2015, as amended from time to time.

**“Animal”** means any small animal and includes, but is not limited to dogs, cats and birds.

**“Approved Safety Device”** means a safety device approved with regard to the fire safety requirements applicable to the building from time to time and include but is not limited to locks and deadlocks.

**“Assistance Animal”** means a dog or other animal that:

- (a) Has been accredited under NSW law or has been accredited by an animal training organisation; and
- (b) Has been trained:
  - a. To assist a person with a disability to alleviate the effect of the disability; and
  - b. To meet standards of hygiene and behaviour that are appropriate for an animal in a public place.

**“Building”** means the building erected on the land comprised in the Strata Scheme.

**“Car Spaces”** means any part of a Lot any designated for parking of Motor Vehicles.

**“Child”** means a person age fifteen (15) years or less.

**“Common Property”** means all car parking spaces within the Strata Scheme that are not part of a Lot and includes any car spaces designated as a disabled car space.

**“Common Property Car Spaces”** means all car parking spaces within the Strata Scheme that are not part of a Lot and includes any car space designated as a disabled car space, services car space or visitor car space.

**“Council”** means Campbelltown City Council or the relevant local government body from time to time.

**“Future Owner”** means the registered proprietor/s of a Lot succeeding the Owner.

**“Lot”** means a Lot in the strata scheme created on registration of the Strata Plan lodged at NSW Land Registry Services at the time these by-laws are registered

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**“LEP”** means the Campbelltown Local Environment Plan 2015, as amended from time to time.

**“Motor Vehicle”** includes cars, motor bikes and motor scooters, but does not include motor vehicles in excess of 2.5 tonnes in weight, caravans, camper-vans or mobile homes.

**“Non-Permanent Accommodation”** means the renting, leasing or letting of a Lot by an Owner or Occupier for a period less than three (3) months and includes ‘tourist and visitor accommodation’, ‘hotel or motel accommodation’ and ‘serviced apartments’ as defined in the LEP.

**“Occupier”** means lessee, licensee, employee agent or contractor of an Owner from time to time.

**“Owner”** means the registered proprietor or mortgagee in possession of a Lot from time to time and includes any Future Owner.

**“Property”** means the entirety of the land comprising 5a-7 Glenfield Road, Glenfield NSW 2167 comprising the Building and Strata Scheme.

**“Rooftop Terrace”** means the Common Property area on the rooftop of the Building.

**“Strata Manager”** means a strata managing agent appointed under the Strata Management Act by the Owner’s Corporation and if no person is for the time being so appointed, the secretary of the Owner’s Corporation.

**“Storage Room”** means the storage rooms in the Building that form part of the Lots.

**“Strata Plan”** means the Strata Plan with which this instrument is registered.

**“Strata Scheme”** means strata scheme created on registration of the Strata Plan

## 2. Interpretations

In this instrument unless the context clearly indicates otherwise;

**2.1.** Headings are for convenience only and do not affect the interpretations of these by-laws.

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**2.2.** Words importing the singular number include the plural and the masculine gender the feminine or neutral or vice versa and words importing person shall include corporation and vice versa.

**2.3.** In the event that one or more provisions contained in these by-laws should be invalid, illegal or unenforceable, then this provision shall be severed here from and the invalidity illegality or unenforceability of the remaining provisions shall be unaffected.

### **3. Noise & Odours**

Owners and Occupiers must not create or cause to emanate, any noise or odour on or from a Lot, Common Property or any other part of the property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property, or contrary to any requirement of any relevant authority.

### **4. Behaviour of Owners and Occupiers**

Owners and Occupiers when on Common Property, must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.

### **5. Children playing on Common Property**

Owners and Occupiers must not permit any child of whom the Owner or Occupier has control, to play on Common Property unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, car parking area, water feature, or other area of possible danger or hazard to said child.

### **6. Behaviour of invitees**

Owners and Occupiers must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful and quiet enjoyment of a Lot and/or Common property by any person lawfully using another Lot or Common Property.

### **7. Drying of laundry items**

Owners and Occupiers must not, except with the prior written approval of the Owner's Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the Building other than on any lines provided by the Owner's Corporation for the purpose and there only for a reasonable period.



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## **8. Appearance of Lots**

- 8.1.** Owners and Occupiers must not, except with the prior written approval of the Owner's Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not keeping with the rest of the building.
- 8.2.** Owners and Occupiers must ensure all curtains, blinds or doors which face another Lot, public or areas of Common Property, must have a non-reflective unpatterned coloured backing of white, beige or grey, or any other colour that may be approved by the Owner's Corporation from time to time.
- 8.3.** This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 7.
- 8.4.** Owners and Occupiers must ensure that all external surface materials (including colours and texture of any part of the building and/or hard paved areas) shall blend with the surrounding environment and be non-reflective.

## **9. Cleaning windows and doors**

Owners and Occupiers must keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:

- a)** The Owner's Corporation resolves that it will keep the glass or specified part of the glass clean, or
- b)** That glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

## **10. Moving furniture and other objects on or through Common Property**

- 10.1.** Owners and Occupiers must not transport any furniture, large objects or deliveries to or from the Lot through or on Common Property within the Building unless sufficient notice has first been given to the Owner's Corporation so as to enable the Owner's Corporation to arrange for its nominee to be present at the time (if it thinks fit) when the Owner or Occupier does so.
- 10.2.** An Owner Corporation may resolve that furniture, large objects or deliveries to and from the Lot are to be transported through or on the Common Property (whether in the Building or not) in a specified manner.

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**10.3.** If the Owner's Corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the Lot are to be transported, then an Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to and from the Lot through or on Common Property except in accordance with that resolution.

#### **11. No Smoking on Common Property**

**11.1.** Owners and Occupiers must not smoke any substance or permit any invitees of the Owners or Occupier to smoke any substance;

- a) On any area of the Common property;
- b) In a Lot so as to allow smoke from such substance to enter the Common Property or another Lot; and/or
- c) And/or place, drop, leave or throw any refuse from smoking (including without limitation any match or cigarette butt) on the Common Property.

**11.2.** The Owner's Corporation delegates to the strata managing agent responsibility for the service of a notice on the Owner or Occupier of a Lot, such notice requiring the Owner or Occupier to comply therewith if the strata managing agent is satisfied that the Owner or Occupier has contravened this by-law.

#### **12. Depositing rubbish and other material on Common Property**

Owners and Occupiers must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discard item except with the prior written approval of the Owner's Corporation.

#### **13. Obstruction of Common Property**

**13.1.** Owners and Occupiers must not obstruct the lawful use of Common Property by any person except on a temporary and non-recurring basis.

**13.2.** Owners and Occupiers must not, except with the prior written approval of the Owner's Corporation and/or the Council where required:

- a) Damage any lawn, garden, tree, shrub, plant, flower, irrigation, pipe or equipment being part of or situated on Common Property, or
- b) Use for his or her own purposes as a garden any portion of the common property.

#### **14. Damage to Common Property**

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**14.1.** Owners and Occupiers must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the prior written approval of the Owner's Corporation Consents to the proposed alterations.

**14.2.** An approval given by the Owner's Corporations under subclause 14.1 cannot authorise any alterations or additions to the Common Property.

**14.3.** Owners and Occupiers must not alter the structure of a Lot unless:

- a) Not less than 14 days prior, written notice is given to the Owner's Corporation providing details of the proposed alteration prior to the commencement of work; and
- b) If the alterations affect the Common Property, the Owner's Corporation consents to the proposed alterations.

**14.4.** Owners and Occupiers are responsible for and must compensate the Owner's Corporation for any damage to Common Property cause by the Owner, Occupier or the owner's visitors and the Owner's Corporation are entitled to recover such costs from the Owner or Occupier, including charging those Costs to the Owner's levy account as if they were a contribution under the Act, with all the same rights of recovery to apply.

## **15. Use of Car Spaces, Storage Rooms and Car Wash Bays**

**15.1.** Storage Rooms and Car Spaces must not be used by anyone other than the Owner or Occupier of the relevant Storage Room or Car Space and must not be used for any purpose other than the parking of vehicles related to residence within the relevant Lot. No storage Rooms or Car Spaces are to be used for storage for commercial businesses.

**15.2.** An Owner or Occupier must at all times keep the Car Spaces, access driveways and ramps clear of goods and shall not use them for storage purposed including garbage storage.

**15.3.** The Owner's Corporation shall not consent to the erection of a fixture within a Car Space if it is satisfied that it will inhibit the use of the Car Space or the Common Property by an adjoining Owner or Occupier.

**15.4.** An Owner or Occupier must not park any Motor Vehicle in any Common Property Car Space.

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**15.5.** An Owner or Occupier shall not use or obstruct any car space designated as a disabled car space unless where such Owner or Occupier is so authorised to use such car space by law.

#### **16. Common Property Car Spaces**

**16.1.** Owners, Occupiers and the Owner's Corporation are not to use Common Property Car Spaces. Common Property Car Spaces are only for use by visitors or invitees of Owners or Occupiers, or service vehicles.

**16.2.** At no time can any Owner or Occupier obtain exclusive use rights to, lease or purchase a Common Property Car Space, as they are to be strictly retained as Common Property at all times.

**16.3.** At all times, the Common Property Car Spaces are to be clearly marked as parking available for visitors and maintained in good order.

#### **17. Signage**

**17.1.** At all times, the Owner's Corporation must ensure that the following signs are provided and located within the Strata Scheme at the points of Motor Vehicle egress, compelling drivers to:

- a) Stop before proceedings onto the public way;
- b) 'give way to pedestrians' before crossing the footway; and
- c) 'give way to pedestrians and bicycles' before crossing a footway on an existing or shared path route.

**17.2.** The signs required by this clause must be maintained in good order by the Owners. Corporation, at all times.

#### **18. Motor Vehicles**

**18.1.** Owners and Occupiers must not park or stand any Motor Vehicle or other vehicle or boat on Common Property or permit any invitees of the Owner or Occupier to park or stand any Motor Vehicle or other vehicle or boat on Common Property, except with the prior written approval of the Owner's Corporation.

**18.2.** Owners and Occupiers shall ensure that any Motor Vehicle or other vehicle enter and exit any access driveways to the Building in a forward direction.

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**18.3.** Any Motor Vehicle or other vehicle in a Car Space or a Common Property Car Space must be kept in a roadworthy condition. An owner or Occupier shall not in any circumstance permit oil or other fluids to spill or drip from any Motor Vehicle onto the floor of any Car Space, Common Property Car Space or any other area within the car park. The Owner's Corporation will have the right at all times to enter any car park area for the purpose of removing any split oil or other fluids and the Owner's Corporation may recover from the Owner or Occupier responsible for any spillage in a Car Space, Common Property Car Space or other car parking areas. Any costs relating to their carrying out of that work, including charging those costs to the Owners or Occupier's levy account as if they were a contribution under the Act, with all the same rights of recovery to apply.

**18.4.** An Owner or Occupier shall not carry out any major repairs and/or major maintenance to a Motor Vehicle within their any part of their Lot, including a Car Space or upon Common Property.

## **19. Keeping Animals**

**19.1.** Owners and Occupiers must not without the prior written approval of the Owner's Corporation keep any Animal within their Lot or on Common Property, unless said Animal is an Assistance Animal, small cat, small dog, small caged bird or fish kept in an aquarium, kept within a Lot, in which case such written prior approval is not required.

**19.2.** If an Owner or Occupier keeps Animal and/or Assistance Animal within their Lot, then the Owner or Occupier must:

- a) Notify the Owner's Corporation that the animal is being kept on the Lot, and
- b) Keep the animal within the Lot, and
- c) Carry the animal or have it leashed/restrained when it is on the Common Property,
- d) Take such action and pay any such costs as may be necessary to clean all areas of the Lot or the Common Property that are soiled by the Animal;
- e) Ensure the Animal does not create noise which continually disturbs other Owner's peaceful enjoyment of their property
- f) Ensure the animal does not cause any damage to the Lot or the Common Property;

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- g) Pay and indemnify the Owner's Corporation for any costs associated with the keeping of the animal, including any costs associated with the rectification of Lot or Common Property damaged or affected by the keeping of that animal;
- h) Not make a claim upon the Owner's Corporation's insurance in respect of anything arising from the keeping of the Animal;

**19.3.** Where the Owner's Corporation incurs on behalf of an Owner or Occupier as a result of the Owner or Occupier keeping an Animal, the Owner's Corporation may recover those costs from the Owner or Occupier keeping an Animal, the Owner's Corporation may recover those costs from the Owner or Occupier, including charging those costs to the Owner or Occupier's levy account as if they were a contribution under the Act, with all the same rights of recovery to apply.

**19.4.** Where the Owner's Corporation incurs on behalf of an Owner or Occupier as a result of the Owner or Occupier keeping an Animal, the Owner's Corporation may recover those costs from the Owner or Occupier keeping

## **20. Owner/Occupier Renovations**

**20.1.** Subject to the provisions of this by-law, Owners and Occupiers may install any of the following within their Lot:

- a) Approved Safety Devices, or
- b) Any screen or other device to prevent entry of animals or insects on the Lot, or
- c) Any structure or device to prevent harm to children, or
- d) Any device used to affix decorative items to the internal surfaces of walls in the Owners Lot.

**20.2.** Owners and Occupiers are responsible for and must carry out maintenance to any items installed regarding this by-law, when and where necessary.

**20.3.** If for any reason the Owner's Corporation carries out or pays for repairs to Common Property resulting from the installation or maintenance of items referred to in this by-law, they are entitled to recover those costs from the Owner or Occupier, including charging those Costs to the Owner's levy account as if they were a contribution under the Act, with all the same rights of recovery to apply.

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**20.4.** The installation and maintenance of items referred to in 20.1 above must be carried out and completed;

- a) In a proper and workmanlike manner and be licenced and/or accredited contractors;
- b) With due care and skill using proper materials;
- c) In compliance with all reasonable requirements of the Owner's Corporation;
- d) In compliance with the Building Code of Australia and any other Australia Standards (as applicable);
- e) In keeping with the appearance of the building in it style, colour materials and overall design;
- f) In a way as to not unreasonably interfere with the enjoyment of other Lots and/or Common Property by other persons;
- g) In a way which minimises the disturbance of other owners including but not limited to vibration, noise, dust and dirt;
- h) Ensuring that the security of the Strata Scheme is maintained throughout the installation and all maintenance thereto;
- i) Keeping all areas as clean and tidy as possible and promptly repairing any damage cause to any part of the Lot and/or Common Property cause by the installation and/or maintenance thereto.

**20.5.** Owners and Occupiers will indemnify and keep indemnified the Owner's Corporation regarding items installed under this by-law.

## **21. Floor Coverings**

**21.1.** Owners must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot and so as to comply with all requirements of any statutory authority.

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**21.2.** This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

## **22. Air-conditioning Plant and Equipment**

**22.1.** Owners and Occupiers of Lots serviced by air-conditioning, shall be entitled to retain on a non-exclusive basis any part of the plant and equipment servicing that Lot (including but not limited to plant, equipment, cabling, pipes and such other components reasonably necessary for the proper operation of such air-conditioning unit) which is located on the Common property provided that such Owner or Occupier shall replace, service, repair and maintain in a proper and workmanlike manner and at his own cost all such air-conditioning plant and equipment.

**22.2.** In the event any Owner or Occupier does not in a proper and workmanlike manner carry out its obligations under this by-law, then:

- a) The Owner's Corporation upon reasonable notice and upon reasonable times shall be entitled to access any part of the Lot or Common Property for the purpose
- b) thereof and recover the costs of such replacement, repair, maintenance and/or service from the relevant Owner or Occupier, including charging those costs to the Owner or Occupier's levy account as if they were a contribution under the Act, with all the same rights of recovery to apply; and
- c) The Owners or Occupiers indemnifies and keeps indemnified, the Owner or Occupier's in respect of any claim made against the Owner's Corporation in respect of the use or operation of such air-conditioning plant and equipment.
- d) The relevant Owner or Occupier of a Lot in which such plant and equipment is located must give access to the relevant Lot for such purposes.

**22.3.** Owners and Occupiers must not install or maintain on a Lot or Common Property any air-conditioning unit other than with a power rating, noise rating and in a location previously approved or designated by the Owner's Corporation.

## **23. Non-permanent Accommodation**

**23.1.** All Owners and Occupiers are entitled to use their Lots for the purpose of Non-permanent Accommodation.



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**23.2.** The Owner's Corporation, Owners and Occupiers, together with their agents and employees are entitled to advertise the Building for the purpose of Non-permanent Accommodation.

**24. Change in use of Lots**

Owners and Occupiers must notify the Owner's Corporation if the Owner or Occupier changes the existing use of the Lot in a way that may require further approval from Council, or affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot, or result in the Lot being used for commercial or industrial purposes rather than residential purposes).

**25. Garbage disposal**

**25.1.** Owners or Occupiers that have shared receptacles separated for garbage recyclable material or waste must;

- a) ensure that waste is separated and prepared in accordance with the applicable recycling guidelines;
- b) promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled;
- c) not remove or damage any signage relating to general waste or recycling;
- d) ensure compliance with the garbage collection requirements of Council from time to time; and
- e) ensure such receptacles are returned to the relevant garbage storage area promptly after collection by Council.
- f) Subclause 25.1 does not allow any Owner or Occupier to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

**26. Service of Documents**

A document may be served on the Owner or Occupier by electronic means provided that such Owner or Occupier has given the Owner's Corporation an email address for the service of notices and the documents are sent to the most recently so notified email address.

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**27. Preservation of fire safety**

Owners and Occupiers must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the Lots or Common Property.

**28. Preservation of Hazards**

Owners and Occupiers must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of any other Lot or any person lawfully using the Common Property.

**29. Storage of inflammable liquids and other substances and materials**

**29.1.** Owners and Occupiers must not, except with the prior written approval of the Owner's Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.

**29.2.** This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**30. Provisions of amenities or services**

**30.1.** The Owner's Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:

- a) Security services,
- b) Window cleaning,
- c) Commercial cleaning,
- d) Garbage disposal and recycling services,
- e) Electricity, water or gas supply,
- f) Telecommunication services (for example, cable television).

**30.2.** If the Owner's Corporation makes a resolution referred to in subclause 30.1 to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

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**30.3.** The Owner's Corporation may authorise persons to enter into a Lot for the purposes of installing, maintaining, servicing, repairing or replacing such services. Owners and Occupiers of Lots must give access to their Lots for such purposes.

**30.4.** All loading and unloading operations associated with the provision and maintenance of services to the Strata Scheme are to be carried out:

- a) within the boundaries of the Strata Scheme; and
- b) in a way that does not obstruct any Lot, Common Property or Neighbouring property.

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## COMMON PROPERTY MEMORANDUM

### OWNER'S CORPORATION RESPONSIBILITIES FOR MAINTENANCE, REPAIR OR REPLACEMENT

#### 1. Balcony and courtyards:

- a. Columns and railings
- b. Doors, windows and walls
- c. Balcony ceilings (including painting)
- d. Security doors, other than those installed by an owner after registration of the Strata Plan
- e. Original tiles and associated waterproofing, affixed at the time of registration of the Strata Plan
- f. Common wall fencing, shown as a thick line on the Strata Plan
- g. Dividing fences on a boundary of the strata parcel that adjoin neighbouring land
- h. Awnings within common property outside the cubic space of a balcony or courtyard
- i. Walls of planter boxes shown by a thick line on the Strata Plan
- j. That part of a tree which exists within common property

#### 2. Ceiling/Roof

- a. False ceilings installed at the time of registration of the Strata Plan (other than painting, which shall be the Lot owner's responsibility)
- b. Plastered ceilings and vermiculite ceilings (other than painting, which shall be the Lot owner's responsibility)
- c. Guttering
- d. Membranes

#### 3. Electrical

- a. Air conditioning systems serving more than one Lot
- b. Automatic garage door opener, other than those installed by an owner after the registration of the Strata Plan and not including any related remote controller
- c. Fuses and fuse board in meter room
- d. Intercom handset and wiring serving more than one Lot
- e. Electrical wiring serving more than one Lot
- f. Light fittings serving more than one Lot
- g. Power point sockets serving more than one Lot
- h. Smoke detectors in common property whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under Environmental Planning and Assessment Act 1979)
- i. Telephone, television, internet and cable wiring within common property walls
- j. Television aerial, satellite dish, or cable or internet wiring serving more than one Lot, regardless of whether it is contained within any Lot or on common property
- k. Lifts and lift operating systems

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#### 4. Entrance Door

- a. Original door lock or its subsequent replacement
- b. Entrance door to a Lot including all door furniture and automatic closer
- c. Security doors, other than those installed by an owner after registration of the Strata Plan

#### 5. Floor

- a. Original floorboards or parquet flooring affixed to common property floors
- b. Mezzanines and stairs within Lots, if shown as a separate level in the Strata Plan
- c. Original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the Strata Plan
- d. Sound proofing floor base (e.g. magnesite), but not including any sound proofing installed by an owner after the registration of the Strata Plan

#### 6. General

- a. Common property walls
- b. The slab dividing two storeys of the same Lot, or one storey from an open space roof area e.g. A townhouse or villa (unless the plan was registered before 1 July 1974- refer to the registered Strata Plan)
- c. Any door in a common property wall (including all original door furniture)
- d. Skirting boards, architraves and cornices on common property walls (other than painting which shall be the Lot owner's responsibility)
- e. Original tiles and associated waterproofing affixed to the common property walls at the time of registration of the Strata Plan
- f. Ducting cover or structure covering a service that services more than one Lot or the common property
- g. Ducting for the purposes of carrying pipes servicing more than one Lot
- h. Exhaust fans outside the Lot
- i. Hot water service located outside of the boundary of any Lot of where that service serves more than one Lot
- j. Letter boxes within common property

#### 7. Parking/Garage

- a. Carports, other than those within the cubic space of a Lot and referred to in the Strata Plan, or which have been installed by an owner after registration of the Strata Plan
- b. Electric garage door opener (motor and device) including automatic opening mechanism which serves more than one Lot
- c. Garage doors hinge mechanism and lock, if shown by a thick line on the Strata Plan or if outside the cubic space of the Lot
- d. Mesh between parking spaces, if shown by a thick line on the Strata Plan

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#### **8. Plumbing**

- a. Floor drain or sewer in common property
- b. Pipes within common property wall, floor or ceiling
- c. Main stopcock to unit
- d. Storm water and on-site detention systems below ground

#### **9. Windows**

- a. Windows in common property walls, including window furniture, sash cord and window seal
- b. Insect-screens, other than those installed by an owner after the registration of the Strata Plan
- c. Original lock or other lock if subsequently replacement by the owner's corporation

### **LOT OWNER RESPONSIBILITIES FOR MAINTENANCE, REPAIR OR REPLACEMENT**

#### **1. Balcony and courtyards**

- a. Awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the Strata Plan
- b. That part of a tree within the cubic space of a Lot

#### **2. Ceiling/Roof**

- a. False ceilings inside the Lot installed by an owner after the registration of the Strata Plan

#### **3. Electrical**

- a. Air conditioning systems, whether inside or outside of a Lot, which serve only that Lot
- b. Fuses and fuse boards within the Lot and serving only that Lot
- c. In-sink food waste disposal systems and water filtration systems
- d. Electrical wiring in non-common property walls within a Lot and serving only that Lot
- e. Light fittings, light switches and power point sockets within the Lot serving only that Lot
- f. Telephone, television, internet and cable wiring within non-common property walls and serving only that Lot
- g. Telephone, television, internet and cable service and connection sockets
- h. Intercom handsets serving one Lot and associated wiring located within non-common walls

#### **4. Entrance door**

- a. Door locks additional to the original lock (or subsequent replacement of the original lock)
- b. Keys, security cards and access passes

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## 5. Floor

- a. Floor tiles and any associated waterproofing affixed by an owner after the registration of the Strata Plan
- b. Lacquer and staining on surface of floorboards or parquet flooring
- c. Internal carpeting and floor coverings, unfixed floating floors
- d. Mezzanines and stairs within Lots that are not shown or referred to in the Strata Plan

## 6. General

- a. Internal (non-common property) walls
- b. Paintwork inside the Lot (including ceiling and entrance door)
- c. Built-in wardrobes, cupboards, shelving
- d. Dishwasher and Stove, Washing machine, clothes dryer
- e. Hot water service exclusive to a single Lot (whether inside or outside of the cubic space of that Lot)
- f. Internal doors (including door furniture)
- g. Skirting boards and architraves on non-common property walls
- h. Tiles and associated waterproofing affixed to non-common property walls
- i. Letterbox within a Lot
- j. Pavers installed within the Lot's boundaries
- k. Ducting cover or structure covering a service that serves a single Lot

## 7. Parking/Garage

- a. Garage door remote controller
- b. Garage doors, hinge mechanism and lock where the Lot boundary is shown as a thin line on the Strata Plan and the door is inside the Lot boundary
- c. Light fittings inside the Lot where the light is used exclusively for the Lot
- d. Mesh between parking spaces where shown as a thin line, dotted line or no line on the Strata Plan (this will be treated as a dividing fence to which the *Dividing Fences Act 1991* applies)

## 8. Plumbing

- a. Pipes, downstream of any stopcock, only serving that Lot and not within any common property wall
- b. Pipes and 'S' bend beneath sink, laundry tub or hand basin
- c. Sink, laundry tub and hand basin
- d. Toilet bowl and cistern
- e. Bath
- f. Shower screen
- g. Bathroom cabinet and mirror
- h. Taps and any associated hardware

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**9. Windows**

- a. Window cleaning- interior and exterior surfaces (other than those which cannot safely be accessed by the Lot owner or occupier)
- b. Locks additional to the original (or any lock replaced by an owner)
- c. Window lock keys



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## Signing Page

Executed as a Deed

**EXECUTED** on behalf **ZJ Old Glenfield Pty Ltd ACN 618 865 991**, In accordance with s127 of the Corporations Act 2001 (Cth) by:

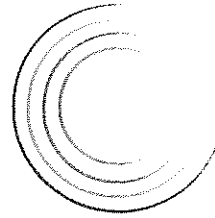
.....  
Signature of Sole Director/Secretary  
Zaya Jawaro

**EXECUTED** by Zaya Jawaro

.....  
Zaya Jawaro

.....  
Witness Signature

.....  
Witness Name



**Project:** The Charles

**Location:** 7 Old Glenfield Rd,  
Glenfield

**Unit No:**

<u>Item</u>	<u>Product Information</u>	<u>Selection Type (Circle 1x Option only)</u>	
1	<u>Kitchen Top Cupboard Joinery</u> Option A - Dark Theme Option B - Light Theme	<b>Option A</b> Dark Theme	<b>Option B</b> Light Theme
2	<u>Kitchen Splashback</u> Option A - Carrara, Herringbone Option B - White, Herringbone	<b>Option A</b> Carrara Herringbone	<b>Option B</b> White Herringbone
3	<u>Kitchen Benchtop</u> Option A - Handstone, Miladi	<b>Option A</b> Handstone, Miladi (Grey)	
4	<u>Kitchen Bottom Cupboard Joinery</u> Option A - White Polyurethane	<b>Option A</b> White Polyurethane	
5	<u>First Floor Timber Floors</u> Option A - Dark Theme Option B - Light Theme	<b>Option A</b> Dark Theme	<b>Option B</b> Light Theme
6	<u>Main Living &amp; Bathroom Floor Tiles</u> Option A - Grey Porcelain Tiles	<b>Option A</b> Grey Porcelain Tiles	

<b>Purchaser Name:</b>	
<b>Purchaser Signature:</b>	
<b>Date:</b>	

## ENTRY / DINING / LOUNGE

Powdercoated Aluminium with Frosted Glass Entry Door  
Honeycomb core MDF featured internal doors  
Chrome plated lever style door handles  
600 x 600mm Porcelain tiled floor  
Painted plasterboard walls  
Painted plasterboard ceilings  
Painted MDF skirting and architraves  
Downlights  
Ducted airconditioning system  
Alarm system  
TV Access Point  
Telephone point  
Gas connection point

## KITCHEN

600 x 600mm Porcelain tiled floor  
20mm Stone benchtop  
Tiled Splashback  
Polyurethane finish kitchen joinery  
Polyurethane finish kitchen cabinetry above  
Double bowl sink  
Chrome sink mixer  
600mm Stainless steel electric oven  
600mm Stainless steel gas cooktop  
600mm Stainless undermount rangehood  
600mm Freestanding stainless steel dishwasher  
Ducted airconditioning system  
Downlights

## MASTER BEDROOM

Honeycomb core MDF featured internal doors  
Chrome plated lever style door handles  
Timber finish floors  
Painted plasterboard walls  
Painted plasterboard ceilings  
Painted MDF skirting and architraves  
Downlights  
Built-in wardrobes with Mirror finish  
Ducted airconditioning system  
TV Access Point

## SECONDARY BEDROOM/S

Honeycomb core MDF featured internal doors  
Chrome plated lever style door handles  
Timber finish floors  
Painted plasterboard walls  
Painted plasterboard ceilings

Painted MDF skirting and architraves  
Downlights  
Ducted airconditioning system  
Built-in wardrobes with Mirror finish

## SCHEDULE OF FINISHES

Project – The Charles  
Address – 7 Old Glenfield Road, Glenfield

### **STUDY/RETREAT (if available)**

Timber finish floors  
Painted plasterboard walls  
Painted plasterboard ceilings  
Painted MDF skirtings  
Downlights  
Ducted airconditioning system

### **BATHROOM AND ENSUITE**

300 x 600mm Porcelain tiled floor  
300 x 600mm Floor to ceiling ceramic tiled walls  
900/600mm Polyurethane finish vanity  
Downlights  
Frameless Mirror  
Ceramic toilet suite  
Acrylic freestanding bath  
Semi frameless glass showerscreen  
Chrome basin mixer  
Chrome bath spout  
Chrome bath mixer  
Chrome shower head  
Chrome shower mixer  
Toilet roll holder  
Towel rail (design permitting)  
Towel ring (design permitting)  
Shower soap dish

### **LAUNDRY**

300 x 600mm Porcelain Tile Floor  
Downlights  
Single bowl laundry tub  
Chrome laundry sink mixer  
Chrome washing machine tapware

### **GARAGE**

Electric rollerdoor garage  
Solid core flush panel entry door

### **OUTDOOR ALFRESCO/MISC**

300 x 600mm Porcelain tiled floor  
Residential grade aluminium framed glass sliding door  
Wall Light  
Water tap  
Clothesline  
TV Antenna