

8 Glover Street

CLAYMORE NSW 2559

Draft Contract

McGrath

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 77977332	NSW DAN:
vendor's agent	McGrath Liverpool 265B Macquarie Street, Liverpool, NSW, 2170		Phone: (02) 9824 1100 Fax: (02) 9824 1120 Ref: Glen Craigie
co-agent			
vendor	SHANNON CHRISTINA YKMOUR		
vendor's solicitor	John Stonham & Co 1/ 110 Queen Street Campbelltown NSW 2560		Phone: (02) 4628 1517 Fax: (02) 4627 6126 Ref: Ykmour & Glover
date for completion	42 days after the contract date	(clause 15)	Email: john@johnstonhamlawyers.com.au
land	8 GLOVER STREET CLAYMORE NSW 2559		
(Address, plan details and title reference)	LOT 2089 IN DEPOSITED PLAN 1203428 2089/1203428		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

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Ykmour & Glover

77977332

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

NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

PEXA

Electronic transaction (clause 30)

no YES

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

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

land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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 serving a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

SPECIAL CONDITIONS

1. Amendments to Printed Clauses
 - (a) **Clause 7.1.1 is deleted**
 - (b) The first line of **Clause 10.1.1 is amended** to read "The purchaser cannot make a claim, *requisition, rescind, terminate or delay completion* in respect of"
 - (c) Insertion of the following words 'of fourteen (14) days making time of the essence of the Agreement' after the words 'notice to complete' in the first line of **clause 15**
 - (d) **Clause 16.5 is amended** by deleting the words ", plus another 20% of that fee."
 - (e) **Clause 16.7 is amended** by deleting the words "cash (up to \$2,000) or"
 - (f) **Clause 16.8 is deleted**
 - (g) **Clause 16.12 is amended** by deleting the words ", but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee."
 - (h) **Clause 18.7 is amended** by inserting at the beginning the words "Subject to Clause 19.2.2"
2. The particulars of title contained in the particulars shown on the first page of the within agreement shall be deemed accepted by the purchaser as sufficient for the perpetuation of this transfer and the statement of title shall be deemed to have been delivered on the date of the within agreement.
3. The property and inclusions are sold in their present state and condition including any defect latent or patent and the purchaser acknowledges that they are purchasing the property on the basis of his own inspections and enquiries and it is expressly agreed that the purchaser shall make no objection, requisition or claim for compensation in respect thereto and the vendor shall not be required to make any renovations or reparation thereto, further the vendor has not, nor has anyone on the vendor's behalf made any warranty or representation in respect thereof or in respect of the suitability of the property for any purpose.
4. It is hereby agreed and declared that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and this agreement contains the whole of the agreement between the vendor and the purchaser and the purchaser shall not be entitled to rely on any representation or warranty however made by the vendor or its agents except those that as are made conditions of this agreement.
5. Without any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included herein, should the purchaser (or any one or more of them) prior to the date of completion:

- (a) die or become mentally ill then the vendor may rescind this agreement by serving notice in writing on the purchaser or the purchaser's solicitor or agent and thereupon this agreement shall be at an end and the provisions of clause 19 hereof shall apply; or
 - (b) be declared bankrupt or enter into any arrangement or scheme with creditors pursuant to any part of the Bankruptcy Act 1996 (or being a company become insolvent or have a receiver, manager, or liquidator appointed or call a meeting of its creditors for the purpose of entering into an arrangement with its creditors) then the purchaser shall be deemed to be in default hereunder.
6. After the expiration of six (6) weeks from the date of this agreement, the vendor shall be entitled to serve on the purchaser a notice requiring the completion of this agreement within fourteen (14) days of the date of any such notice, and in this respect, time is of the essence. Further, the purchaser will pay on completion an additional sum of two hundred and twenty dollars (\$220) representing legal costs of the vendor/s and other expenses incurred as a result of the delay of settlement and it is agreed between the parties that this amount is a genuine pre-estimate of the damages suffered by the vendor/s as a consequence of the purchasers default.
7. In the event settlement does not occur on the date on which settlement is booked, through no fault of the Vendor, the Purchaser shall pay to the Vendor all reasonable expenses incurred as a result of the failed settlement.
8. The purchaser acknowledges that he has satisfied himself as to the location, availability of connection to the property of water, sewerage, drainage, telephone, gas, electricity, or the like or other services and no objection, requisition, or claim for compensation shall be made in respect of the location or availability of such service.
9. It is agreed that completion shall occur on or before the date set out on the first page of this Contract and in the event that the purchaser/s are not able to complete the purchase for any reason other than the neglect or delay of the vendor then notwithstanding any other remedy available at law or in equity that either party may rely upon, the purchaser/s will pay interest to the vendors at the rate of twelve per cent (12%) per annum on the balance of the purchase price outstanding from the date shown on the first page of this agreement.
10. The vendor's agents are hereby authorised (as stakeholders) with all reasonable expedition after the date hereof to invest the deposit at the risk of the purchaser and vendor with an interest bearing account with a bank or building society in trust for the vendors and purchasers to withdraw the deposit upon completion, rescission or termination of this agreement. Any interest earned on such deposit shall be paid as follows:
- (a) if this agreement is completed in accordance with the terms contained herein or rescinded by either party in accordance with the terms contained herein and other

than as a result of default by either party, then the interest is to be divided equally between the vendor and the purchaser;

- (b) in the event that this agreement is not completed due to any default by the vendor then the interest on the deposit is to be paid in its entirety to the purchaser;
- (c) in the event that this agreement is terminated in any manner which would result in the purchaser forfeiting the deposit, then the interest on the deposit is to be paid in its entirety to the vendor without prejudice to any other rights or remedies that the vendor might otherwise have;

Notwithstanding anything expressed or implied to the contrary herein contained, the deposit shall be paid by the purchaser in favour of the vendor's agent or the relevant financial institution (as the vendor may direct) AND in calculation the quantum of the interest for distribution purpose under this special condition, financial institutions duty and other charges and expenses shall first be deducted from the total quantum of interest before any apportionment.

11. In the event of any dispute arising in respect of the payment of the deposit or interest earned thereon the vendor's agent shall pay all disputed moneys to the Supreme Court of NSW under the rules thereof.
12. Notwithstanding anything expressed or implied to the contrary herein contained, or any rule of law or equity to the contrary, the vendors agent shall not be liable for waste or loss of the deposit or the interest howsoever arising in respect of any placement of the deposit any authorised.
13. The purchaser represents and warrants that the purchaser was not introduced to the vendor or the property by any real estate agent, any employee of any real estate agent or any person having any connection with any real estate agent other than the vendor's agent or co-agent listed on the front page of this agreement, and the purchaser hereby indemnifies the vendor against any liability or loss arising from, and any expenses including, without limitation, legal expenses on a full indemnity basis or solicitor and own client basis, whichever is the higher, incurred in connection with a breach of the representation and warranty contained in this clause.
14.
 - a. Should the vendor require, the purchaser agrees to the release of the deposit moneys to the vendor provided that the deposit may be released only to a stakeholder who is a licensed Real Estate Agent or Solicitor for utilisation as a deposit for the purchase of another property or for payment of stamp duty on the said property. In the event that the said purchase by the vendor does not proceed, then the moneys released will be dealt with in accordance with the terms on the contract.

b. Should the vendor require, the purchaser agrees to the release of deposit monies to the vendor for the purposes of effecting settlement. The Vendor is not required to obtain written authority from the purchaser in this regard.

15. In the event that the Vendor has agreed to exchange this contract upon the payment of a deposit being less than ten percent (10%) of the purchase price or a deposit bond of less than ten percent (10%) of the purchase price and in the event that the purchaser defaults in observance of a performance of any obligation imposed on them under or by virtue of this agreement, then the purchaser will forthwith pay to the vendor the balance of the ten percent (10%) of the purchase price, notwithstanding that the damages which the vendor has suffered as a result of such default are or may subsequently be proved to be less than that ten percent (10%).

16. The vendor reserves the right prior to exchange of this contract to add any further documents that may be required to comply with the vendor's obligations of disclosure. In this regard if any copy document is attached to this agreement by the purchaser or their legal representative at the request of the vendor or their solicitor, it is agreed that the person so attaching the document does so as the agent of the vendor.

Prescribed Conditions of Sale By Auction

PROPERTY STOCK & BUSINESS AGENTS ACT (NSW) 2002, PART 6, S.77 &

REGULATION 2003 & 2007.

Clause 18 (1) –

The following conditions are applicable to and in respect of the sale by auction of land or livestock:

1. The principals reserve price must be given in writing to the auctioneer before the auction commences.
2. A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
3. The highest bidder is the purchaser, subject to any reserve price.
4. In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
5. The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
6. A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
7. A bid cannot be made or accepted after the fall of the hammer.
8. As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

Clause 18 (2) –

The following conditions, in addition to the above, are applicable to and in respect of the sale by auction of residential property or rural land:

1. All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
2. Subject to subclause (2A) the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
3. Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce, "vendor bid".

Clause 18 (2A) –

The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

1. More than one vendor bid may be made to purchase the interest of a co-owner.
2. A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
3. Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
4. Before the commencement of the auction, the auctioneer must announce the bidder

registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator

PRESCRIBED WARNING NOTICES.

Property, Stock & Business Agents Act (NSW) 2002, section 78 (3) and Regulations 2003, clause 20 (1)

Penalty for collusive practices

It is an offence against the Property, Stock and Business Agents Act 2002 for a person to do any of the following as a result of a collusive practice, or to induce or attempt to induce another person by a collusive practice to do any of the following:

- (a) To abstain from bidding, or
- (b) To bid to a limited extent only, or
- (c) To do any other act or thing that might prevent free and open competition.

Severe penalties may be imposed on persons convicted of collusive practices.

Property, Stock & Business Agents Act (NSW) 2002, section 83 (2) and Regulations 2003, clause 20 (2) & Regulations 2007 clause 20 (2A)

Successful bidders

The actual successful bidder at an auction sale must give to the auctioneer or an employee of the auctioneer:

- (a) The bidders name, or
- (b) The name of the person on whose behalf the successful bid was made.

Penalty for dummy bidding

It is an offence against the Property, Stock and Business Agents Act 2002 for a person to do any of the following:

- (a) make a bid as the seller,
- (b) make a bid on behalf of the seller (unless the person is the auctioneer),
- (c) procure another person to make a bid on behalf of the seller.

Any Bid made with the dominant purpose of benefiting the seller constitutes a bid made on behalf of the seller. A bid may be found to be a bid made on behalf of the seller even though the seller did not:

- (a) request the bid, or
- (b) have any knowledge of the bid.

Severe penalties may be imposed on persons convicted of dummy bidding.



FOLIO: 2089/1203428

SEARCH DATE	TIME	EDITION NO	DATE
16/2/2021	8:55 AM	4	17/4/2020

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

LAND

LOT 2089 IN DEPOSITED PLAN 1203428
AT CLAYMORE
LOCAL GOVERNMENT AREA CAMPBELLTOWN
PARISH OF ST PETER COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1203428

FIRST SCHEDULE

SHANNON CHRISTINA YKMOUR (T AP875533)

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 * X460385 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912)
- 2 * DP1203428 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 * DP1203428 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 * DP1203428 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 5 * DP1203428 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 6 * DP1203428 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 7 * DP1203428 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
- 8 * DP1203428 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
- 9 AQ41187 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Ykmour 8 Glover

PRINTED ON 16/2/2021



X460385

RESUMPTION APPLICATION

SECTION 31A (3), REAL PROPERTY ACT, 1900
 (See Instructions for Completion on back of form)

RA

A	1 of 1
\$39	V

SEE COPIES
 "A" - "B"
 P.1

DESCRIPTION OF LAND
 Note (a)

Torrens Title Reference	If part only, delete Whole and give details	Location
SEE ANNEXURE "A" HERETO	WHOLE	

APPLICANT
 Note (b)

NEW SOUTH WALES LAND AND HOUSING CORPORATION.

OFFICE USE ONLY

OVER

Note (c)

(the abovesaid Applicant) in consequence of the resumption notified in Government Gazette dated 9th October 1987, folio 5737 a true copy whereof appears hereunder, hereby applies to the Registrar-General (I) to make all such recordings in the Register as may be necessary to give effect to the resumption so far as it relates to the land above described.

Note (d)

Note (e)

COPY OF GAZETTE NOTIFICATION

SEE ANNEXURE "B" HERETO

DATE 17 FEB 1988

EXECUTION
 Note (f)

I hereby certify this application to be correct for the purposes of the Real Property Act, 1900.
 Signed in my presence by the authorised officer of the applicant

[Signature]
 Signature of Witness

738

LOUISE FAULKNER
 Name of Witness (BLOCK LETTERS)

H. K. ROBERTS
 State Crown Solicitor
 DRL

[Signature]
 Signature of authorised officer

STATE CROWN SOLICITORS CLERK
 Address and occupation of Witness

TO BE COMPLETED BY LODGING PARTY
 Notes (g) and (h)

LODGED BY STATE CROWN SOLICITORS OFFICE 100 D'ARLINGTON STREET, SYDNEY 2000 PHONE: 26-1116 FAX: 26-1116		LOCATION OF DOCUMENTS CT OTHER _____ _____ _____ Herewith. In R.G.O. with _____ Produced by _____	
Delivery Box Number Checked Passed ECW STRM4		REGISTERED -19	CT NOCT
Signed Extra Fee		Registrar General	

OFFICE USE ONLY

Cert. of Title

(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME	FIRST SCHEDULE DIRECTIONS						
(D) FOLIO IDENTIFIER	(E) DIRECTION	(F) TYPE	(G) DEALING NUMBER	(H) DETAILS	SECOND SCHEDULE AND OTHER DIRECTIONS				
1-9 INCL / 258940 12, 13, / 258940 19-26 INCL / 258940 28 / 258940 901-904 INCL / 259322 2 / 703539	S	NEW SOUTH WALES LAND AND HOUSING CORPORATION							
1-4 INCL / 258940 6-9 INCL / 258940 12, / 258940 19-22 INCL / 258940 24 / 258940 902-904 INCL / 259322 2 / 703539	OFF	NB							
1-4 INCL / 258940 19-26 INCL / 258940 28 / 258940 901 / 259322	OFF	NB							
901 / 259322	OFF	NB							

INSTRUCTIONS FOR COMPLETION

This dealing should be lodged by hand at the Registrar General's Office.

Use this form where the land returned is under the provisions of the Real Property Act, 1900.

Typewriting and handwriting should be clear, legible and in permanent non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the applicants.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the applicant and the attesting witness.

The following instructions relate to the side notes on the form.

(a) Description of land.

(i) **TOWNSHIP SITE REFERENCE**—For a manual folio insert the Volume and Folio (e.g., Vol. 5514 Fol. 126). For a computer folio insert the folio identifier (e.g., L27012A). Title references should be listed in numerical sequence.

(ii) **PART WHOLE**—If part only of the land is the subject of the application, delete the word "Whole" and insert the lot and plan number, portion, etc.

(iii) **LOCATION**—Insert the locality shown on the certificate of title/crown grant, etc., as a check. If the locality is not shown, insert the Parish and County, e.g., Pt. Moresby Co. Bour.

(b) State the name of Authority in which the land is vested.

(c) Show date and folio number of the Gazette notification.

(d) Delete this clause if the issue of a new certificate of title is not required.

(e) Insert a copy of the Gazette Notification. If the space provided is insufficient for this purpose, use an annexure sheet (identified as such) of the same size and quality of paper as this form.

(f) **Excursion**—The certificate of gazettee under the Real Property Act, 1900 must be signed by an authorized officer of the applicant who should execute the dealing in the presence of an adult witness to whom he/she is personally known.

(g) Any person (other than the Registrar) certifying it to be the register provided by section 117 of the Real Property Act, 1900.

(h) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(i) If any document is lodged with this application, record in DOCUMENTS LODGED panel.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS

SECOND SCHEDULE AND OTHER DIRECTIONS

"A"

See relevant instructions for completion on back of dealing form.

(a) Transfer, mortgage or other dealing. ANNEXURE TO (a) Resumption Application

dated 17 FEB 1988

(b) Names of parties.

from (b)

to

being a continuation of the description of land parcel referred to on front of form

(c) Lot and plan number, portion, etc. See also sections 327 and 327AA, Local Government Act, 1919.

(d) Locality shown on C.T./ Crown Grant, e.g. at Chullara. If locality not shown, insert parish and county.

AFFECTED TORRENS TITLE REFERENCES			Whole or part	If part only, give details (c)	Location (d)
Folio identifier	Volume	Folio			
3/258940 ✓			WHOLE	Lot 91 in D.P. 241233 ⁵⁹¹³²² Excluding Lot 3. D.P. 241233	Parish: St Peter County: Cumberland
4/258940 ✓			WHOLE		
6/258940 ✓			WHOLE		
7/258940 ✓			WHOLE		
9/258940 ✓			WHOLE		
12/258940 ✓			WHOLE		
19/258940 ✓			WHOLE		
20/258940 ✓			WHOLE		
24/258940 ✓			WHOLE		
5/258940 ✓			PART		
8/258940 ✓			PART		
13/258940 ✓			PART		
21/258940 ✓			PART		
22/258940 ✓			PART		
23/258940 ✓			PART		
25/258940 ✓			PART		
26/258940 ✓			PART		
28/258940 ✓			PART		
1/258940 ✓			WHOLE	Lot 12, D.P. 605324	Parish: St Peter County: Cumberland
2/258940 ✓			WHOLE		
21/258940 ✓			PART	Lot 12, D.P. 605324	Parish: St Peter County: Cumberland
22/258940 ✓			PART		
901/259322 ✓			WHOLE		
902/259322 ✓			WHOLE		
903/259322 ✓			WHOLE	Parish: St Peter County: Cumberland	
904/259322 ✓			WHOLE		
2/703539 ✓			WHOLE	Parish: St Peter County: Cumberland	

(e) Transfer, mortgage or as appropriate.

(a) Signed in my presence by the _____
 who is personally known to me

 Signature of Witness

H. K. ROBERTS
 State Crown Solicitor

OR

[Signature]
 Authorized Officer

(f) Transfer, mortgage or as appropriate.

(b) Signed in my presence by the _____
 who is personally known to me

 Signature of Witness

[Signature]
 Witness

ANNEXURE TO RESUMPTION APPLICATION DATED
by State Crown Solicitor.

17 FEB 1988

9 OCTOBER, 1987]

NEW SOUTH WALES GOVERNMENT GAZETTE No. 159

5737

HOUSING ACTS—PUBLIC WORKS ACT 1912

ACQUISITION OF LAND AT CLAYMORE, NEW SOUTH WALES, FOR
THE PURPOSES OF THE NEW SOUTH WALES LAND AND
HOUSING CORPORATION

IT is hereby notified and declared by His Excellency the Lieutenant-Governor, acting with the advice of the Executive Council, that in pursuance of the provisions of section 12 of the Housing Act 1976, so much of the land described in the Schedule hereto as is Crown land is hereby appropriated, and so much of the said land as is private property is hereby resumed, under the Public Works Act 1912, for the purposes of the New South Wales Land and Housing Corporation, and that the said land is vested in the New South Wales Land and Housing Corporation. (L.A. 4702 Pt 2—Schedule 5483)

SCHEDULE

All that piece or parcel of land situate at Claymore, in the City of Campbelltown, Parish of St Peter, County of Cumberland, being lot 91, Deposited Plan 591322, excluding lot 3, Deposited Plan 241233, and said to be in the possession of the Department of Environment and Planning.

Whole Certificates of Title, registered volume 14865, folios 131, 132, 134, 135, 137 to 140 inclusive, 147, 148 and 152.

Part Certificates of Title, registered volume 14865, folios 90, 129, 130, 133, 136, 141, 149, 150, 151, 153, 154 and 156; volume 11312, folios 155 and 156; volume 11279, folio 208; volume 11231, folio 178; and volume 6877, folio 159.

Also, all that piece or parcel of land situate as aforesaid, being lots 1 and 2, Deposited Plan 258940, and said to be in the possession of the Department of Environment and Planning and another.

Whole Certificates of Title, registered volume 14865, folios 129 and 130.

Also, all that piece or parcel of land situate as aforesaid, being lot 12, Deposited Plan 605324, and said to be in the possession of the Department of Environment and Planning.

Part Certificates of Title, registered volume 14865, folios 149 and 150; volume 12716, folio 245; and volume 6987, folio 203.

Also, all that piece or parcel of land situate as aforesaid, being lots 901 to 904 inclusive, Deposited Plan 259322, and said to be in the possession of the Department of Environment and Planning and another.

Whole Certificates of Title, registered volume 14865, folios 16 to 19 inclusive.

And also, all that piece or parcel of land situate as aforesaid, being lot 2, Deposited Plan 703539, and said to be in the possession of the Department of Environment and Planning.

Whole folio identifier 2/703539.

Dated at Sydney, this sixteenth day of September, 1987.

L. W. STREET, Lieutenant-Governor.

By His Excellency's Command,

F. J. WALKER, Minister for Housing.

(335)

R. K. ROBERTS
State Crown Solicitor
DEL

Authorised Officer: _____

Witness: _____



ANNEXURE A

RESUMPTION APPLICATION

RA A 1 of 1
 \$39 ✓

ANNEXURE A
 R 1/1

SECTION 31A (3), REAL PROPERTY ACT, 1900
 (See instructions for completion on back of form)

DESCRIPTION OF LAND
 Note (a)

Torrens Title Reference	If part only, delete Whole and give details	Location
SEE ANNEXURE "A" HERETO	WHOLE	

APPLICANT
 Note (b)

NEW SOUTH WALES LAND AND HOUSING CORPORATION.	OFFICE USE ONLY OVER
-----------------------------------------------	--------------------------------

Note (c) (the abovenamed Applicant) in consequence of the resumption notified in Government Gazette dated 9th October 1987, folio 5737, a true copy whereof appears hereunder, hereby applies to the Registrar General (I) to make all such recordings in the Register as may be necessary to give effect to the resumption so far as it relates to the land above described.

Note (d)

Note (e)

COPY OF GAZETTE NOTIFICATION
 SEE ANNEXURE "B" HERETO

DATE **17 FEB 1988**

EXECUTION
 Note (f)

I hereby certify this application to be correct for the purposes of the Real Property Act, 1900.
 Signed in my presence by the authorised officer of the applicant:

[Signature]
 Signature of Witness

735
LOUISE FAULKNER
 Name of Witness (BLOCK LETTERS)

H. K. ROBERTS
 State Crown Solicitor
 per

[Signature]
 Signature of authorised officer

STATE CROWN SOLICITORS CLERK
 Address and occupation of Witness

TO BE COMPLETED BY LODGING PARTY
 Notes (g) and (h)

LODGED BY STATE CROWN SOLICITORS OFFICE 100 DOWSELL BUILDING 100 CHIFLEY SQUARE, SYDNEY 2000 LX 19 PHONE: 26 16 8135		LOCATION OF DOCUMENTS CT OTHER Macarich. In R.G.O. with Produced by	
Delivery Box Number Checked ECU Passed [Signature] Signed	REGISTERED - -19 Extra Fee	CT NOCT	Cert. of Title

OFFICE USE ONLY

Registrar General

RP 44

INSTRUCTIONS FOR COMPLETION

This dealing should be lodged by hand at the Registrar General's Office. Use this form where the land resumed is under the provisions of the Real Property Act, 1900. Typewriting and handwriting should be clear, legible and in permanent non-copying ink.

Alterations are not to be made by erasure: the words rejected are to be ruled through and initialed by the applicant.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the applicant and the attesting witness.

The following instructions relate to the side notes on the form.

- (a) Description of land.
 - (i) **TORRENS TITLE REFERENCE**—For a manual folio insert the Volume and Folio (e.g., Vol. 6514 Fol. 124). For a computer folio insert the folio identifier (e.g., 12701924). This reference should be listed in numerical sequence.
 - (ii) **PARTICULARS**—If only one of the land is the folio of the Register in the subject of the application, delete the word "Whole" and insert the lot and plan number, portion, &c.
 - (iii) **LOCATION**—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., St Chittlers. If the locality is not shown, insert the Parish and County, e.g., Pl. Wymore Co. Roue.
- (b) State the name of Authority in which the land is vested.
- (c) Show date and folio number of the Gazette notification.
- (d) Delete this clause if the issue of a new certificate of title is not required.
- (e) Insert a copy of the Gazette Notification. If the space provided is insufficient for this purpose, use an annexure sheet (identified as such) of the same size and quality of paper as this form.
- (f) **Execution**.
 The certificate of correctness under the Real Property Act, 1900 must be signed by an authorised officer of the applicant who should execute the dealing in the presence of an adult witness to whom he/she is personally known.
 Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
- (g) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.
- (h) If any document is lodged with this application, record in DOCUMENTS LODGED panel.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS

(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME
1-9 INCL / 258940 12, 13, / 258940 19-26 INCL / 258940 28 / 258940	S	NEW SOUTH WALES LAND AND HOUSING CORPORATION

SECOND SCHEDULE AND OTHER DIRECTIONS

(D) FOLIO IDENTIFIER	(E) DIRECTION	(F) NOTFN TYPE	(G) DEALING NUMBER	(H) DETAILS
1-4 INCL / 258940 6-9 INCL / 258940 12, / 258940 19-22 INCL / 258940 24 / 258940	OFF	NB		
13 / 258940 19-26 INCL / 258940 28 / 258940	OFF	NB	X 250015	

"A"

dated 17 FEB 1988

ANNEXURE TO (a) Resumption Application

from (b)
to

being a continuation of the description of land parcel referred to on front of form

(c) Lot and plan number, portion, etc. See also sections 117 and 117A, Local Government Act, 1919.

(d) Locality shown on C.T./ Crown Grant, e.g. at Chullora. If locality not shown, insert parish and county.

AFFECTED TORRENS TITLE REFERENCES			Whole or part	If part only, give details (e)	Location (d)
Folio identifier	Volume	Folio			
3/258940	X		WHOLE	Lot 91 in D.P. 241233 ⁵⁹¹³²² Excluding Lot 3. D.P. 241233	Parish: St Peter County: Cumberland
4/258940	X		WHOLE		
6/258940	X		WHOLE		
7/258940	X		WHOLE		
9/258940	X		WHOLE		
12/258940	X		WHOLE		
19/258940	X		WHOLE		
20/258940	X		WHOLE		
24/258940	X		WHOLE		
5/258940	X		PART		
8/258940	X		PART		
13/258940	X		PART		
21/258940	X		PART		
22/258940	X		PART		
23/258940	X		PART		
25/258940	X		PART		
26/258940	X		PART		
28/258940	X		PART		
1/258940	X		WHOLE	Lot 12, D.P. 605324	Parish: St Peter County: Cumberland
2/258940	X		WHOLE		
			PART		Parish: St Peter County: Cumberland
			PART		
			WHOLE		
			WHOLE		
			WHOLE		Parish: St Peter County: Cumberland

(a) Transferor, mortgagee or as appropriate.

(e) Signed in my presence by the who is personally known to me

Signature of Witness

H. K. ROBERTS
State Crown Solicitor
DEP

Authorized Officer

(f) Transferee, mortgagee or as appropriate.

(f) Signed in my presence by the who is personally known to me

Signature of Witness

Witness



REGISTERED

RESUMPTION APPLICATION

SECTION 31A (3), REAL PROPERTY ACT, 1900
 (See Instructions for Completion on back of form)

RA

A	1 of 1
\$ 39	V

ANNEXURE
R1/1

DESCRIPTION OF LAND
Note (a)

Torrens Title Reference	If part only, delete Whole and give details	Location
SEE ANNEXURE "A" HERETO	WHOLE	

APPLICANT
Note (b)

NEW SOUTH WALES LAND AND HOUSING CORPORATION.	OFFICE USE ONLY OVER
-----------------------------------------------	-------------------------

Note (c)

(the abovesigned Applicant) in consequence of the resumption notified in Government Gazette dated 9th October 1987, folio 5737, a true copy whereof appears hereunder, hereby applies to the Registrar General (I) to make all such recordings in the Register as may be necessary to give effect to the resumption so far as it relates to the land above described and (ii) to issue a new Certificate of Title in respect of the land.

Note (d)

Note (e)

COPY OF GAZETTE NOTIFICATION

SEE ANNEXURE "B" HERETO

DATE 17 FEB 1988

EXECUTION
Note (f)

I hereby certify this application to be correct for the purposes of the Real Property Act, 1900.
 Signed in my presence by the authorised officer of the applicant

[Signature]
Signature of Witness

738
LOUISE FAULKNER
Name of Witness (BLOCK LETTERS)

H. K. ROBERTS
State Crown Solicitor
DEC

[Signature]
Signature of authorised officer

STATE CROWN SOLICITORS, CLERK
Address and occupation of Witness

TO BE COMPLETED BY LODGING PARTY
Notes (g) and (h)

LODGED BY THE CROWN SOLICITORS OFFICE 100 DOWSELL BUILDING 4 CHIFLEY SQUARE, SYDNEY, 2003 DX 19 PHONE: 922 1111 819E		LOCATION OF DOCUMENTS CT OTHER Herewith In R.G.O. with Produced by	
Delivery Box Number Checked Passed ECW [Signature]	REGISTERED - 19 Signed Extra Fee	CT NOCT	Cert. of Title
Registrar General			

OFFICE USE ONLY

RP 44

INSTRUCTIONS FOR COMPLETION

This dealing should be lodged by hand at the Registrar General's Office.
 Use this form where the land resumed is under the provisions of the Real Property Act, 1900.
 Typewriting and handwriting should be clear, legible and in permanent non-copying ink.
 Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the applicant.
 If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the applicant and the attesting witness.
 The following instructions relate to the side notes on the form.

- (a) Description of land.
 - (i) **TORRENS TITLE REFERENCE.**—For a manual folio insert the Volume and Folio (e.g., Vol. 8514 Fol. 126). For a computer folio insert the folio identifier (e.g., 12/701924). This reference should be listed in numerical sequence.
 - (ii) **PARTICULARS.**—If part only of the land is the subject of the application, delete the word "Whole" and insert the lot and plan number, portion, &c.
 - (iii) **LOCATION.**—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Chulora. If the locality is not shown, insert the Parish and County, e.g., Pt. Stephens Co. Ross.
- (b) State the name of Authority in which the land is vested.
- (c) Show date and folio number of the Gazette notification.
- (d) Delete this clause if the issue of a new certificate of title is not required.
- (e) Insert a copy of the Gazette Notification. If the space provided is insufficient for this purpose, use an annexure sheet (identified as such) of the same size and quality of paper as this form.
- (f) **Execution.**
 The certificate of execution under the Real Property Act, 1900 must be signed by an authorized officer of the applicant who should execute the dealing in the presence of an adult witness to whom he or she is personally known.
 Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
- (g) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.
- (h) If any document is lodged with this application, record in DOCUMENTS LODGED panel.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS

(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME
901-904 INCL / 259322 2/703539	S	NEW SOUTH WALES LAND AND HOUSING CORPORATION

SECOND SCHEDULE AND OTHER DIRECTIONS

(D) FOLIO IDENTIFIER	(E) DIRECTION	(F) NOTIFY TYPE	(G) DEALING NUMBER	(H) DETAILS
902-904 INCL / 259322 2/703539	OFF	NB		
901/259322	OFF	NB	X250016	

"A"

ANNEXURE TO (b) Resumption Application

dated 17 FEB 1988

from (b)
 to

being a continuation of the description of land parcel referred to on front of form

(c) Lot and plan number, portion, &c. See also sections 317 and 327AA, Local Government Act, 1919.

(d) Locality shown on C.T./ Crown Grant, e.g. at Chullara. If locality not shown, insert parish and county.

AFFECTED TORRENS TITLE REFERENCES			Whole or part	If part only, give details (e)	Location (d)	
Folio Identifier	Volume	Folio				
3/258940			WHOLE	591.522 Lot 91 in D.P. 241233 Excluding Lot 3. D.P. 241233	Parish: St Peter County: Cumberland	
4/258940			WHOLE			
6/258940			WHOLE			
7/258940			WHOLE			
9/258940			WHOLE			
12/258940			WHOLE			
19/258940			WHOLE			
20/258940			WHOLE			
24/258940			WHOLE			
5/258940			PART			
8/258940			PART			
13/258940			PART			
21/258940			PART			
22/258940			PART			
23/258940			PART			
25/258940			PART			
26/258940			PART			
28/258940			PART			
1/258940			WHOLE		Lot 12, D.P. 605324	Parish: St Peter County: Cumberland
2/258940			WHOLE			
21/258940			PART	Lot 12, D.P. 605324	Parish: St Peter County: Cumberland	
			PART			
901/259322			WHOLE		Parish: St Peter County: Cumberland	
902/259322			WHOLE			
903/259322			WHOLE			
904/259322			WHOLE			
2/703539			WHOLE		Parish: St Peter County: Cumberland	

(a) Transferor, mortgagor or as appropriate.

(a) Signed in my presence by the _____
 who is personally known to me.

Signature of Witness

H. K. ROBERTS
 State Crown Solicitor

DMR

Authorized Officer

(f) Transferor, mortgagor or as appropriate.

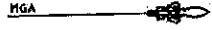
(f) Signed in my presence by the _____
 who is personally known to me.

Signature of Witness

Witness

SCHEDULE OF SHORT & CLINED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
207	N67°30'W	88.26	86.595	102
208	N47°35'W	85.376	108.45	120



ON LAND EXCLUDES MINERALS IS 141 PUBLIC WORKS ACT, (1921) (PROVISION)
 (Y) RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN

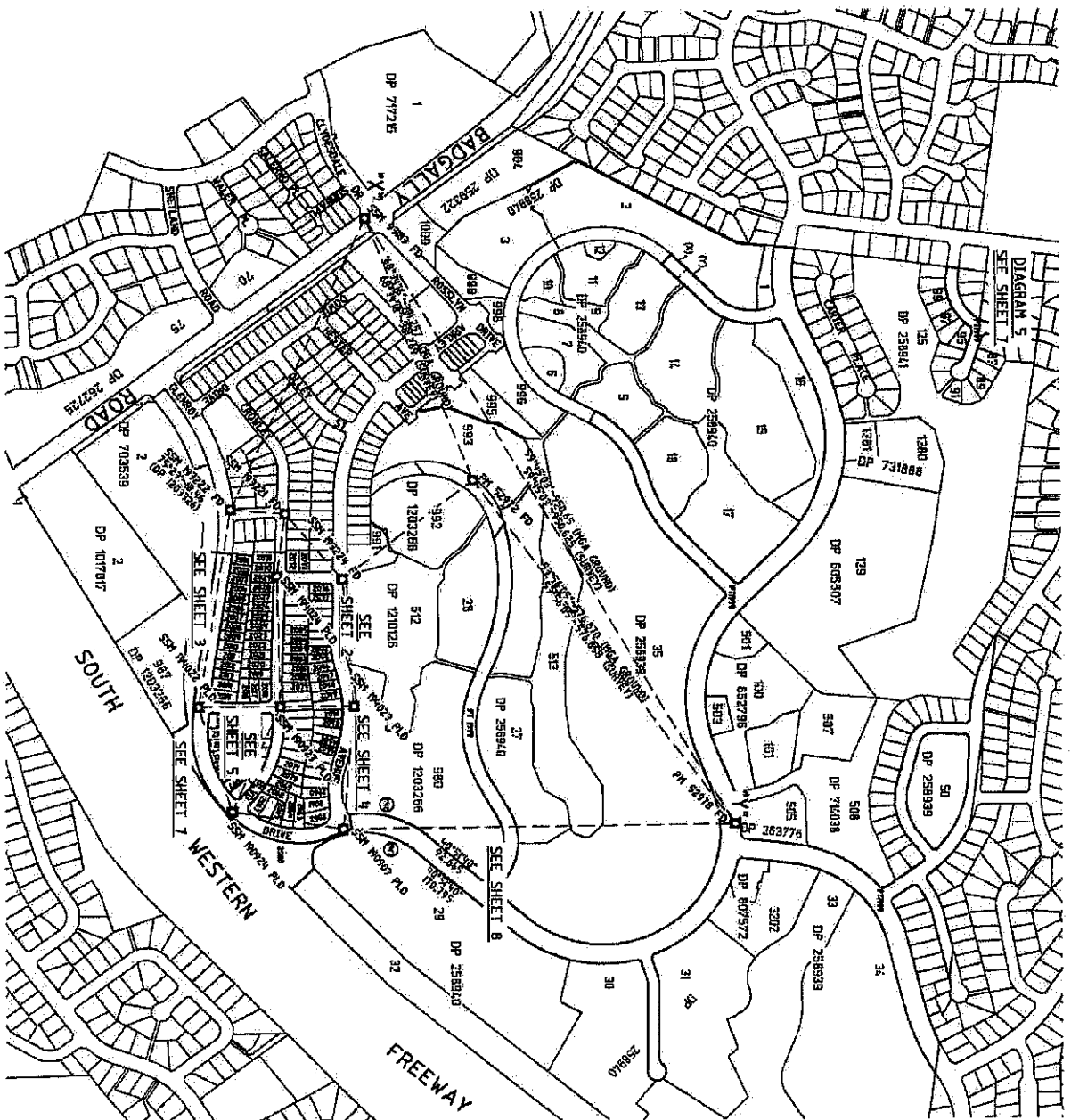
PV/ESH CONNECTIONS

SM	SM	SM	SM
SSM 19321	SSM 19322	SSM 19323	SSM 19324
SSM 19325	SSM 19326	SSM 19327	SSM 19328
SSM 19329	SSM 19330	SSM 19331	SSM 19332
SSM 19333	SSM 19334	SSM 19335	SSM 19336
SSM 19337	SSM 19338	SSM 19339	SSM 19340
SSM 19341	SSM 19342	SSM 19343	SSM 19344
SSM 19345	SSM 19346	SSM 19347	SSM 19348
SSM 19349	SSM 19350	SSM 19351	SSM 19352
SSM 19353	SSM 19354	SSM 19355	SSM 19356
SSM 19357	SSM 19358	SSM 19359	SSM 19360
SSM 19361	SSM 19362	SSM 19363	SSM 19364
SSM 19365	SSM 19366	SSM 19367	SSM 19368
SSM 19369	SSM 19370	SSM 19371	SSM 19372

SURVEY & SPATIAL INFORMATION REGULATION 2002 (CLASSIFIED & CLEAR)

MARK	EXISTING	REG.A. CO-ORDINATES	MONTING	CLASS	ORDER	METHOD	ORIGIN
PH 52978	298 12.44	4 230 749.95	B	1	2	FROM SCMS	SCMS
SM 52972	297 296.10	4 230 410.39	A	1	1	FROM SCMS	SCMS
SM 52973	297 296.17	4 230 270.80	C	1	4	FROM SCMS	SCMS
SM 19083	298 16.78	4 230 292.37	U	1	U	CAD TRAV	TRAV
SM 19084	297 958.23	4 230 154.75	U	1	U	CAD TRAV	TRAV
SM 19085	298 092.23	4 230 097.29	U	1	U	CAD TRAV	TRAV
SM 19086	297 690.49	4 230 655.36	U	1	U	CAD TRAV	TRAV
SM 19087	297 779.01	4 230 294.39	U	1	U	CAD TRAV	TRAV
SM 19088	297 990.88	4 230 053.97	U	1	U	CAD TRAV	TRAV
SM 19089	297 950.12	4 230 257.82	U	1	U	CAD TRAV	TRAV
SM 19090	297 775.12	4 230 154.29	U	1	U	CAD TRAV	TRAV

SOURCES: N.G.A. CO-ORDINATES ADOPTED FROM SCMS AT 07/09/17
 COMBINED SCALE FACTOR 1.00007 ZONE 56



Surveyor: LARRY DEAN WARD
 Date of Survey: 03/03/2017
 Surveyor's Ref: 77839.01.11.04E
 2017M7001(02) ADDITIONAL SHEETS
 2017M7001(02) PARALLEL STREET

PLAN OF SUBDIVISION OF LOT 1128 DP 1203226,
 LOTS 505, 504 & 506 DP 1203208 & EASEMENTS WITHIN
 LOT 512 DP 1210128

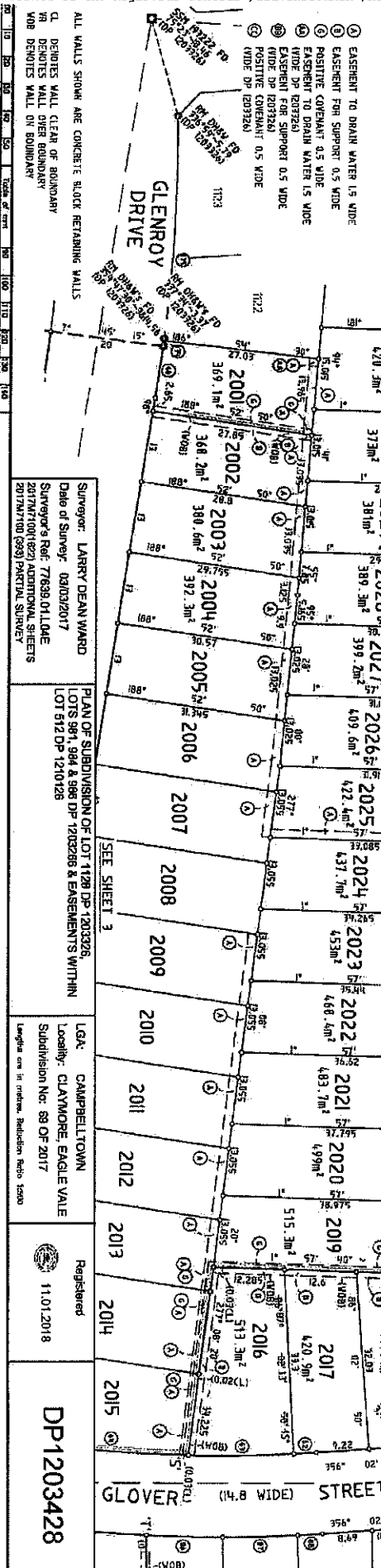
LGA: CAMPBELLTOWN
 Locality: CLAYMORE, EAGLE VALE
 Subdivision No: 89 OF 2017
 Lengths are in metres. Reduction Ratio: 1:4000

Registered
 11.01.2018

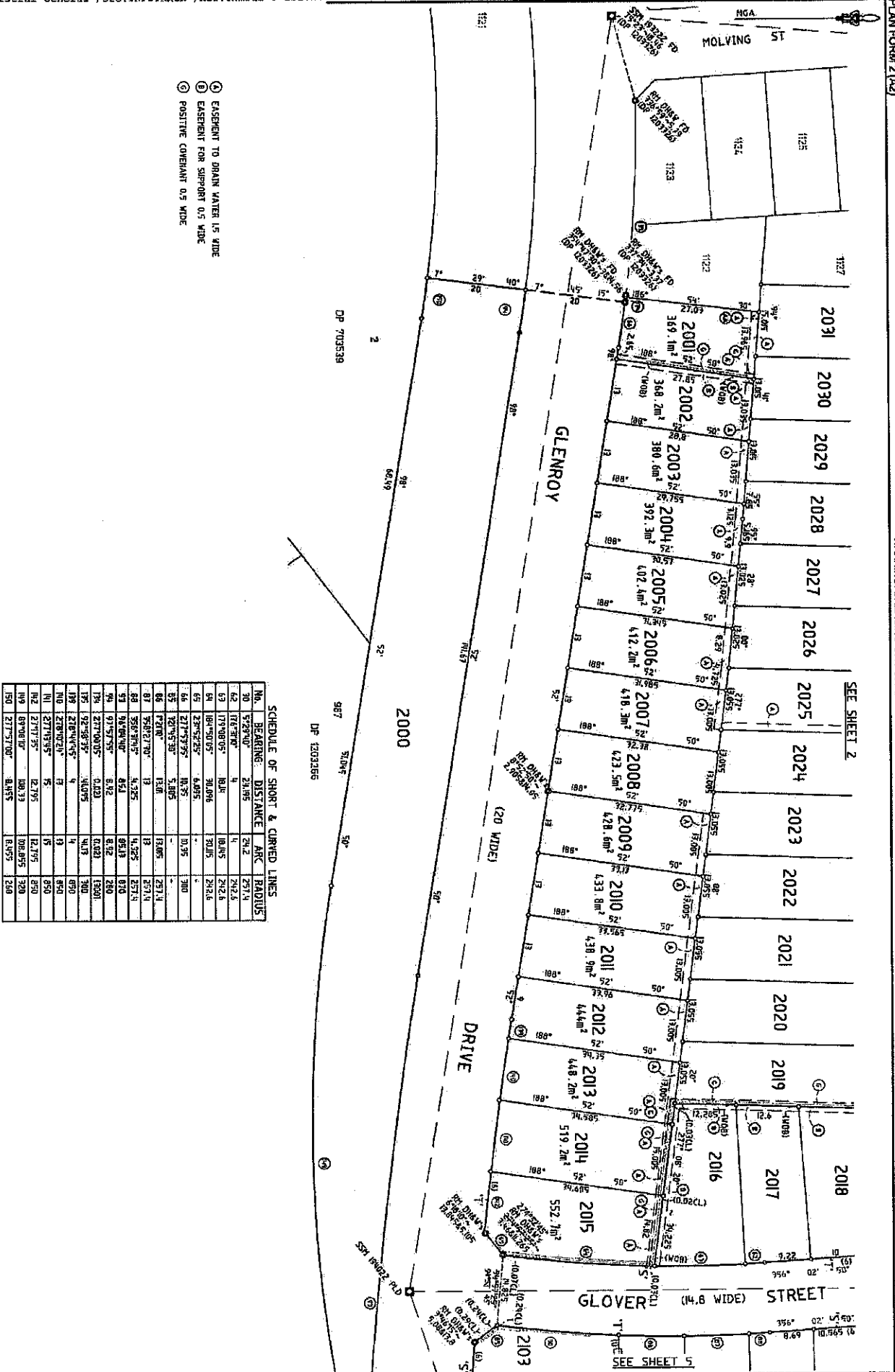
DP1203428

SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
1	N 0° 20' 50" E	0.7		
2	S 7° 38' 30" E	9.77	20.485	
3	S 9° 09' 45" E	10.45	20.485	
4	S 14° 09' 10" E	0.35	20.485	
5	S 17° 25' 35" E	1.91	20.485	
6	S 19° 17' 30" E	9.56	20.485	
7	S 18° 26' 30" E	8.55	20.485	
8	S 18° 51' 20" E	1.07	20.485	
9	S 18° 51' 20" E	4.75	20.485	
10	S 18° 51' 20" E	10.25	20.485	
11	S 17° 42' 25" E	1.75	20.485	
12	S 17° 42' 25" E	1.45	20.485	
13	S 17° 17' 50" E	13.95	18.614	
14	S 17° 17' 50" E	13.05	18.614	
15	S 16° 42' 45" E	14.95	18.614	
16	S 16° 42' 45" E	13.45	18.614	
17	S 16° 42' 45" E	13.45	18.614	
18	S 16° 42' 45" E	13.45	18.614	
19	S 16° 42' 45" E	13.45	18.614	
20	S 16° 42' 45" E	13.45	18.614	
21	S 16° 42' 45" E	13.45	18.614	
22	S 16° 42' 45" E	13.45	18.614	
23	S 16° 42' 45" E	13.45	18.614	
24	S 16° 42' 45" E	13.45	18.614	
25	S 16° 42' 45" E	13.45	18.614	
26	S 16° 42' 45" E	13.45	18.614	
27	S 16° 42' 45" E	13.45	18.614	
28	S 16° 42' 45" E	13.45	18.614	
29	S 16° 42' 45" E	13.45	18.614	
30	S 16° 42' 45" E	13.45	18.614	
31	S 16° 42' 45" E	13.45	18.614	
32	S 16° 42' 45" E	13.45	18.614	
33	S 16° 42' 45" E	13.45	18.614	
34	S 16° 42' 45" E	13.45	18.614	
35	S 16° 42' 45" E	13.45	18.614	
36	S 16° 42' 45" E	13.45	18.614	
37	S 16° 42' 45" E	13.45	18.614	
38	S 16° 42' 45" E	13.45	18.614	
39	S 16° 42' 45" E	13.45	18.614	
40	S 16° 42' 45" E	13.45	18.614	
41	S 16° 42' 45" E	13.45	18.614	
42	S 16° 42' 45" E	13.45	18.614	
43	S 16° 42' 45" E	13.45	18.614	
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46	S 16° 42' 45" E	13.45	18.614	
47	S 16° 42' 45" E	13.45	18.614	
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49	S 16° 42' 45" E	13.45	18.614	
50	S 16° 42' 45" E	13.45	18.614	
51	S 16° 42' 45" E	13.45	18.614	
52	S 16° 42' 45" E	13.45	18.614	
53	S 16° 42' 45" E	13.45	18.614	
54	S 16° 42' 45" E	13.45	18.614	
55	S 16° 42' 45" E	13.45	18.614	
56	S 16° 42' 45" E	13.45	18.614	
57	S 16° 42' 45" E	13.45	18.614	
58	S 16° 42' 45" E	13.45	18.614	
59	S 16° 42' 45" E	13.45	18.614	
60	S 16° 42' 45" E	13.45	18.614	
61	S 16° 42' 45" E	13.45	18.614	
62	S 16° 42' 45" E	13.45	18.614	
63	S 16° 42' 45" E	13.45	18.614	
64	S 16° 42' 45" E	13.45	18.614	
65	S 16° 42' 45" E	13.45	18.614	
66	S 16° 42' 45" E	13.45	18.614	
67	S 16° 42' 45" E	13.45	18.614	
68	S 16° 42' 45" E	13.45	18.614	
69	S 16° 42' 45" E	13.45	18.614	
70	S 16° 42' 45" E	13.45	18.614	
71	S 16° 42' 45" E	13.45	18.614	
72	S 16° 42' 45" E	13.45	18.614	
73	S 16° 42' 45" E	13.45	18.614	
74	S 16° 42' 45" E	13.45	18.614	
75	S 16° 42' 45" E	13.45	18.614	
76	S 16° 42' 45" E	13.45	18.614	
77	S 16° 42' 45" E	13.45	18.614	
78	S 16° 42' 45" E	13.45	18.614	
79	S 16° 42' 45" E	13.45	18.614	
80	S 16° 42' 45" E	13.45	18.614	
81	S 16° 42' 45" E	13.45	18.614	
82	S 16° 42' 45" E	13.45	18.614	
83	S 16° 42' 45" E	13.45	18.614	
84	S 16° 42' 45" E	13.45	18.614	
85	S 16° 42' 45" E	13.45	18.614	
86	S 16° 42' 45" E	13.45	18.614	
87	S 16° 42' 45" E	13.45	18.614	
88	S 16° 42' 45" E	13.45	18.614	
89	S 16° 42' 45" E	13.45	18.614	
90	S 16° 42' 45" E	13.45	18.614	
91	S 16° 42' 45" E	13.45	18.614	
92	S 16° 42' 45" E	13.45	18.614	
93	S 16° 42' 45" E	13.45	18.614	
94	S 16° 42' 45" E	13.45	18.614	
95	S 16° 42' 45" E	13.45	18.614	
96	S 16° 42' 45" E	13.45	18.614	
97	S 16° 42' 45" E	13.45	18.614	
98	S 16° 42' 45" E	13.45	18.614	
99	S 16° 42' 45" E	13.45	18.614	
100	S 16° 42' 45" E	13.45	18.614	



WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



- ① EASEMENT TO DRAIN WATER 1.5 WIDE
- ② EASEMENT FOR SUPPORT 0.5 WIDE
- ③ POSITIVE COVENANT 0.5 WIDE

SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC RADIUS
30	S72°40'	24.195	24.2
31	S72°40'	4	271.4
32	S72°40'	4	271.4
33	S72°40'	18.11	18.15
34	S72°40'	30.096	30.15
35	S72°40'	6.095	6.1
36	S72°40'	10.35	10.4
37	S72°40'	5.885	5.9
38	S72°40'	13.06	13.1
39	S72°40'	13	251.4
40	S72°40'	4.525	4.525
41	S72°40'	8.41	8.41
42	S72°40'	8.41	8.41
43	S72°40'	8.41	8.41
44	S72°40'	8.41	8.41
45	S72°40'	8.41	8.41
46	S72°40'	8.41	8.41
47	S72°40'	8.41	8.41
48	S72°40'	8.41	8.41
49	S72°40'	8.41	8.41
50	S72°40'	8.41	8.41

Surveyor: LARRY DEAN WARD
 Date of Survey: 03/03/2017
 Surveyor's Ref: 77639 011/06
 2017/11/01(82) ADDITIONAL SHEETS
 2017/11/01(83) PARTIAL SURVEY

PLAN OF SUBDIVISION OF LOT 1128 DP 1203278
 LOTS 881, 884 & 886 DP 1203286 & EASEMENTS WITHIN
 LOT 512 DP 1210128

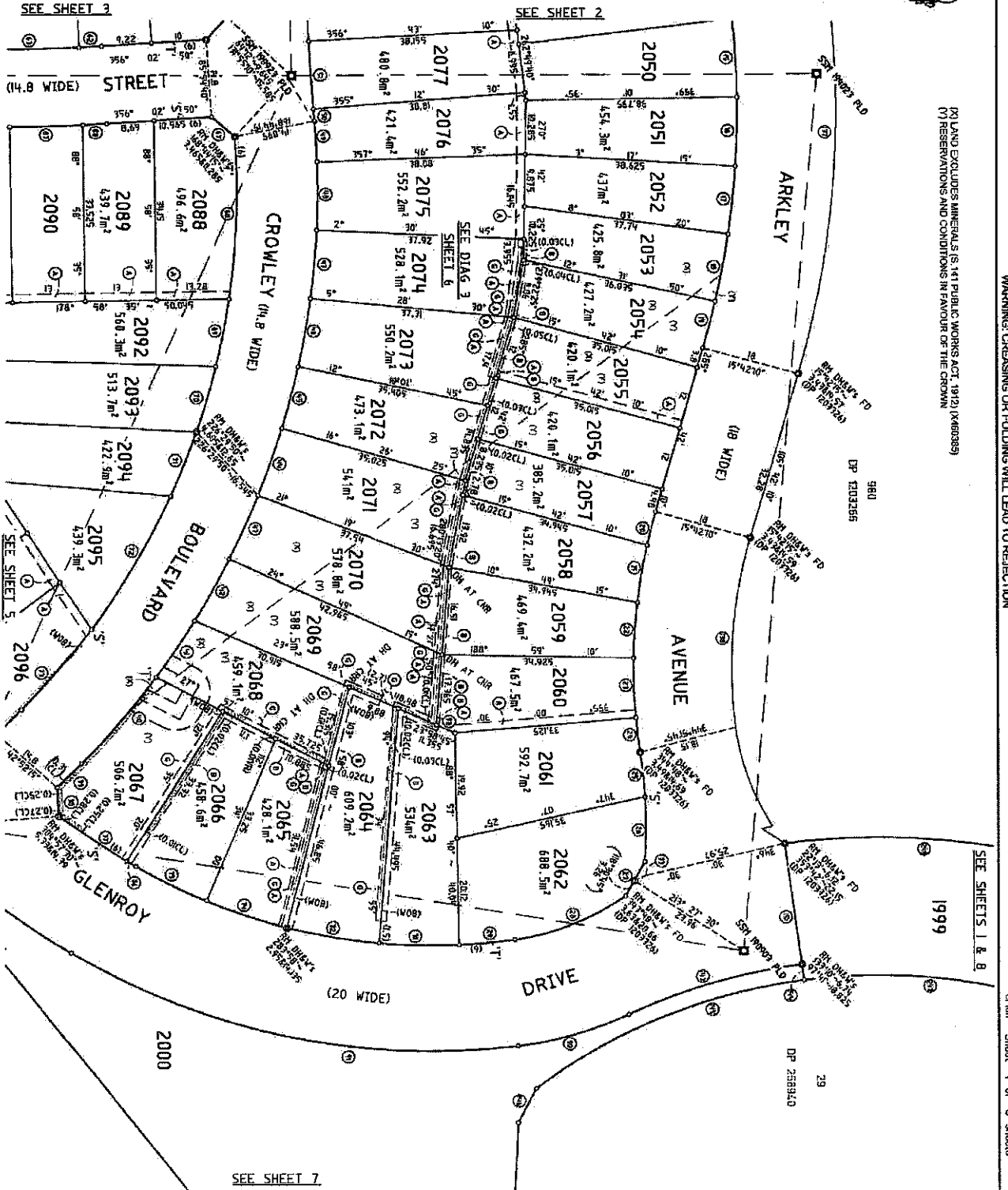
LG&C: CAMPBELLTOWN
 Locality: CLAYMORE, ENGLE VALE
 Subdivision No: 89 OF 2017
 Length: 11.00m, Reduction Ratio: 1:500

Registered
 11.01.2018

DP1203428

- ① EASEMENT TO DRAIN WATER 1.5 WIDE
- ② EASEMENT FOR SUPPORT 0.5 WIDE
- ③ POSITIVE COVENANT 0.5 WIDE

No.	BEARING	DISTANCE	ARC	CURVED LINES	FOOTING
16	S 82°55'45"	11.985	15		16.00
17	S 81°20'20"	13.625	13.625		16.00
18	S 77°48'30"	13.075	13.075		16.00
19	S 64°07'35"	12.490	12.490		16.00
20	S 50°17'00"	9.995	9.995		16.00
21	S 35°42'55"	6.520	6.520		16.00
22	S 21°39'55"	10.945	10.945		16.00
23	S 9°45'00"	11.394	11.394		16.00
24	S 3°17'40"	6.590	6.590		16.00
25	S 0°04'55"	8.645	8.645		16.00
26	S 0°04'55"	12.265	12.275		16.05
27	S 1°17'35"	24.070	22.200		16
28	S 1°17'35"	24.070	22.200		16
29	S 1°17'35"	24.070	22.200		16
30	S 1°17'35"	24.070	22.200		16
31	S 1°17'35"	24.070	22.200		16
32	S 1°17'35"	24.070	22.200		16
33	S 1°17'35"	24.070	22.200		16
34	S 1°17'35"	24.070	22.200		16
35	S 1°17'35"	24.070	22.200		16
36	S 1°17'35"	24.070	22.200		16
37	S 1°17'35"	24.070	22.200		16
38	S 1°17'35"	24.070	22.200		16
39	S 1°17'35"	24.070	22.200		16
40	S 1°17'35"	24.070	22.200		16
41	S 1°17'35"	24.070	22.200		16
42	S 1°17'35"	24.070	22.200		16
43	S 1°17'35"	24.070	22.200		16
44	S 1°17'35"	24.070	22.200		16
45	S 1°17'35"	24.070	22.200		16
46	S 1°17'35"	24.070	22.200		16
47	S 1°17'35"	24.070	22.200		16
48	S 1°17'35"	24.070	22.200		16
49	S 1°17'35"	24.070	22.200		16
50	S 1°17'35"	24.070	22.200		16
51	S 1°17'35"	24.070	22.200		16
52	S 1°17'35"	24.070	22.200		16
53	S 1°17'35"	24.070	22.200		16
54	S 1°17'35"	24.070	22.200		16
55	S 1°17'35"	24.070	22.200		16
56	S 1°17'35"	24.070	22.200		16
57	S 1°17'35"	24.070	22.200		16
58	S 1°17'35"	24.070	22.200		16
59	S 1°17'35"	24.070	22.200		16
60	S 1°17'35"	24.070	22.200		16
61	S 1°17'35"	24.070	22.200		16
62	S 1°17'35"	24.070	22.200		16
63	S 1°17'35"	24.070	22.200		16
64	S 1°17'35"	24.070	22.200		16
65	S 1°17'35"	24.070	22.200		16
66	S 1°17'35"	24.070	22.200		16
67	S 1°17'35"	24.070	22.200		16
68	S 1°17'35"	24.070	22.200		16
69	S 1°17'35"	24.070	22.200		16
70	S 1°17'35"	24.070	22.200		16
71	S 1°17'35"	24.070	22.200		16
72	S 1°17'35"	24.070	22.200		16
73	S 1°17'35"	24.070	22.200		16
74	S 1°17'35"	24.070	22.200		16
75	S 1°17'35"	24.070	22.200		16
76	S 1°17'35"	24.070	22.200		16
77	S 1°17'35"	24.070	22.200		16
78	S 1°17'35"	24.070	22.200		16
79	S 1°17'35"	24.070	22.200		16
80	S 1°17'35"	24.070	22.200		16
81	S 1°17'35"	24.070	22.200		16
82	S 1°17'35"	24.070	22.200		16
83	S 1°17'35"	24.070	22.200		16
84	S 1°17'35"	24.070	22.200		16
85	S 1°17'35"	24.070	22.200		16
86	S 1°17'35"	24.070	22.200		16
87	S 1°17'35"	24.070	22.200		16
88	S 1°17'35"	24.070	22.200		16
89	S 1°17'35"	24.070	22.200		16
90	S 1°17'35"	24.070	22.200		16
91	S 1°17'35"	24.070	22.200		16
92	S 1°17'35"	24.070	22.200		16
93	S 1°17'35"	24.070	22.200		16
94	S 1°17'35"	24.070	22.200		16
95	S 1°17'35"	24.070	22.200		16
96	S 1°17'35"	24.070	22.200		16
97	S 1°17'35"	24.070	22.200		16
98	S 1°17'35"	24.070	22.200		16
99	S 1°17'35"	24.070	22.200		16
100	S 1°17'35"	24.070	22.200		16



WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Plan Sheet 4 of 8 sheets

Surveyor: LARRY DEAN WARD
 Date of Survey: 03/03/2017
 Surveyor's Ref: 77638/011/04E
 2017/11/10 (NSW)
 2017/11/10 (NSW) PARTIAL SURVEY

PLAN OF SUBDIVISION OF LOT 1128 DP 1203228
 LOTS 2084, 2084 & 2088 DP 1203228 & EASEMENTS WITHIN
 LOT 512 DP 1210128

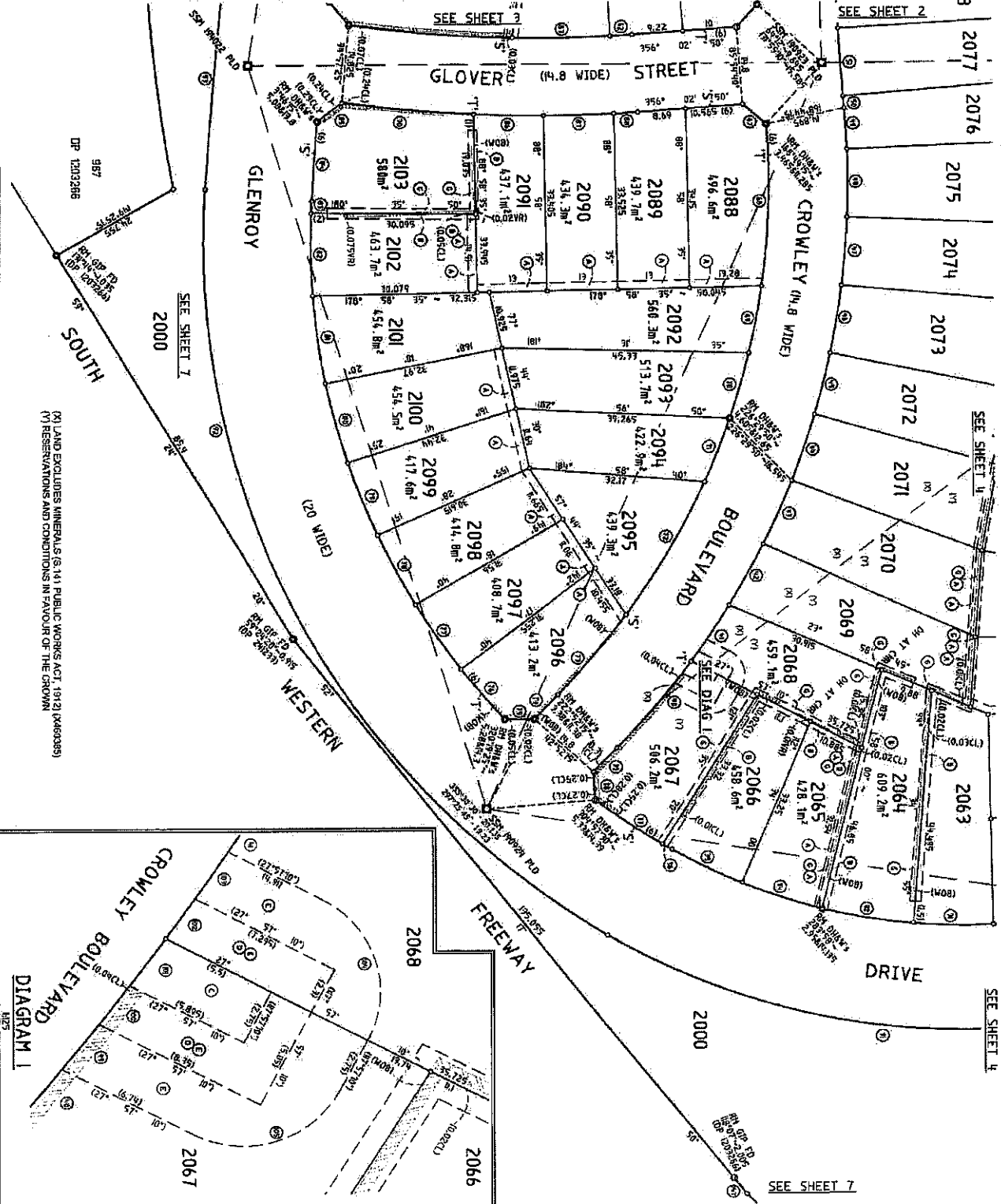
LGA: CAMPBELLTOWN
 Locality: CLAYMORE EAGLE VALE
 Subdivision No: 89 OF 2017
 Lengths are in metres. Reduction Ratio: 1:500

Registered
 11.01.2018

DP1203428

- ① EASEMENT TO DRAIN WATER 1.5 MIDE
- ② EASEMENT FOR SUPPORT 0.5 MIDE
- ③ EASEMENT FOR PADMOUNT SUBSTATION
- ④ 2.75 MIDE
- ⑤ RESTRICTION ON THE USE OF LAND NO.4
- ⑥ RESTRICTION ON THE USE OF LAND NO.5
- ⑦ POSITIVE COVENANT 0.5 MIDE

No.	BEARING	DISTANCE	AREA	HANDS
1	100°00'25"	8.46	8.46	105
2	100°00'25"	17.83	17.83	105
3	100°00'25"	15.59	15.59	105
4	100°00'25"	15.78	15.78	105
5	100°00'25"	15.78	15.78	105
6	100°00'25"	15.78	15.78	105
7	100°00'25"	15.78	15.78	105
8	100°00'25"	15.78	15.78	105
9	100°00'25"	15.78	15.78	105
10	100°00'25"	15.78	15.78	105
11	100°00'25"	15.78	15.78	105
12	100°00'25"	15.78	15.78	105
13	100°00'25"	15.78	15.78	105
14	100°00'25"	15.78	15.78	105
15	100°00'25"	15.78	15.78	105
16	100°00'25"	15.78	15.78	105
17	100°00'25"	15.78	15.78	105
18	100°00'25"	15.78	15.78	105
19	100°00'25"	15.78	15.78	105
20	100°00'25"	15.78	15.78	105
21	100°00'25"	15.78	15.78	105
22	100°00'25"	15.78	15.78	105
23	100°00'25"	15.78	15.78	105
24	100°00'25"	15.78	15.78	105
25	100°00'25"	15.78	15.78	105
26	100°00'25"	15.78	15.78	105
27	100°00'25"	15.78	15.78	105
28	100°00'25"	15.78	15.78	105
29	100°00'25"	15.78	15.78	105
30	100°00'25"	15.78	15.78	105
31	100°00'25"	15.78	15.78	105
32	100°00'25"	15.78	15.78	105
33	100°00'25"	15.78	15.78	105
34	100°00'25"	15.78	15.78	105
35	100°00'25"	15.78	15.78	105
36	100°00'25"	15.78	15.78	105
37	100°00'25"	15.78	15.78	105
38	100°00'25"	15.78	15.78	105
39	100°00'25"	15.78	15.78	105
40	100°00'25"	15.78	15.78	105
41	100°00'25"	15.78	15.78	105
42	100°00'25"	15.78	15.78	105
43	100°00'25"	15.78	15.78	105
44	100°00'25"	15.78	15.78	105
45	100°00'25"	15.78	15.78	105
46	100°00'25"	15.78	15.78	105
47	100°00'25"	15.78	15.78	105
48	100°00'25"	15.78	15.78	105
49	100°00'25"	15.78	15.78	105
50	100°00'25"	15.78	15.78	105
51	100°00'25"	15.78	15.78	105
52	100°00'25"	15.78	15.78	105
53	100°00'25"	15.78	15.78	105
54	100°00'25"	15.78	15.78	105
55	100°00'25"	15.78	15.78	105
56	100°00'25"	15.78	15.78	105
57	100°00'25"	15.78	15.78	105
58	100°00'25"	15.78	15.78	105
59	100°00'25"	15.78	15.78	105
60	100°00'25"	15.78	15.78	105
61	100°00'25"	15.78	15.78	105
62	100°00'25"	15.78	15.78	105
63	100°00'25"	15.78	15.78	105
64	100°00'25"	15.78	15.78	105
65	100°00'25"	15.78	15.78	105
66	100°00'25"	15.78	15.78	105
67	100°00'25"	15.78	15.78	105
68	100°00'25"	15.78	15.78	105
69	100°00'25"	15.78	15.78	105
70	100°00'25"	15.78	15.78	105
71	100°00'25"	15.78	15.78	105
72	100°00'25"	15.78	15.78	105
73	100°00'25"	15.78	15.78	105
74	100°00'25"	15.78	15.78	105
75	100°00'25"	15.78	15.78	105
76	100°00'25"	15.78	15.78	105
77	100°00'25"	15.78	15.78	105
78	100°00'25"	15.78	15.78	105
79	100°00'25"	15.78	15.78	105
80	100°00'25"	15.78	15.78	105
81	100°00'25"	15.78	15.78	105
82	100°00'25"	15.78	15.78	105
83	100°00'25"	15.78	15.78	105
84	100°00'25"	15.78	15.78	105
85	100°00'25"	15.78	15.78	105
86	100°00'25"	15.78	15.78	105
87	100°00'25"	15.78	15.78	105
88	100°00'25"	15.78	15.78	105
89	100°00'25"	15.78	15.78	105
90	100°00'25"	15.78	15.78	105
91	100°00'25"	15.78	15.78	105
92	100°00'25"	15.78	15.78	105
93	100°00'25"	15.78	15.78	105
94	100°00'25"	15.78	15.78	105
95	100°00'25"	15.78	15.78	105
96	100°00'25"	15.78	15.78	105
97	100°00'25"	15.78	15.78	105
98	100°00'25"	15.78	15.78	105
99	100°00'25"	15.78	15.78	105
100	100°00'25"	15.78	15.78	105



Surveyor: LARRY DEAN WARD
 Date of Survey: 03/03/2017
 Surveyor's Ref: 77628 01 L104E
 2017M7100 (2017) ADDITIONAL SHEETS
 2017M7100 (2017) PATRIAL SURVEY

PLAN OF SUBDIVISION OF LOT 1129 DP 1203326
 LOTS 991, 994 & 996 DP 1203266 & EASEMENTS WITHIN
 LOT 512 DP 1210126

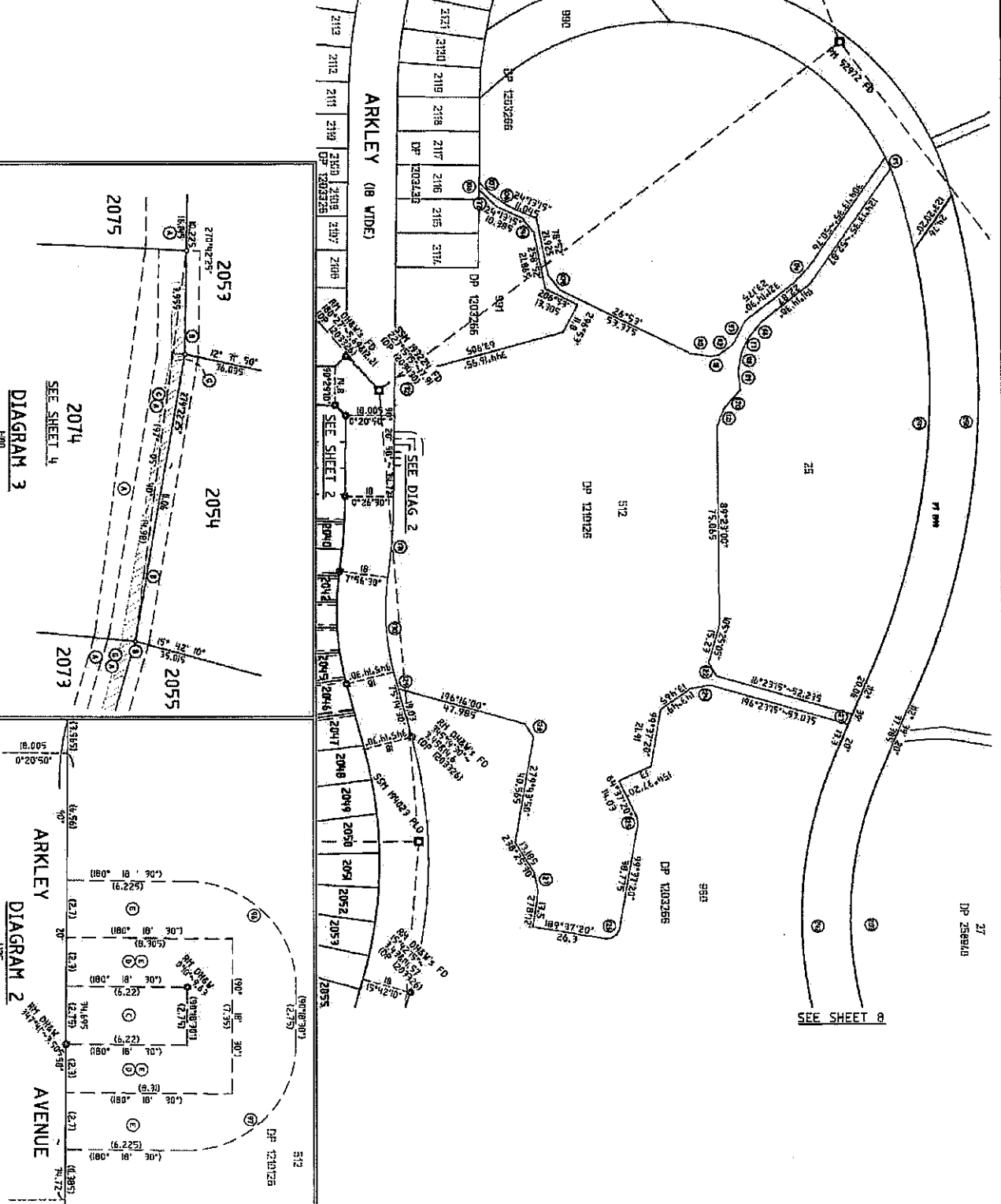
LGA: CAMPBELLTOWN
 Locality: CLAYMORE, EAGLE VALE
 Subdivision No: 69 OF 2017
 Sample on 1: metric, Reduction Ratio: 1:500

Registered
 11.01.2018

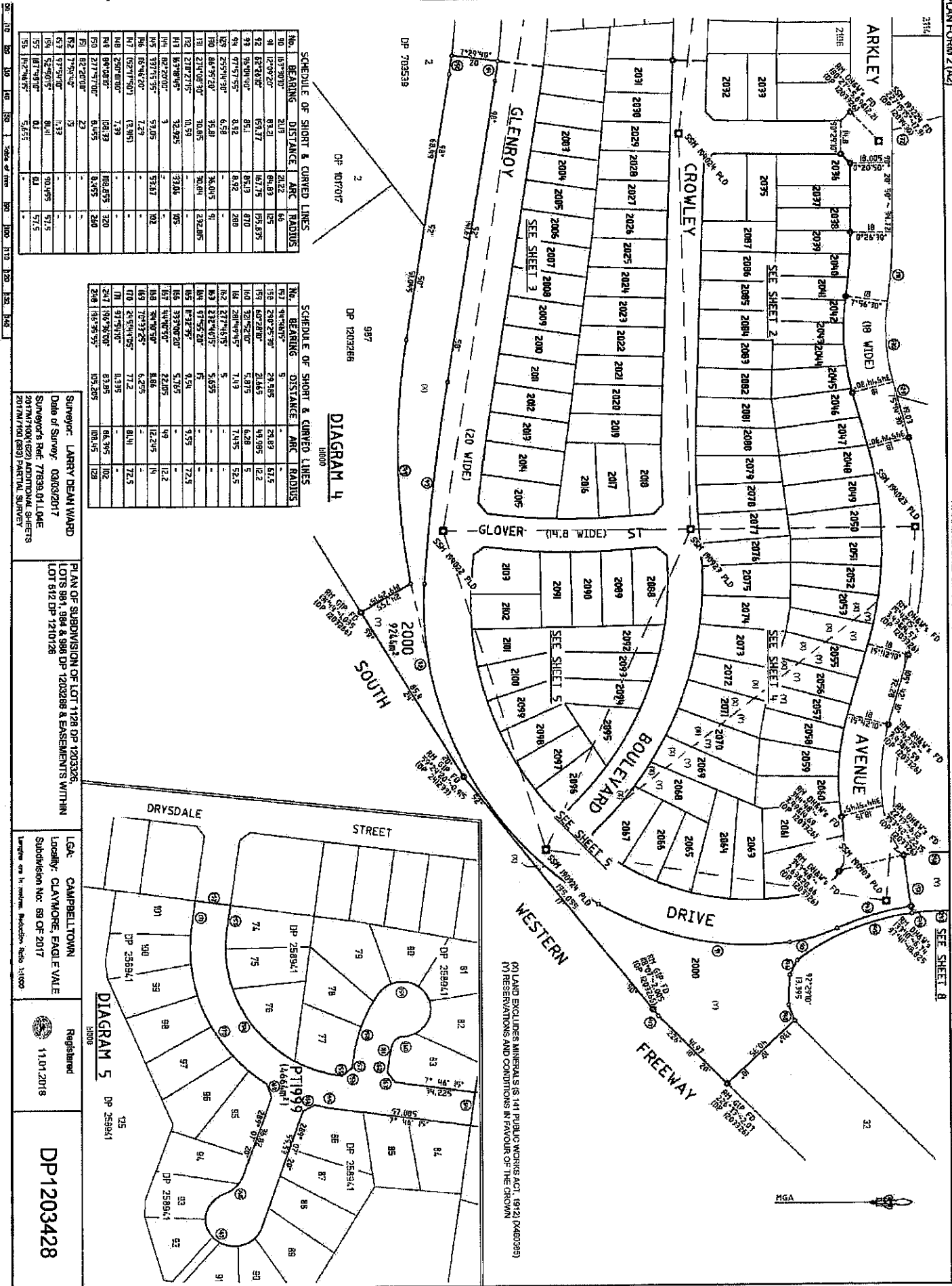
DP1203428

- ① EASEMENT TO DRAIN WATER 1.5 MIDE
- ② EASEMENT FOR SUPPORT 0.5 MIDE
- ③ EASEMENT FOR PAVEMENT SUBSTITUTION
- ④ 2.75 MIDE
- ⑤ RESTRICTION ON THE USE OF LAND (NO.4)
- ⑥ RESTRICTION ON THE USE OF LAND (NO.6)
- ⑦ POSITIVE COVENANT 0.5 MIDE

No.	BEARING	DISTANCE	ARC	RADIUS
56	U58°18'30"	17.07	12.850	150
57	U58°18'30"	17.07	12.850	150
58	S87°21'55"	2.083	-	-
59	S87°21'55"	2.083	-	-
60	S87°21'55"	2.083	-	-
61	S87°21'55"	2.083	-	-
62	S87°21'55"	2.083	-	-
63	S87°21'55"	2.083	-	-
64	S87°21'55"	2.083	-	-
65	S87°21'55"	2.083	-	-
66	S87°21'55"	2.083	-	-
67	S87°21'55"	2.083	-	-
68	S87°21'55"	2.083	-	-
69	S87°21'55"	2.083	-	-
70	S87°21'55"	2.083	-	-
71	S87°21'55"	2.083	-	-
72	S87°21'55"	2.083	-	-
73	S87°21'55"	2.083	-	-
74	S87°21'55"	2.083	-	-
75	S87°21'55"	2.083	-	-
76	S87°21'55"	2.083	-	-
77	S87°21'55"	2.083	-	-
78	S87°21'55"	2.083	-	-
79	S87°21'55"	2.083	-	-
80	S87°21'55"	2.083	-	-
81	S87°21'55"	2.083	-	-
82	S87°21'55"	2.083	-	-
83	S87°21'55"	2.083	-	-
84	S87°21'55"	2.083	-	-
85	S87°21'55"	2.083	-	-
86	S87°21'55"	2.083	-	-
87	S87°21'55"	2.083	-	-
88	S87°21'55"	2.083	-	-
89	S87°21'55"	2.083	-	-
90	S87°21'55"	2.083	-	-
91	S87°21'55"	2.083	-	-
92	S87°21'55"	2.083	-	-
93	S87°21'55"	2.083	-	-
94	S87°21'55"	2.083	-	-
95	S87°21'55"	2.083	-	-
96	S87°21'55"	2.083	-	-
97	S87°21'55"	2.083	-	-
98	S87°21'55"	2.083	-	-
99	S87°21'55"	2.083	-	-
100	S87°21'55"	2.083	-	-



Surveyor: LARRY DEAN WARD Date of Survey: 03/03/2017 Surveyor's Ref: 77693.01.1.04E SURVEY (10/02) ADDITIONAL SHEETS 2073 AND 2075 PARTIAL SURVEY	PLAN OF SUBDIVISION OF LOT 1128 DP 1203226 LOTS 2053, 2054 & 2055 DP 1203226 & EASEMENTS WITHIN LOT 512 DP 1210126	LGA: CAMPBELLTOWN Local: CLAYMORE, EAGLE VALE Subdivision No: 89 OF 2017 Temporarily one of reference Subdivision 89 of 2017	Registered 11.01.2018	DP1203428
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SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC RADIUS
1	120°00'00"	20.0	20.00
2	120°00'00"	20.0	20.00
3	120°00'00"	20.0	20.00
4	120°00'00"	20.0	20.00
5	120°00'00"	20.0	20.00
6	120°00'00"	20.0	20.00
7	120°00'00"	20.0	20.00
8	120°00'00"	20.0	20.00
9	120°00'00"	20.0	20.00
10	120°00'00"	20.0	20.00
11	120°00'00"	20.0	20.00
12	120°00'00"	20.0	20.00
13	120°00'00"	20.0	20.00
14	120°00'00"	20.0	20.00
15	120°00'00"	20.0	20.00
16	120°00'00"	20.0	20.00
17	120°00'00"	20.0	20.00
18	120°00'00"	20.0	20.00
19	120°00'00"	20.0	20.00
20	120°00'00"	20.0	20.00
21	120°00'00"	20.0	20.00
22	120°00'00"	20.0	20.00
23	120°00'00"	20.0	20.00
24	120°00'00"	20.0	20.00
25	120°00'00"	20.0	20.00
26	120°00'00"	20.0	20.00
27	120°00'00"	20.0	20.00
28	120°00'00"	20.0	20.00
29	120°00'00"	20.0	20.00
30	120°00'00"	20.0	20.00
31	120°00'00"	20.0	20.00
32	120°00'00"	20.0	20.00
33	120°00'00"	20.0	20.00
34	120°00'00"	20.0	20.00
35	120°00'00"	20.0	20.00
36	120°00'00"	20.0	20.00
37	120°00'00"	20.0	20.00
38	120°00'00"	20.0	20.00
39	120°00'00"	20.0	20.00
40	120°00'00"	20.0	20.00
41	120°00'00"	20.0	20.00
42	120°00'00"	20.0	20.00
43	120°00'00"	20.0	20.00
44	120°00'00"	20.0	20.00
45	120°00'00"	20.0	20.00
46	120°00'00"	20.0	20.00
47	120°00'00"	20.0	20.00
48	120°00'00"	20.0	20.00
49	120°00'00"	20.0	20.00
50	120°00'00"	20.0	20.00
51	120°00'00"	20.0	20.00
52	120°00'00"	20.0	20.00
53	120°00'00"	20.0	20.00
54	120°00'00"	20.0	20.00
55	120°00'00"	20.0	20.00
56	120°00'00"	20.0	20.00
57	120°00'00"	20.0	20.00
58	120°00'00"	20.0	20.00
59	120°00'00"	20.0	20.00
60	120°00'00"	20.0	20.00
61	120°00'00"	20.0	20.00
62	120°00'00"	20.0	20.00
63	120°00'00"	20.0	20.00
64	120°00'00"	20.0	20.00
65	120°00'00"	20.0	20.00
66	120°00'00"	20.0	20.00
67	120°00'00"	20.0	20.00
68	120°00'00"	20.0	20.00
69	120°00'00"	20.0	20.00
70	120°00'00"	20.0	20.00
71	120°00'00"	20.0	20.00
72	120°00'00"	20.0	20.00
73	120°00'00"	20.0	20.00
74	120°00'00"	20.0	20.00
75	120°00'00"	20.0	20.00
76	120°00'00"	20.0	20.00
77	120°00'00"	20.0	20.00
78	120°00'00"	20.0	20.00
79	120°00'00"	20.0	20.00
80	120°00'00"	20.0	20.00
81	120°00'00"	20.0	20.00
82	120°00'00"	20.0	20.00
83	120°00'00"	20.0	20.00
84	120°00'00"	20.0	20.00
85	120°00'00"	20.0	20.00
86	120°00'00"	20.0	20.00
87	120°00'00"	20.0	20.00
88	120°00'00"	20.0	20.00
89	120°00'00"	20.0	20.00
90	120°00'00"	20.0	20.00
91	120°00'00"	20.0	20.00
92	120°00'00"	20.0	20.00
93	120°00'00"	20.0	20.00
94	120°00'00"	20.0	20.00
95	120°00'00"	20.0	20.00
96	120°00'00"	20.0	20.00
97	120°00'00"	20.0	20.00
98	120°00'00"	20.0	20.00
99	120°00'00"	20.0	20.00
100	120°00'00"	20.0	20.00

SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC RADIUS
1	120°00'00"	20.0	20.00
2	120°00'00"	20.0	20.00
3	120°00'00"	20.0	20.00
4	120°00'00"	20.0	20.00
5	120°00'00"	20.0	20.00
6	120°00'00"	20.0	20.00
7	120°00'00"	20.0	20.00
8	120°00'00"	20.0	20.00
9	120°00'00"	20.0	20.00
10	120°00'00"	20.0	20.00
11	120°00'00"	20.0	20.00
12	120°00'00"	20.0	20.00
13	120°00'00"	20.0	20.00
14	120°00'00"	20.0	20.00
15	120°00'00"	20.0	20.00
16	120°00'00"	20.0	20.00
17	120°00'00"	20.0	20.00
18	120°00'00"	20.0	20.00
19	120°00'00"	20.0	20.00
20	120°00'00"	20.0	20.00
21	120°00'00"	20.0	20.00
22	120°00'00"	20.0	20.00
23	120°00'00"	20.0	20.00
24	120°00'00"	20.0	20.00
25	120°00'00"	20.0	20.00
26	120°00'00"	20.0	20.00
27	120°00'00"	20.0	20.00
28	120°00'00"	20.0	20.00
29	120°00'00"	20.0	20.00
30	120°00'00"	20.0	20.00
31	120°00'00"	20.0	20.00
32	120°00'00"	20.0	20.00
33	120°00'00"	20.0	20.00
34	120°00'00"	20.0	20.00
35	120°00'00"	20.0	20.00
36	120°00'00"	20.0	20.00
37	120°00'00"	20.0	20.00
38	120°00'00"	20.0	20.00
39	120°00'00"	20.0	20.00
40	120°00'00"	20.0	20.00
41	120°00'00"	20.0	20.00
42	120°00'00"	20.0	20.00
43	120°00'00"	20.0	20.00
44	120°00'00"	20.0	20.00
45	120°00'00"	20.0	20.00
46	120°00'00"	20.0	20.00
47	120°00'00"	20.0	20.00
48	120°00'00"	20.0	20.00
49	120°00'00"	20.0	20.00
50	120°00'00"	20.0	20.00
51	120°00'00"	20.0	20.00
52	120°00'00"	20.0	20.00
53	120°00'00"	20.0	20.00
54	120°00'00"	20.0	20.00
55	120°00'00"	20.0	20.00
56	120°00'00"	20.0	20.00
57	120°00'00"	20.0	20.00
58	120°00'00"	20.0	20.00
59	120°00'00"	20.0	20.00
60	120°00'00"	20.0	20.00
61	120°00'00"	20.0	20.00
62	120°00'00"	20.0	20.00
63	120°00'00"	20.0	20.00
64	120°00'00"	20.0	20.00
65	120°00'00"	20.0	20.00
66	120°00'00"	20.0	20.00
67	120°00'00"	20.0	20.00
68	120°00'00"	20.0	20.00
69	120°00'00"	20.0	20.00
70	120°00'00"	20.0	20.00
71	120°00'00"	20.0	20.00
72	120°00'00"	20.0	20.00
73	120°00'00"	20.0	20.00
74	120°00'00"	20.0	20.00
75	120°00'00"	20.0	20.00
76	120°00'00"	20.0	20.00
77	120°00'00"	20.0	20.00
78	120°00'00"	20.0	20.00
79	120°00'00"	20.0	20.00
80	120°00'00"	20.0	20.00
81	120°00'00"	20.0	20.00
82	120°00'00"	20.0	20.00
83	120°00'00"	20.0	20.00
84	120°00'00"	20.0	20.00
85	120°00'00"	20.0	20.00
86	120°00'00"	20.0	20.00
87	120°00'00"	20.0	20.00
88	120°00'00"	20.0	20.00
89	120°00'00"	20.0	20.00
90	120°00'00"	20.0	20.00
91	120°00'00"	20.0	20.00
92	120°00'00"	20.0	20.00
93	120°00'00"	20.0	20.00
94	120°00'00"	20.0	20.00
95	120°00'00"	20.0	20.00
96	120°00'00"	20.0	20.00
97	120°00'00"	20.0	20.00
98	120°00'00"	20.0	20.00
99	120°00'00"	20.0	20.00
100	120°00'00"	20.0	20.00

DIAGRAM 4

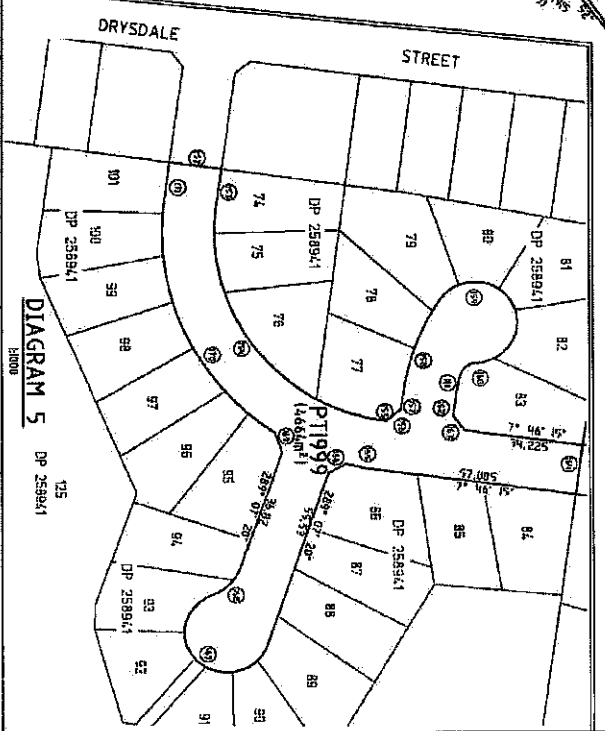


DIAGRAM 5

Surveyor: LARRY DEAN WARD
 Date of Survey: 03/03/2017
 Surveyor's Ref: 77833.01 LOAE
 2017M/100/622/ ADDITIONAL SHEETS
 2017M/100/623/ PARTIAL SURVEY

PLAN OF SUBDIVISION OF LOT 1128 DP 1203266,
 LOTS 981, 984 & 988 DP 1203288 & EASEMENTS WITHIN
 LOT 612 DP 1210128

LGA: CAMPBELLTOWN
 Locality: CLAYMORE, EAGLE VALE
 Subdivision No. 89 OF 2017
 Laying on by Lodging Production No: 14009

Registered
 11.01.2018
 DP1203428

(M) LAND ENCLOSED MINERAL RIGHTS (14 PUBLIC INTEREST ACT, 1942 (P460369))
 (T) RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN

SCHEDULE OF SHORT & CURVED LINES

NO.	BEARING	DISTANCE	ARC	RADIUS
172	285°31'55"	93.17	53.33	208
173	191°51'45"	15.11	-	-
174	191°42'25"	17.295	88.25	149
175	191°41'00"	1.3	-	-
176	191°41'00"	5.955	-	-
177	191°41'00"	9.945	-	-
178	191°41'00"	14.095	-	-
179	191°41'00"	18.445	-	-
180	191°41'00"	22.995	-	-
181	191°41'00"	27.745	-	-
182	191°41'00"	32.695	-	-
183	191°41'00"	37.845	-	-
184	191°41'00"	43.195	-	-
185	191°41'00"	48.745	-	-
186	191°41'00"	54.495	-	-
187	191°41'00"	60.445	-	-
188	191°41'00"	66.595	-	-
189	191°41'00"	72.945	-	-
190	191°41'00"	79.495	-	-
191	191°41'00"	86.245	-	-
192	191°41'00"	93.195	-	-
193	191°41'00"	100.345	-	-
194	191°41'00"	107.695	-	-
195	191°41'00"	115.245	-	-
196	191°41'00"	122.995	-	-
197	191°41'00"	130.945	-	-
198	191°41'00"	139.095	-	-
199	191°41'00"	147.445	-	-
200	191°41'00"	155.995	-	-
201	191°41'00"	164.745	-	-
202	191°41'00"	173.695	-	-
203	191°41'00"	182.845	-	-
204	191°41'00"	192.195	-	-
205	191°41'00"	201.745	-	-
206	191°41'00"	211.495	-	-
207	191°41'00"	221.345	-	-
208	191°41'00"	231.295	-	-
209	191°41'00"	241.345	-	-
210	191°41'00"	251.495	-	-
211	191°41'00"	261.745	-	-
212	191°41'00"	272.195	-	-
213	191°41'00"	282.845	-	-
214	191°41'00"	293.595	-	-

SCHEDULE OF SHORT & CURVED LINES

NO.	BEARING	DISTANCE	ARC	RADIUS
25	260°12'5	226.975	240.71	181
26	65°57'45"	7.495	7.495	181
27	271°39'00"	5.82	-	-
28	311°17'55"	6.895	-	-
29	191°41'00"	88.095	93.14	149
30	191°41'00"	88.095	93.14	149
31	191°41'00"	88.095	93.14	149
32	191°41'00"	88.095	93.14	149
33	191°41'00"	88.095	93.14	149
34	191°41'00"	88.095	93.14	149
35	191°41'00"	88.095	93.14	149
36	191°41'00"	88.095	93.14	149
37	191°41'00"	88.095	93.14	149
38	191°41'00"	88.095	93.14	149
39	191°41'00"	88.095	93.14	149
40	191°41'00"	88.095	93.14	149
41	191°41'00"	88.095	93.14	149
42	191°41'00"	88.095	93.14	149
43	191°41'00"	88.095	93.14	149
44	191°41'00"	88.095	93.14	149
45	191°41'00"	88.095	93.14	149
46	191°41'00"	88.095	93.14	149
47	191°41'00"	88.095	93.14	149
48	191°41'00"	88.095	93.14	149
49	191°41'00"	88.095	93.14	149
50	191°41'00"	88.095	93.14	149
51	191°41'00"	88.095	93.14	149
52	191°41'00"	88.095	93.14	149
53	191°41'00"	88.095	93.14	149
54	191°41'00"	88.095	93.14	149
55	191°41'00"	88.095	93.14	149
56	191°41'00"	88.095	93.14	149
57	191°41'00"	88.095	93.14	149
58	191°41'00"	88.095	93.14	149
59	191°41'00"	88.095	93.14	149
60	191°41'00"	88.095	93.14	149
61	191°41'00"	88.095	93.14	149
62	191°41'00"	88.095	93.14	149
63	191°41'00"	88.095	93.14	149
64	191°41'00"	88.095	93.14	149
65	191°41'00"	88.095	93.14	149
66	191°41'00"	88.095	93.14	149
67	191°41'00"	88.095	93.14	149
68	191°41'00"	88.095	93.14	149
69	191°41'00"	88.095	93.14	149
70	191°41'00"	88.095	93.14	149
71	191°41'00"	88.095	93.14	149
72	191°41'00"	88.095	93.14	149
73	191°41'00"	88.095	93.14	149
74	191°41'00"	88.095	93.14	149
75	191°41'00"	88.095	93.14	149
76	191°41'00"	88.095	93.14	149
77	191°41'00"	88.095	93.14	149
78	191°41'00"	88.095	93.14	149
79	191°41'00"	88.095	93.14	149
80	191°41'00"	88.095	93.14	149
81	191°41'00"	88.095	93.14	149
82	191°41'00"	88.095	93.14	149
83	191°41'00"	88.095	93.14	149
84	191°41'00"	88.095	93.14	149
85	191°41'00"	88.095	93.14	149
86	191°41'00"	88.095	93.14	149
87	191°41'00"	88.095	93.14	149
88	191°41'00"	88.095	93.14	149
89	191°41'00"	88.095	93.14	149
90	191°41'00"	88.095	93.14	149
91	191°41'00"	88.095	93.14	149
92	191°41'00"	88.095	93.14	149
93	191°41'00"	88.095	93.14	149
94	191°41'00"	88.095	93.14	149
95	191°41'00"	88.095	93.14	149
96	191°41'00"	88.095	93.14	149
97	191°41'00"	88.095	93.14	149
98	191°41'00"	88.095	93.14	149
99	191°41'00"	88.095	93.14	149
100	191°41'00"	88.095	93.14	149
101	191°41'00"	88.095	93.14	149
102	191°41'00"	88.095	93.14	149
103	191°41'00"	88.095	93.14	149
104	191°41'00"	88.095	93.14	149
105	191°41'00"	88.095	93.14	149
106	191°41'00"	88.095	93.14	149
107	191°41'00"	88.095	93.14	149
108	191°41'00"	88.095	93.14	149
109	191°41'00"	88.095	93.14	149
110	191°41'00"	88.095	93.14	149
111	191°41'00"	88.095	93.14	149
112	191°41'00"	88.095	93.14	149
113	191°41'00"	88.095	93.14	149
114	191°41'00"	88.095	93.14	149
115	191°41'00"	88.095	93.14	149
116	191°41'00"	88.095	93.14	149
117	191°41'00"	88.095	93.14	149
118	191°41'00"	88.095	93.14	149
119	191°41'00"	88.095	93.14	149
120	191°41'00"	88.095	93.14	149
121	191°41'00"	88.095	93.14	149
122	191°41'00"	88.095	93.14	149
123	191°41'00"	88.095	93.14	149
124	191°41'00"	88.095	93.14	149
125	191°41'00"	88.095	93.14	149
126	191°41'00"	88.095	93.14	149
127	191°41'00"	88.095	93.14	149
128	191°41'00"	88.095	93.14	149
129	191°41'00"	88.095	93.14	149
130	191°41'00"	88.095	93.14	149
131	191°41'00"	88.095	93.14	149
132	191°41'00"	88.095	93.14	149
133	191°41'00"	88.095	93.14	149
134	191°41'00"	88.095	93.14	149
135	191°41'00"	88.095	93.14	149
136	191°41'00"	88.095	93.14	149
137	191°41'00"	88.095	93.14	149
138	191°41'00"	88.095	93.14	149
139	191°41'00"	88.095	93.14	149
140	191°41'00"	88.095	93.14	149
141	191°41'00"	88.095	93.14	149
142	191°41'00"	88.095	93.14	149
143	191°41'00"	88.095	93.14	149
144	191°41'00"	88.095	93.14	149
145	191°41'00"	88.095	93.14	149
146	191°41'00"	88.095	93.14	149
147	191°41'00"	88.095	93.14	149
148	191°41'00"	88.095	93.14	149
149	191°41'00"	88.095	93.14	149
150	191°41'00"	88.095	93.14	149
151	191°41'00"	88.095	93.14	149
152	191°41'00"	88.095	93.14	149
153	191°41'00"	88.095	93.14	149
154	191°41'00"	88.095	93.14	149
155	191°41'00"	88.095	93.14	149
156	191°41'00"	88.095	93.14	149
157	191°41'00"	88.095	93.14	149
158	191°41'00"	88.095	93.14	149
159	191°41'00"	88.095	93.14	149
160	191°41'00"	88.095	93.14	149
161	191°41'00"	88.095	93.14	149
162	191°41'00"	88.095	93.14	149
163	191°41'00"	88.095	93.14	149
164	191°41'00"	88.095	93.14	149
165	191°41'00"	88.095	93.14	149
166	191°41'00"	88.095	93.14	149
167	191°41'00"	88.095	93.14	149
168	191°41'00"	88.095	93.14	149
169	191°41'00"	88.095	93.14	149
170	191°41'00"	88.095	93.14	149
171	191°41'00"	88.095	93.14	149
172	191°41'00"	88.095	93.14	149
173	191°41'00"	88.095	93.14	149
174	191°41'00"	88.095	93.14	149
175	191°41'00"	88.095	93.14	149
176	191°41'00"	88.095	93.14	149
177	191°41'00"	88.095	93.14	149
178	191°41'00"	88.095	93.14	149
179	191°41'00"	88.095	93.14	149
180	191°41'00"	88.095	93.14	149
181	191°41'00"	88.095	93.14	149
182	191°41'00"	88.095	93.14	149
183	191°41'00"	88.095	93.14	149
184	191°41'00"	88.095	93.14	149
185	191°41'00"	88.095	93.14	149
186	191°41'00"	88.095	93.14	149
187	191°41'00"	88.095	93.14	149
188	191°41'00"	88.095	93.14	149
189	191°41'00"	88.095	93.14	149
190	191°41'00"	88.095	93.14	149
191	191°41'00"	88.095	93.14	149
192	191°41'00"	88.095	93.14	149
193	191°41'00"	88.095	93.14	149
194	191°41'00"	88.095	93.14	149
195	191°41'00"	88.095	93.14	149
196	191°41'00"	88.095	93.14	149
197	191°41'00"	88.095	93.14	149
198	191°41'00"	88.095	93.14	149
199	191°41'00"	88.095	93.14	149
200	191°41'00"	88.095	93.14	149
201	191°41'00"			


PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 7 sheet(s)

Registered:  11.01.2018
 Title System: TORRENS
 Purpose: SUBDIVISION

Office Use Only

Office Use Only

DP1203428

PLAN OF SUBDIVISION OF LOT 1128 DP 1203326, LOTS 981, 984 & 986 DP 1203266 & EASEMENTS WITHIN LOT 512, DP 1210126

LGA: CAMPBELLTOWN
 Locality: CLAYMORE
 Parish: ST. PETER
 County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature:
 Date:
 File Number:
 Office:

Survey Certificate

I, LARRY DEAN WARD
 of SMEC AUSTRALIA PTY LTD
 PO BOX 232, CAMPBELLTOWN NSW 2560

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

~~*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on~~

*(b) The part of the land shown in the plan (excluding Lot 1999) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, 3rd March 2017 the part not surveyed was compiled in accordance with that Regulation.

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.~~

Signature:  Dated: 3/03/2017

Surveyor ID: 2204

Datum Line: "X" - "Y"

Type: *Urban/*Rural

The terrain is *Level-Undulating / *Steep-Mountainous.

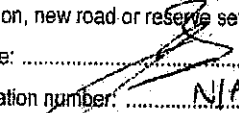
*Strike through if inapplicable.

*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Subdivision Certificate

Jim Baldwin

I, **Jim Baldwin**
 *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: 
 Accreditation number: N/A
 Consent Authority: CAMPBELLTOWN CITY COUNCIL
 Date of endorsement: 9 NOVEMBER 2017
 Subdivision Certificate number: 69 of 2017
 File number: 1191/2014/DA-SW 2A

*Strike through if inapplicable.

Statements of intention to dedicate public roads, public reserves and drainage reserves.

IT IS INTENDED TO DEDICATE, GLOVER STREET AND MINNS STREET TO THE PUBLIC AS PUBLIC ROAD

IT IS INTENDED TO DEDICATE THE EXTENSION OF CROWLEY BOULEVARD AND GLENROY DRIVE TO THE PUBLIC AS PUBLIC ROAD

Plans used in the preparation of survey/compilation.

DP 241233
 DP 258939
 DP 258940
 DP 703539
 DP 1203266
 DP1203326
 DP1210126

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 77639.01.L04E

2016M7100(1626) Additional Sheets


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 7 sheet(s)

Registered:  11.01.2018

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 1128 DP 1203326, LOTS 981, 984 & 986 DP 1203266 & EASEMENTS WITHIN LOT 512, DP 1210126

DP1203428

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

Subdivision Certificate number: 69 of 2017

Date of Endorsement: 9 November 2017

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT FOR SUPPORT 0.5 WIDE (B)
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (C)
4. RESTRICTION ON THE USE OF LAND (D)
5. RESTRICTION ON THE USE OF LAND (E)
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 0.5 WIDE (G)
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND
13. RESTRICTION ON THE USE OF LAND

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

Lot	Street Number	Street Name	Street Type	Locality
1999	N/A	GLENROY	DRIVE	CLAYMORE
2000	N/A	GLENROY	DRIVE	CLAYMORE
2001	20	GLENROY	DRIVE	CLAYMORE
2002	22	GLENROY	DRIVE	CLAYMORE
2003	24	GLENROY	DRIVE	CLAYMORE
2004	26	GLENROY	DRIVE	CLAYMORE
2005	28	GLENROY	DRIVE	CLAYMORE
2006	30	GLENROY	DRIVE	CLAYMORE
2007	32	GLENROY	DRIVE	CLAYMORE
2008	34	GLENROY	DRIVE	CLAYMORE
2009	36	GLENROY	DRIVE	CLAYMORE
2010	38	GLENROY	DRIVE	CLAYMORE
2011	40	GLENROY	DRIVE	CLAYMORE
2012	42	GLENROY	DRIVE	CLAYMORE
2013	44	GLENROY	DRIVE	CLAYMORE

Continued on Sheet 3

If space is insufficient use additional annexure sheet


Surveyor's Reference: 77639.01.L04C 2016M7100(1626) Additional Sheets

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 7 sheet(s)

Registered:  11.01.2018 Office Use Only

Office Use Only

DP1203428

PLAN OF SUBDIVISION OF LOT 1128 DP 1203326, LOTS 981, 984 & 986 DP 1203266 & EASEMENTS WITHIN LOT 512, DP 1210126

- This sheet is for the provision of the following information as required:
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Subdivision Certificate number: 69 of 2017
 Date of Endorsement: 9 November 2017

Continued from Sheet 2

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

Lot	Street Number	Street Name	Street Type	Locality
2014	46	GLENROY	DRIVE	CLAYMORE
2015	48	GLENROY	DRIVE	CLAYMORE
2016	3	GLOVER	STREET	CLAYMORE
2017	5	GLOVER	STREET	CLAYMORE
2018	7	GLOVER	STREET	CLAYMORE
2019	15	CROWLEY	BOULEVARD	CLAYMORE
2020	17	CROWLEY	BOULEVARD	CLAYMORE
2021	19	CROWLEY	BOULEVARD	CLAYMORE
2022	21	CROWLEY	BOULEVARD	CLAYMORE
2023	23	CROWLEY	BOULEVARD	CLAYMORE
2024	25	CROWLEY	BOULEVARD	CLAYMORE
2025	27	CROWLEY	BOULEVARD	CLAYMORE
2026	29	CROWLEY	BOULEVARD	CLAYMORE
2027	31	CROWLEY	BOULEVARD	CLAYMORE
2028	33	CROWLEY	BOULEVARD	CLAYMORE
2029	35	CROWLEY	BOULEVARD	CLAYMORE
2030	37	CROWLEY	BOULEVARD	CLAYMORE
2031	39	CROWLEY	BOULEVARD	CLAYMORE
2032	1	MINNS	STREET	CLAYMORE
2033	3	MINNS	STREET	CLAYMORE
2034	2	MINNS	STREET	CLAYMORE
2035	4	MINNS	STREET	CLAYMORE
2036	53	ARKLEY	AVENUE	CLAYMORE
2037	51	ARKLEY	AVENUE	CLAYMORE
2038	49	ARKLEY	AVENUE	CLAYMORE
2039	47	ARKLEY	AVENUE	CLAYMORE
2040	45	ARKLEY	AVENUE	CLAYMORE
2041	43	ARKLEY	AVENUE	CLAYMORE
2042	41	ARKLEY	AVENUE	CLAYMORE
2043	39	ARKLEY	AVENUE	CLAYMORE

Continued on Sheet 4

If space is insufficient use additional annexure sheet


Surveyor's Reference: 77639.01.L04 2016M7100(1626) Additional Sheets

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 7 sheet(s)

Registered:  11.01.2018 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 1128 DP 1203326, LOTS 981, 984 & 986 DP 1203266 & EASEMENTS WITHIN LOT 512, DP 1210126

DP1203428

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- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
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Subdivision Certificate number: 69 of 2017
 Date of Endorsement: 2 November 2017

Continued from Sheet 3

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

Lot	Street Number	Street Name	Street Type	Locality
2044	37	ARKLEY	AVENUE	CLAYMORE
2045	35	ARKLEY	AVENUE	CLAYMORE
2046	33	ARKLEY	AVENUE	CLAYMORE
2047	31	ARKLEY	AVENUE	CLAYMORE
2048	29	ARKLEY	AVENUE	CLAYMORE
2049	27	ARKLEY	AVENUE	CLAYMORE
2050	25	ARKLEY	AVENUE	CLAYMORE
2051	23	ARKLEY	AVENUE	CLAYMORE
2052	21	ARKLEY	AVENUE	CLAYMORE
2053	19	ARKLEY	AVENUE	CLAYMORE
2054	17	ARKLEY	AVENUE	CLAYMORE
2055	15	ARKLEY	AVENUE	CLAYMORE
2056	13	ARKLEY	AVENUE	CLAYMORE
2057	11	ARKLEY	AVENUE	CLAYMORE
2058	9	ARKLEY	AVENUE	CLAYMORE
2059	7	ARKLEY	DRIVE	CLAYMORE
2060	5	ARKLEY	DRIVE	CLAYMORE
2061	3	ARKLEY	DRIVE	CLAYMORE
2062	1	ARKLEY	DRIVE	CLAYMORE
2063	74	GLENROY	DRIVE	CLAYMORE
2064	72	GLENROY	DRIVE	CLAYMORE
2065	70	GLENROY	DRIVE	CLAYMORE
2066	68	GLENROY	DRIVE	CLAYMORE
2067	66	GLENROY	DRIVE	CLAYMORE
2068	4	CROWLEY	BOULEVARD	CLAYMORE
2069	6	CROWLEY	BOULEVARD	CLAYMORE
2070	8	CROWLEY	BOULEVARD	CLAYMORE
2071	10	CROWLEY	BOULEVARD	CLAYMORE
2072	12	CROWLEY	BOULEVARD	CLAYMORE
2073	14	CROWLEY	BOULEVARD	CLAYMORE

Continued on Sheet 5

If space is insufficient use additional annexure sheet


Surveyor's Reference: 77639.01.L046 2016M7100(1626) Additional Sheets

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 7 sheet(s)

Office Use Only
 Registered:  11.01.2018
 PLAN OF SUBDIVISION OF LOT 1128 DP 1203326, LOTS
 981, 984 & 986 DP 1203266 & EASEMENTS WITHIN LOT 512,
 DP 1210126

Office Use Only
DP1203428

Subdivision Certificate number: 69 of 2017
 Date of Endorsement: 2 November 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

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

Lot	Street Number	Street Name	Street Type	Locality
2074	16	CROWLEY	BOULEVARD	CLAYMORE
2075	18	CROWLEY	BOULEVARD	CLAYMORE
2076	20	CROWLEY	BOULEVARD	CLAYMORE
2077	22	CROWLEY	BOULEVARD	CLAYMORE
2078	24	CROWLEY	BOULEVARD	CLAYMORE
2079	26	CROWLEY	BOULEVARD	CLAYMORE
2080	28	CROWLEY	BOULEVARD	CLAYMORE
2081	30	CROWLEY	BOULEVARD	CLAYMORE
2082	32	CROWLEY	BOULEVARD	CLAYMORE
2083	34	CROWLEY	BOULEVARD	CLAYMORE
2084	36	CROWLEY	BOULEVARD	CLAYMORE
2085	38	CROWLEY	BOULEVARD	CLAYMORE
2086	40	CROWLEY	BOULEVARD	CLAYMORE
2087	42	CROWLEY	BOULEVARD	CLAYMORE
2088	10	GLOVER	STREET	CLAYMORE
2089	8	GLOVER	STREET	CLAYMORE
2090	6	GLOVER	STREET	CLAYMORE
2091	4	GLOVER	STREET	CLAYMORE
2092	9	CROWLEY	BOULEVARD	CLAYMORE
2093	7	CROWLEY	BOULEVARD	CLAYMORE
2094	5	CROWLEY	BOULEVARD	CLAYMORE
2095	3	CROWLEY	BOULEVARD	CLAYMORE
2096	64	GLENROY	DRIVE	CLAYMORE
2097	62	GLENROY	DRIVE	CLAYMORE
2098	60	GLENROY	DRIVE	CLAYMORE
2099	58	GLENROY	DRIVE	CLAYMORE
2100	56	GLENROY	DRIVE	CLAYMORE
2101	54	GLENROY	DRIVE	CLAYMORE
2102	52	GLENROY	DRIVE	CLAYMORE
2103	50	GLENROY	DRIVE	CLAYMORE

If space is insufficient use additional annexure sheet


Surveyor's Reference: 77639.01.L04E 2016M7100(1626) Additional Sheets

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 6 of 7 sheet(s)

Registered:  11.01.2018

Office Use Only

Office Use Only


DP1203428

PLAN OF SUBDIVISION OF LOT 1128 DP 1203326, LOTS 981, 984 & 986 DP 1203266 & EASEMENTS WITHIN LOT 512, DP 1210126

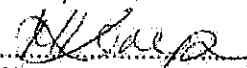
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing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

Subdivision Certificate number: 69 of 2017
Date of Endorsement: 9 November 2017


Signed By VIKki ELIZABETH FOUNT
As delegate of the New South Wales
Land and Housing Corporation who
Hereby declares that he/she has no notice
Of the revocation of the delegation.

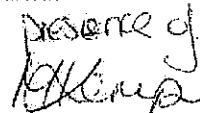

New South Wales Land and
Housing Corporation by
its delegate.

In the presence of:


Signature of witness

Morgan Kemp
60 Station St
Tarranville NSW 2150
Name & address of Witness


SIGNED by me STEPHEN SCOTT DEWICK as delegate of the Minister
administering the Environmental Planning and Assessment Act, 1979, and
I hereby certify that I have no notice of the revocation of such delegation

In the presence of


Morgan Kemp
60 Station St
Tarranville NSW 2150

If space is insufficient use additional annexure sheet


Surveyor's Reference: 77639.01.L04E 2016M7100(1626) Additional Sheets

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 7 of 7 sheet(s)

Registered:  11.01.2018

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 1128 DP 1203326, LOTS 981, 984 & 986 DP 1203266 & EASEMENTS WITHIN LOT 512, DP 1210126

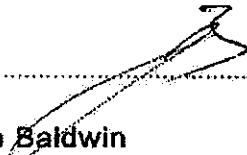
DP1203428

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 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 69 of 2017

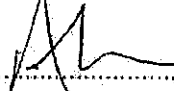
Date of Endorsement: 9 November 2017

Campbelltown City Council by its authorised delegate pursuant to s.377 Local Government Act 1993


..... (Signature of delegate)

Jim Baldwin
..... (Name of delegate)

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


..... (Signature of Witness)

Andrew MacGee
..... (Name of Witness)

91 QUEEN STREET, CAMPBELLTOWN
..... (Address of Witness)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 77639.01.L04E 2016M7100(1626) Additional Sheets

ePlan

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

(Sheet 1 of 14 sheets)

Plan: **DP1203428**

Plan of Subdivision of Lot 1128 DP1203326,
 Lots 981, 984 & 986 DP 1203266 &
 Easements within Lot 512 DP 1210126
 covered by Subdivision Certificate No. 69 of 2017
 dated the 9th day
 of November 2017

Full name and address of the owner of the land:
 MINISTER ADMINISTERING THE ENVIRONMENTAL
 PLANNING & ASSESSMENT ACT, 1979
 220 PITT STREET, SYDNEY NSW 2000 Part 1 (Creation)

NSW Land & Housing Corporation
 Locked Bag 4001
 Ashfield BC, NSW, 1800

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)	2001 2002 2003 2004 2005 2006 2007 2009 2010 2011 2012 2013 2014 2015 2025 2035 2046 2055 2060 2065 2069 2070 2071 2073	Lot 1122 DP 1203326 2001 & Lot 1122 DP1203326 2001, 2002 & Lot 1122 DP1203326 2001, 2002, 2003 & Lot 1122 DP1203326 2001 to 2004 inclusive & Lot 1122 DP1203326 2001 to 2005 inclusive & Lot 1122 DP1203326 2001 to 2006 inclusive & Lot 1122 DP1203326 2008 2008 & 2009 2008 to 2010 inclusive 2008 to 2011 inclusive 2008 to 2012 inclusive 2008 to 2013 inclusive 2008 to 2014 inclusive 2001 to 2007 inclusive & Lot 1122 DP1203326 2034 2034, 2035 & 2081 to 2087 inclusive 2073 to 2080 inclusive 2069 to 2072 inclusive 2068 2070 to 2072 inclusive 2071 & 2072 2072 2074 to 2080 inclusive

Approved by:
 Campbelltown City Council

(General Manager/Authorised Officer)

ePlan

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

(Sheet 2 of 14 sheets)

Plan: **DP1203428**

Plan of Subdivision of Lot 1128 DP1203326,
 Lots 981, 984 & 986 DP 1203266 &
 Easements within Lot 512 DP 1210126
 covered by Subdivision Certificate No. 69 of 2017
 dated the 9th day
 of November 2017

		2074 2075 2076 2077 2078 2079 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2096 2097 2098 2099 2100 2102	2075 to 2080 inclusive 2076 to 2080 inclusive 2077 to 2080 inclusive 2078 to 2080 inclusive 2079 & 2080 2080 2034, 2035 & 2082 to 2087 inclusive 2034, 2035 & 2083 to 2087 inclusive 2034, 2035 & 2084 to 2087 inclusive 2034, 2035 & 2085 to 2087 inclusive 2034, 2035, 2086 & 2087 2034, 2035 & 2087 2034 & 2035 2089, 2090, 2091, 2102 & 2103 2090, 2091, 2102 & 2103 2091, 2102 & 2103 2102 & 2103 2097 to 2101 inclusive 2098 to 2101 inclusive 2099 to 2101 inclusive 2100 & 2101 2101 2103
2	Easement for Support 0.5 Wide (B)	2002 2016 2017 2018 2040 2042 2043 2044 2045 2046 2047	2001 2013, 2014, 2015 & 2019 2019 2019 2039 2041 2042 2043 2044 2044 2045 2046

Approved by:
 Campbelltown City Council

(General Manager/Authorised Officer)

ePlan

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

(Sheet 3 of 14 sheets)

Plan: DP1203428

Plan of Subdivision of Lot 1128 DP1203326,
 Lots 981, 984 & 986 DP 1203266 &
 Easements within Lot 512 DP 1210126
 covered by Subdivision Certificate No. 69 of 2017
 dated the 9th day
 of November 2017

		2053 2054 2055 2056 2057 2058 2059 2060 2063 2064 2065 2066 2080 2081 2082 2084 2085 2086 2087 2091 2102	2074 2074 2073 2072 & 2073 2071 & 2072 2071 2070 2069 2064 & 2069 2065, 2068 & 2069 2068 2067 & 2068 2081 2082 2083 2042 & 2085 2041 & 2086 2087 2034 & 2035 2103 2103
3	Easement for Padmount Substation 2.75 wide (C)	2067 & Lot 512 DP1210126	Endeavour Energy
4	Restriction on the Use of Land (D)	Part 2067, Part 2068 & Part Lot 512 DP1210126	Endeavour Energy
5	Restriction on the Use of Land (E)	Part 2067, Part 2068 & Part Lot 512 DP1210126	Endeavour Energy
6	Restriction on the Use of Land	2001 to 2010 inclusive, 2013 to 2015 inclusive, 2018 to 2030 inclusive, 2038 to 2055	Council of the City of Campbelltown

Approved by:
 Campbelltown City Council

.....
 (General Manager/Authorised Officer)

ePlan

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

(Sheet 4 of 14 sheets)

Plan: DP1203428

Plan of Subdivision of Lot 1128 DP1203326,
 Lots 981, 984 & 986 DP 1203266 &
 Easements within Lot 512 DP 1210126
 covered by Subdivision Certificate No. 69 of 2017
 dated the 9th day
 of November 2017

		inclusive, 2061, 2062, 2065 to 2089 inclusive, 2093, 2094, 2096, 2097, 2102 & 2103	
7	Restriction on the Use of Land	Lots 2001 to 2103 inclusive	Council of the City of Campbelltown
8	Restriction on the Use of Land	Lots 2001 to 2103 inclusive	Council of the City of Campbelltown
9	Restriction on the Use of Land	2016, 2019 to 2031 inclusive, 2038, 2039 to 2061 inclusive, 2063, 2064, 2092 to 2095 inclusive	Council of the City of Campbelltown
10	Positive Covenant 0.5 Wide (G)	2001 2013 2014 2015 2018 2019 2032 2034 2035 2039 2041 2042 2043 2044 2045 2046 2064 2065 2067 2068 2069 2070 2071	2002 2016 2016 2016 Council of the City of Campbelltown 2016, 2017 & 2018 Council of the City of Campbelltown 2087 2087 2040 2042 & 2085 2043 & 2084 2044 2045 2046 2047 2063 2064 2066 2064, 2065 & 2066 2060, 2063 & 2064 2059 2057 & 2058

Approved by:
Campbelltown City Council

(General Manager/Authorised Officer)

ePlan

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

(Sheet 5 of 14 sheets)

Plan: **DP1203428**

Plan of Subdivision of Lot 1128 DP1203326,
 Lots 981, 984 & 986 DP 1203266 &
 Easements within Lot 512 DP 1210126
 covered by Subdivision Certificate No. 69 of 2017
 dated the 9th day
 of November 2017

		2072 2073 2074 2081 2082 2083 2084 2085 2086 2087 2103	2056 & 2057 2055 & 2056 2053 & 2054 2080 2081 2082 2042 2041 & 2084 2085 2086 2091 & 2102
11	Restriction on the Use of Land	Lots 2001 to 2103 inclusive	Council of the City of Campbelltown
12	Restriction on the Use of Land	2015, 2018, 2032, 2034, 2036, 2062, 2067, 2088, 2096 & 2103	Council of the City of Campbelltown
13	Restriction on the Use of Land	Lots 2001 to 2103 inclusive	Council of the City of Campbelltown

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.

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

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

1.1 The owner of the lot burdened must not:

Approved by:
 Campbelltown City Council

.....
 (General Manager/Authorised Officer)

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(Sheet 6 of 14 sheets)

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

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

1.3 If the owner of the lot burdened does not comply with the notice set out in clause 1.2 within 14 days, the owner of the lot benefited may:

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

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

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

make good any collateral damage.

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

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

Approved by:
Campbelltown City Council

.....
(General Manager/Authorised Officer)

77839.01.L04.88B (1)
09/11/2017

ePlan

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

(Sheet 7 of 14 sheets)

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

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

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

Endeavour Energy.

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

1.1 Definitions:

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

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

- (a) the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- (b) the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- (c) the owner provides the authority benefited with an engineer's certificate to this effect.

1.3 The fire ratings mentioned in clause 1.2 must be achieved without the use of firefighting systems such as automatic sprinklers.

1.4 Lessee of Endeavour Energy's Distribution System

Approved by:
Campbelltown City Council

.....
(General Manager/Authorised Officer)

ePlan

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(Sheet 8 of 14 sheets)

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- (a) Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.
- (b) The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

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

Endeavour Energy.

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

1.1 Definitions

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

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

1.3 Lessee of Endeavour Energy's Distribution System

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

Approved by:
Campbelltown City Council

.....
(General Manager/Authorised Officer)

ePlan

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

(Sheet 9 of 14 sheets)

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

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

Endeavour Energy.

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

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

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

Campbelltown City Council.

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

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the New South Wales Land & Housing Corporation without the consent of the New South Wales Land & Housing Corporation or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to the New South Wales Land & Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by New South Wales Land & Housing Corporation or its successors other than purchasers on sale.

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

NSW Land & Housing Corporation. The cost and expense of any such release, variation or modification shall be borne by the person or corporation.

Approved by:
Campbelltown City Council

.....
(General Manager/Authorised Officer)

ePlan

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

(Sheet 10 of 14 sheets)

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

The lots hereby burdened shall not be used for residential purposes, a place of worship or a hospital or an educational establishment or a child care centre UNLESS the design meets the requirements of Clause 102 of State Environmental Planning Policy (Infrastructure) 2007

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

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

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

No building shall be erected or remain on the land hereby burdened which has a floor level of any habitable room less than 300 millimetres above finished ground level when measured 1000 millimetres clear of the external building walls. The Council may also require that no construction above floor level is undertaken prior to certification by a Registered Surveyor that the constructed floor levels comply with the requirements.

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

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

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

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

- 10.1 Each owner of a lot burdened will, at their cost, maintain and repair and keep the retaining wall maintained and repaired, so that the retaining wall functions in a safe and effective manner as determined by Council.

Approved by:
Campbelltown City Council

.....
(General Manager/Authorised Officer)

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(Sheet 11 of 14 sheets)

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- 10.2 For the purpose of ensuring compliance with this covenant, Council may by its servants or agents at any reasonable time and upon giving an owner of a burdened lot not less than 2 days' notice (but at any time without notice in the case of an emergency), enter the land and view the state of construction, maintenance or repair of the retaining wall on the burdened lot and any works on the burdened lot
- 10.3 By written notice Council may require each owner of a burdened lot to attend to any matter or carry out any work within such time as Council may require to ensure the proper and efficient performance of the retaining wall on that owner's burdened lot.

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

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

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

No dwelling is to be constructed on the lots burdened unless the noise treatments to control noise levels are consistent with the recommendations in the Claymore Renewal Stage 1 And 2 – DA Acoustic Assessment Addendum prepared by Renzo Tonin and Associates, dated 8th September 2014 (ref: TF702-01F06 (r1) Stg 1 and 2 DA Addendum).

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

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

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

No Vehicular Access will be permitted on to Minns Street, Arkley Avenue, Crowley Boulevard, Glenroy Drive and Glover Street, across the boundaries designated "S" – "T" and "U" – "V"

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

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

Approved by:
Campbelltown City Council

.....
(General Manager/Authorised Officer)

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(Sheet 12 of 14 sheets)

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

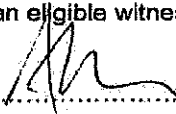
No cutting operation in excess of 500mm and/or filling operation in excess of 400mm for dwelling, swimming pool, tennis court, landscaping or any site construction shall be undertaken on the lots so burdened unless it is controlled by a National Association of Testing Authorities (NATA) registered Laboratory based on the geotechnical advice in a report prepared by a qualified Geotechnical Engineer.

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

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

Campbelltown City Council by its authorised delegate pursuant to s.377 Local Government Act 1993

..... (Signature of delegate)

..... Jim Baldwin (Name of delegate)

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

..... (Signature of Witness)
..... Andrew MacGee (Name of Witness)

..... 91 QUEEN STREET, CAMPBELLTOWN (Address of Witness)

Approved by:
Campbelltown City Council


..... (General Manager/Authorised Officer)

ePlan

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Signed By VIRKI ELIZABETH PONT
As delegate of the New South Wales
Land and Housing Corporation who
Hereby declares that he/she has no notice
Of the revocation of the delegation.

[Signature]
New South Wales Land and
Housing Corporation by
its delegate.

In the presence of:

[Signature]
Signature of witness

Morgan Kemp
60 Station St
Terranora NSW
Name & address of Witness

Approved by:
Campbelltown City Council

[Signature]
SIGNED by me STEPHEN SCOTT DEWICK as delegate of the Minister
administering the Environmental Planning and Assessment Act, 1979, and
I hereby certify that I have no notice of the revocation of such delegation

In the presence of:
[Signature]
Morgan Kemp
60 Station St
Terranora NSW
(General Manager/Authorised Officer)

ePlan

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(Sheet 14 of 14 sheets)

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


Signature of witness


Signature of attorney

NATASHA ISSAC
Name of witness
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood 2148

Name: Helen Smith
Position: Manager Property & Fleet
Date of execution: 3 April 2017
Reference: URS15979

Approved by:
Campbelltown City Council


(General Manager/Authorised Officer)

REGISTERED



11.01.2018

77639.01.L04.88B (1)
09/11/2017



Issue Date: 16 February 2021
Application Number: 202100555
Receipt Number: 5005043

InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Your Reference: YKMOUR 8
GLOVER:28825

PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

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

Property Address: 8 Glover Street
CLAYMORE NSW 2559

Property Description: Lot 2089 DP 1203428

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

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

PART 1 – Names of relevant planning instruments and DCPs

Planning Instrument: Campbelltown LEP 2015

Effect: R2 Low Density Residential

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

Local environmental plans (LEPs) and deemed environmental planning instruments

Campbelltown LEP 2015

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

State environmental planning policies (SEPPs)

SEPP No.21 – Caravan Parks

SEPP No.30 – Intensive Agriculture

SEPP No.33 – Hazardous and Offensive Development

Campbelltown City Council
91 Queen Street, Campbelltown
PO Box 57, Campbelltown NSW 2560 DX5114

campbelltown.nsw.gov.au
T 02 4645 4000
E council@campbelltown.nsw.gov.au

ABN: 31 459 914 087

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

SEPP No.50 – Canal Estate Development
SEPP No.55 – Remediation of Land
SEPP No.64 – Advertising and Signage
SEPP No.65 – Design Quality of Residential Apartment Development
SEPP No.70 – Affordable Housing (Revised Schemes)
SEPP (Vegetation in Non-Rural Areas) 2017
SEPP (Western Sydney Aerotropolis) 2020
SEPP (Housing for Seniors or People with a Disability) 2004
SEPP No.19 - Bushland in Urban Areas
SEPP (Building Sustainability Index: BASIX) 2004
SEPP (State Significant Precincts) 2005
SEPP (Mining, Petroleum Production and Extractive Industries) 2007
SEPP (Miscellaneous Consent Provisions) 2007
SEPP (Infrastructure) 2007
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Affordable Rental Housing) 2009
SEPP (State and Regional Development) 2011
SEPP (Educational Establishments and Child Care Facilities) 2017
SEPP (Koala Habitat Protection) 2020
Greater Metropolitan REP No.2 - Georges River Catchment

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

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

Draft local environmental plans (LEPs)

Draft Campbelltown LEP 2015 (Amendment No. 24)
Draft Campbelltown LEP 2015 (Amendment No.18)

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

Draft State environmental planning policies (SEPPs)

None

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

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

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

Claymore Urban Renewal Development Control Guidelines

Campbelltown (Sustainable City) DCP 2015

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

PART 2 – Zoning and land use under relevant LEPS

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

R2 Low Density Residential

- b) The purposes for which the plan or instrument provides that development may be carried out without the need for development consent are detailed in the land use table for each zone. Reference should be made to either Attachment 1 to this certificate or the appropriate section of the attached copy of the plan or instrument.

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

- c) The purposes for which the plan or instrument provides that development may not be carried out except with development consent are detailed in the land use table for each zone. Reference should be made to either Attachment 1 to this certificate or the appropriate section of the attached copy of the plan or instrument.

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

- d) The purposes for which the plan or instrument provides that development is prohibited are detailed in the land use table for each zone. Reference should be made to either Attachment 1 to this certificate or the appropriate section of the attached copy of the plan or instrument.

- e) Any development standards applying to the land subject of this certificate that fix minimum land dimensions for the erection of a dwelling-house and, if so, the minimum land dimensions so fixed are detailed in the relevant section of the plan or instrument. Reference should be made to either Attachment 2 to this certificate or the appropriate section(s) of the attached copy of the plan or instrument. In addition, certain Council development control plans may impose minimum development standards for the creation of allotments and/or minimum site area and dimensions for the erection of a dwelling-house.

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

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

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

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

None

PART 3 – Complying development

- (1) Complying development may be carried out on the land subject of this certificate under each of the following codes for complying development, to the extent shown, because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

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

Fire Safety Code – on all of the land

Low Rise Housing Diversity Code – on all of the land

Container Recycling Facilities Code – on all of the land

Housing Code – on all of the land

Housing Alterations Code – on all of the land

Commercial and Industrial Alterations Code – on all of the land

Subdivisions Code – on all of the land

Rural Housing Code – on all of the land

General Development Code – on all of the land

Demolition Code – on all of the land

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

- (2) Complying development may not be carried out on the land subject of this certificate under each of the following codes for complying development, to the extent shown and for the reason(s) stated, because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Greenfield Housing Code – on any part of the land

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

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

PART 4 – Coastal protection

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

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

PART 5 – Mine subsidence

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

PART 6 – Road widening and road realignment

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

PART 7 – Council and other public authority policies on hazard risk restrictions

- a) Council has adopted a policy with respect to all land within the Campbelltown City local government area with unusual site conditions. This policy restricts the development of land where extensive earthworks and/or filling has been carried out. Land, the development of which is restricted by this policy, has a restriction as to user placed on the title of the land stating the details of any restriction. Building lots can be affected by excessive land gradient, filling, reactive or dispersive soils, overland flow and/or mine subsidence. Buildings, structures or site works may require specific structural design to ensure proper building construction. Consequently, some applications may require the submission of structural design details and geotechnical reports. It is suggested that prior to lodging an application, enquiries be made to Council's Planning and Environment Division to ascertain any specific requirements.
- b) Council has adopted by resolution the certified Campbelltown LGA Bush Fire Prone Land Map. This map identifies bush fire prone land within the Campbelltown City local government area as defined in section 10.3 of the Act. Where the land subject of this certificate is identified as bush fire prone land, the document entitled "Planning for Bush Fire Protection" prepared by the NSW Rural Fire Service in co-operation with the Department of Planning and dated November 2019 should be consulted with regards to possible restrictions on the development of the land because of the likelihood of bushfire.
- c) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of tidal inundation.
- d) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of acid sulphate soils.

**PLANNING CERTIFICATE UNDER SECTION 10.7
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PART 7A – Flood related development controls information

- (1) Development on all or part of the land subject of this certificate for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is not subject to flood related controls.
- (2) Development on all or part of the land subject of this certificate for any other purpose is not subject to flood related development controls.
- (3) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

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

PART 8 – Land reserved for acquisition

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

PART 9 – Contribution plans

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

Campbelltown Local Infrastructure Contributions Plan 2018

Council has entered into a voluntary planning agreement under section 7.4 of the Environmental Planning and Assessment Act 1979 with the developer of the Claymore Renewal Project.

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

PART 9A – Biodiversity certified land

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

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

PART 10 – Biodiversity stewardship sites

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

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

**PLANNING CERTIFICATE UNDER SECTION 10.7
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PART 10A – Native vegetation clearing set asides

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

PART 11 – Bush fire prone land

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

PART 12 – Property vegetation plans

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

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

PART 13 – Orders under Trees (Disputes Between Neighbours) Act 2006

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

PART 14 – Directions under Part 3A

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

PART 15 – Site compatibility certificates and conditions for seniors housing

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

PART 16 – Site compatibility certificates for infrastructure

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

PART 17 – Site compatibility certificates and conditions for affordable rental housing

- (1) No current site compatibility certificate (affordable rental housing), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.

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- (2) No conditions of consent to a development application of the kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed in respect of proposed development on the land subject of this certificate.

PART 18 – Paper subdivision information

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

PART 19 – Site verification certificates

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

PART 20 – Loose-fill asbestos insulation

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

For more information contact NSW Fair Trading (www.fairtrading.nsw.gov.au)


PART 21 – Affected building notices and building product rectification orders

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

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

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


Jim Baldwin, per
Director City Development

Attachment 1

Campbelltown Local Environmental Plan 2015

Zone R2 Low Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Places of public worship; Recreation areas; Recreation facilities (outdoor); Respite day care centres; Roads; Schools; Semi-detached dwellings

4 Prohibited

Any development not specified in item 2 or 3

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

Attachment 2

Campbelltown Local Environmental Plan 2015

4.1 Minimum subdivision lot size

- (1) The objectives of this clause are as follows:
 - (a) to ensure that the density of development is compatible with the capacity of existing and proposed infrastructure,
 - (b) to ensure that the density of settlement will be compatible with the objectives of the zone,
 - (c) to limit the density of settlement in environmentally, scenically or historically sensitive areas,
 - (d) to ensure lot sizes are compatible with the conservation of natural systems, including waterways, riparian land and groundwater dependent ecosystems,
 - (e) to facilitate viable agricultural undertakings,
 - (f) to protect the curtilage of heritage items and heritage conservation areas,
 - (g) to facilitate a diversity of housing forms.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause does not apply in relation to the subdivision of individual lots in a strata plan or community title scheme.
- (4A) If a lot is a battle-axe lot or other lot with an access handle, the area of the access handle is not to be included in calculating the lot size.
- (4B) Despite subclause (3), development consent may be granted for the subdivision of land into lots that do not meet the minimum size shown on the Lot Size Map if the lots are residue lots resulting

4.1AA Minimum subdivision lot size for community title schemes

- (1) The objectives of this clause are as follows:
 - (a) to provide for the proper and orderly development of land,
 - (b) to ensure that land developed under the *Community Land Development Act 1989* will achieve densities consistent with the objectives of the zone,
 - (c) to protect the curtilage of heritage items and heritage conservation areas.

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- (2) This clause applies to a subdivision (being a subdivision that requires development consent) under the *Community Land Development Act 1989* of land in any of the following zones:
 - (a) Zone RU2 Rural Landscape,
 - (b) Zone R2 Low Density Residential,
 - (c) Zone R3 Medium Density Residential,
 - (d) Zone R5 Large Lot Residential,
 - (e) Zone E3 Environmental Management,
 - (f) Zone E4 Environmental Living.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies (other than any lot comprising association property within the meaning of the *Community Land Development Act 1989*) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.

4.1A Maximum dwelling density in certain residential areas

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

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

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

- (1) The objectives of this clause are as follows:
 - (a) to achieve planned residential density in certain zones,
 - (b) to ensure that lot sizes are consistent with the predominant subdivision pattern of the area and maintain a low density residential character in existing neighbourhoods,
 - (c) to facilitate development applications seeking concurrent approval for dual occupancy development and subdivision,
 - (d) to prevent the fragmentation of land.

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- (2) Despite clause 4.1, development consent may be granted to development for the purpose of a dual occupancy if the development will be on a lot that is at least the minimum size shown on the Lot Size for Dual Occupancy Development Map in relation to that land.
- (3) Despite clause 4.1 and subclause (2), development consent may be granted for the subdivision of land in Zone R2 Low Density Residential into lots that are less than the minimum lot size shown on the Lot Size Map in relation to that land if:
 - (a) there is an existing dual occupancy on the land that was lawfully erected under an environmental planning instrument or there is a development application for the concurrent approval of a dual occupancy and its subdivision into 2 lots, and
 - (b) the lot size of each resulting lot will be at least 300 square metres, and
 - (c) the subdivision will not result in more than one principal dwelling on each resulting lot.

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

- (1) The objectives of this clause are as follows:
 - (a) to achieve planned residential densities in certain zones,
 - (b) to achieve satisfactory environmental and infrastructure outcomes,
 - (c) to minimise any adverse impact of development on residential amenity,
 - (d) to minimise land use conflicts.
- (2) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in Column 3 of the table.
- (3) Development consent may be granted to the subdivision of land in a zone that is specified in the table to this clause for a purpose listed beside the zone, if the area of the lot to be created is equal to or greater than the area specified in Column 4 of the table.

Column 1	Column 2	Column 3	Column 4
Dwelling house	Zone R2 Low Density Residential	500 square metres	500 square metres
Dual occupancy	Zone R2 Low Density Residential	700 square metres	300 square metres
Semi-detached dwelling	Zone R2 Low Density Residential	700 square metres	300 square metres
Attached dwelling	Zone R2 Low Density Residential	1,000 square metres	300 square metres
Child care centres	Zone R2 Low Density Residential or Zone R3 Medium Density Residential	800 square metres	N/A
Residential flat buildings	Zone R4 High	1,200 square metres	1,200 square metres

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Density Residential

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

- (1) The objectives of this clause are as follows:
 - (a) to allow for certain non-residential land uses,
 - (b) to minimise any adverse impact on local amenity and the natural environment,
 - (c) to achieve satisfactory environmental and infrastructure outcomes,
 - (d) to minimise land use conflicts.
- (2) This clause applies to land in the following zones:
 - (a) Zone E3 Environmental Management,
 - (b) Zone E4 Environmental Living.
- (3) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in the table.

Column 1	Column 2	Column 3
Animal boarding or training establishments	Zone E3 Environmental Management	5 hectares
Educational establishments	Zone E3 Environmental Management or Zone E4 Environmental Living	10 hectares
Places of public worship	Zone E3 Environmental Management	10 hectares

4.2 Rural subdivision

- (1) The objective of this clause is to provide flexibility in the application of standards for subdivision in rural zones to allow land owners a greater chance to achieve the objectives for development in the relevant zone.
- (2) This clause applies to the following rural zones:
 - (a) Zone RU1 Primary Production,
 - (b) Zone RU2 Rural Landscape,
 - (c) Zone RU4 Primary Production Small Lots,
 - (d) Zone RU6 Transition.

Note. When this Plan was made it did not include all of these zones.
- (3) Land in a zone to which this clause applies may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.

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- (5) A dwelling cannot be erected on such a lot.
Note. A dwelling includes a rural worker's dwelling (see definition of that term in the Dictionary).

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

- (1) The objectives of this clause are as follows:
- (a) to enable the replacement of lawfully erected dwelling houses and dual occupancies (attached), and the realisation of dwelling entitlements in rural and environment protection zones,
 - (b) to restrict the extent of residential development in rural and environment protection zones to maintain the existing character,
 - (c) to recognise the contribution that development density in these zones makes to the landscape and environmental character of those places.
- (2) This clause applies to land in the following zones:
- (a) Zone RU2 Rural Landscape,
 - (b) Zone E3 Environmental Management,
 - (c) Zone E4 Environmental Living.
- (3) Development consent must not be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies unless the land:
- (a) is a lot that has at least the minimum lot size shown on the Lot Size Map in relation to that land, or
 - (b) is a lot created under this Plan (other than clause 4.2 (3)), or
 - (c) is a lot created under an environmental planning instrument before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) was permissible immediately before that commencement, or
 - (d) is a lot resulting from a subdivision for which development consent (or its equivalent) was granted before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) would have been permissible if the plan of subdivision had been registered before that commencement, or
 - (e) is an existing holding, or
 - (f) would have been a lot or holding referred to in paragraph (a), (b), (c), (d) or (e) had it not been affected by:
 - (i) a minor realignment of its boundaries that did not create an additional lot, or
 - (ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or
 - (iii) a consolidation with an adjoining public road or public reserve or for another public purpose.

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

- (4) Development consent must not be granted under subclause (3) unless:

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- (a) no dwelling house or dual occupancy (attached) has been erected on the land, and
 - (b) if a development application has been made for development for the purposes of a dwelling house or dual occupancy (attached) on the land—the application has been refused or it was withdrawn before it was determined, and
 - (c) if development consent has been granted in relation to such an application—the consent has been surrendered or it has lapsed.
- (5) Development consent may be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies if there is a lawfully erected dwelling house or dual occupancy (attached) on the land and the dwelling house or dual occupancy (attached) proposed to be erected is intended only to replace the existing dwelling house or dual occupancy (attached).
- (6) Development consent may be granted to convert a dwelling house into, or to replace a dwelling house with, a dual occupancy (attached) on land to which this clause applies if no dual occupancy (attached) exists on the land and the dual occupancy (attached) is designed and will be constructed to have the appearance of a single dwelling.
- (7) In this clause:

existing holding means land that:

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

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

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

relevant date means:

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

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- (d) in the case of land to which *Interim Development Order No 13—City of Campbelltown* applied immediately before the commencement of this Plan—20 September 1974, or
- (e) in the case of land to which *Interim Development Order No 15—City of Campbelltown* applied immediately before the commencement of this Plan—27 September 1974, or
- (f) in the case of land to which *Interim Development Order No 28—City of Campbelltown* applied immediately before the commencement of this Plan—3 November 1978.

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

4.2B Erection of rural workers' dwellings on land in Zones RU2 and E3

- (1) The objectives of this clause are as follows:
 - (a) to facilitate, on the same land, the provision of adequate accommodation for employees involved in existing agricultural activities, including agricultural produce industries,
 - (b) to maintain the non-urban landscape and development characters of certain rural and environment protection zones.
- (2) This clause applies to land in the following zones:
 - (a) Zone RU2 Rural Landscape,
 - (b) Zone E3 Environmental Management.
- (3) Development consent must not be granted for the erection of a rural worker's dwelling on land to which this clause applies unless the consent authority is satisfied that:
 - (a) the development will be on the same lot as an existing lawfully erected dwelling house or dual occupancy (attached), and
 - (b) the development will not impair the use of the land for agricultural activities, including agricultural produce industries, and
 - (c) the agricultural activity or agricultural produce industry has an economic capacity to support the ongoing employment of rural workers, and
 - (d) the development is necessary considering the nature of the existing or proposed agricultural activity or agricultural produce industry occurring on the land or as a result of the remote or isolated location of the land, and
 - (e) there will be not more than one rural worker's dwelling on the lot, and
 - (f) the development will be a single storey building with a maximum floor area of 120 square metres or not more than 20% of the floor area of any existing dwelling house on that land, whichever is greater.

4.2C Exceptions to minimum subdivision lot sizes for certain land in Zones RU2 and E3

- (1) The objective of this clause is to allow the owners of certain land to which the following environmental planning instruments applied to excise a home-site area from an existing lot (or existing holding) by the means of a subdivision:
 - (a) *Campbelltown Local Environmental Plan No 1*,
 - (b) *Interim Development Order No 15—City of Campbelltown*.
- (2) Subclause (3) applies to each lot to which *Campbelltown Local Environmental Plan No 1* applied immediately before its repeal that:
 - (a) was in existence on 26 June 1981, and
 - (b) is in Zone E3 Environmental Management, and
 - (c) has an area of at least 10 hectares.
- (3) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the proposed subdivision will result in the creation of only 2 lots, each of which must have an area of at least 2 hectares.
- (4) Subclause (5) applies to each lot to which *Interim Development Order No 15—City of Campbelltown* applied immediately before its repeal that:
 - (a) was in existence on 18 July 1973, and
 - (b) is in Zone RU2 Rural Landscape.
- (5) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the smallest lot to be created has an area of at least 2 hectares and is required for the erection of a dwelling house for occupation by:
 - (a) the person who owned the land on 18 July 1973, or
 - (b) a relative of that owner, or
 - (c) a person employed or engaged by that owner in the use of land of the owner adjoining or adjacent to that lot for the purpose of agriculture.
- (6) The total number of lots that may be created by the subdivision of land to which subclause (5) applies, whether by one or more subdivisions, must not exceed:
 - (a) if the land to be subdivided had an area of less than 10 hectares—nil, or
 - (b) if the land to be subdivided had an area of at least 10 hectares but less than 40 hectares—1, or
 - (c) if the land to be subdivided had an area of at least 40 hectares but less than 80 hectares—2, or
 - (d) if the land to be subdivided had an area of at least 80 hectares—3.

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

- (1) The objective of this clause is to permit the subdivision of certain land in the East Edge Scenic Protection Lands Area to create lots of a size that are less than the minimum lot size shown on the Lot Size Map in relation to that land.
- (2) This clause applies to land identified as "1 ha" on the Lot Averaging Map.
- (3) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies if the subdivision will not create a number of

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lots that is more than the number resulting from multiplying the total area of the land being subdivided by the maximum density control number specified on the Lot Averaging Map in relation to that land.

- (4) Development consent must not be granted under this clause unless the consent authority is satisfied that:
- (a) the pattern of lots created by the subdivision, the provision of access and services and the location of any future buildings on the land will not have a significant detrimental impact on native vegetation, and
 - (b) each lot to be created by the subdivision contains a suitable land area for:
 - (i) a dwelling house, and
 - (ii) an appropriate asset protection zone relating to bush fire hazard, and
 - (iii) if reticulated sewerage is not available to the lot—on-site sewage treatment, management and disposal, and
 - (iv) other services related to the use of the land for residential occupation, and
 - (c) if reticulated sewerage is not available to the lot—a geotechnical assessment demonstrates to the consent authority's satisfaction that the lot can suitably accommodate the on-site treatment, management and disposal of effluent, and
 - (d) adequate arrangements are in place for the provision of infrastructure to service the needs of development in the locality.

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

16 February 2021

Infotrack Pty Limited

Reference number: 8000442798

Property address: 8 Glover St Claymore NSW 2559

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.

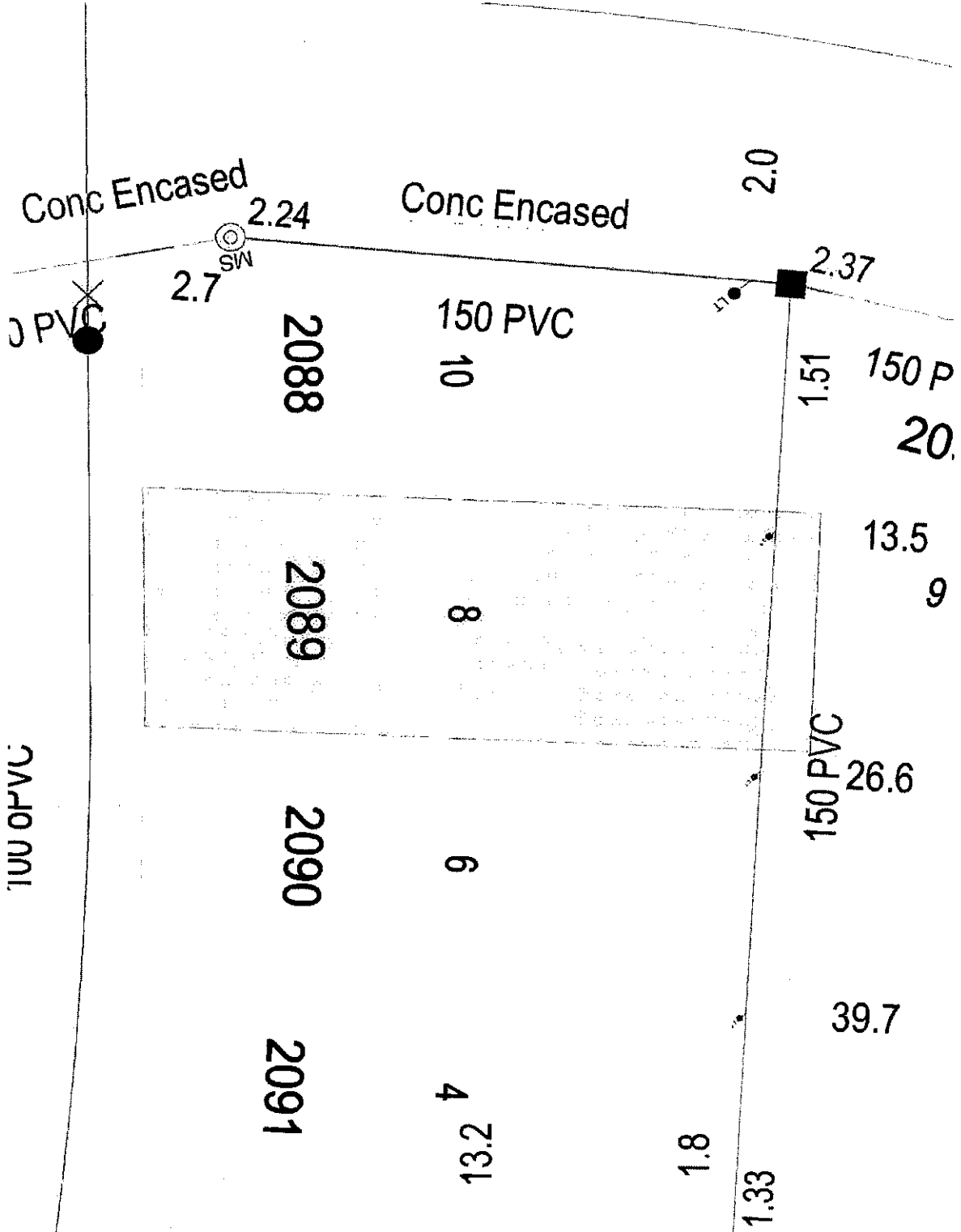
The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Greg Staveley
Manager Business Customers

Service Location Print
Application Number: 8000442812



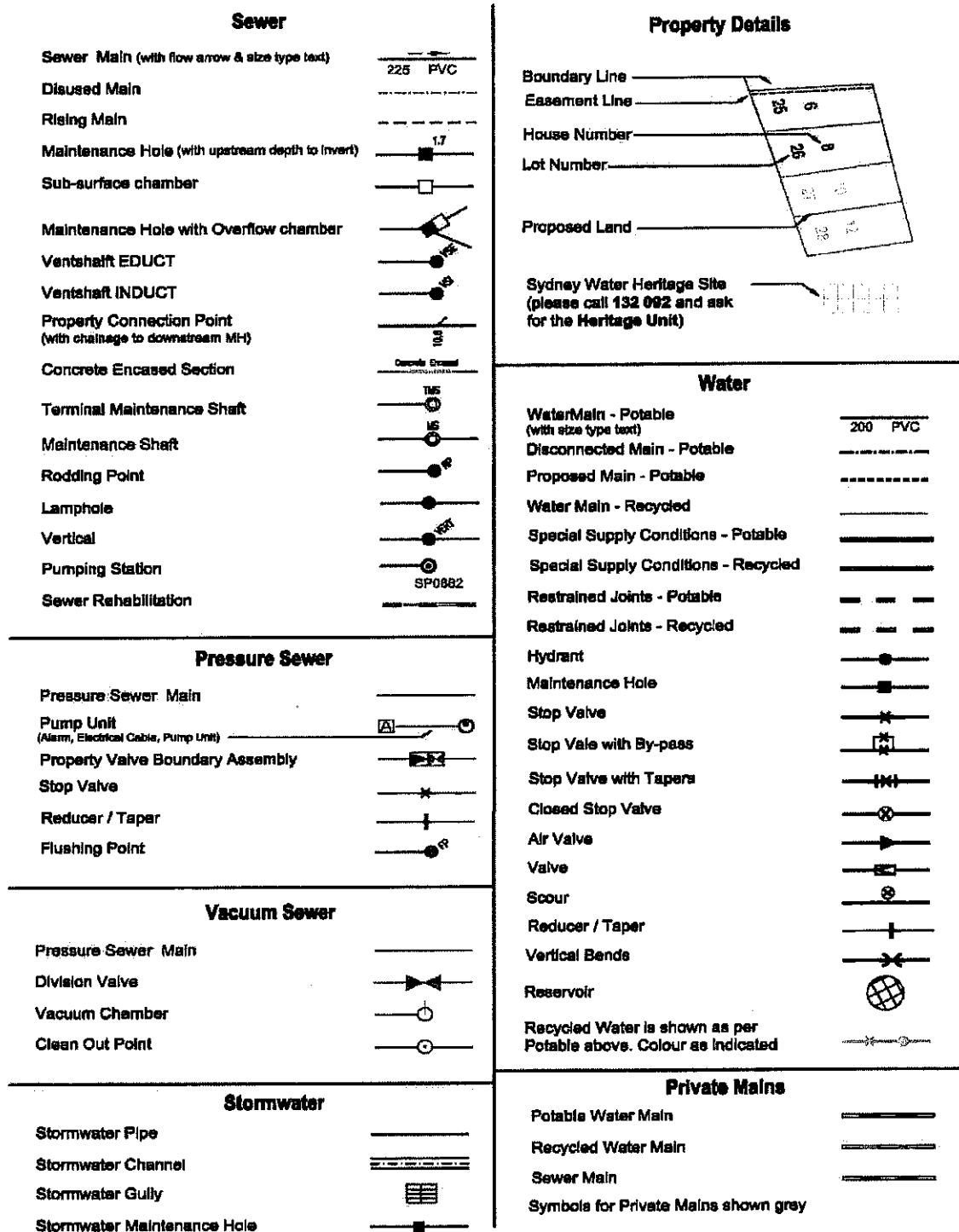
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Disclaimer

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



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**.

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 Plastic	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 Plastic Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

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

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

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

Disclaimer

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

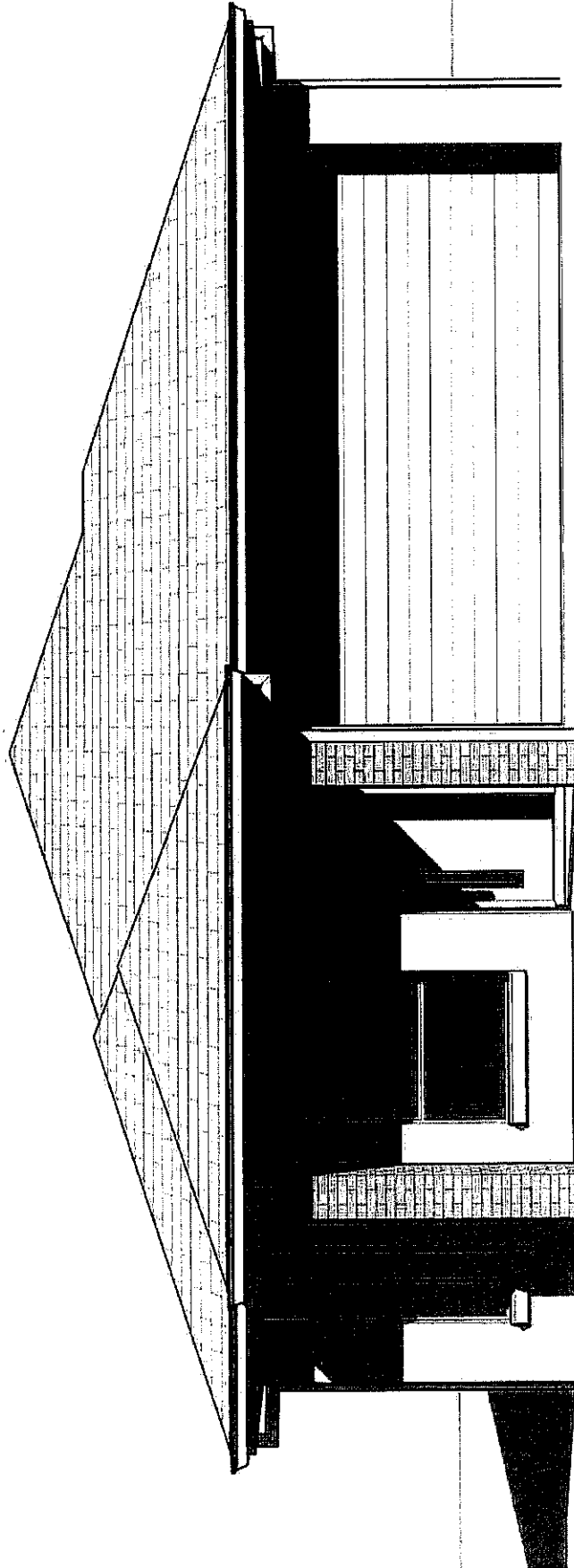
GENERAL NOTES:

1. STORM WATER DRAINAGE TO REAR STORMWATER EASEMENT & THE BASIX REPORT
2. SEWER DRAINAGE & WASTE WATER TO SYDNEY WATER SEWER MAIN
3. SEDIMENT CONTROL BARRIERS TO COUNCIL SPECIFICATIONS DURING CONSTRUCTION
4. SURVEY LEVELS & CONTOURS TO AUSTRALIAN HEIGHT DATUM OR AS INDICATED ON SURVEY PLAN +/-100mm
5. TERMITE CONTROL CHEMICAL OR PHYSICAL BARRIER TO BE INSTALLED IN ACCORDANCE WITH AS3960
6. VERIFY ALL DIMENSIONS, LEVELS & EXISTING CONDITION ON SITE PRIOR TO COMMENCEMENT OF WORK
7. ALL WORK & MATERIALS TO COMPLY WITH THE BUILDING CODE OF AUSTRALIA & RELEVANT STANDARDS AUSTRALIA CODES
8. FIGURED DIMENSIONS TAKE PREFERENCE TO SCALE
9. ALL DIMENSIONS IN MILLIMETRES U.N.O.
10. DRIVEWAY GRADIENT TO COMPLY WITH COUNCIL REGULATIONS
11. DROP EDGE BEAMS TO ENGINEERS DETAILS IF REQUIRED
12. ALL STRUCTURAL BEAM SIZES & DETAILS TO ENGINEERS SPECIFICATIONS
13. ANY RETAINING WALL REQUIRED WILL BE CONSTRUCTED FROM COPPER LOGS OR MASONRY NOT EXCEEDING 900mm HIGH
14. AN ALL WEATHER ACCESS CONSISTING OF RECYCLED CONCRETE WILL BE PROVIDED
15. PERMANENT DRIVEWAY TO BE REINFORCED CONCRETE
16. ANY CONCRETE PATHS TO BE REINFORCED CONCRETE
17. SURFACE DRAINS WILL BE INCORPORATED IN THE LANDSCAPING TO REMOVE SURFACE WATER FROM GRASSED & CONCRETE AREAS
18. AGRICULTURAL DRAINS WILL BE APPLIED BEHIND ALL RETAINING WALLS & WILL BE CONNECTED INTO THE STORMWATER LINE
19. SURVEY DATA OBTAINED FROM SYDNEY REGISTERED SURVEYORS - PLAN REFERENCE 4368

AUSTRALIAN STANDARD CODES

- AS 1288 Glazing
- AS 1684.4 Timber Framing
- AS 1728.1 Timber Structures Code
- AS 2857 Termite Protection
- AS 2878.1 Residential Slabs & Footings
- AS 5500 National Plumbing & Drainage
- AS 3600 Concrete Structures
- AS 3700 Masonry in Buildings
- AS 3786 Smoke Alarms
- AS 4100 Steel Structures

Table of Contents	
Sheet Number	Sheet Name
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DD-738-4	Concrete Plan
DD-738-5	Ground Floor Plan
DD-738-6	Elevations
DD-738-7	Elevations
DD-738-8	Section & Schedules
DD-738-9	Kitchen Plans
DD-738-10	Stormwater Plan
DD-738-11	Landscape Plan
DD-738-12	Area Calculation Plan
DD-738-13	Electrical Plan



Disclaimer: Some items displayed or noted on these plans may be for indicative nominal placement or certification purposes only. The written words in any accompanying building tender will on all occasions take precedence to the plan. All internal room dimensions shown on any floor plan are to timber frame for construction purposes.

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Revision Schedule	
No.	Description
2	Removed DEB to reflect as built
1	Issued for CDC submission
	Date
	15/05/19
	09/04/20

Jihad Ykmour
Lot 2089, No. 8 Glover Street Claymore 2559

Project number DD-738 Design Richmond DD-738-1
Date 14/01/19 Fabricate Carwright | Scale

NOTES



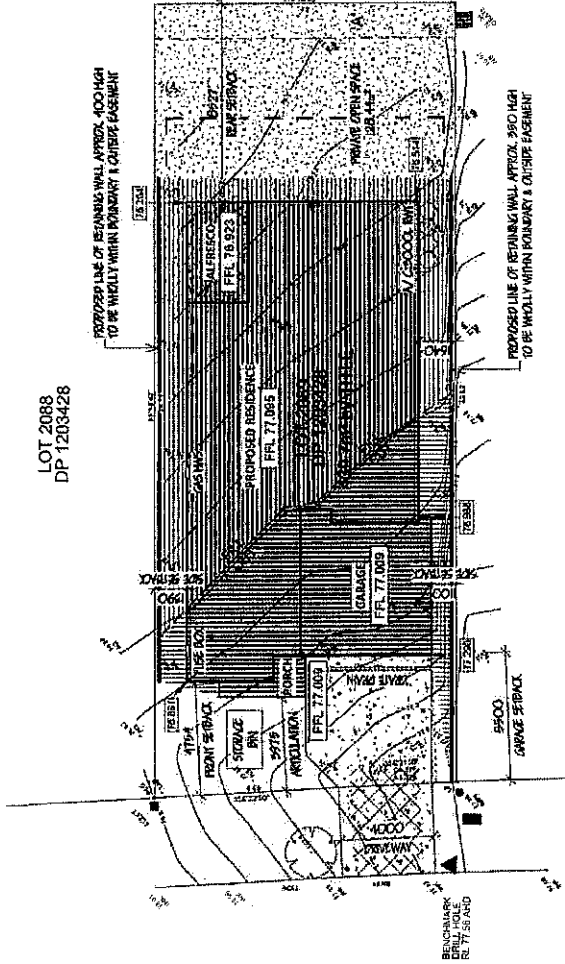
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DP 1203428
True Nth -1°01'

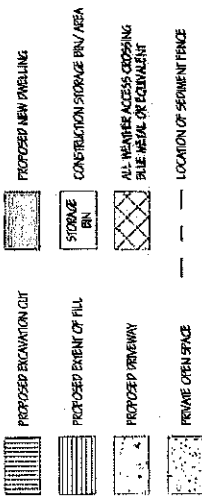
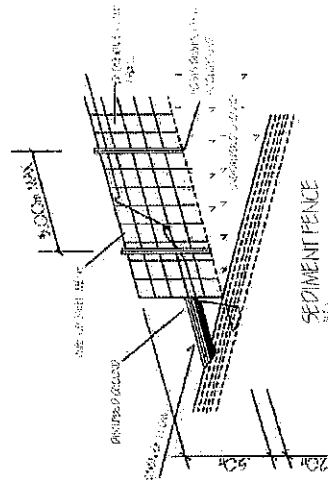


LOT 2088
DP 1203428



LOT 2090
DP 1203428

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE



GLOVER STREET

NOTE: NO CUTTING OPERATION IN EXCESS OF 500mm & NO FILLING OPERATION IN EXCESS OF 400mm IS TO BE UNDERTAKEN

KING HOMES NSW EXCAVATION WORKS WILL EXTEND TO 1m BEYOND THE BUILDING FOOTPRINT ONLY

ALL RETAINING WALLS BY OWNER AFTER HANDOVER SEPARATE APPROVAL MAY BE REQUIRED

SITE AREA CALCULATION

SITE AREA	439.70m ²
SITE COVERAGE	190.33m ² (43.29%)
ROOF AREA	254.82m ²
PRIVATE OPEN SPACE	128.44m ²

COMPLYING DEVELOPMENT CODE (SEPP1) COMPLIANCE TABLE PART 3 HOUSING CODE

CRITERIA	ALLOWABLE	ACHIEVED
FRONT SETBACK	4.5m MINIMUM	4.75m
GARAGE SETBACK	5.0m MINIMUM	5.5m
ARTICULATION ZONE	3.0m MINIMUM	3.97m
REAR SETBACK	3.0m MINIMUM	8.52m
SIDE SETBACK	0.9m MINIMUM	1.1m
BUILDING HEIGHT	8.5m MAXIMUM	5.58m
GROSS FLOOR AREA	(25% x SITE AREA) +150m ²	159.90m ²
LANDSCAPE AREA	(SITE AREA x 15%)	33.15% (145.77m ²)
PRIVATE OPEN SPACE	24m ² MINIMUM	128.44m ²

Area Schedule

Number	Name	Area
1	Garage	33.08 m ²
2	Ground Floor	157.25 m ²
3	Porch	4.12 m ²
4	Alfresco	11.61 m ²
Total Floor Area		206.06 m ²

SEDIMENT CONTROL NOTES:

- ALL EROSION & SEDIMENT CONTROL MEASURES, INCLUDING REVEGETATION & STORAGE OF SOIL & TOPSOIL, SHALL BE IMPLEMENTED TO THE STANDARDS OF THE SOIL CONSERVATION OF NSW.
- ALL DRAINAGE WORKS SHALL BE CONSTRUCTED & STABILIZED AS EARLY AS POSSIBLE DURING DEVELOPMENT.
- ALL DRAINAGE TRAPS SHALL BE CONSTRUCTED AROUND ALL INLET PITS, CONSISTING OF 300mm WIDE x 300mm DEEP TRENCH.
- ALL SEDIMENT BASINS & TRAPS SHALL BE CLEANED WHEN THE STRUCTURES ARE A MAXIMUM OF 80% FULL OF SOIL MATERIALS, INCLUDING THE MAINTENANCE PERIOD.
- ALL DISTURBED AREAS SHALL BE REVEGETATED AS SOON AS THE RELEVANT WORKS ARE COMPLETED.
- SOIL & TOPSOIL STOCKPILES SHALL BE LOCATED AWAY FROM DRAINAGE LINES & AREA WHERE WATER MAY CONCENTRATE.
- FILTER SHALL BE CONSTRUCTED BY STRETCHING A FILTER FABRIC (PROPEX OR APPROVED EQUIVALENT) BETWEEN POSTS AT 2.0M CENTRES. FABRIC SHALL BE BURIED 150mm ALONG ITS LOWER EDGE.
- REFER TO PROPOSED SEDIMENT FENCE DETAIL.

Disclaimer: Some items displayed or noted on these plans may be for indicative nominal placement or certification purposes only. The written words in any accompanying building tender will on all occasions take precedence to the plan. All internal room dimensions shown on any floor plan are to timber frame for construction purposes.

Jihad Ykmour
Lot 2089, No. 8 Glover Street Claymore 2559

Project number: DD-738-3
Design: Richmond
Date: 14/01/19 | Phase: Contract | Scale: 1:200

Site Plan

Lot 2089, No. 8 Glover Street Claymore 2559

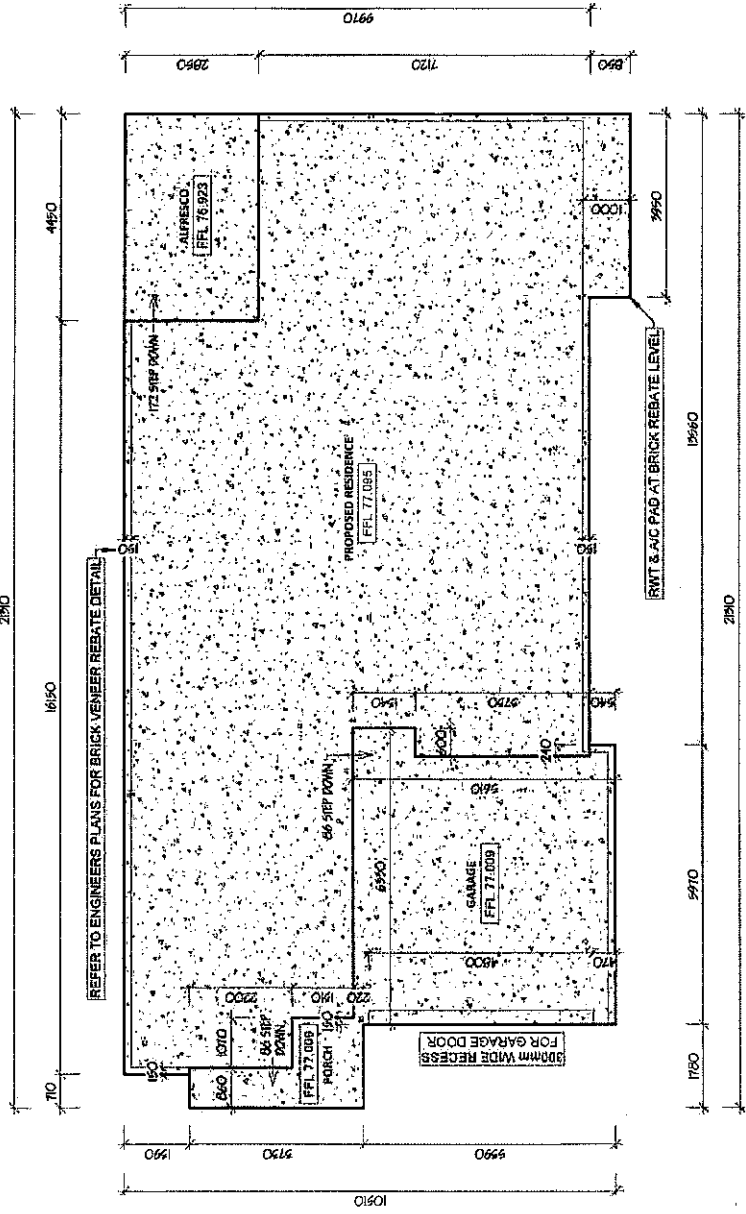
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Design: Richmond
Date: 14/01/19 | Phase: Contract | Scale: 1:200

No.	Description	Date
2	Removed DEB to reflect as built	18/04/20
1	Issued for CDC submission	15/05/19

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Jihad Ymour
 Lot 2089, No. 8 Glover Street Claymore 2559
 Project number DD-738-4
 Date 14/07/19

No.	Description	Date
2	Removed DEB to reflect as built	08/04/20
1	Issued for CDC submission	15/05/19

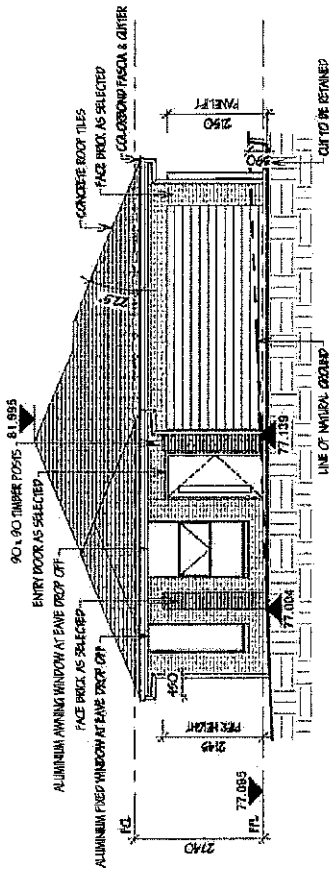
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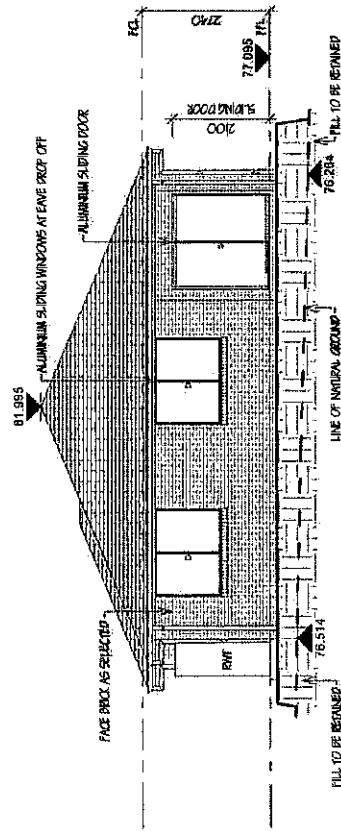
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Concrete Plan
 Scale 1:100



West Elevation

1 1 : 100



East Elevation

2 1 : 100

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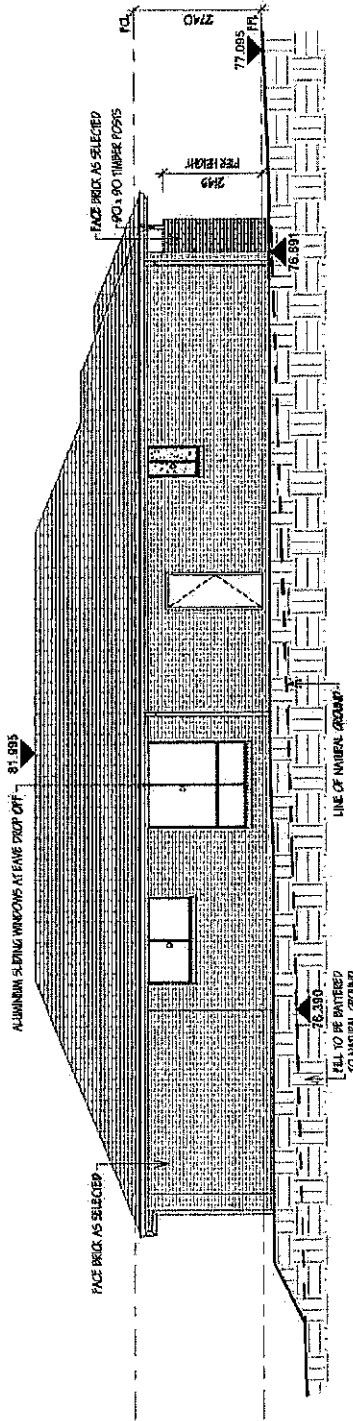
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king HOMES
Elevations

Jihad Ykmour
Lot 2089, No. 8 Glover Street Claymore 2559
Project number DD-738 Design
Date 14/01/19 Façade Carwright Scale 1:100

Revision Schedule	
No.	Description
2	Returned DEB to client as built
1	Issued for CDC submission
	Date

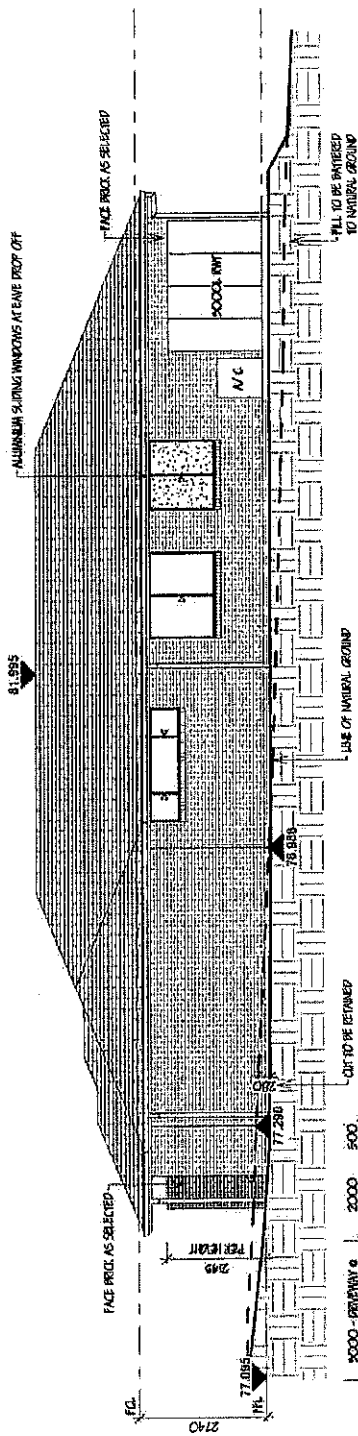
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North Elevation

1 : 100

3



South Elevation

1 : 100

4

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REVISION Schedule

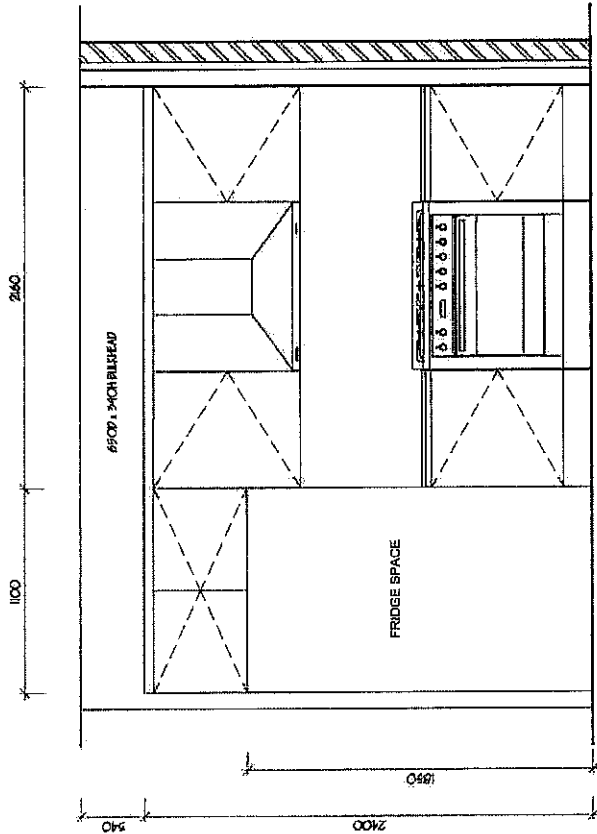
No.	Description	Date
2	Removed DEB to reflect as built	08/04/20
1	Issued for CDC submission	15/05/18

KLING HOMES BUILDERS

Jihad Ykmoir
 Lot 2089, No. 8 Glover Street Claymore 2559

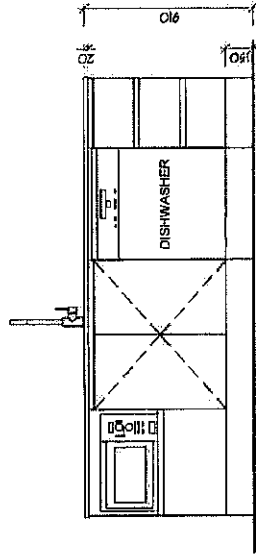
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Project Number: DD-738-7
 Design: Richmond
 Date: 14/01/18
 Facade: Cathright
 Scale: 1 : 100



Galley Elevation

1 1 : 25



Island Elevation

2 1 : 25

NOTE: KITCHEN PLANS ARE CONCEPT ONLY.
SUBJECT TO PLANS BY KITCHEN MANUFACTURER

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Jihad Ykmour
Lot 2089, No. 8 Glover Street Claymore 2559

Project number: DD-738-9
 Date: 14/07/19

Kitchen Plans
Richmond

Design: Faasare
 Contractor: Scale

Revision Schedule	
No.	Description
2	Retrieved DEB to reflect as built
1	Issued for CDC submission

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 Sydney NSW 2113

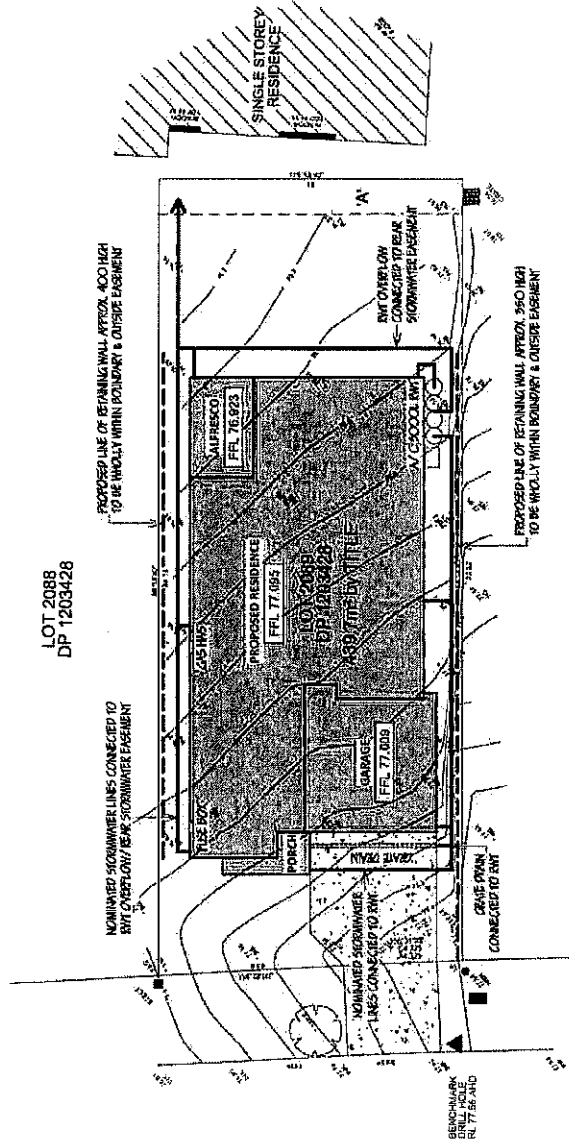
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M.G.A



DP 1203428
True Nth -1°01'



LOT 2088
DP 1203428

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE

GLOVER STREET

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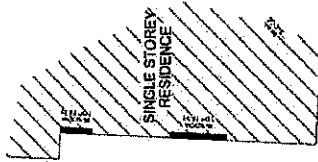
Jihad Ykour
Lot 2088, No. 8 Glover Street Claymore 2558
Project number DD-738 | Design | Richmond | Carwright | Scale | 1:200
Date 14/01/19 | Facade

Revision Schedule	
No.	Description
2	Removed DEB to reflect as built.
1	Issued for CDC submission
	Date
	15/05/19
	18/04/20

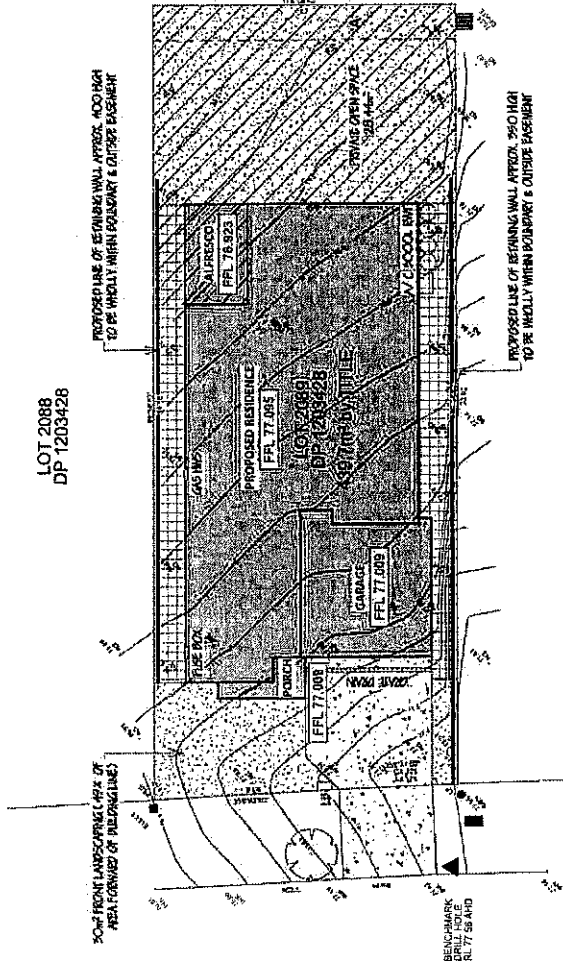
M.G.A



DP 1203428
True Nth -1°01'



LOT 2088
DP 1203428

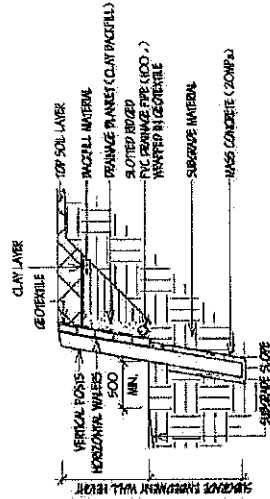


GLOVER STREET

LOT 2090
DP 1203428

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE

- PROPOSED DRIVEWAY APPROXIMATE AREA - 44m²
- PROPOSED NEW PAVEMENT
- PRIVATE OPEN SPACE
- AREA OF SOFT LANDSCAPING (TURF & GARDEN BEDS) APPROXIMATE AREA - 146m²
- AREA OF HARD LANDSCAPING (PAVERS, DECORATIVE CONCRETE OR SIMILAR) APPROXIMATE AREA - 59m²



Retaining Wall Detail

1 : 50

Revision Schedule	
No.	Description
2	Removed DEB to reflect as built
1	Issued for CDC submission
	Date

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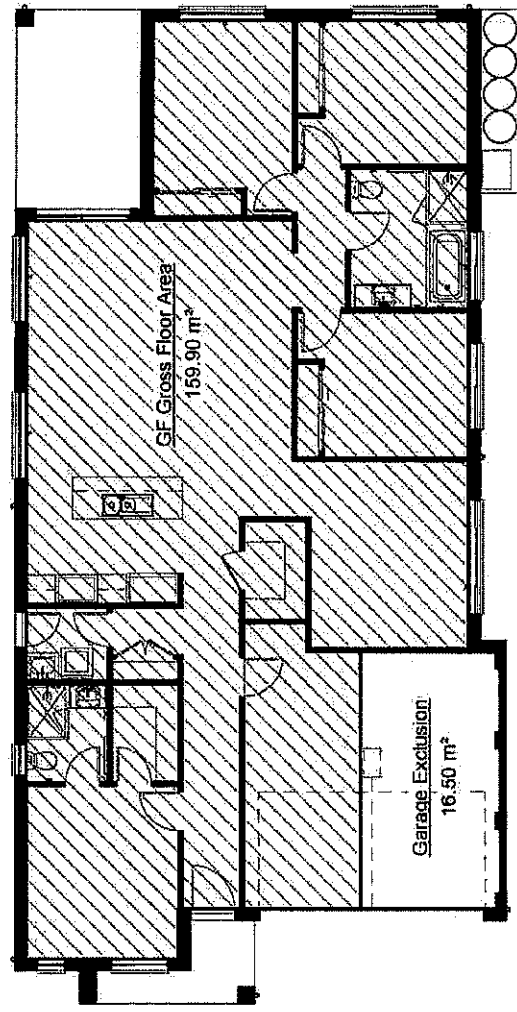
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LANDSCAPE PLAN
Lot 2089, No. 8 Glover Street Claymore 2559

Project number DD-738 | Design Richmond
 Date 14/01/19 | Facade | Scale As indicated

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INDICATES PART OF GDC GROSS FLOOR AREA



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Area Calculation Plan
Lot 2089, No. 8 Glover Street Claymore 2559

Project number: DD-738-12
 Design: Richmond
 Date: 14/01/19
 Facade: Catwright | Scale: 1:100

Revision Schedule	
No.	Description
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1	Issued for GDC submission

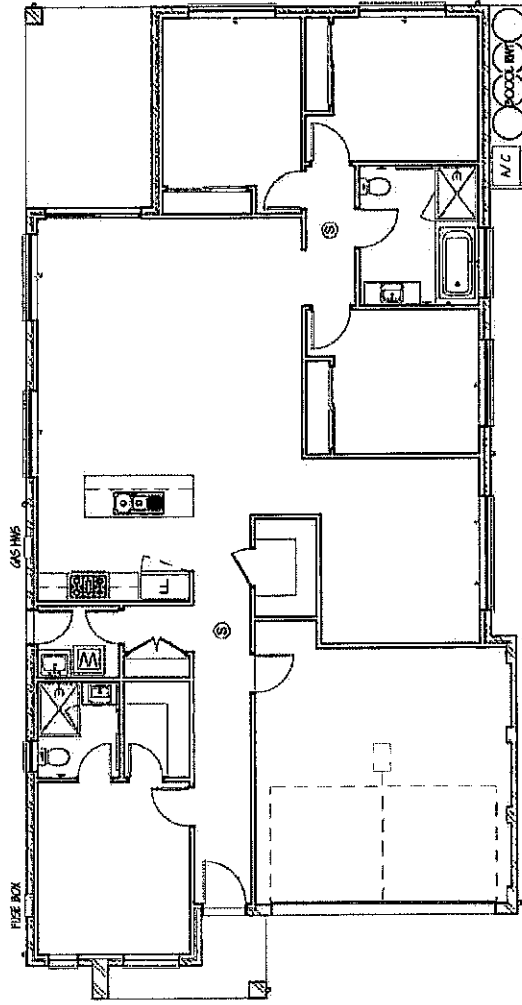
No.	Description
1	08/04/20
2	15/05/19

centraldrafting

THC HOMES

ELECTRICAL LEGEND

▲	SINGLE POWER POINT	○	OVERHEAD LIGHT
▲▲	TRIPLE POWER POINT	⊙	DOWN LIGHT
△	W/ PROTECT POWER POINT	⊕	WALL MOUNTED LIGHT
○	RELEASABLE POINT	⊖	DOUBLE SPOT LIGHT
⊕	TELEVISION POINT	⊖	FLUORESCENT LIGHT
⊙	SOUND ALARM	2	HEAT LAMP / EXHAUST FAN (2 RD)
⊗	CELLING FAN	⊕	HEAT LAMP / EXHAUST FAN (4 RD)
⊕	EXHAUST FAN	⊖	SPA PUMP POSITION



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YKMOUR HOMES

Jihad Ykmour
Lot 2089, No. 8 Glover Street Claymore 2559
 Project number DD-738 | Design
 Date 14/01/19 | Facade
 Catwright | Scale 1:100

Revision Schedule	
No.	Description
2	Removed DEB to reflect as built (Issued for CDC submission)
1	

No.	Description	Date
		09/04/20

Certificate in respect of insurance for residential building work

Policy No: HBCF19046897

Policy Date: 25/09/2019

A contract of insurance complying with sections 92 and 96 of the **Home Building Act 1989** (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the **State Insurance and Care Governance Act 2015**.

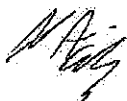
Period of insurance	The contract of insurance provides cover for both the construction period and the warranty period.
In respect of	New Single Dwelling Construction
Description of construction as advised by builder[^]	CONSTRUCTION OF NEW SINGLE STOREY DWELLING
At	8 Glover Street CLAYMORE New South Wales 2559
Site plan number[^]	NA
Site plan type[^]	NA
Homeowner	SHANNON YKMOUR
Carried out by	Mark P King Ply Ltd
Licence number	255689C
Builder job number[^]	2089GLOV
Contract amount[^]	\$250,000.00
Contract date[^]	06/08/2019
Premium paid	\$2,660.00
Cost of additional products or services under contract	Nil - no additional services.
Price (including GST and Stamp Duty) <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract</small>	\$3,189.34

[^]Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

Certificate No: HBCF19046897

Issued on: 25/09/2019



Nathan Agius, General Manager, General Lines Underwriting

Signed on behalf of the insurer

icare™ HBCF

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.


IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

IMPORTANT NOTICE

This document has been digitally signed

This document has been approved as part of a Development Certificate issued in accordance with the provisions of the Environmental Planning and Assessment Act, 1979 (as amended).

In making this determination the document has been digitally signed.

	Digitally Signed
	Ref: 8042848
	Luke O`Hara (BPB2867) - Date: 23/04/2020
	Interim Occupation Certificate

The following are important facts relating to documents and files that have been digitally signed:

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- Any alteration of the document or file that carries this digital signature will render this document or file invalid and the signatory to this document or file must be contacted personally in order to obtain a replacement copy. The replacement of a digitally signed document may incur an additional fee.
- The digital signature can be validated by most popular PDF document readers. If you have problems verifying signatures please check that in your pdf reader preferences that you allow it to trust root certificates installed in Windows to verify digital signatures. Some pdf readers only trust certificates issued by their own certificate authority as a default setting.

Should you require any additional information in relation to the use of the digital signatures and this Development Certificate or any related documents please contact Local Certification Services Pty Ltd on Ph: 1300 368 534 during regular business hours on weekdays.



Interim Occupation Certificate

CERTIFICATE NUMBER: 8042848

Issued under the Environmental Planning and Assessment Act 1979

SUBJECT LAND: LOT: 2089
DP: 1203428
8 GLOVER STREET
CLAYMORE
NSW 2559

DESCRIPTION OF WORK: SINGLE STOREY DWELLING

LIMITATIONS AND/OR EXCLUSIONS:

BUILDING CLASSIFICATION: 1a, 10a

In accordance with the procedure outlined in Clause 151 of the Environmental Planning and Assessment Regulation 2000, the application for this Interim Occupation Certificate has been determined as **approved**.

In making this determination, I hereby certify that:

The health and safety of the occupants of the building have been taken into consideration in issuing this certificate.

- A current Complying Development Certificate No: 8042848 dated 26/09/2019 has been issued with respect to the plans and specifications for the building and is in force.
- The building as described in this certificate, is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
- Where required, a fire safety certificate has been issued for the building.
- Where required, a report from the Fire Commissioner has been considered.

DOCUMENTS ACCOMPANYING THE APPLICATION:

Certificate of Installation of BASIX Requirements
Final Identification Survey
Plumbing & Drainage Certificate
Manufacturers Certificate for Glazing (Windows)
Waterproofing Installation Certificate
Pest Control Certificate (Part B)
Stormwater Drainage Diagram
Smoke Alarm Installation Certificate
Certificate of Structural Adequacy for Slab
Manufacturers Certificate for Glazing (Shower Screens)
Pest Control Certificate (Part A)
Certificate of Insulation
Certificate of Structural Adequacy for Piers
Record of Critical Stage Inspections

Certificate Issued By
Luke O'Hara
BPB2867
on behalf of Local Certification Services Pty Ltd ABC7

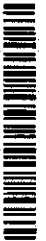
23 Apr 2020
Date of Certificate

Digitally Signed

Ref: 8042848

Luke O'Hara (BPB2867) - Date: 23/04/2020
Interim Occupation Certificate

Doc ID: 4CB3DC1





RECORD OF MANDATORY INSPECTIONS

P.O. Box 3190
NARELLAN DC NSW 2567
P: 1300 368 534
F:
E: info@localgroup.com.au

**Development
Consent Number:**

**Complying Dev.
Certificate Number: 8042848**

Our Reference: 8042848

Subject Land: Lot: 2089 D.P.: 1203428
8 Glover Street
CLAYMORE NSW 2559

In accordance with the requirements of Clause 151(2)(d) of the Environmental Planning and Assessment Regulations 2000, this document is to serve as a record of the "critical stage inspections" carried out in relation to the development. Schedule "A" includes all inspections referred to in Clause 151(2)(d)(i - iii) of the Regulations.

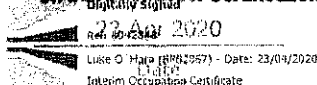
This documentation is to accompany any Occupation Certificate issued in relation to this development but is not to be misconstrued as a Compliance Certificate. Should additional information be required in relation to this matter, please contact the undersigned during normal business hours.

SCHEDULE "A"

Date of Activity	Type of Activity	Result	Accredited Certifier
11/09/2019	Site Inspection	Satisfactory	Luke O'Hara BPB2867
3/10/2019	Commencement	Satisfactory (Minor issues)	Luke O'Hara BPB2867
3/10/2019	Pier Inspection	Satisfactory (Minor issues)	Luke O'Hara BPB2867
11/10/2019	Slab Inspection	Satisfactory (Minor issues)	Luke O'Hara BPB2867
21/10/2019	Stormwater Inspection	Satisfactory (Minor issues)	Luke O'Hara BPB2867
25/11/2019	Framework Inspection	Satisfactory	Luke O'Hara BPB2867
6/12/2019	Wet Area Inspection	Satisfactory (Minor issues)	Mitchell Barnes BPB2223
31/03/2020	Final Inspection	Defective	Luke O'Hara BPB2867
23/04/2020	File Review (Inspection Issues)	Satisfactory (Minor issues)	Luke O'Hara BPB2867

Certificate Issued By
Luke O'Hara
BPB2867

on behalf of Local Certification Services Pty Ltd ABC7

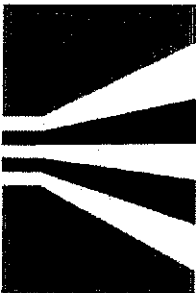


IMPORTANT NOTICE

This document has been digitally signed

This document has been approved as part of a Development Certificate issued in accordance with the provisions of the Environmental Planning and Assessment Act, 1979 (as amended).

In making this determination the document has been digitally signed.

	Digitally Signed
	Ref: 8042848
	Luke O`Hara (BPB2867) - Date: 23/04/2020
	Interim Occupation Certificate

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LOCAL

P.O. Box 3190
NARELLAN DC NSW 2567
P: 1300 368 534
F:
E: info@localgroup.com.au

Mr Jihad Ykmour

CLAYMORE NSW 2559

Single Dwelling

Lot: 2089 D.P.: 1203428
8 Glover Street
CLAYMORE NSW 2559

DEVELOPMENT CONSENT NUMBER:

OUR REFERENCE: 8042848

Dear Sir/Madam,

Reference is made to the project mentioned above and our initial correspondence to you on 26/09/2019. We now attach an Interim/Partial Occupation Certificate for your development.

The outstanding matters that have been listed must be resolved before the Final/Whole Occupation Certificate can be issued.

Upon completion of these outstanding matters, please contact Local on 1300 368 534 to arrange a final re-inspection of the works. The current fee for the reinspection, issue of the additional occupation certificate and registration with the local Council is \$385.00 plus GST.

Please be advised that the relevant legislation requires the issue of a Final/Whole Occupation Certificate and we are obliged to ensure that the conditions of the development consent and the requirements of the Building Code of Australia are satisfied. The terms and conditions of our engagement as your Principal Certifier require the completion of all outstanding matters within 6 months of the date of this letter.

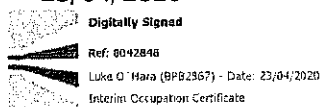
It is important to note that after this time the fee for the issue of the additional Occupation Certificate will increase \$200 per year to a maximum of six (6) years. After this time the issue of the Occupation Certificate will be at the discretion of the Principal Certifier and subject to a new fee proposal agreement. This new agreement may also require the submission of additional documentation.

Please do not hesitate to contact our office if you require any additional information.

Yours faithfully

Luke O`Hara

Accredited Certifier BPB2867
Building Professionals Board
23/04/2020



ITEMS FOR RECTIFICATION


Single Dwelling

Lot: 2089 D.P.: 1203428
8 Glover Street
CLAYMORE NSW 2559

ITEMS FOR RECTIFICATION

- Reduce the stepdown/thresholds to 230mm between finished floor level and adjacent surface level for all external doors in accordance with Part 3.9.1.6 of NCC.
- Place a durable notice/sticker in the electrical meter box in relation to the termite treatments.
- Provide retaining walls to all excavated and filled areas indicated on the approved plans. Retaining walls are to be constructed in accordance with manufacturers details or Structural Engineers design to the heights indicated on the approved plans.
- Provide turf, gardens and other landscaping prior to the removal of the erosion controls.

Luke O`Hara
Accredited Certifier
Building Professionals Board
BPB2867
23/04/2020

 Digitally signed
Ref: 6042848
Luke O`Hara (BPB2867) - Date: 23/04/2020
Interim Occupation Certificate