

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Arrow Estate Agents Suite 208, 351 Oran Park Drive, Oran Park NSW 2570 Email: matt@arrowagents.com.au	Phone: 4622 1184 Ref: Matt Faint
co-agent		
vendor	Glenda Lee Phipps and Brett Andrew Osborne 24 Abidi Street, Spring Farm NSW 2570	
vendor's solicitor	The Conveyancing Boutique 17 Drysdale Road, Elderslie NSW 2570 PO Box 1291, Narellan NSW 2567 Email: jamie@conveyboutique.com.au	Phone: 02 4604 8288 Ref: JG:05921
date for completion	42nd day after the date of this contract (clause 15)	
land (address, plan details and title reference)	24 Abidi Street, Spring Farm NSW 2570 Lot 219 in Deposited Plan 1213292 Folio Identifier 219/1213292	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: plantation shutters, ducted air-conditioning, smoke alarms, ceiling fans
exclusions	
purchaser	
purchaser's solicitor	
Guarantor	
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

(USE EXECUTION PAGE FOR COMPANY EXECUTION)

Choices

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

Nominated 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 an *GSTRW payment* (residential withholding payment) NO yes (if yes, vendor must provide further details)

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

GSTRW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

EXECUTION PAGE

PURCHASER COMPANY EXECUTION:

Certified Correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company:

Authority: Section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

GUARANTOR EXECUTION/S

Signature: _____

Name: _____

Address: _____

Witness

Witness

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

ADDITIONAL CLAUSES ANNEXED TO THE CONTRACT FOR SALE OF LAND

between Glenda Lee Phipps and Brett Andrew Osborne (as Vendor) and (as Purchaser) for the Property at 24 Abidi Street, Spring Farm NSW 2570

If there is any inconsistency between any clause in the printed form and any typed clause in this contract, the typed clause prevails.

32. Amendments to printed form of Contract for Sale of Land

- Clause 3.2 – at the end of the clause add the words “or on or before expiration of the cooling off period”.
- Clause 7.1.1 – delete “5%” and substitute “1%”.
- Clause 14.4.2 – delete entirely and replace with “by adjusting the whole amount that was apportioned to the property at the start of the year”.
- Clause 16.5 – delete the words “plus another 20% of that fee”.
- Clause 16.7 – delete “settlement cheque” and substitute “bank cheque”.
- Clause 16.8 – delete entirely and replace with “If the Vendor requires more than 5 settlement cheques that are **bank cheques**, the Vendor must pay \$5.00 for each additional bank cheque”.
- Clause 16.12 – delete.
- Clause 20.6 – add the following:
 - “20.6.8 For the purpose of clause 20.6.5, a document is taken to have been received when the transmission has been completed except where:
 - 20.6.8.1 the sender’s machine indicates a malfunction in transmission or the receipt immediately notifies the sender of an incomplete transmission, in which case the document is taken not to have been given or received; or
 - 20.6.8.2 the time of dispatch is later than 5.00pm on a business day in the place to which the document is sent, in which case it is taken to have been received at 9.00am on the next business day at that place”.
- Clause 25 – delete the words “Limited Title”.
- Clause 25.2 – at the end of the clause add the words “if the title is a qualified title then only a chronological index will be provided”.

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33. Notice to complete

- 33.1 If a party does not complete this contract on the completion date, the party not in default may, if it is ready willing and able to complete, serve on the party in default a notice to complete, requiring the defaulting party to complete this contract within not less than 14 days of the date of service of the notice and making the last day for completion set out in the notice an essential date for completion. A notice to complete will be sufficient as to time if a period of 14 days from the date of the notice is allowed for completion.
- 33.2 If the vendor issues a notice to complete, the purchaser will be liable for and must pay on demand an amount of \$400 (plus GST) for the legal costs incurred by the vendor in issuing the notice to complete.
- 33.3 The party serving a notice to complete may at any time before the expiration of the notice withdraw or vary the notice by serving a notice of revocation or variation or a notice of withdrawal, as the case may be.

34. Late completion

- 34.1 In the event that completion is not effected on the completion date, due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 8% per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.
- 34.2 It is agreed that the interest payable pursuant to this special condition is a genuine pre-estimate of the vendor's additional expenditure, as a result of the purchaser's failure to complete in accordance with this contract.
- 34.3 The purchaser cannot require the vendor to complete this contract unless the interest payable under this contract is paid to the vendor on completion. It is an essential term of this contract that the interest is paid.
- 34.4 The right to interest does not limit any other rights the vendor may have as a result of the purchaser's failure to complete in accordance with this contract.

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35. Release of deposit

Notwithstanding any other condition contained herein, the deposit or any part of the deposit (as the vendor may require) shall be released to the vendor or as the vendor may direct for the purposes of:

- a. payment of a deposit on the purchase of another property;
 - b. Payment of stamp duty on the purchase of another property;
 - c. Assisting with payment of the balance of settlement moneys required on the purchase of another property settling simultaneously with this sale;
 - d. Assisting with payment of the vendors mortgage or part thereof on settlement;
- or;
- e. Payment of the vendor's rent in advance and Rental Bond.

36. Deleted

37. Cancelled/rescheduled settlement

The Purchaser acknowledges and agrees that if settlement is cancelled after arrangements have been made prior to settlement, then the Purchaser will pay the Vendor's reasonable legal costs incurred for such a delay being \$220 on settlement. This is an essential term of the Contract.

38. Settlement venue

If the Purchaser does not settle through the electronic conveyancing platform (PEXA), and requests that settlement takes place at venue, the Purchaser will pay the vendor's agency fees of \$110.00 and the vendor's legal costs of \$220 (including GST) to attend the requested settlement venue.

39. Agent

The purchaser warrants to the Vendor that they have not been introduced to the property or vendor by any other agent other than the vendors agent listed on the front page of this Contract and the purchaser hereby indemnifies the vendor from any payment of commission other than to the agent/s so named. This clause will not merge on completion.

40. Deposit by instalments

- 40.1 If the vendor agrees to accept payment of the 10% deposit by installments, the installments shall be as follows:

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-
- 40.2 five percent (5%) of the purchase price on the making of this contract, in accordance with clauses 2.1 and 2.2; and
- 40.3 five percent (5%) of the purchase price by bank cheque to the vendor, or as the vendor's solicitor shall direct in writing upon the happening of any event which entitles the vendor to forfeit the deposit paid and claim further relief under clause 9. If that occurs the vendor shall, in addition be entitled to commence proceedings against the purchaser for this unpaid installment and recover it as a liquidated debt.

41 Incapacity

Notwithstanding any rule of law or equity to the contrary should either party prior to completion die or become mentally ill or commit any act of bankruptcy or be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors then the other party may rescind this Agreement by notice in writing forwarded to the Solicitor/Conveyancer for that party named herein and thereupon this Agreement shall be at an end and the provisions of Clause 19 herein shall apply.

42. State of Repair

The Property is sold in its present state of repair and condition and the Purchaser has satisfied themselves in this respect. The Purchaser cannot make an objection, requisition or claim for compensation or claim to delay completion with regard to the state of repair or condition of the Property.

43. Representation

The Purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspections and not as a result of any representation made by the vendor or made by any person on behalf of the vendor.

44. South West Rail Link and Outer Sydney Orbital Road

The Vendor discloses that in June 2015, Transport for NSW announced that land in the Camden Local Government Area may be affected by the South West Rail Link Extension Corridor Preservation and the Outer Sydney Orbital Corridor Preservation Study ("Corridor") which may affect land in the Camden Local Government Area.

The Purchaser may not make any objection, requisition, claim for compensation, claims for delay, rescind or terminate this Contract, or whatever the case may be in regard to the disclosures made in this clause. The Purchaser acknowledges that they are aware of the announcements and that they have completed their own investigations as to the location of the proposals and its effect on this property.

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45. Guarantor(s)

- 45.1 If the Purchaser is a company then the Vendor requires a guarantee from the directors of the company on the following provisions.
- 45.1.1 guarantees to the Vendor:
 - 45.1.1.1 payment of all moneys payable by the purchaser; and
 - 45.1.1.2 the performance by the purchaser of all other obligations under this contract; and
 - 45.1.2 indemnifies the vendor against any liability, loss, damage, expense or claim incurred by the vendor arising directly or indirectly from any breach of this contract by the purchaser.
- 45.2 This guarantee and indemnity is a principal obligation of the guarantor and is not collateral to any other obligation.
- 45.3 The liabilities of a guarantor are not affected by:
- 45.3.1 the granting to the purchaser or to any other person of any time, waiver, indulgence, consideration or concession or the discharge or release of the purchaser;
 - 45.3.2 the death, bankruptcy or liquidation of the purchaser, the guarantor or any one of them;
 - 45.3.3 reason of the vendor becoming a party to or bound by any compromise, assignment of property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to the purchaser, the guarantor or any other person;
 - 45.3.4 the vendor exercising or refraining from exercising any of the rights, powers or remedies conferred on the vendor by law or by any contract or arrangement with the purchaser, the guarantor or any other person or any guarantee, bond, covenant, mortgage or other security; or
 - 45.3.5 the vendor obtaining a judgment against the purchaser, the guarantor or any other person for the payment of the moneys payable under this contract.
- 45.4 This guarantee and indemnity will continue notwithstanding:
- 45.4.1 the vendor has exercised any of the vendor's under this contract including any right of termination;
 - 45.4.2 the purchaser is wound up; or
 - 45.4.3 this guarantee and indemnity is for any reason unenforceable either in whole or in part.
- 45.5 This guarantee and indemnity:
- 45.5.1 is of a continuing nature and will remain in effect until final discharge of the guarantee or indemnity is given by the vendor to the guarantor;
 - 45.5.2 may not be considered wholly or partially discharged by the payment of the whole or any part of the amount owed by the purchaser to the vendor; and
 - 45.5.3 extends to the entire amount that is now owed or that may become owing at any time in the future to the vendor by the purchaser pursuant to or contemplated by this

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contract including any interest, costs or charges payable to the vendor under this contract.

- 45.6 If any payment made to the vendor by or on behalf of the purchaser or the guarantor is subsequently avoided by any statutory provision or otherwise:
- 45.6.1 that payment is to be treated as not discharging the guarantor's liability for the amount of that payment; and
 - 45.6.2 the vendor and the guarantor will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.
- 45.7 The vendor can proceed to recover the amount claimed as a debt or damages from the guarantor without having instituted legal proceedings against the purchaser and without first exhausting the vendor's remedies against the purchaser.
- 45.8 It is an essential term of this contract that the guarantor signs this contract.

46. Covid19

- 46.1 For the benefit of both Vendor and Purchaser and notwithstanding the completion date on the front page of the contract for sale, should the party in occupation:
- a. Contract the Covid-19 virus;
 - b. Be placed into isolation in the property;
 - c. Be directed to self-isolate in the property; or
 - d. Need to care for an immediate member of their household or family who is directly affected by matters (a)-(c) above.

The parties to this Contract agree that the following provisions shall apply and that **NO** Notice to Complete shall be issued by either party during the periods set out in 46.1.1 and 46.1.2 below:

- 46.1.1 In the event that an occupant of the property contracts the Covid-19 virus, or in the event that they are needing to care for an immediate member of their household or family who has contracted the Covid-19 virus, settlement shall be due to take place seven (7) days from the date of receipt of written confirmation that the occupant affected has been medically cleared by a general practitioner or other medical specialist.
- 46.1.2 In the event that an occupant is placed into isolation or is directed to self-isolate, or in the event that they are needing to care for an immediate member of their household, or family who has been placed into isolation, or being directed to self-isolate, completion shall be due to take place on the later of the following:

ADDITIONAL CLAUSES ANNEXED TO THE CONTRACT FOR SALE OF LAND

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-
- (i) 21 days from the date in which the occupant affected is placed into isolation or directed to self-isolate; OR
 - (ii) 7 days from the date of receipt of written confirmation that the occupant is cleared by a general practitioner or other medical specialist.
- 46.2 The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation of the occupant immediately upon diagnosis.
- 46.3 It is an essential term of this contract that the party seeking the benefit of this clause shall thoroughly disinfect the property prior to completion. For the purposes of clarity, thoroughly disinfect includes, but is not limited to: steam cleaning carpets, cleaning air-conditioning filters, using disinfectant to clean door handles, light switches, hard surfaces, remote controls, appliances, cleaning windows and disinfectant mopping of floors.

47. Electronic Signature and exchange

This Contract may be executed:

- 47.1 in any number of counterparts and all the counterparts together shall make one instrument;
- 47.2 electronically by both parties using DocuSign or by exchanging electronic copies of original signatures on this Contract;
- 47.3 This Contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email or facsimile.
- 47.4 The parties acknowledge that the electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.
- 47.5 The parties agree to be bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause and the purchaser may not object or delay settlement because of anything contained in this clause.
- 47.6 The parties agree that they will be bound by, have complied with and will comply with the Electronic Transactions Act 2000 (NSW) and any terms and conditions of DocuSign, in relation to the execution of this Contract.
- 47.7 For the purposes of this clause, DocuSign means the signature software and platform located at www.docuSign.com or Infotrack's SignIt (powered by DocuSign)



FOLIO: 219/1213292

SEARCH DATE	TIME	EDITION NO	DATE
24/2/2021	4:39 PM	4	7/6/2019

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 219 IN DEPOSITED PLAN 1213292
AT SPRING FARM
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF NARELLAN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1213292

FIRST SCHEDULE

GLENDA LEE PHIPPS
BRETT ANDREW OSBORNE
AS JOINT TENANTS (T AP308481)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1213292 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT
- 3 DP1213292 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (7) IN THE S.88B INSTRUMENT
- 4 DP1213292 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT
- 5 AP308482 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 24/2/2021

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

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Received: 24/02/2021 16:39:54

PLAN FORM 2 (A2)P/213292

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Sheet 2 of 3 sheets

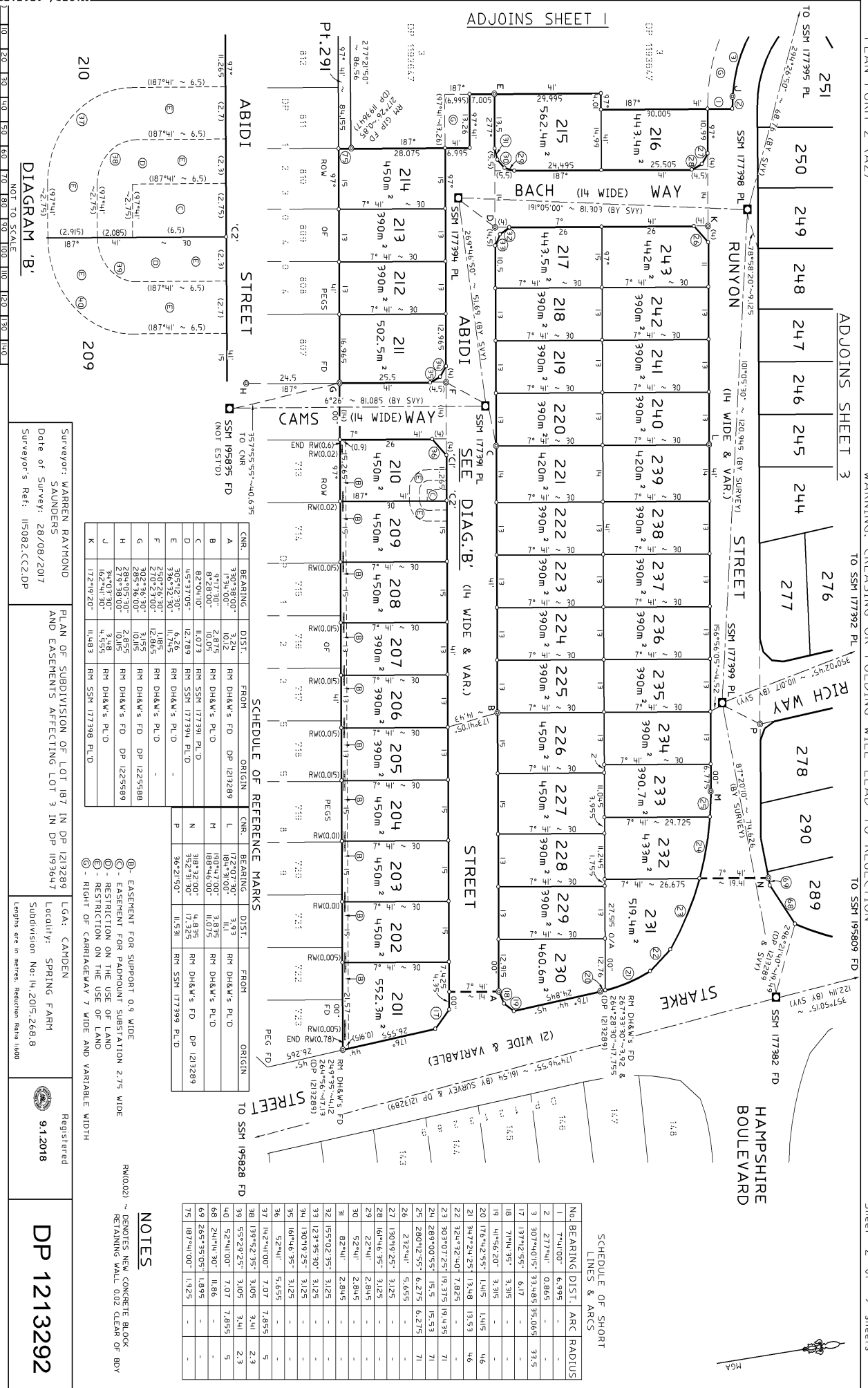


DIAGRAM 'B'

Surveyor: WARREN RAYMOND
 Date of Survey: 28/08/2017
 Surveyor's Ref: H5082.CC2.DP

PLAN OF SUBDIVISION OF LOT 187 IN DP 1213289
 AND EASEMENTS AFFECTING LOT 3 IN DP 193647

LGA: CAMDEN
 Locality: SPRING FARM
 Subdivision No: H 2015.268.B
 Lengths are in metres. Reduction Ratio 1:800



Registered
 9.1.2018
 DP 1213292

SCHEDULE OF REFERENCE MARKS

CNR	BEARING	DIST	FROM	ORIGIN	CNR	BEARING	DIST	FROM	ORIGIN
A	330°38'00"	3.24	RM DH&W'S FD	DP 1213289	L	172°07'30"	3.93	RM DH&W'S P.L.D.	
B	8°28'00"	2.05	RM DH&W'S P.L.D.		M	188°46'00"	3.05	RM DH&W'S P.L.D.	
C	82°04'00"	11.075	RM SSM 177391 P.L.D.		N	388°32'00"	4.835	RM DH&W'S P.L.D.	
D	45°37'05"	12.789	RM SSM 177394 P.L.D.		P	352°41'30"	17.325	RM DH&W'S FD	DP 1213289
E	305°12'30"	6.26	RM DH&W'S P.L.D.						
F	210°25'30"	12.865	RM DH&W'S P.L.D.						
G	302°36'30"	3.155	RM DH&W'S FD	DP 1225588					
H	294°53'00"	2.895	RM DH&W'S P.L.D.						
I	34°43'30"	3.48	RM DH&W'S P.L.D.	DP 1225589					
J	162°41'30"	4.555	RM DH&W'S P.L.D.						
K	172°49'20"	11.483	RM SSM 177398 P.L.D.						

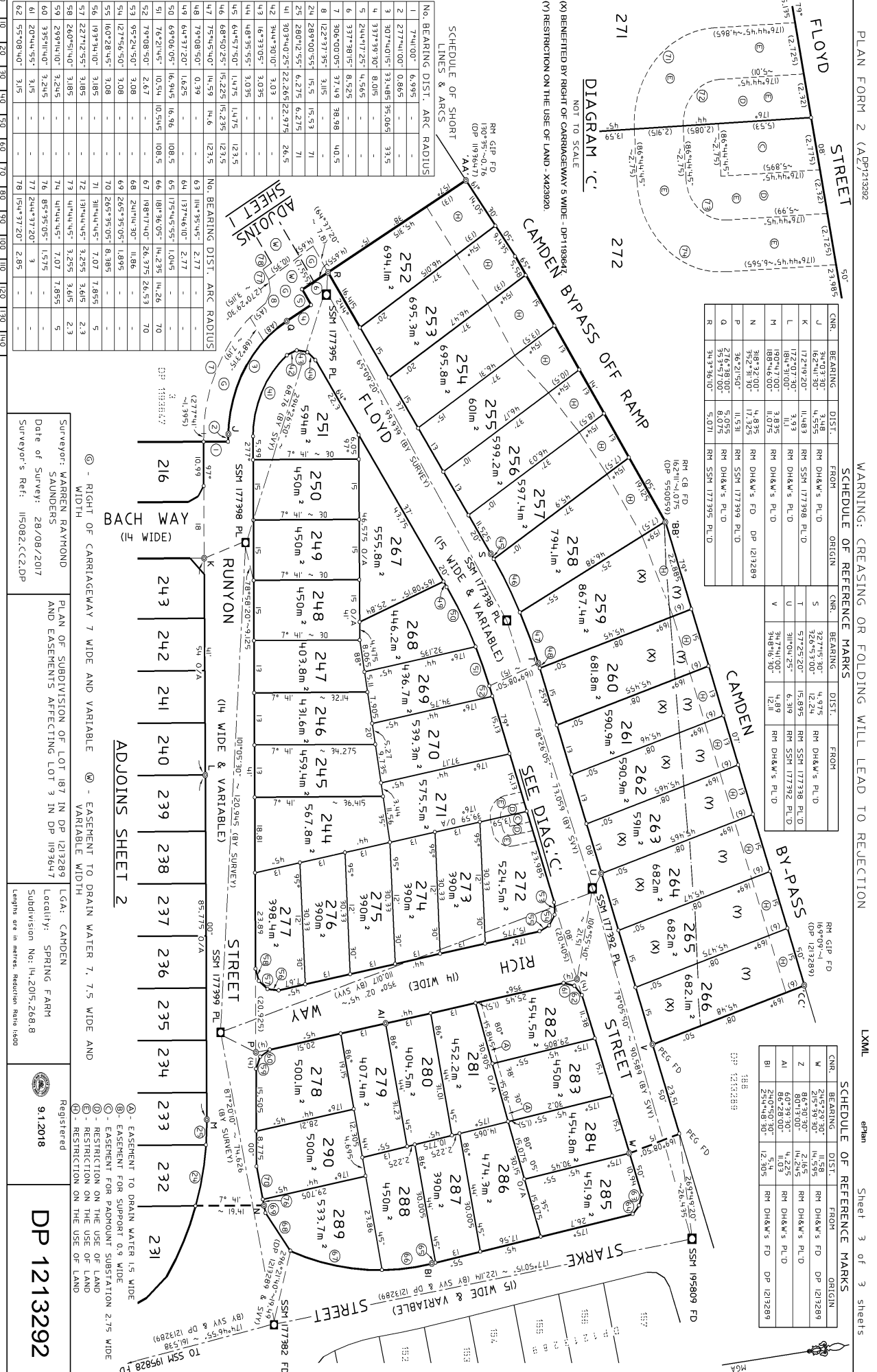
SCHEDULE OF SHORT LINES & ARCS

No	BEARING	DIST	ARC RADIUS
1	7°41'00"	6.995	-
2	277°41'00"	0.865	-
3	307°40'05"	33.485	35.005
4	177°42'55"	6.17	-
5	171°44'35"	3.315	-
6	4°45'20"	3.315	-
7	176°42'55"	1.415	1.415
8	176°42'55"	1.415	1.415
9	347°24'25"	13.481	13.573
10	324°32'40"	7.825	-
11	307°07'25"	19.375	19.435
12	289°00'55"	15.9	15.93
13	280°12'55"	6.275	6.275
14	232°41'	5.655	-
15	130°19'25"	3.125	-
16	167°46'35"	3.125	-
17	22°41'	2.845	-
18	82°41'	2.845	-
19	155°02'35"	3.125	-
20	123°38'30"	3.125	-
21	130°19'25"	3.125	-
22	167°46'35"	3.125	-
23	199°52'35"	3.105	3.141
24	55°29'25"	3.105	3.141
25	241°41'30"	11.88	-
26	265°35'05"	1.895	-
27	187°41'00"	1.925	-

NOTES

- ⊕ EASEMENT FOR SUPPORT 0.9 WIDE
 - ⊙ EASEMENT FOR PADDOCK SUBSTANTIATION 2.75 WIDE
 - ⊖ RESTRICTION ON THE USE OF LAND
 - ⊗ RESTRICTION ON THE USE OF LAND
 - ⊘ RIGHT OF CARRIAGEWAY 7 WIDE AND VARIABLE WIDTH
- RM(D&W) ~ DENOTES NEW CONCRETE BLOCK RETAINING WALL 0.02 CLEAR OF BOY

Ref:2010 / Src:M



SCHEDULE OF SHORT LINES & ARCS

NO	BEARING	DIST.	ARC RADIUS
1	74°41'00"	6.995	-
2	277°40'00"	0.865	-
3	207°40'00"	13.485	35.005
4	337°30'00"	8.015	-
5	244°47'25"	4.505	-
6	337°38'15"	8.525	-
7	306°00'00"	37.49	98.98
8	122°37'35"	3.115	-
9	289°00'55"	15.5	15.53
10	280°42'55"	6.275	6.275
11	344°30'00"	3.03	-
12	16°33'05"	3.035	-
13	48°35'55"	3.035	-
14	64°57'50"	1.475	12.25
15	68°50'25"	15.225	12.315
16	75°45'40"	14.59	14.6
17	79°08'50"	0.39	-
18	64°37'20"	1.625	-
19	69°04'05"	16.945	108.5
20	76°21'45"	10.545	108.5
21	79°08'50"	2.67	-
22	95°24'50"	3.08	-
23	127°45'50"	3.08	-
24	160°28'45"	3.08	-
25	193°34'00"	3.185	-
26	200°54'00"	3.185	-
27	209°44'00"	3.245	-
28	335°44'55"	3.245	-
29	335°44'55"	3.15	-
30	55°08'40"	3.15	-

SCHEDULE OF REFERENCE MARKS

CMR	BEARING	DIST.	FROM	ORIGIN	CMR	BEARING	DIST.	FROM
J	162°41'30"	4.555	RM DK&W's P.L.D	5	322°15'30"	16.234	RM DK&W's P.L.D	
K	172°19'20"	11.483	RM SSM 177398 P.L.D	T	57°02'20"	15.875	RM SSM 177398 P.L.D	
L	172°07'30"	3.93	RM DK&W's P.L.D	U	310°24'25"	6.319	RM SSM 177392 P.L.D	
M	184°31'00"	11.1	RM DK&W's P.L.D	V	344°44'00"	1.109	RM DK&W's P.L.D	
N	190°41'00"	11.875	RM DK&W's P.L.D	W	169°09'41"	16.970	RM DK&W's P.L.D	
O	189°35'00"	10.795	RM DK&W's P.L.D	X	127°13'28"	14.531	RM DK&W's P.L.D	
P	346°21'50"	17.525	RM DK&W's P.L.D	Y	121°32'89"	15.075	RM DK&W's P.L.D	
Q	276°38'00"	5.055	RM DK&W's P.L.D	Z	276°35'30"	16.234	RM DK&W's P.L.D	
R	343°38'10"	5.071	RM SSM 177395 P.L.D	AA	57°02'20"	15.875	RM SSM 177398 P.L.D	

SCHEDULE OF REFERENCE MARKS

CMR	BEARING	DIST.	FROM	ORIGIN
W	276°35'30"	16.234	RM DK&W's P.L.D	DP 1213289
Z	86°30'30"	2.165	RM DK&W's P.L.D	
AA	80°13'00"	14.245	RM DK&W's P.L.D	
AI	80°38'30"	5.4	RM DK&W's P.L.D	
BI	250°50'30"	12.305	RM DK&W's P.L.D	DP 1213289

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PLAN FORM 2 (A2) 2/13/2002

PLAN OF SUBDIVISION OF LOT 187 IN DP 1213289 AND EASEMENTS AFFECTING LOT 3 IN DP 193647

DATE OF SURVEY: 28/08/2007

SURVEYOR: WARREN RAYMOND SAUNDERS

SURVEYOR'S REF: H5082.CC2.DP

LGAR: CAMDEN

LOCALITY: SPRING FARM

SUBDIVISION NO: 14/2015.268.8

REGISTERED

9.1.2018

DP 1213292

RIGHT OF CARRIAGEWAY 7 WIDE AND VARIABLE WIDTH

EASEMENT TO DRAIN WATER 1.5 WIDE

EASEMENT FOR SUPPORT 0.9 WIDE

EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE

RESTRICTION ON THE USE OF LAND

RESTRICTION ON THE USE OF LAND

RESTRICTION ON THE USE OF LAND


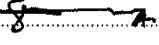

PLAN FORM 6 (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 8 sheet(s)

Registered:  9.1.2018 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only <p style="text-align: center; font-size: 24pt; font-weight: bold;">DP1213292</p> Office Use Only
<p>PLAN OF SUBDIVISION OF LOT 187 IN DP 1213289 AND EASEMENTS AFFECTING LOT 3 IN DP 1193647</p>	LGA: CAMDEN Locality: SPRING FARM Parish: NARELLAN County: CUMBERLAND
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> Signature: Date: File Number: Office:	<p style="text-align: center;">Survey Certificate</p> <p>I, WARREN RAYMOND SAUNDERS of GEOLYSE PTY LTD PO BOX 1842 DUBBO 2830 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on.....</i></p> <p><i>*(b) The land shown in the plan excluding Pt Lot 291 was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 28th August 2017. The part not surveyed was compiled in accordance with that Regulation.</i></p> <p><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</i></p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>SUCULE MOHAMED</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> Signature:  Accreditation number: Consent Authority: CAMDEN COUNCIL Date of endorsement: <u>30/11/2017</u> Subdivision Certificate number: <u>14.2015.268.8</u> File number: <u>DA/2015/268</u> *Strike through if inapplicable.	Signature:  Dated: 20/10/17 Surveyor ID: 186 Datum Line: 'X ~ 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Statements of intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE THE EXTENSION OF FLOYD STREET (15 WIDE & VARIABLE), RICH WAY (14 WIDE), RUNYON STREET (14 WIDE & VARIABLE), BACH WAY (14 WIDE), ABIDI STREET (14 WIDE & VARIABLE) AND THE EXTENSION OF CAMS WAY (14 WIDE) TO THE PUBLIC AS PUBLIC ROAD.	Plans used in the preparation of survey/compilation. DP 1213289 DP 1225588 DP 242250 DP 1226050 DP 624070 DP 741907 DP 1193647 DP 1225589 <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 115082.CC2.DP


PLAN FORM 6A (2012)

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Sheet 2 of 8 sheet(s)

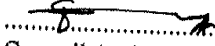
<p>Office Use Only</p> <p>Registered:  9.1.2018</p> <p>PLAN OF SUBDIVISION OF LOT 187 IN DP 1213289 AND EASEMENTS AFFECTING LOT 3 IN DP 1193647</p> <p>Subdivision Certificate number: <u>14.2015.268.2</u></p> <p>Date of Endorsement: <u>30/11/2017</u></p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1213292</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, (1919) IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (C)
3. RESTRICTION ON THE USE OF LAND (D)
4. RESTRICTION ON THE USE OF LAND (E)
5. EASEMENT FOR SUPPORT 0.9 WIDE (B)
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. POSITIVE COVENANT
11. RESTRICTION ON THE USE OF LAND
12. RIGHT OF CARRIAGEWAY 7 WIDE AND VARIABLE WIDTH (G)
13. EASEMENT TO DRAIN WATER 7, 7.5 WIDE AND VARIABLE WIDTH (W)
14. RESTRICTION ON THE USE OF LAND

RELEASE:-

- ~~1. RIGHT OF CARRIAGEWAY 5 WIDE CREATED IN DP 1193647~~



 Council Authorised Person

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Surveyor's Reference: 115082.CC2.DP


PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 8 sheet(s)

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**PLAN OF SUBDIVISION OF LOT 187 IN
 DP 1213289 AND EASEMENTS AFFECTING
 LOT 3 IN DP 1193647**

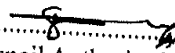
DP1213292

Subdivision Certificate number: 14.2015-268-8
 Date of Endorsement: 29/11/2017

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

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

LOT No.	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
201	1	ABIDI	STREET	SPRING FARM
202	3	ABIDI	STREET	SPRING FARM
203	5	ABIDI	STREET	SPRING FARM
204	7	ABIDI	STREET	SPRING FARM
205	9	ABIDI	STREET	SPRING FARM
206	11	ABIDI	STREET	SPRING FARM
207	13	ABIDI	STREET	SPRING FARM
208	15	ABIDI	STREET	SPRING FARM
209	17	ABIDI	STREET	SPRING FARM
210	19	ABIDI	STREET	SPRING FARM
211	21	ABIDI	STREET	SPRING FARM
212	23	ABIDI	STREET	SPRING FARM
213	25	ABIDI	STREET	SPRING FARM
214	27	ABIDI	STREET	SPRING FARM
215	30	ABIDI	STREET	SPRING FARM
216	27	RUNYON	STREET	SPRING FARM
217	28	ABIDI	STREET	SPRING FARM
218	26	ABIDI	STREET	SPRING FARM
219	24	ABIDI	STREET	SPRING FARM
220	22	ABIDI	STREET	SPRING FARM
221	20	ABIDI	STREET	SPRING FARM
222	18	ABIDI	STREET	SPRING FARM
223	16	ABIDI	STREET	SPRING FARM


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Surveyor's Reference: 115082.CC2.DP


PLAN FORM 6A (2012)

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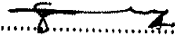
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 8 sheet(s)

<p>Registered:  9.1.2018</p> <p>PLAN OF SUBDIVISION OF LOT 187 IN DP 1213289 AND EASEMENTS AFFECTING LOT 3 IN DP 1193647</p> <p>Subdivision Certificate number: <u>14.2015-268.8</u></p> <p>Date of Endorsement: <u>20/11/2017</u></p>	<p style="text-align: center;">Office Use Only</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">DP1213292</p> <p style="text-align: center;">Office Use Only</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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CONTINUED FROM SHEET 3

LOT No.	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
224	14	ABIDI	STREET	SPRING FARM
225	12	ABIDI	STREET	SPRING FARM
226	10	ABIDI	STREET	SPRING FARM
227	8	ABIDI	STREET	SPRING FARM
228	6	ABIDI	STREET	SPRING FARM
229	4	ABIDI	STREET	SPRING FARM
230	2	ABIDI	STREET	SPRING FARM
231	1	RUNYON	STREET	SPRING FARM
232	3	RUNYON	STREET	SPRING FARM
233	5	RUNYON	STREET	SPRING FARM
234	7	RUNYON	STREET	SPRING FARM
235	9	RUNYON	STREET	SPRING FARM
236	11	RUNYON	STREET	SPRING FARM
237	13	RUNYON	STREET	SPRING FARM
238	15	RUNYON	STREET	SPRING FARM
239	17	RUNYON	STREET	SPRING FARM
240	19	RUNYON	STREET	SPRING FARM
241	21	RUNYON	STREET	SPRING FARM
242	23	RUNYON	STREET	SPRING FARM
243	25	RUNYON	STREET	SPRING FARM
244	10	RUNYON	STREET	SPRING FARM
245	12	RUNYON	STREET	SPRING FARM
246	14	RUNYON	STREET	SPRING FARM
247	16	RUNYON	STREET	SPRING FARM
248	18	RUNYON	STREET	SPRING FARM
249	20	RUNYON	STREET	SPRING FARM


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Surveyor's Reference: 115082.CC2.DP


PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 8 sheet(s)

Registered:  9.1.2018

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PLAN OF SUBDIVISION OF LOT 187 IN
 DP 1213289 AND EASEMENTS AFFECTING
 LOT 3 IN DP 1193647

DP1213292

Subdivision Certificate number: 14.2015.268.8
 Date of Endorsement: 30/11/2017


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

CONTINUED FROM SHEET 4

LOT No.	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
250	22	RUNYON	STREET	SPRING FARM
251	24	RUNYON	STREET	SPRING FARM
252	86	FLOYD	STREET	SPRING FARM
253	84	FLOYD	STREET	SPRING FARM
254	82	FLOYD	STREET	SPRING FARM
255	80	FLOYD	STREET	SPRING FARM
256	78	FLOYD	STREET	SPRING FARM
257	76	FLOYD	STREET	SPRING FARM
258	74	FLOYD	STREET	SPRING FARM
259	72	FLOYD	STREET	SPRING FARM
260	70	FLOYD	STREET	SPRING FARM
261	68	FLOYD	STREET	SPRING FARM
262	66	FLOYD	STREET	SPRING FARM
263	64	FLOYD	STREET	SPRING FARM
264	62	FLOYD	STREET	SPRING FARM
265	60	FLOYD	STREET	SPRING FARM
266	58	FLOYD	STREET	SPRING FARM
267	45	FLOYD	STREET	SPRING FARM
268	43	FLOYD	STREET	SPRING FARM
269	41	FLOYD	STREET	SPRING FARM
270	39	FLOYD	STREET	SPRING FARM
271	37	FLOYD	STREET	SPRING FARM
272	2	RICH	WAY	SPRING FARM
273	4	RICH	WAY	SPRING FARM
274	6	RICH	WAY	SPRING FARM
275	8	RICH	WAY	SPRING FARM
276	10	RICH	WAY	SPRING FARM

If space is insufficient use additional annexure sheet

Surveyor's Reference: 115082.CC2.DP


 Council Authorised Person


PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 8 sheet(s)

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 Registered:  9.1.2018

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DP1213292

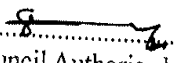
**PLAN OF SUBDIVISION OF LOT 187 IN
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 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 14.2015.268.8
 Date of Endorsement: 30/11/2017

CONTINUED FROM SHEET 5

LOT No.	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
277	12	RICH	WAY	SPRING FARM
278	6	RUNYON	STREET	SPRING FARM
279	7	RICH	WAY	SPRING FARM
280	5	RICH	WAY	SPRING FARM
281	3	RICH	WAY	SPRING FARM
282	33	FLOYD	STREET	SPRING FARM
283	31	FLOYD	STREET	SPRING FARM
284	29	FLOYD	STREET	SPRING FARM
285	27	FLOYD	STREET	SPRING FARM
286	4	STARKE	STREET	SPRING FARM
287	6	STARKE	STREET	SPRING FARM
288	8	STARKE	STREET	SPRING FARM
289	2	RUNYON	STREET	SPRING FARM
290	4	RUNYON	STREET	SPRING FARM
291	148B	SPRINGS	ROAD	SPRING FARM


 Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 115082.CC2.DP


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

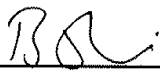
ePlan

DEPOSITED PLAN ADMINISTRATION SHEET


Sheet 7 of 8 sheet(s)

<p>Office Use Only</p> <p>Registered:  9.1.2018</p> <p>PLAN OF SUBDIVISION OF LOT 187 IN DP 1213289 AND EASEMENTS AFFECTING LOT 3 IN DP 1193647</p> <p>Subdivision Certificate number: <u>14.2015.268.8</u></p> <p>Date of Endorsement: <u>30/11/2017</u></p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1213292</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) SSI Regulation 2012 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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EXECUTED on behalf of Cornish Group)
 No. Three Pty Limited ABN 17 166 797 137)
 on the 15th day of December 2017)
 by the authorized persons whose)
 signatures appear below pursuant to)
 Section 127(1) of the Corporations Act 2001)

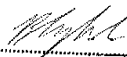


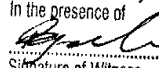
 Signature
 Name: BRETT CORNISH
 Position Held: DIRECTOR



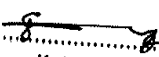
 Signature
 Name: TODD SYMONS
 Position Held: DIRECTOR SECRETARY

Executed for and on behalf of
 Australia and New Zealand Banking Group Limited
 ABN 11 005 357 522
 under Power of Attorney dated 18th November 2002
 and registered in New South Wales
 Book: 4376 Folio: 410 by
Bernard Keylock
 who certifies that he/she is a
 Senior Manager/Manager
 and that he/she has not received
 notice of revocation of that Power.



 Signature of Attorney
 In the presence of


 Signature of Witness
BRAYDON GARDE
 Print name of Witness
 242 Pitt Street
 Sydney NSW 2000
 Address of Witness



 Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 115082.CC2.DP


PLAN FORM 6A (2012)


WARNING: Creasing or folding will lead to rejection

ePlan

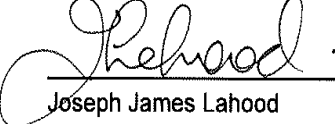
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 8 of 8 sheet(s)

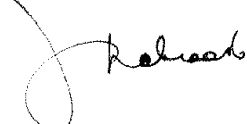
<p>Registered:  9.1.2018</p>	<p>Office Use Only</p>
<p>Office Use Only</p>	<p>DP1213292</p>
<p>PLAN OF SUBDIVISION OF LOT 187 IN DP 1213289 AND EASEMENTS AFFECTING LOT 3 IN DP 1193647</p> <p>Subdivision Certificate number: <u>14.2015.268.8</u> Date of Endorsement: <u>30/11/2017</u></p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.



Anthony Lahood



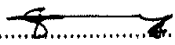
Joseph James Lahood



James Raymond Lahood



Velion Stanton



Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 115082.CC2.DP

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 Sections 88B and 88E Conveyancing Act 1919

(Sheet 1 of 17)

Plan DP1213292

Plan of Subdivision of Lot 187 in Deposited Plan 1213289 and Easements affecting Lot 3 in Deposited Plan 1193647 covered by Subdivision Certificate No. 14.2015.268.8
 Dated 30/11/2017

Full name and address of the owners of the land

Cornish Group No.Three Pty Limited
 ABN 17 166 797 137
 6/3-7 Park Avenue
 DRUMMOYNE NSW 2047

Full name and address of the mortgagees of the land

Anthony Lahood
 141 Bayview Avenue
 EARLWOOD NSW 2206

Joseph James Lahood
 8 Macarthur Road
 CAMDEN NSW 2570

James Raymond Lahood
 125 Bayview Avenue
 EARLWOOD NSW 2206

Velion Stanton
 38 Clarke Street
 EARLWOOD NSW 2206

Part 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s).	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 1.5 wide (A)	Lot 282 Lot 283	Lots 283 and 284 Lot 284
2	Easement for Padmount Substation 2.75 wide (C)	Lots 210 and 272	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
3	Restriction on the Use of Land (D)	Part of Lots 209,210, 271 and 272 designated 'D' on the plan	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
4	Restriction on the Use of Land (E)	Part of Lots 209,210, 271 and 272 designated 'D' on the plan	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

AL

BC, PL MC VS [Signature] [Signature]

.....
 Council Authorised Person

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 Sections 88B and 88E Conveyancing Act 1919

(Sheet 2 of 17)

Plan **DP1213292**

Plan of Subdivision of Lot 187 in Deposited Plan 1213289 and Easements affecting Lot 3 in Deposited Plan 1193647 covered by Subdivision Certificate No. 14. 2015. 268. 8
 Dated 30/11/17

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 Support 0.9 wide (B)	Lot 201 Lot 202 Lot 203 Lot 204 Lot 205 Lot 206 Lot 207 Lot 208 Lot 209 Lot 210	Lots 722 & 723 in DP 1225589 Lots 721 & 722 in DP 1225589 Lots 719, 720 & 721 in DP 1225589 Lots 718 & 719 in DP 1225589 Lot 718 in DP 1225589 Lots 717 & 718 in DP 1225589 Lots 716 & 717 in DP 1225589 Lots 714, 715 & 716 in DP 1225589 Lots 713 & 714 in DP 1225589 Lots 713 in DP 1225589
6	Restriction on the Use of Land	Lots 201 to 290 inclusive	Camden Council
7	Restriction on the Use of Land	Lots 201 to 290 inclusive,	Camden Council
8	Restriction on the Use of Land	Lots 201 to 290 inclusive	Every other Lot except Lot 291.
9	Restriction on the Use of Land	Lots 252 to 258 inclusive	Camden Council
10	Positive Covenant	Lots 252 to 266 inclusive	Camden Council
11	Restriction on the Use of Land	Lots 252 to 266 inclusive	Camden Council
12	Right of Carriageway 7 wide and variable width (G)	Lot 3 in DP 1193647	Camden Council
13	Easement to Drain Water 7, 7.5 wide and Variable width (W)	Lot 3 in DP 1193647	Camden Council
14	Restriction on the Use of Land	Lot 210	Camden Council

.....
 Council Authorised Person

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 Sections 88B and 88E Conveyancing Act 1919

(Sheet 3 of 17)

Plan **DP1213292**

Plan of Subdivision of Lot 187 in Deposited Plan 1213289 and Easements affecting Lot 3 in Deposited Plan 1193647 covered by Subdivision Certificate No. 14.2015.268.8
 Dated 30/11/17

Part 1a (Release)

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s).	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Right of Carriageway 5 wide created by DP 1193647	Lot 1 in DP 1193647	Lot 2 in DP 1193647

Part 2 (Terms)

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

As set out in Part 8 of Schedule 8 of the Conveyancing Act, 1919.

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

Camden Council

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

The terms set out in Memorandum No AK104621 registered at Land & Property Information NSW are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

Registry Services

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

Epsilon Distribution Ministerial Holding Corporation

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

1.0 Definitions

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

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BCM M V.S J J

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 Council Authorised Person

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 Sections 88B and 88E Conveyancing Act 1919

(Sheet 4 of 17)

Plan **DP1213292**

Plan of Subdivision of Lot 187 in Deposited Plan 1213289 and Easements affecting Lot 3 in Deposited Plan 1193647 covered by Subdivision Certificate No. 14.2015.268.6
Dated 30/11/17

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

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

Epsilon Distribution Ministerial Holding Corporation.

M.L

BC [Signature] VS [Signature]

[Signature]

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Council Authorised Person

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 Sections 88B and 88E Conveyancing Act 1919

(Sheet 5 of 17)

Plan **DP1213292**

Plan of Subdivision of Lot 187 in Deposited Plan 1213289 and Easements affecting Lot 3 in Deposited Plan 1193647 covered by Subdivision Certificate No. 14.2015.268.8
Dated 30/11/17

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

1.0 Definitions

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

1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System

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

3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

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

Epsilon Distribution Ministerial Holding Corporation.

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

1.1 The owner of the lots burdened grants to the owner of the lots benefited the right for the lot benefited to be supported by the retaining wall located on the lots burdened to the extent that the lots benefited derives support from the lots burdened on the conditions set out in this easement.

1.2 The owner of the lots burdened must, in respect of the retaining wall constructed on the lots burdened, at its own cost, maintain and repair the retaining wall on that part of the lots burdened which is capable of affording support to the lots benefited at all times by, amongst other things,

A.L

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Council Authorised Person

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 Sections 88B and 88E Conveyancing Act 1919

(Sheet 6 of 17)

Plan **DP1213292**

Plan of Subdivision of Lot 187 in Deposited Plan 1213289 and Easements affecting Lot 3 in Deposited Plan 1193647 covered by Subdivision Certificate No. 14.2015.268.8
Dated 30/11/17

ensuring that the support including the retaining wall is regularly inspected, maintained, repaired and kept in a sound and safe structural condition.

1.3 In exercising its rights under clause 1.2, the owner of the lots burdened must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner of the lots benefited;
- (c) cause as little damage as is practicable; and
- (d) make good any collateral damage.

1.4 If the owners of the lots burdened do not maintain the retaining wall providing support to the lot benefited as required under clause 1.3, the owner of the lots benefited may (provided the terms of the Easement fifthly have been complied with) at the cost of the owners of the lots burdened, do anything reasonably necessary for the purpose of exercising its rights under this easement, including:

- (a) carrying out work on the lots burdened to ensure that support is maintained to the lots benefited, including additional supporting works reasonably necessary; and
- (b) entering the lots burdened with or without tools and equipment and remaining there for any reasonable period of time for that purpose.

1.5 In exercising its rights under clause 1.4, the owners of the lots benefited must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner of the lots burdened;
- (c) cause as little damage as is practicable; and
- (d) make good any collateral damage.

1.6 Except when urgent work is required, the owners of the lots benefited must:

- (a) give the owners of the lots burdened reasonable notice of intention to enter the lots burdened; and
- (b) only enter the lots burdened during times reasonably agreed with the owners of the lots burdened.

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

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

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

No building is permitted to be constructed on the lot burdened unless the buildings proposed to be constructed on the lot burdened are built in accordance with the requirements of the Mine Subsidence Board Concurrent Approval Reference Number FN86-00634P0 JR:LE dated 19/02/2015.

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

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

A.L

BCM [signature] VS [signature] [signature]

.....
Council Authorised Person

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 Sections 88B and 88E Conveyancing Act 1919

(Sheet 7 of 17)

Plan **DP1213292**

Plan of Subdivision of Lot 187 in Deposited Plan 1213289 and Easements affecting Lot 3 in Deposited Plan 1193647 covered by Subdivision Certificate No. 14.2015.268.8
Dated 30/11/17

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

No buildings/structures will be permitted on the lot burdened, being a filled lot, unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities as approved by Camden Council.

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

Camden Council.

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

No building is permitted to be constructed on the lot burdened unless that all proposed works that includes earthworks, imported fill and landscaping, buildings, and associated infrastructure proposed to be constructed on the land must be carried out or constructed in accordance with the "Detailed Environmental Assessment, Springs Road, Spring Farm, NSW Project No. JBS410012-14397 (Rev 0) dated February 2010" Prepared by JBS Environmental Pty Ltd (JBS) (the salinity assessment) and referenced by an additional report titled "Variation to the Fill Management Plan Proposed Residential Subdivision Stages 1, 2 and 3 Western Village, Spring Farm" Prepared by Douglas Partners, project no. 34288.36, dated 16th December 2015.

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

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

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

Acoustic treatment of proposed dwellings is required for the lots burdened. This is to achieve satisfactory internal acoustic amenity. Future dwellings on the lots burdened in the subdivision are required to comply with the façade and building treatments and siting requirements of the acoustic report titled Road Traffic Noise Assessment: Spring Farm – Western Village, prepared by Renzo Tonin & Associates, Reference: No.TB705-58F02 (r1) Noise Assessment, dated 19th February 2015.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 9 in the plan.

Camden Council.

Handwritten signatures and initials: A.L., B.C., M, V.S., and two large cursive signatures.

.....
Council Authorised Person

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 Sections 88B and 88E Conveyancing Act 1919

(Sheet 8 of 17)

Plan **DP1213292**

Plan of Subdivision of Lot 187 in Deposited Plan 1213289 and Easements affecting Lot 3 in Deposited Plan 1193647 covered by Subdivision Certificate No. 14.2015.268.8
Dated 30/11/17

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

11.1 The owners of the lots burdened must in respect of the retaining walls, noise walls and earth mounds:

- (a) keep the retaining walls, noise walls and earth mounds in good repair;
- (b) not alter in type, size and location the retaining walls, noise walls or earth mounds without the written approval of Camden Council (**Council**);
- (c) maintain the repair at the sole expense of the owner of the lot burdened the retaining walls, noise walls and earth mounds including complying with the approved landscaping plan lodged at Council;
- (d) on completion of any maintenance or repair, have the works certified by an accredited certifier with structural engineering accreditation confirming that the items forming part of the maintenance and repair have been constructed in accordance with the approved plans lodged at Council and that any assumptions made during the course of construction did not render any component of the design invalid, and in certifying the works, prepare an associated maintenance schedule approved by Council;
- (e) arrange for a surveyor registered with the Board of Surveying and Spatial Information to certify the precise location of all retaining walls, noise walls and earth mound components together with a works as executed plan of any approved repairs and/or alterations;
- (f) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the lot burdened for compliance with the requirements of this covenant; and
- (g) comply with the terms of any written notice issued by the Council in respect to the requirements of this covenant within the time stated in the notice.

11.2 Pursuant to Section 88F(3) of the Conveyancing Act 1919 (**Act**) the Council shall have the following additional powers:-

- (a) In the event that the owner fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the lot burdened with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in clause 11.1(g) above; and
- (b) The Council may recover from the owner of the lot burdened in a Court of competent jurisdiction;
 - (i) Any expense reasonably incurred by it in exercising its powers under clause 11.2(a). Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in clause 11.2(a), supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work; and
 - (ii) Legal costs on an indemnity basis for issue of the notices and recovery of the costs and expenses with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

Handwritten initials: AL

Handwritten signatures: BC, M, M, VS, J

.....
Council Authorised Person

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 Sections 88B and 88E Conveyancing Act 1919

(Sheet 9 of 17)

Plan **DP1213292**

Plan of Subdivision of Lot 187 in Deposited Plan 1213289 and Easements affecting Lot 3 in Deposited Plan 1193647 covered by Subdivision Certificate No. 14.2015.268.8
Dated 30/11/17

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

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

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

The owners of the lots burdened must not construct, or allow to be constructed, a road or other means of vehicular access over the boundary marked 'AA', 'BB' and 'CC' on the plan.

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

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

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

As set out in Part 8 of Schedule 8 of the Conveyancing Act, 1919.

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

Camden Council

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

As set out in Part 1 of Schedule 8 of the Conveyancing Act, 1919.

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

Camden Council

RC. [Handwritten signatures]

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Council Authorised Person

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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 Sections 88B and 88E Conveyancing Act 1919

(Sheet 10 of 17)

Plan **DP1213292**

Plan of Subdivision of Lot 187 in Deposited Plan 1213289 and Easements affecting Lot 3 in Deposited Plan 1193647 covered by Subdivision Certificate No. 14. 2015. 268.8
Dated 30/11/17

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

The owners of the lot 210 burdened must not construct, or allow to be constructed, a road, driveway or other means of vehicular access over the boundary marked 'C1' and 'C2' on the plan.

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

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

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B.L. M. V.S. J

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Council Authorised Person

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 Sections 88B and 88E Conveyancing Act 1919

(Sheet 11 of 17)

Plan **DP1213292**

Plan of Subdivision of Lot 187 in Deposited Plan 1213289 and Easements affecting Lot 3 in Deposited Plan 1193647 covered by Subdivision Certificate No. 14.2015.268.8
Dated 30/11/17

EXECUTED on behalf of Cornish Group)
No. Three Pty Limited ABN 17 166 797 137)
on the 15th day of December 2017)
by the authorized persons whose)
signatures appear below pursuant to)
Section 127(1) of the Corporations Act 2001)

B.C.
Signature
Name: BRETT CORNISH
Position Held: DIRECTOR

[Signature]
Signature
Name: TODD SYMONS TANIA CORNISH
Position Held: DIRECTOR SECRETARY

Executed for and on behalf of
Australia and New Zealand Banking Group Limited
-BN 11 005 357 522
under Power of Attorney dated 18th November 2002
and registered in New South Wales
Book: 4376 Folio: 410 by
Bernard Keylock
who certifies that he/she is a
Senior Manager/Manager
and that he/she has not received
notice of revocation of that Power.

[Signature]
Signature of Attorney
In the presence of
[Signature]
Signature of Witness
BRAYDEN CARDE
Print name of Witness
242 Pitt Street
Sydney NSW 2000
Address of Witness

A.L

[Signature]
Council Authorised Person

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 Sections 88B and 88E Conveyancing Act 1919

(Sheet 12 of 17)

Plan **DP1213292**

Plan of Subdivision of Lot 187 in Deposited Plan 1213289 and Easements affecting Lot 3 in Deposited Plan 1193647 covered by Subdivision Certificate No. 14.2015.268.8
Dated 30/11/2017

EXECUTED by ANTHONY LAHOOD)
in the presence of:)

A.L.

Anthony Lahood

D. Bobyreff

Signature of Witness

DAVID BOBYREFF

Print Name of Witness

*14 ROBERTSON WAY
CAMDEN PARK NSW 2570*

Address of Witness

A.L.

RC M M US J J

.....
Council Authorised Person

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 Sections 88B and 88E Conveyancing Act 1919

(Sheet 13 of 17)

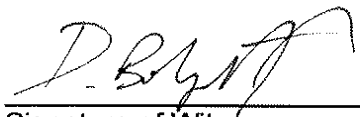
Plan **DP1213292**

Plan of Subdivision of Lot 187 in Deposited Plan 1213289 and Easements affecting Lot 3 in Deposited Plan 1193647 covered by Subdivision Certificate No. 14.2015.268.8
Dated 30/11/17

EXECUTED by JOSEPH JAMES LAHOOD)
in the presence of:)



Joseph James Lahood



Signature of Witness

DAVID BOBYREFF

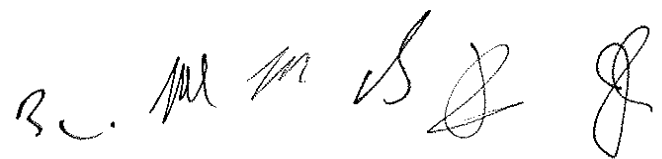
Print Name of Witness

14 ROBERTSON WAY

CAMDEN PARK NSW 2570

Address of Witness

A.L



.....
Council Authorised Person

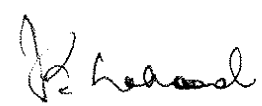
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Sections 88B and 88E Conveyancing Act 1919

(Sheet 14 of 17)

Plan **DP1213292**

Plan of Subdivision of Lot 187 in Deposited Plan 1213289 and Easements affecting Lot 3 in Deposited Plan 1193647 covered by Subdivision Certificate No. 14.2015.268.8
Dated 30/11/17

EXECUTED by JAMES RAYMOND LAHOOD)
in the presence of:)



James Raymond Lahood



Signature of Witness

DAVID BOBYREFF

Print Name of Witness

14 ROBERTSON WRM
CAMDEN PARK NSW 2570

Address of Witness



.....
Council Authorised Person

RL


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 Sections 88B and 88E Conveyancing Act 1919

(Sheet 15 of 17)


Plan **DP1213292**

Plan of Subdivision of Lot 187 in Deposited Plan 1213289 and Easements affecting Lot 3 in Deposited Plan 1193647 covered by Subdivision Certificate No. 14.2015.268.8
Dated 30/11/17

EXECUTED by VELION STANTON)
in the presence of:)



Velion Stanton



Signature of Witness

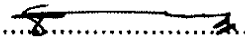
DAVID BOBYREFF

Print Name of Witness

14 ROBERTSON WAY
CAMDEN PARK NSW 2570

Address of Witness

A.L. B.C.M. M.V.S. J. Q.


.....
Council Authorised Person

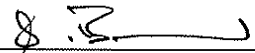
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(Sheet 16 of 17)

Plan **DP1213292**

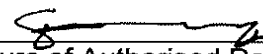
Plan of Subdivision of Lot 187 in Deposited Plan 1213289 and Easements affecting Lot 3 in Deposited Plan 1193647 covered by Subdivision Certificate No. 14.2015.268.8
Dated 30/11/17

Executed by **CAMDEN COUNCIL**
by its Authorised Delegate pursuant to S.377 of the Local Government Act 1993 in the presence of:

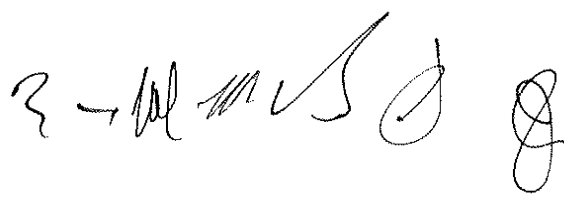

Signature of Witness

Steven Brand
Print Name of Witness

70 Central Ave
ORAN PARK
Address of Witness


Signature of Authorised Delegate

SUGULE MOHAMED
Name and Authorised Delegate
Team Leader
Engineering Certification
Camden Council



A.L

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 Sections 88B and 88E Conveyancing Act 1919

(Sheet 17 of 17)

Plan **DP1213292**

Plan of Subdivision of Lot 187 in Deposited Plan 1213289 covered by Subdivision Certificate No. 14.2015.268.8 Dated 30/11/17

I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015* (NSW)

Signature of witness:

Signature of attorney:

Name of witness:

LOREN VINCENT

Name and position of attorney:

Helen Smith
Manager Property & Fleet

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Power of attorney:

Book 4727 No 524

Signing on behalf of:

Endeavour Energy Network Asset Partnership ABN 30 586 412 717

Endeavour Energy reference:

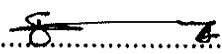
URS17332

Date of signature:

18 September 2017

REGISTERED  9.1.2018

rc. M m V J J


.....
Council Authorised Person

A.L.



PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

APPLICANT: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Certificate number: 20210848
Receipt number: 99999
Certificate issue date: 26/02/2021
Certificate fee: \$53.00
Applicant's reference: 05921
Property number: 1176977

DESCRIPTION OF PROPERTY

Land Description: LOT: 219 DP: 1213292
Address: 24 Abidi Street SPRING FARM 2570

BACKGROUND INFORMATION

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

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPS

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

LOCAL ENVIRONMENTAL PLANS (LEP'S)

Camden Local Environmental Plan 2010.

STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

SEPP No 19 - Bushland in Urban Areas

SEPP No 21 - Caravan Parks

SEPP No 33 - Hazardous and Offensive Development

SEPP No 50 - Canal Estates

SEPP No 55 - Remediation of Land

SEPP No 64 - Advertising and Signage

SEPP No 65 - Design Quality of Residential Apartment Development

SEPP No 70 - Affordable Housing (Revised Schemes)

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

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (State Significant Precincts) 2005

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011

SEPP (Educational Establishments and Child Care Facilities) 2017

SEPP (Vegetation in Non-Rural Areas) 2017

SEPP (Concurrences and Consents) 2018

SEPP (Primary Production and Rural Development) 2019

SEPP (Western Sydney Aerotropolis) 2020

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

DEEMED STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

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

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

DRAFT LOCAL ENVIRONMENTAL PLAN (LEP'S)

Draft Stage 1 Camden Local Environmental Plan 2010 Amendment

DRAFT STATE ENVIRONMENTAL PLANNING POLICY (SEPP'S)

SEPP (Environment) 2017

SEPP (Remediation of Land) 2018

SEPP (Short Term Rental Accommodation) 2019

SEPP (Housing Diversity) 2020

SEPP (Infrastructure) Amendment (Health Services Facilities) 2020

SEPP (Educational Establishments and Child Care Facilities) Amendment 2020

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

DEVELOPMENT CONTROL PLANS

Camden Development Control Plan 2019, as amended

2/2A. ZONING AND LAND USE UNDER RELEVANT LEPS AND/OR UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

This section contains information required under clauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000, relating to zoning and land use under relevant Environmental Planning Instruments.

Clause 2 of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas zoned under a Local Environmental Plan, or zoning and land use under a proposed instrument referred to in clause 1(2).

Clause 2A of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned, or proposed to be zoned, under the State Environmental Planning Policy (Sydney Region Growth Centres) 2006. This includes a Precinct Plan or a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act.

A. ZONE R1 GENERAL RESIDENTIAL - CAMDEN LOCAL ENVIRONMENTAL PLAN 2010

Objectives of zone

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

B. Permitted without consent

Home occupations

C. Permitted with consent

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

D. Prohibited

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

E. Are there any development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house on the land and, if so the minimum land dimensions so fixed.

No.

F. Does the land include or comprise critical habitat?

No.

G. Is the land in a conservation area (however described)?

No.

H. Is an item of environmental heritage (however described) situated on the land?

No.

3. COMPLYING DEVELOPMENT

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

HOUSING CODE

Complying development MAY be carried out on the land.

LOW RISE HOUSING DIVERSITY CODE

Complying development MAY be carried out on the land.

RURAL HOUSING CODE

Complying development MAY be carried out on the land.

GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land.

Note: The Greenfield Housing Code only applies to certain land within the Camden Local Government Area. Under Clause 3C.1 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the code applies to land identified within the Greenfield Housing Code Area, as shown on the Greenfield Housing Code Area Maps.

INLAND CODE

The Inland Code does not apply to the Camden Local Government Area.

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development MAY be carried out on the land.

COMMERCIAL AND INDUSTRIAL NEW BUILDINGS AND ADDITIONS CODE

Complying development MAY be carried out on the land.

CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land.

SUBDIVISION CODE

Complying development MAY be carried out on the land.

DEMOLITION CODE

Complying development MAY be carried out on the land.

FIRE SAFETY CODE

Complying development MAY be carried out on the land.

Where complying development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

4B. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

Not Applicable.

5. MINE SUBSIDENCE

Is the land proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017?

No.

6. ROAD WIDENING AND ROAD REALIGNMENT

Is the land affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) any environmental planning instrument, or
- (c) any resolution of the council?

No.

7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Is the land affected by a policy:

- (a) Adopted by the council, or
- (b) Adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)?

LAND SLIP

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of landslip.

BUSHFIRE

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of bushfire.

TIDAL INUNDATION

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of tidal inundation.

SUBSIDENCE

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of subsidence

ACID SULPHATE SOILS

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of acid sulphate soils.

OTHER RISK

Contamination:

Council's policy 'Management of Contaminated Lands' applies to the whole of the council area and may restrict, development of land. The policy is implemented when zoning or land use changes are proposed, or when further development is proposed, where land has been used for contaminating or potentially contaminating activities, including those activities listed in schedule 1 of the policy. A copy of the policy is available on Council's website.

Salinity:

There are requirements for salinity and salinity assessment for specific types of development within the Camden local government area. This includes mandatory building requirements, unless other requirements are identified in any site specific salinity risk assessment or salinity management plan applying to the land. Please refer to Council's policy 'Building in a Salinity Prone Environment' and to requirements in the relevant Development Control Plan that applies to the land.

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) Is development on the land or part of the land 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 senior housing) subject to flood related development controls?

No.

(2) Is development on that land or part of the land for any other purpose subject to flood related development controls?

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

(3) Words and expressions in this clause have the same meanings as in the standard instrument set out in the Standard Instrument (Local Environmental Plans) Order 2006.

8. LAND RESERVED FOR ACQUISITION

Does any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Environmental Planning and Assessment Act. 1979?

No.

9. CONTRIBUTION PLANS

The name of each contributions plan applying to the land

Contributions Plan No 7 - Road Maintenance Extractive Industry.

Camden Contributions Plan 2011

9A. BIO-DIVERSITY CERTIFIED LAND

Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016?

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

No.

10. BIODIVERSITY STEWARDSHIP SITES

Is the land or part of the land a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (where council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage)?

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

No.

10A. NATIVE VEGETATION CLEARING SET ASIDES

Does the land contain a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (where council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)?

No.

11. BUSH FIRE PRONE LAND

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

No.

12. PROPERTY VEGETATION PLANS

Is the land subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force), where the council has been notified of the existence of the plan by the person or body that approved the plan under that Act?

No.

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

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

No.

14. DIRECTIONS UNDER PART 3A

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

No.

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

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

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

No.

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

No.

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

Is there a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land?

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

No.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

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

No.

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

No.

18. PAPER SUBDIVISION INFORMATION

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land?

If so, what is the date of the subdivision order that applies to the land (words and expressions used in this clause have the same meaning as they have in Part 16C of the Environmental Planning and Assessment Regulation).

Not Applicable.

19. SITE VERIFICATION CERTIFICATES

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

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

No.

20. LOOSE-FILL ASBESTOS INSULATION

Does the land include any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?

No.

21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Is there is any affected building notice of which the council is aware that is in force in respect of the land?

Note: Affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

No.

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

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

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

No.

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

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

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

No.

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

No.

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

No.

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

No.

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

No.

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

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

(a) Is the land to which the certificate relates significantly contaminated land within the meaning of that Act?—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No.

(b) Is the land to which the certificate relates subject to a management order within the meaning of that Act?—if it is subject to such an order at the date when the certificate is issued,

No.

(c) Is the land to which the certificate relates the subject of an approved voluntary management proposal within the meaning of that Act? - if it is the subject of such an approved proposal at the date when the certificate is issued,

No.

(d) Is the land to which the certificate relates subject to an ongoing maintenance order within the meaning of that Act? - if it is subject to such an order at the date when the certificate is issued.

No.

(e) Is the land to which the certificate relates the subject of a site audit statement within the meaning of that Act? - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

Yes.

DISCLAIMER AND CAUTION

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

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

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions persons against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.



Ron Moore
General Manager

24 February 2021

Infotrack Pty Limited

Reference number: 8000468952

Property address: 24 Abidi St Spring Farm NSW 2570

Sewer service diagram is not available

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

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

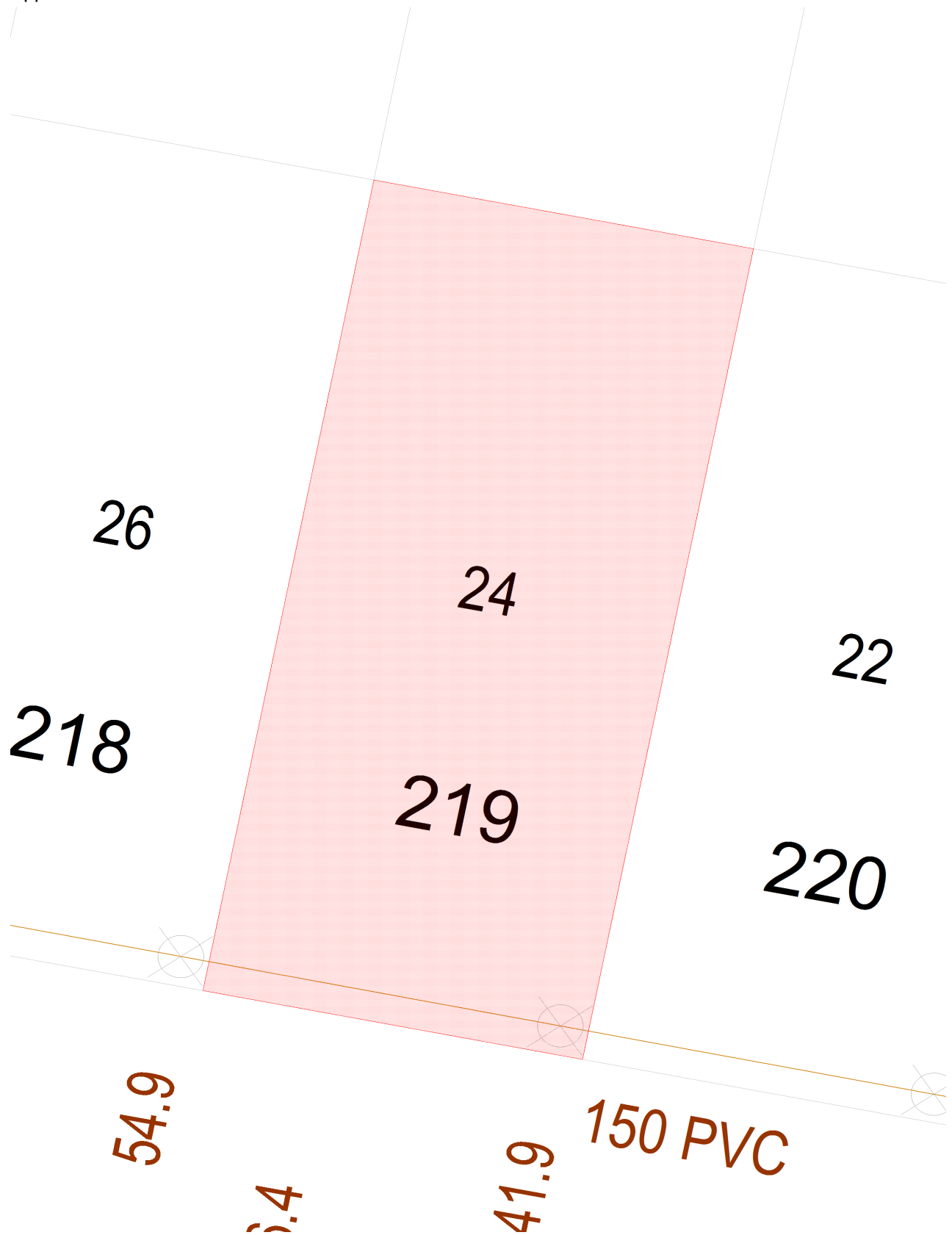
The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Greg Staveley
Manager Business Customers

Service Location Print
Application Number: 8000468955



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Disclaimer

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

Asset Information

Legend

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

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Pipe Types

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

Further Information

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

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

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

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