

## Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Holmes Real Estate</b> <b>PO Box 132, Macarthur Square NSW 2560</b> <b>Email: richard@hre.net.au</b>	<b>Ref: Richard Guelfo</b>
co-agent		
vendor	<b>Veronica Jane Foxley</b> <b>5/7 Thomas Rose Drive, Rosemeadow NSW 2560</b>	
vendor's solicitor	<b>SH Convey Pty Ltd t/as Sheree Hayden Conveyancing</b> <b>71 Campbellfield Avenue, Bradbury NSW 2560</b> <b>PO Box 4176, Bradbury NSW 2560</b> <b>Email: sheree@shconveyancing.com.au</b>	<b>Phone: 02 4626 7127</b> <b>Ref: SH:1007257473</b>
date for completion	<b>See special condition (clause 15)</b>	
land (address, plan details and title reference)	<b>5/7 Thomas Rose Drive, Rosemeadow NSW 2560</b> <b>Lot 5 in Strata Plan 79964</b> <b>Folio Identifier 5/SP79964</b>	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Pergola	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked: <input type="checkbox"/> other documents:	

<b>A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.</b>			
inclusions	<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings <input type="checkbox"/> stove
	<input checked="" type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: (Left over tiles, pavers & Paint Drums - If Any)Cooktop, Oven		
exclusions	<b>Shelving in Bedroom &amp; Kitchen, Hoses backyard, Garden ordaments backyard, Garden pots backyard</b>		
purchaser			
purchaser's solicitor			
price	\$		
deposit	\$ _____	(10% of the price, unless otherwise stated)	
balance	\$		
contract date	(if not stated, the date this contract was made)		

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

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

buyer's agent

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

## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed by</b></p>   <p>_____</p> <p>Vendor</p>   <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>   <p>_____</p> <p>Purchaser</p>   <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>   <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p>   <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p>   <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>	<p><b>Signed by</b> _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>   <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p>   <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p>   <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>

### Choices

Vendor agrees to accept a **deposit-bond**  NO  yes

**Nominated Electronic Lodgement Network (ELN)** (clause 4): PEXA

**Manual transaction** (clause 30)  NO  yes

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

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

**Land tax** is adjustable  NO  yes

**GST:** Taxable supply  NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply  NO  yes

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

not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

GST-free because the sale is the supply of a going concern under section 38-325

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

### GSTRW payment (GST residential withholding payment) – 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 representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 33 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input checked="" type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
<b>Home Building Act 1989</b>	<input type="checkbox"/> 57 information certificate under Community Land Management Act 2021
<input type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off-the-plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to off-the-plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	<b>Other</b>
<b>Swimming Pools Act 1992</b>	<input type="checkbox"/> 60
<input type="checkbox"/> 28 certificate of compliance	
<input type="checkbox"/> 29 evidence of registration	
<input type="checkbox"/> 30 relevant occupation certificate	
<input type="checkbox"/> 31 certificate of non-compliance	
<input type="checkbox"/> 32 detailed reasons of non-compliance	

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

The Strata Collective Pty Ltd  
 Level 9, 387 George Street, Sydney NSW 2000  
 Email: [info@thestratacollective.com.au](mailto:info@thestratacollective.com.au) Tel: 02 9137 2320

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>● the issuer;</li> <li>● the expiry date (if any); and</li> <li>● the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

**13 Goods and services tax (GST)**

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
- 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

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

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.  
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.  
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.  
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

**27 Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.  
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.  
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.  
 27.4 If consent is refused, either *party* can *rescind*.  
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.  
 27.6 If consent is not given or refused –  
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or  
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.  
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –  
 27.7.1 under a *planning agreement*; or  
 27.7.2 in the Western Division.  
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.  
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.  
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.  
 28.3 If the plan is not registered *within* that time and in that manner –  
 28.3.1 the purchaser can *rescind*; and  
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.  
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.  
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.  
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.  
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.  
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.  
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.  
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.  
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.  
 29.7 If the *parties* can lawfully complete without the event happening –  
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;  
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and  
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –  
 • either *party* *serving* notice of the event happening;  
 • every *party* who has the benefit of the provision *serving* notice waiving the provision; or  
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
  - 32.3.2 the claim for compensation is not a claim under this contract.

UNIT 5, 7 THOMAS ROSE DR ROSEMEADOW NSW 2156

## **SPECIAL CONDITIONS**

If there is a conflict between the standard printed pages & conditions of this “Contract”, which includes the front page issued by The Law Society of New South Wales ACN 000 000 699 and The Real Estate Institute of New South Wales ACN 000 012 457 and these further “special conditions” then these further special conditions will prevail unless specified by the vendor’s conveyancer.

### **33. Amendments to Printed Clauses**

- 33.1 Clause 2.4.2 is amended to include “or Electronic Funds Transfer” after the word “cheque”.
- 33.2 Clause 3.9 shall be deleted.
- 33.3 Clauses 3.10.2 & 3.11.2 shall be deleted.
- 33.4 Clause 5.2.3 shall be deleted.
- 33.5 Clauses 7.1.1, 7.2.1 & 7.2.2, shall be deleted.
- 33.6 Clause 14.2.2 shall be deleted.
- 33.7 Clauses 23.5.2, 23.5.3, 23.6, 23.7, 23.8 & 23.9 are deleted.
- 33.8 Clauses 23.13, 23.14 & 23.17 are deleted.
- 33.9 Clause 31.2 is amended to indicate two (2) business days instead of five (5) business days.

### **34. Release of the Deposit**

- 34.1 The purchaser irrevocably authorises the deposit holder, to release the deposit upon request to assist with the purchase of real estate, clearance of a land tax liability, payment of a deposit on a retirement village lease, assist with costs associated with vacating the premises, removalists and arranging for removal of rubbish etc., payment of Rent to an agent or to the trust account of SH Convey Pty Ltd to assist with the payment of a Bond to the Rental Bond Board;
- 34.2 The purchaser consents for the deposit to be released by the agent for use by the vendor for any of the purposes listed in SC34.1 or for completion within the PEXA Workspace at the time of completion; and
- 34.3 Should the Purchaser fail or refuse to provide consent within 24 hours of receiving a request to release the deposit, then the purchaser is in breach of this contract, the vendor is entitled to delay completion until the deposit has been released, the vendor will be entitled to claim liquidated damages in accordance with SC35 if completion is delayed, as a result of the purchasers delay in providing the consent to release the deposit for completion.

### **35. Late completion**

- 35.1 It is agreed completion shall occur on or before the completion date required by this Contract or any notice issued in accordance with this contract unless otherwise agreed in writing between the parties via email transmission.
- 35.2 If the purchaser is not able to complete by the date required through no fault of the vendor, the purchasers will pay liquidated damages of 10% per annum on the balance of the purchase price outstanding from the due date of completion up to the actual date of completion (dates inclusive) without prejudice to the vendor’s other right to damages, by virtue of default of the purchaser.
- 35.2 The amount indicated in special condition 35.2, is a genuine pre-estimate of liquidated damages and forms part of the balance of the purchase money due & payable on completion. The Purchaser shall not be entitled to require the Vendor to complete this contract unless the liquidated damages & any other payments required under this contract are paid to the Vendor upon completion.

### **36. Capacity**

- 36.1 Should either party prior to completion, Die, be declared mentally ill, be incarcerated for a criminal offence and/or be declared bankrupt, then either party may, rescind this contract by notice in writing to the other party, and the provisions of Clause 19 herein shall apply; and
- 36.2 If the purchaser is a company & has an application for its winding up or has a liquidator, receiver, or voluntary administrator of it appointed, or enter any deed of company arrangement or scheme of

arrangements with its creditors, then the first party will be in default under this contract, & the vendor shall be entitled to terminate.

### **37. Notice to Complete.**

- 37.1 Should completion be delayed & either party issue a Notice to Complete, then the parties agree ten (10) business days, making time of the essence, is considered sufficient notice.
- 37.2 If the Vendor serves a Notice to Complete, the purchaser shall reimburse the costs associated with issuing such a notice, being \$500.00 plus GST which is a genuine pre-estimate of the costs incurred by the vendor because of the requirement to issue the Notice to complete. The Vendor is not required to complete unless these costs are paid on completion.
- 37.3 If a Notice to Complete is required to be served by either party, then it is agreed the notice may be served by email transmission. It is agreed the service of any Notice or Document in respect of this Contract and the enforcement of, need not be served by postage/mail. Email is considered a sufficient service method, if it is served on the party's respective legal representative, before 5.00pm on a business day. If served after 5.00pm on a Business Day, then the notice is considered served on the next available business day.
- 37.4 It is agreed a hard copy of the notice is not required to be sent provided the notice was served via email.

### **38. Settlement Cancellation**

- 38.1 The parties agree if the settlement date & time is accepted within PEXA, by both the purchaser's representative and the vendors representative, the matter is considered booked for the purpose of this condition.
- 38.2 If a settlement is subsequently cancelled or rescheduled by the purchaser's representative after the booking has accepted by the vendor's representative through no fault of the vendor, the purchaser is required to pay \$300.00 plus GST as a genuine pre-estimate of the costs incurred by the vendor due the settlement being rescheduled after it was considered booked.
- 38.3 It is agreed that two (2) business days' notice is required for a settlement booking or to have settlement rebooked after it has been cancelled by either party.

### **39. Improvements and inclusions**

- 39.1 The vendor does not make any representation or provide a warranty regarding the state of repair or condition of the improvements; the materials used for construction of the dwelling & or the inclusions. The property and any inclusions that form part of the sale are sold in an **"AS IS"** condition at the time of exchange.
- 39.2 The purchaser acknowledges all, & or any of the inclusions if noted on the contract or located at the property are sold in an **"AS IS"** condition, and the purchaser is required to accept all inclusions in their current condition at the date of this contract.
- 39.3 The vendor discloses they may have used picture hooks, nails, screws, brackets and or double-sided tape to fix pictures, TV's, mirrors, and other items etc to the wall (If any), the vendor will remove the pictures, TV's and their personal items etc from the walls but will not be removing the fixtures/items used to secure the items, the purchaser must accept these items etc as currently located, & acknowledges the vendor will not remove or repair anything associated with them prior to completion.
- 39.4 The purchaser acknowledges they have inspected the property and the inclusions. The vendor is not responsible for mechanical breakdown, fair wear, and tear to, the inclusions or the dwelling at the property that may occur after the date of this contract, and
- 39.5 The vendor is not required to professionally clean the property prior to completion and confirms any items located on council land will not be removed provided a council pick up has been arranged.

39.6 The Purchaser must accept the property with all defects both latent and patent, if any; and, they cannot make a claim, objection, requisition, rescind, terminate, or delay completion in respect hereof.

39.7 The Purchaser cannot require the Vendor to apply for a Building Certificate from the Local Council; and If the Purchaser applies for a Building Certificate from the Local Council and the Council issues a Notice, refuses to issue the Certificate for any reason and informs the Purchaser of work to be done before it will issue the Certificate, the Purchaser must comply with the Notice, remedy the reason, or do the work at his/her expense.

#### **40. Statement of Title**

40.1 A sufficient statement of the vendor's title shall be deemed included in the description of the property and such statement shall have been deemed to have been given to the purchaser at the date hereof.

#### **41. Representations**

41.1 The Purchaser does not rely upon any warranty, representation or inducement made by any party, unless it is expressly provided for within this Contract or by the vendor's conveyancer in writing. The Purchaser acknowledges they have relied on their own enquiries, knowledge, & investigations of the property prior to entering the contract.

41.2 The Purchaser cannot rely upon any document, representation, agreement, or arrangement, whether in writing or oral, to constitute an amendment to this Contract, unless such document, representation, agreement, or arrangement, whether in writing or oral is formalised between the party's respective legal representatives via email &/or is included within this contract by way of special condition.

41.3 The parties agree the agent is not authorised to amend or alter this contract without the express written consent of the vendor's legal representative.

#### **42. Warranty by purchaser as to Real Estate Agent & Finance**

42.1 If the purchaser has dealt with another agent, who is not the agent noted on the contract in relation to this specific property, then the purchaser is required to disclose this to the vendor prior to unconditionally exchanging contracts.

42.2 Should any other real estate agent make a successful claim for commission against the vendor in respect of this matter, because they introduced the purchaser to the property, then the purchaser shall indemnify the vendor and keep the vendor indemnified against all claims & such commissions, in respect of all costs of and incidental to such a claim for commission.

42.3 The purchaser expressly warrants ("Finance Warranty") to the vendor that they have or will have sufficient funds to enable them to proceed to completion on the date required, or

42.4 The purchaser acknowledges the vendor may enter future contractual obligations on or after the date of this contract relying on the Finance Warranty provided by the purchaser within this contract.

42.5 The purchaser acknowledges they are liable to the vendor for all or any damages arising from a breach of this finance warranty notwithstanding the rights the purchaser may have pursuant to the provisions of the Uniform Credit Code

42.6 It is acknowledged that this Clause shall not merge on completion.

#### **43. Keys**

43.1 After completion the vendor will provide all or any keys in their possession to allow access to the property. The vendor will not replace locks or remotes. The purchaser will make no objection, requisition, or claim for compensation regarding the availability or otherwise of any other keys or remotes for the property.

#### **44. Vendor's additional disclosure regarding Planning Certificate**

44.1 The purchaser accepts the 10.7 Planning Certificate issued by Council attached to this contract & acknowledges they must rely on their own enquiries as to the suitability and status of the land.

#### **45. Removal of Registrable Documents**

45.1 The vendor is not required to register any Mortgage or Mortgages, Writ or Writs, Notice of Death, Transmission application or Change of Name and/or remove any Caveat or Caveats prior to completion and the purchaser shall accept on completion any Discharge of Mortgage for such mortgages, Writ or Writs or a Withdrawal of Caveat or Caveats, Notice of Death, Transmission application or Change of Name documents in registrable form together with an allowance for the fees payable to the Land and Property Information Service.

#### **46. Drainage Diagram**

46.1 The purchaser acknowledges the diagram attached to this contract is the only diagram available from the relevant water authority at the date this contract is issued and agrees not to make an objection, requisition, or claim for compensation in respect of this matter.

#### **47. Vendor Disclosure**

47.1 Attached to this contract are copies of the prescribed Vendor disclosure documents the vendor makes no warranty or representation as to the correctness of completeness or accuracy of any of the Vendor Disclosure Documents

47.2 The vendor did not build the structures located on the subject property and is not prepared to provide a warranty in relation to compliance or approval of same.

47.3 If there is a pergola, carport or any other structure on the property which does not comply with the requirements of council and or any other competent authority, the purchaser shall not raise an objection, make a requisition or claim compensation in respect of such non-compliance or because of a failure or refusal of the local council to issue a Building Certificate due to the non-compliance.

47.4 The Purchaser must make and rely on their own enquiries in relation to the structures/improvements and cannot make a claim, objection or requisition or rescind or terminate the contract for anything referred to or disclosed in, this clause; or this contract; and/or

47.5 The vendor does not warrant compliance with the relevant legislation with respect to the construction, fitness for purpose or approval of the subject property.

47.6 The purchaser takes the property subject to all defects (if any) whether latent, patent, or statutory associated therewith and shall not make any claim, objection, or requisition regarding same, nor shall the purchaser be entitled to rescind or terminate this agreement consequently thereof.

#### **48. Section 66S**

48.1 If this contract is exchanged subject to the provisions of *Section 66S, with a cooling off period*, then the vendor reserves the right to extend the completion period by the time expired under the cooling off period, or the vendor may elect to retain the completion date incorporated within the contract.

48.2 The vendor will provide the purchaser notice within fourteen (14) business days after the cooling off period has expired, if the completion date is to be extended, otherwise the date of the contract will remain as indicated. The vendor cannot extend for any longer than duration of the cooling off period.

48.3 The purchaser shall not make any claim for compensation or objection regarding same, nor shall the purchaser be entitled to rescind, delay, or terminate this agreement because of the vendor elect to extend the completion date.

#### **49. Swimming Pool**

49.1 If a Certificate of Non-Compliance Certificate is attached to this contract and informs, work is required to be done before a Compliance Certificate will be issued, the Purchaser must comply with any notice, remedy the issue, or do the work at his/her expense in accordance with the certificate attached to this

contract. The Purchaser cannot make a claim, objection or requisition or rescind or terminate the contract in respect of any non-compliance certificate for the swimming pool or anything disclosed within this condition.

49.2 It is acknowledged that Pool Equipment (If applicable), means pool filter and pump only which is required for the operation and filtration of the swimming pool, and any other items located at the property are the personal property of the vendor and are not sold with the property

#### 50. Adjustments

50.1 The purchaser is required to serve settlement adjustment figures ("Figures") together with supporting documents they are claiming the adjustments for via email Three (3) business days prior to completion. The vendor is not considered able to complete if they have not received figures via email three (3) business days prior to completion, if served later the vendor will incur a fee of \$136.37 plus GST as a genuine pre-estimate of the costs incurred by the vendor due to the purchasers failure to submit figures, and the purchaser is required to reimburse the vendor the fee incurred.

50.2 In the event the vendor is in credit on any usual adjustments, at the time the settlement adjustments are calculated, the purchaser agrees such credit is to be considered a necessary adjustment in accordance with clause 14.2 of the Contract and further agrees to make such allowance in the settlement adjustment sheet to reimburse the vendor for any such credit.

#### 51. Service of Notices

51.1 A Notice or other communication including, but not limited to, any request, consent, approval, or demand ("hereinafter referred to as communication") by a party to this Contract that complies with this special condition is regarded as served, given, and received if it is delivered or sent by email. Evidence of service must be recorded by the sender, by way of a Delivery confirmation notice and is deemed served unless it is within 24 hours of sending the communication the recipient notifies the sender the communication was received but was incomplete or illegible or is received after 5.00pm in which case the communication is deemed served on the next business day.

#### 52. Foreign Buyer

52.1 The purchaser warrants:

- i. That the purchaser is not a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act 1975*; or
- ii. The purchaser is a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act 1975* however the treasurer has confirmed they have no objection to the acquisition of the property by the purchaser.

#### 53. Authority

53.1 It is acknowledged that by signing this Contract, the vendor provides their representative with their consent and authority to make changes, enter into agreements and or make alterations to the contract on behalf of the vendor, as though the vendor themselves would be making the alteration or change, and by signing the contract, the vendor has provided their representative, with authority to extend the cooling off period if required on their behalf as though they are the vendor in accordance with **S66(4) of the Conveyancing Act 1919** at the representative's discretion.

#### 54. Cooling off period Extensions

54.1 It is agreed that if the purchaser requests the vendor extend any cooling off period under this contract, it is an essential term that at the time this extension request is made by the purchaser, then the purchaser is required to pay to the deposit holder the sum of \$200.00 plus GST = \$220.00 for each extension requested, this amount is to be added to the 0.25% deposit and forfeited to the vendor upon any rescission of contract or at the time of completion, as this is to reimburse the vendor the additional legal costs incurred by the vendor in connection with a request for an extension of the cooling off period, it is to be paid to the agent at the time the vendor grants consent and is to reimburse the vendor the costs incurred with obtaining the extension

54.2 Where the purchaser rescinds pursuant to the cooling off period legislation, a copy of this special condition will be submitted to the deposit holder and shall be sufficient evidence and authority for the deposit holder to release the additional amount added to the 0.25% which is required to be forfeited by the purchaser from the deposit held by the deposit holder.

54.3 It is agreed that should the purchaser proceed to completion of this contract, after receiving an extension of the cooling off period, then it is an essential term of this contract that upon settlement and completion of the matter the purchaser will authorise the deposit holder to release all funds received for the extension granted in accordance with Special Condition 59(A) to the vendor's legal representative to reimburse the vendor their legal expenses incurred.

#### **55. Requisitions**

55.1 The vendor shall not be required to answer requisitions on title for requisitions other than the requisitions annexed to this Contract, the requisitions are deemed served upon unconditional exchange and the responses in red are applicable.

#### **56. Special Condition – Deposit by Instalment Method**

56.1 It is acknowledged the deposit payable is 10% of the purchase price (*hereinafter referred to as "the deposit"*).

56.2 The Vendor shall be entitled to immediately recover from the purchaser any amount equal to (10%) of the purchase price, as liquidated damages, if the purchaser fails to complete the contract as required by the terms of the contract.

56.3 If it is agreed between the parties that payment of the deposit can be made in instalments and if a portion of the deposit as agreed is paid at exchange and the balance is to be paid at a later stage if required, then it is agreed and acknowledged that the payment of the balance of the deposit is not considered a penalty payment; and

56.4 This special condition shall not merge on completion or termination of this contract.

#### **57. Corporate Guarantor**

57.1 If the Purchaser is a company, then the Vendor requires a personal guarantee and indemnity from the director/s of the company and the guarantee/s as follows

- A. I, as the Director/s of the Company noted on the front page of this Contract for Sale and Purchase of Land, are representatives authorized to sign on behalf of the company. I/we signed as required on page 2 of this Contract, hereby confirm that by signing this contract I/we acknowledge, understand and affirm that as Director/s we will/are required to personally guarantee to the vendor the following:
- a) payment of all money payable by the purchaser; and
  - b) the performance by the purchaser of all other obligations under this contract; and
  - c) indemnifies the vendor against any liability, loss, damage, expense or claim incurred by the vendor arising directly or indirectly from any breach of this contract by the purchaser.

57.2 This guarantee and indemnity is a principal obligation of the guarantor and is not collateral to any other obligation.

57.3 The liabilities of a guarantor are not affected by:

- (a) the granting to the purchaser or to any other person of any time, waiver, indulgence, consideration or concession or the discharge or release of the purchaser.
- (b) the death, bankruptcy or liquidation of the purchaser, the guarantor or any one of them.
- (c) reason of the vendor becoming a party to or bound by any compromise, assignment of property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to the purchaser, the guarantor or any other person.

- (d) the vendor exercising or refraining from exercising any of the rights, powers or remedies conferred on the vendor by law or by any contract or arrangement with the purchaser, the guarantor or any other person or any guarantee, bond, covenant, mortgage or other security; or
- (e) the vendor obtaining a judgment against the purchaser, the guarantor or any other person for the payment of the money payable under this contract.

57.4 This guarantee and indemnity will continue notwithstanding:

- (a) The vendor has exercised any of the vendors under this contract including any right of termination.
- (b) the purchaser is wound up; or
- (c) This guarantee and indemnity are for any reason unenforceable either in whole or in part.

57.5 This guarantee and indemnity:

- (a) is of a continuing nature and will remain in effect until the final discharge of the guarantee or indemnity is given by the vendor to the guarantor.
- (b) may not be considered wholly or partially discharged by the payment of the whole or any part of the amount owed by the purchaser to the vendor; and
- (c) extends to the entire amount that is now owed or that may become owed at any time in the future to the vendor by the purchaser pursuant to or contemplated by this contract including any interest, costs or charges payable to the vendor under this contract.

57.6 If any payment made to the vendor by or on behalf of the purchaser or the guarantor is subsequently avoided by any statutory provision or otherwise:

- a) that payment is to be treated as not discharging the guarantor's liability for that payment; and
- b) The vendor and the guarantor will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.

57.7 The vendor can proceed to recover the amount claimed as a debt or damages from the guarantor without having instituted legal proceedings against the purchaser and without first exhausting the vendor's remedies against the purchaser.

57.8 It is essential of this contract that the guarantor signs this contract.

## **58. Conditions of a sale by Auction**

58.1 The following conditions are applicable to and in respect of the sale by auction of residential land.

- a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
- b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the bid that may be made by or on behalf of the seller/vendor.
- c) The highest bidder is the purchaser, subject to any reserve price.
- d) In the event of a dispute bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interest of the seller/vendor.
- f) A bidder is taken to be a principal unless, before bidding, the bidder has given the auctioneer a copy of a written authority to bid for or on behalf of another person.
- g) A bid cannot be made or accepted after the fall of the hammer.
- h) As soon as practicable after the fall of the hammer, the purchaser is to sign the Contract for sale.
- i) All bidders must be registered in the Bidders Record; identification must be sighted and recorded on behalf of the seller/vendor.
- j) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller/vendor.
- k) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller/vendor, the auctioneer must clearly state that the bid was made by or behalf of the seller/vendor or auctioneer; and

- l) Should the property be passed in at Auction, and a subsequent sale for the property be negotiated via the agent on the day of the auction, then that subsequent contract exchanged on the same date of the Auction is to be subject to Auction Terms and Conditions and will be a legally binding unconditional contract.

## **59. Subject to Tenancies & or Vacant Possession terms**

59.1 Regardless of what is noted on the contract front page, If the property is sold with vacant possession and there is a tenant in the property who occupies the property pursuant to an expired residential tenancy agreement, then the purchaser agrees to and acknowledges the following:

- a) The tenant will be served with a Notice to Vacate, or a Termination Notice in accordance with the *Residential Tenancy Act NSW 2010* by the vendor or a Managing Agent, but only after an unconditional exchange of contracts has occurred.
- b) Completion will take place on the later of the completion date noted or Two (2) business days after the vendor's conveyancer advises the purchaser's representative, in writing, that the tenant has vacated the property.
- c) If the tenant has not vacated the subject property prior to the vacant possession date noted within the Notice to Vacate or the Termination Notice, then the purchaser agrees to give the tenant an extra twenty-eight (28) days to vacate the subject property provided that the vendor confirms, they have or will make an application for an order to evict the tenant and that a Notice to Complete cannot be served before the expiry of the said twenty-eight (28) days.

59.2 If the property is sold subject to any existing tenancies, the vendor does not warrant that the tenant will continue to remain in the property, and the purchaser must accept the property, the tenancy, and the terms of the said lease if they elect to proceed with the purchase of the subject property.

59.3 The Purchaser cannot make a claim, objection, requisition, rescind or terminate the contract in respect of anything referred to or disclosed in, this condition 59, or this contract.

## **60. Completion**

60.1 It is noted the vendor may be purchasing a property and therefore, completion of this contract is required to be the earlier of.

- a) Three (3) months from the date of this contract; or
- b) 14 days from the date the vendor's representative notifies the purchaser or the purchaser's representative in writing, that they can proceed to completion.

60.2 It is agreed between the parties that the vendor cannot require the purchaser to complete this contract earlier than the 35<sup>th</sup> day after the date of exchange.

## **61. Deposit Bond**

61.1 If the vendor agrees to accept a Deposit Bond, the Deposit Bond will only be accepted if the bond is as follows:

- (a) Issued and underwritten by an Australian insurer such as **QBE Insurance (Australia) Ltd.**
- (b) is for an amount equal to the 10% Deposit or the balance of the 10% Deposit in accordance with the Contract.
- (c) must be valid for the period of a minimum amount of three (3) months
- (d) contains the name of the Vendor to whom the guaranteed amount is to be paid on demand.
- (e) contains the name of the Purchaser and refers to the Contract and the sale of the property; and
- (f) The deposit bond is unconditional, and irrevocable.

## 61. VENDOR DISCLOSURE – SOUTHWEST RAIL LINK EXTENSION

The vendor discloses that the property may or may not be affected by the Transport for NSW proposed South West Rail Link Extension. Further information regarding the rail line may be found at: <https://www.transport.nsw.gov.au/corridors/nsrl-swrl>

The purchaser acknowledges that they are aware of the same and have made their own enquiries. The purchaser will not be entitled to rescind, claim compensation or raise any requisition with regard to the same.

## STRATA (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: Veronica Jane Foxley  
Property: 5/7 Thomas Rose Drive, Rosemeadow NSW 2560

**In these requisitions, a reference to the Property means the land in Lot 5.**

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Vacant possession must be given on completion unless the Contract provides otherwise. **Noted**

Is anyone in adverse possession of the property or any part of it? **Not as far as the vendor is aware**

Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances and notations and recorded as the owner of the property on the strata roll, free from all other interests. **Noted**

On or before completion, any mortgage or caveat or writ or priority notice must be discharged, withdrawn cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (Act)*. **Noted**

When and where may the title documents be inspected? **PEXA Workspace**

All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion. **Noted**

Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? **As s47 will be provided as required**

Has the initial period expired? **The vendor relies on the contract.**

Do any special expenses (as defined in clause 23.2 of the contract) exceed 1% of the price? **Not as far as the vendor is aware, the purchaser should make and rely on their own enquiries by way of Strata Report and s184 Certificate**

The purchaser reserves the right to make further requisitions prior to completion. **This alleged right is not admitted**

Replies made to these requisitions will be regarded as remaining correct up until completion unless advised otherwise.



FOLIO: 5/SP79964

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SEARCH DATE	TIME	EDITION NO	DATE
10/7/2025	12:48 PM	4	14/10/2021

LAND

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LOT 5 IN STRATA PLAN 79964  
AT ROSEMEADOW  
LOCAL GOVERNMENT AREA CAMPBELLTOWN

FIRST SCHEDULE

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VERONICA JANE FOXLEY (T AR520549)

SECOND SCHEDULE (2 NOTIFICATIONS)

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- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP79964
- 2 AR520550 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP79964

SEARCH DATE	TIME	EDITION NO	DATE
10/7/2025	12:48 PM	5	30/10/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 79964  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ROSEMEADOW  
LOCAL GOVERNMENT AREA CAMPBELLTOWN  
PARISH OF ST PETER COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP79964

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 79964  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- THE STRATA COLLECTIVE  
LEVEL 9  
387 GEORGE ST  
SYDNEY NSW 2000

SECOND SCHEDULE (6 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- DP700703 EASEMENT TO DRAIN WATER WATER 2 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- DP700703 EASEMENT TO DRAIN WATER 5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- DP1074991 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- AR53665 CONSOLIDATION OF REGISTERED BY-LAWS
- AR53665 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 79964

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 64	2	- 64	3	- 56	4	- 56
5	- 56	6	- 56	7	- 61	8	- 61
9	- 61	10	- 61	11	- 61	12	- 61
13	- 56	14	- 56	15	- 56	16	- 56
17	- 58						

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP79964

PAGE 2

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NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

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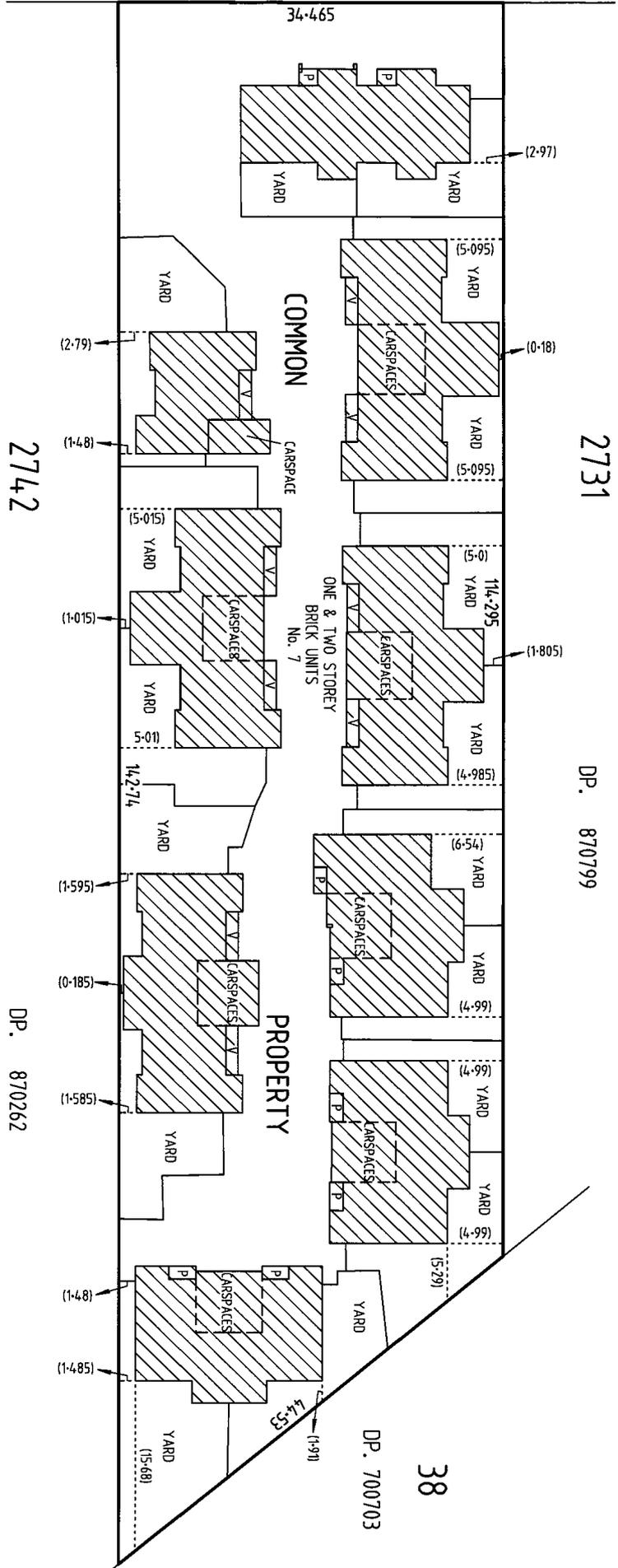
PRINTED ON 10/7/2025

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





THOMAS ROSE DRIVE



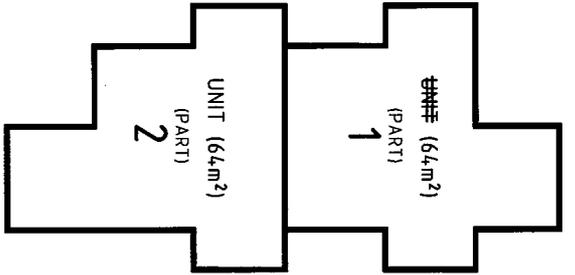
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Lengths are in metres

*[Signature]*  
 Surveyor Registered under Surveying Act 2001  
 SURVEYOR'S REFERENCE: S20585 /CHECKLIST

*Brendan Leo*  
 Authorised Person/General Manager/Responsible Officer

SP79964



P - DENOTES PORCH WHICH IS LIMITED TO 2.4M ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED.

V - DENOTES VERANDAH WHICH IS ROOFED AND HAS A CONCRETE FLOOR.

..... DENOTES LINE OF OUTER FACE OF WALL OR AT RIGHT ANGLES TO THAT LINE.

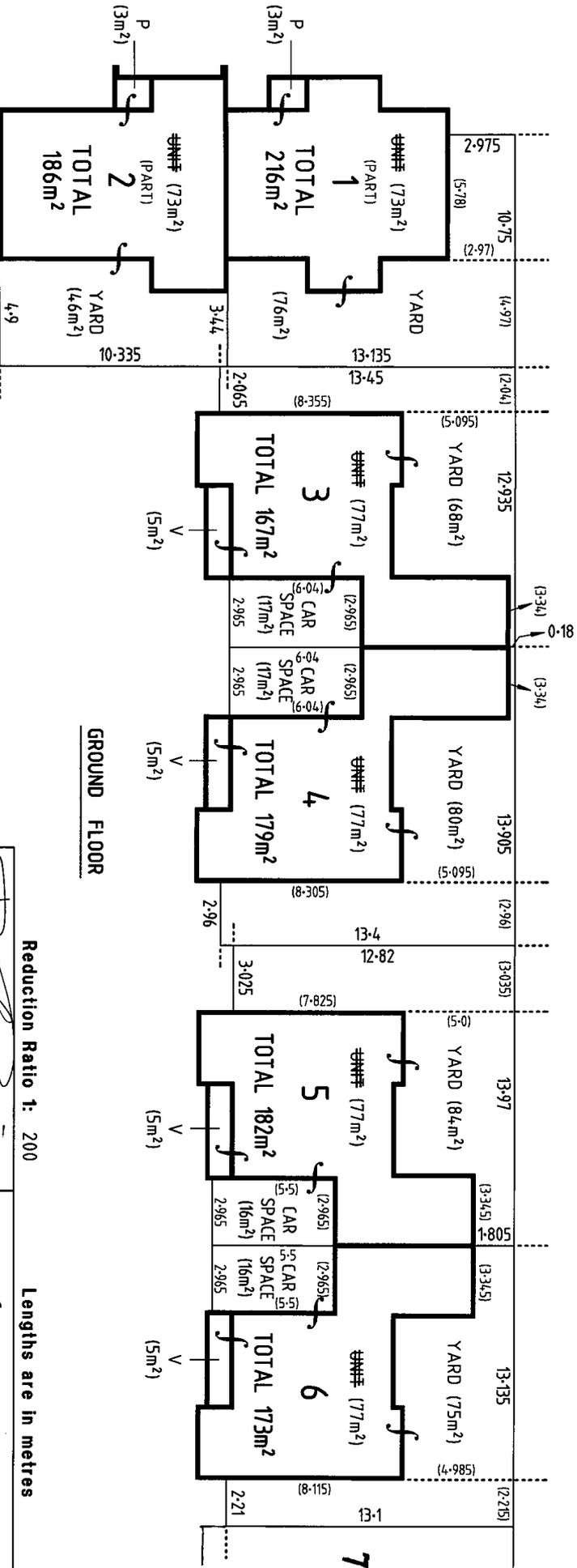
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THE STRATA OF THE CARSPACES EXTENDS TO 3m ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE ONLY.



FIRST FLOOR



GROUND FLOOR

SP79964

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveying Act 2001

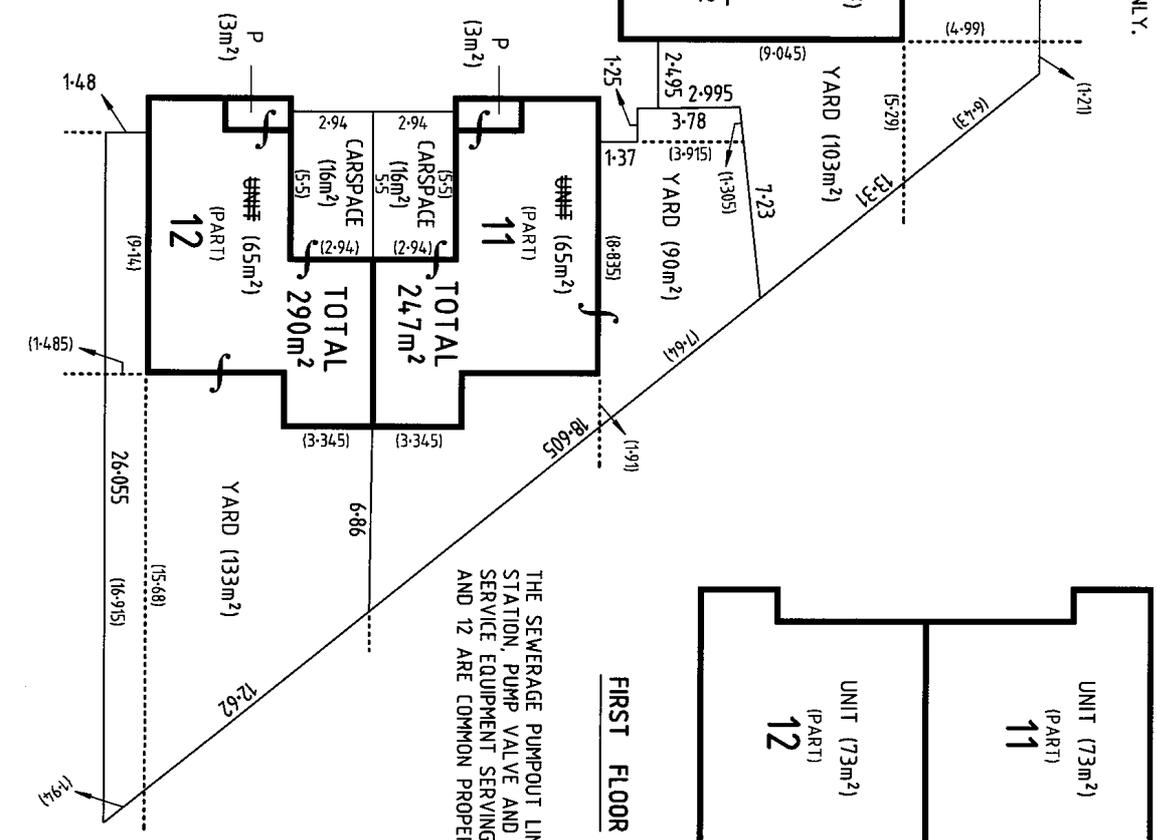
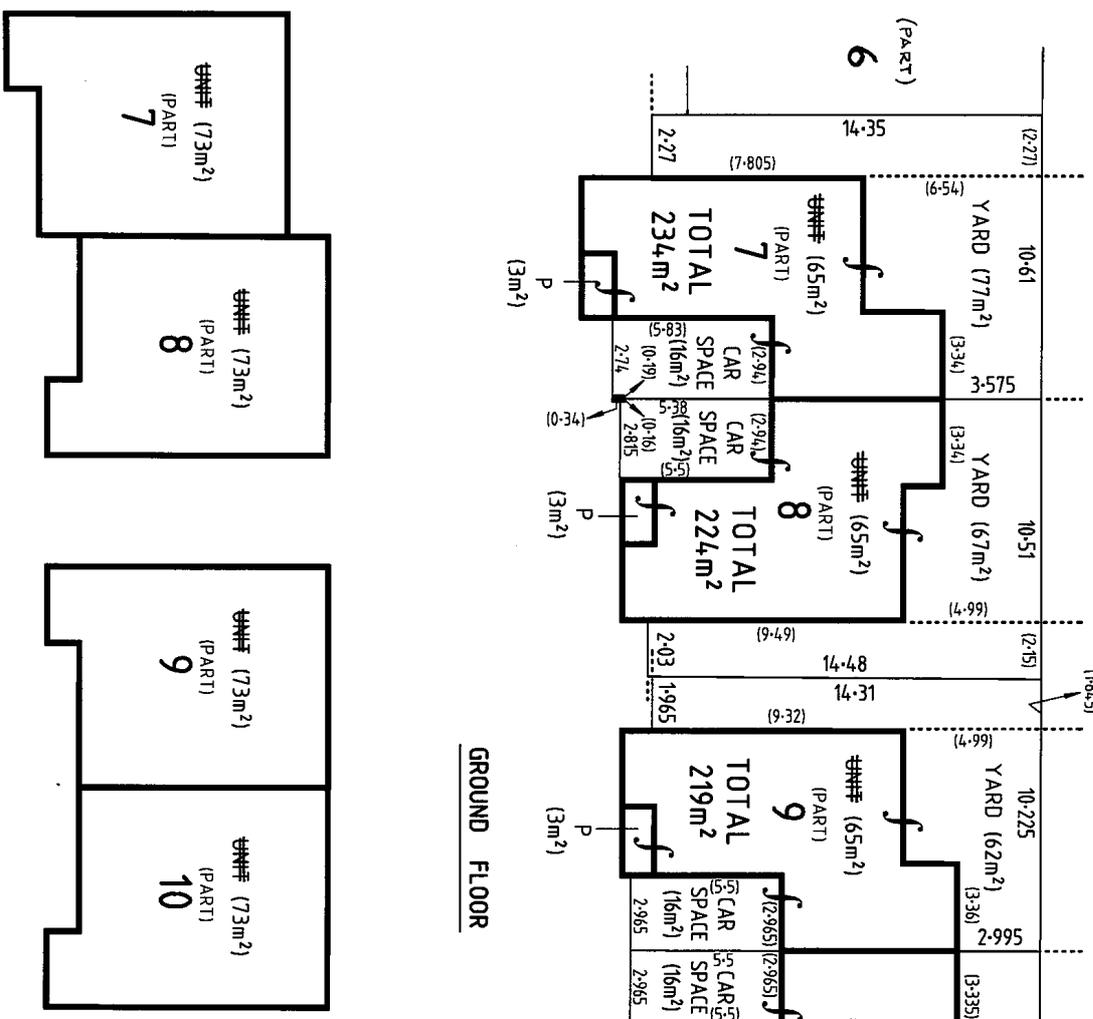
Authorised Person/General Valuer/Architect/Engineer  
*Bruce Leo*

SURVEYOR'S REFERENCE: S20585 /CHECKLIST

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 AREAS ARE APPROXIMATE ONLY.

M.G.A. ZONE 56



THE SEWERAGE PUMP/OUT LINE, PUMP STATION, PUMP VALVE AND ASSOCIATED SERVICE EQUIPMENT SERVING LOT 11 AND 12 ARE COMMON PROPERTY.

FIRST FLOOR

Reduction Ratio 1: 200

Lengths are in metres

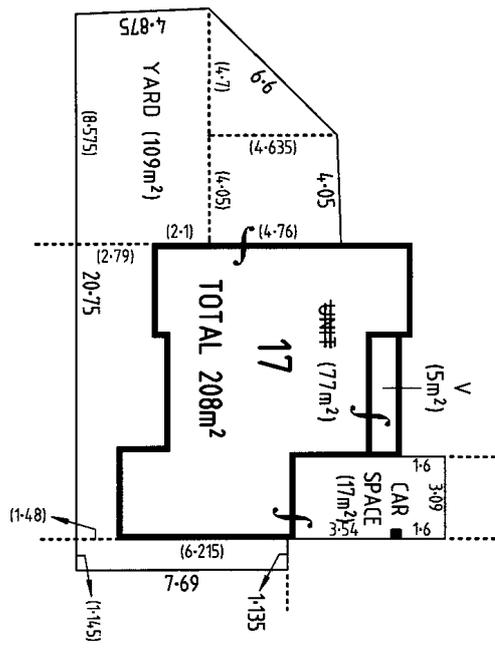
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Authorised Person / Registrar-General / Registrar-General

SURVEYOR'S REFERENCE: S20585 /CHECKLIST

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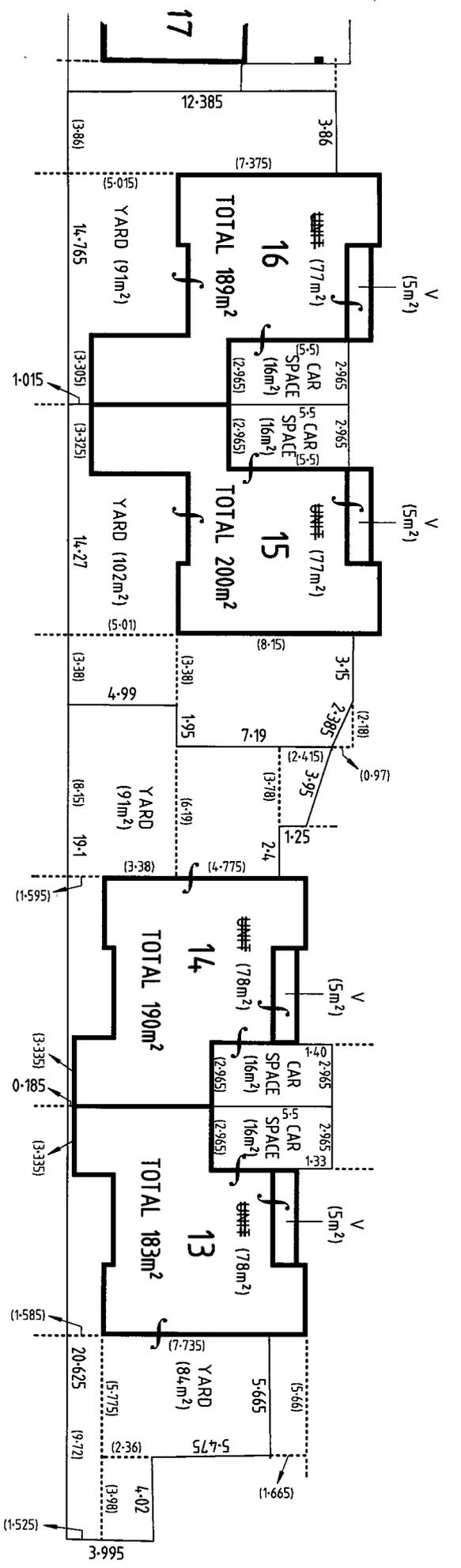
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V - DENOTES VERANDAH WHICH IS ROOFED AND HAS A CONCRETE FLOOR.  
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 THE STRATA OF THE CARSPACES EXTENDS TO 3m ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED.  
 AREAS ARE APPROXIMATE ONLY.

SP79964



GROUND FLOOR

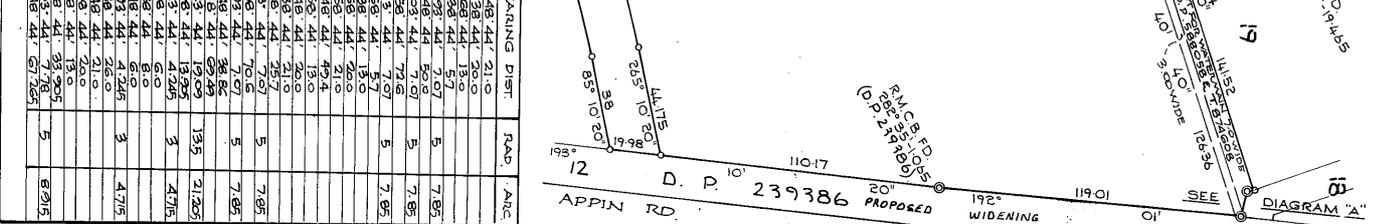
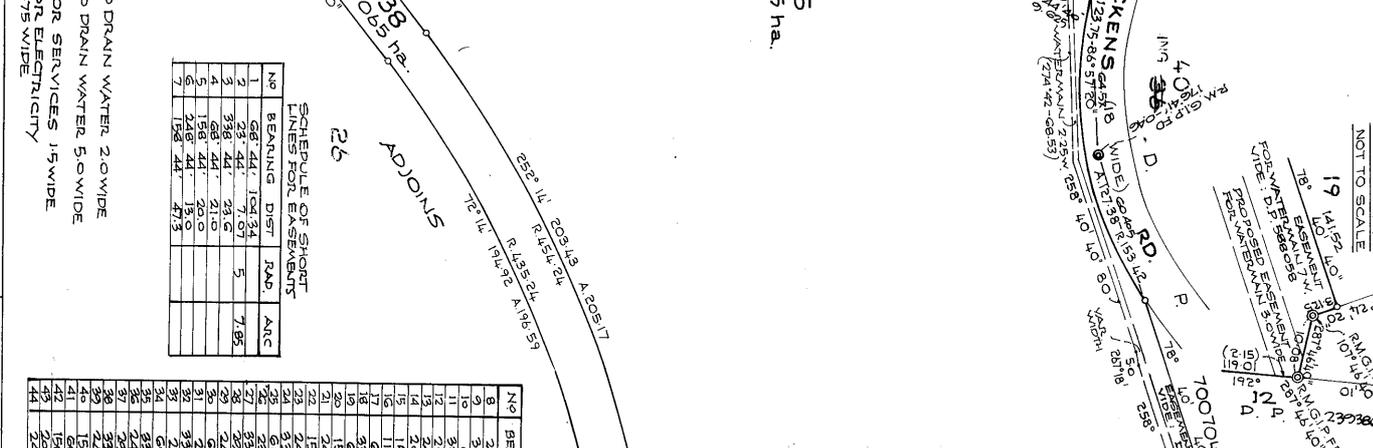
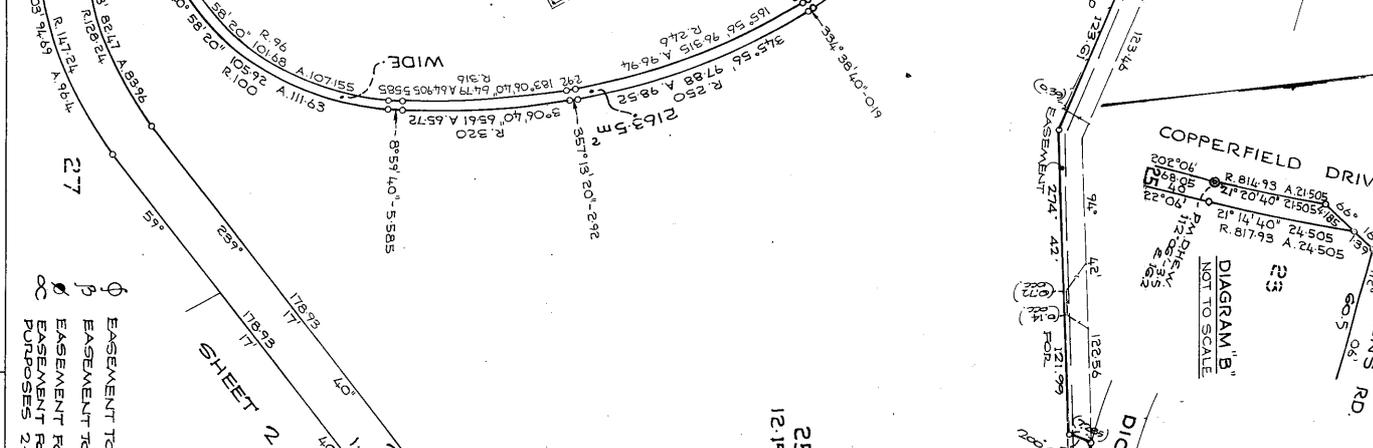
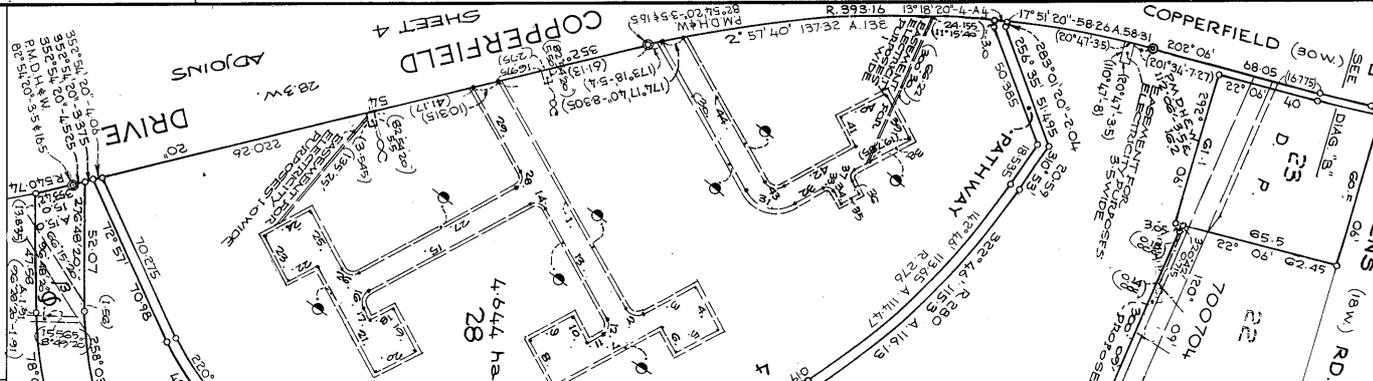
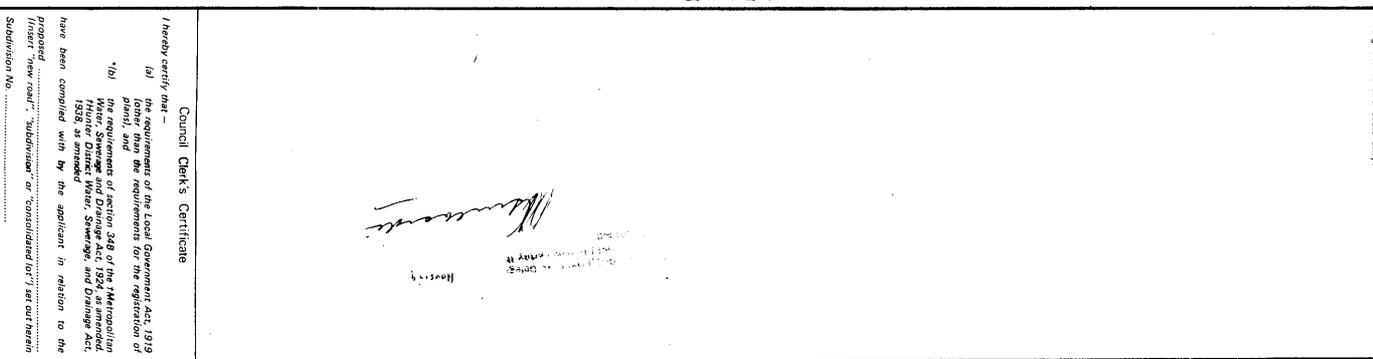
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Lengths are in metres

*[Signature]*  
 Surveyor Registered under Surveying Act 2001  
 SURVEYOR'S REFERENCE: S20585 /CHECKLIST

*[Signature]*  
 Authorised Person/Competent Person/Registered Professional

Signatures and seals only.



No	BEARING	DIST	RAAD	ANC
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3	338° 44'	5.0		
4	328° 44'	7.0		
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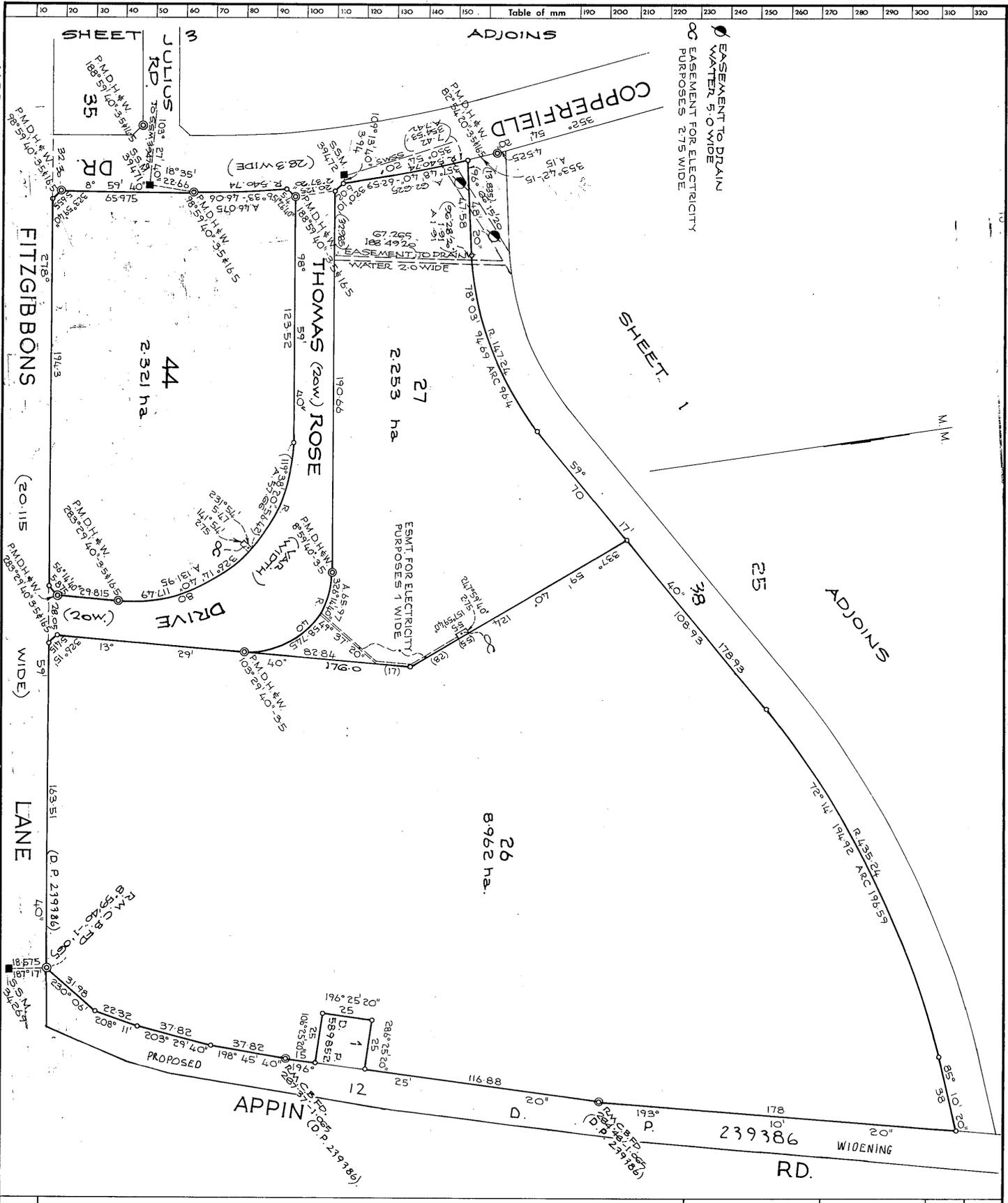
1. TOHAI MALAKSHI RAJAGANTOU  
 2. JAMES CAMPBELL TOWN  
 3. ST. PETER  
 4. CUMBERLAND  
 5. 1:1500  
 6. TORRENS  
 7. D.P. 59880, D.P. 68448, D.P. 58982  
 8. SUBDIVISION PART OF LAND IN D.P. 59880 AND PART LOT 2 IN D.P. 58982 AND PART OF D.P. 88448  
 9. U7322-6  
 10. 1-8-1984  
 11. 1-8-1984  
 12. 4  
 13. 1:1500  
 14. TORRENS  
 15. D.P. 59880, D.P. 68448, D.P. 58982  
 16. SUBDIVISION PART OF LAND IN D.P. 59880 AND PART LOT 2 IN D.P. 58982 AND PART OF D.P. 88448  
 17. U7322-6  
 18. 1-8-1984  
 19. 1-8-1984  
 20. 4  
 21. 1:1500  
 22. TORRENS  
 23. D.P. 59880, D.P. 68448, D.P. 58982  
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 25. U7322-6  
 26. 1-8-1984  
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 29. 1:1500  
 30. TORRENS  
 31. D.P. 59880, D.P. 68448, D.P. 58982  
 32. SUBDIVISION PART OF LAND IN D.P. 59880 AND PART LOT 2 IN D.P. 58982 AND PART OF D.P. 88448  
 33. U7322-6  
 34. 1-8-1984  
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 37. 1:1500  
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 40. SUBDIVISION PART OF LAND IN D.P. 59880 AND PART LOT 2 IN D.P. 58982 AND PART OF D.P. 88448  
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 42. 1-8-1984  
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 93. 1:1500  
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 98. 1-8-1984  
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 102. TORRENS  
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PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

\* OFFICE USE ONLY

Table of mm

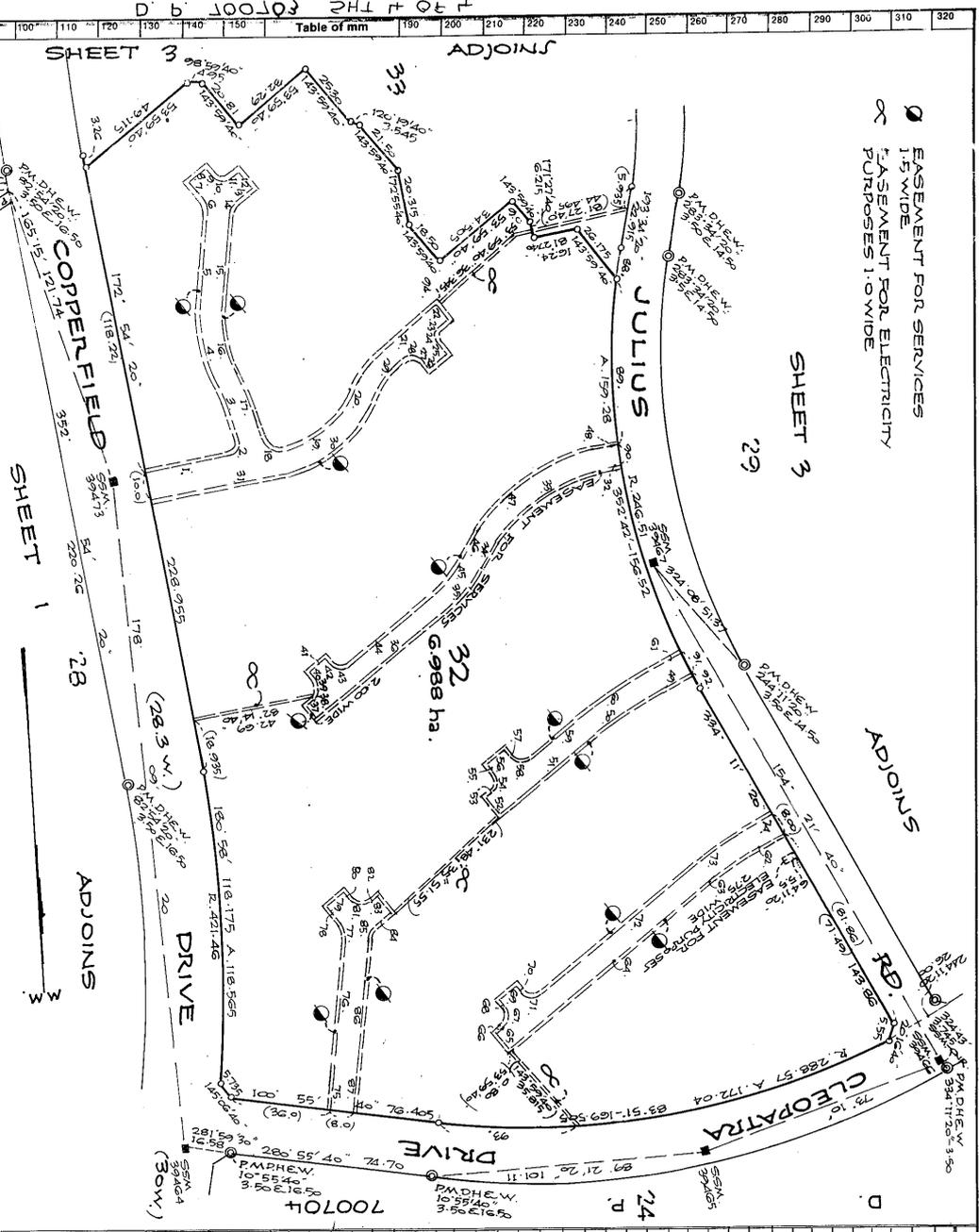


MPD 5.7920 1.19659

Plan Drawing only to appear in this space

<p>D. P. 700703</p> <p>Registered:  1-1984 </p> <p>This is sheet 2 of my plan in 4 sheets dated</p> <p><i>W. Hall</i>          Surveyor registered under Surveyors Act 1929.</p> <p>This is sheet _____ of the plan of _____ sheets covered by my Certificate No. _____</p>	<p>Signatures and seals only.</p> <p>Council Clerk</p>	<p>Reduction Ratio 1: 1500</p> <p>Lengths are in metres</p> <p>SURVEYOR'S REFERENCE 115</p>
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No	BEARING	DIST.	ARC	RAD	No	BEARING	DIST.	ARC	RAD
49	66° 37' 40"	12.22	—	—	50	60° 18' 40"	31.255	31.315	142.0
51	53° 59' 40"	4.42	—	—	52	143° 59' 40"	8.0	—	—
52	143° 59' 40"	4.0	—	—	53	233° 59' 40"	7.07	7.855	5.00
54	143° 59' 40"	4.00	—	—	55	143° 59' 40"	4.00	—	—
56	233° 59' 40"	8.00	—	—	57	233° 59' 40"	4.00	—	—
58	278° 59' 40"	7.07	7.855	5.00	59	233° 59' 40"	22.22	—	—
60	246° 37' 40"	12.22	—	—	61	246° 37' 40"	12.22	—	—
62	64° 11' 20"	13.555	—	—	63	59° 05' 20"	17.06	17.08	98.0
64	53° 59' 40"	96.965	—	—	65	143° 59' 40"	8.0	—	—
66	233° 59' 40"	4.0	—	—	67	233° 59' 40"	7.07	7.855	5.0
68	143° 59' 40"	4.00	—	—	69	233° 59' 40"	8.00	—	—
70	8° 59' 40"	4.00	—	—	71	278° 59' 40"	7.07	7.855	5.0
72	233° 59' 40"	74.965	—	—	73	239° 05' 20"	18.48	18.565	104.0
74	244° 11' 20"	13.555	—	—	75	189° 57' 40"	10.00	10.00	296.0
76	188° 59' 40"	54.50	—	—	77	166° 29' 40"	3.825	3.925	5.0
78	143° 59' 40"	9.27	—	—	79	233° 59' 40"	8.00	—	—
80	323° 59' 40"	4.00	—	—	81	278° 59' 40"	7.07	7.855	5.0
82	233° 59' 40"	4.00	—	—	83	323° 59' 40"	8.00	—	—
84	53° 59' 40"	9.27	—	—	85	31° 29' 40"	3.825	3.925	5.0
86	8° 59' 40"	54.50	—	—	87	9° 57' 40"	10.67	10.27	304.0
88	192° 23' 20"	10.16	10.16	246.51	89	3° 53' 40"	63.005	63.18	246.51
90	355° 35' 40"	8.00	8.00	246.51	91	336° 37' 40"	8.00	8.00	246.51
92	324° 57'	6.50	6.50	246.51	93	95° 50' 20"	51.165	51.235	288.57
94	323° 59' 40"	0.35	—	—					

SCHEDULE OF EASEMENT BOUNDARIES & CONNECTIONS

No	BEARING	DIST.	ARC	RAD	No	BEARING	DIST.	ARC	RAD
1	262° 64' 20"	31.085	—	—	17	344° 10'	25.415	25.455	134.00
2	215° 32'	7.355	8.27	5.0	18	306° 15' 20"	6.865	7.565	5.0
3	163° 26' 40"	20.745	20.76	126.0	19	235° 02' 20"	35.52	36.96	38.0
4	173° 51' 20"	36.03	36.455	69.0	20	220° 35'	22.32	22.465	46.0
5	188° 59' 40"	30.00	—	—	21	233° 59' 40"	22.00	—	—
6	166° 29' 40"	3.825	3.925	5.0	22	323° 59' 40"	8.00	—	—
7	143° 59' 40"	9.27	—	—	23	53° 59' 40"	4.00	—	—
8	233° 59' 40"	8.00	—	—	24	8° 59' 40"	7.07	7.855	5.0
9	323° 59' 40"	4.00	—	—	25	323° 59' 40"	4.00	—	—
10	278° 59' 40"	7.07	7.855	5.0	26	53° 59' 40"	8.00	—	—
11	233° 59' 40"	4.00	—	—	27	143° 59' 40"	4.00	—	—
12	93° 59' 40"	8.00	—	—	28	98° 59' 40"	7.07	7.855	5.0
13	53° 59' 40"	9.27	—	—	29	46° 35'	18.55	18.72	40.0
14	31° 29' 40"	3.825	3.925	5.0	30	55° 02' 20"	43.00	44.745	46.0
15	8° 59' 40"	30.00	—	—	31	82° 54' 20"	49.27	—	—
16	355° 51' 20"	31.855	32.23	61.0	32	85° 35' 40"	3.30	—	—

Registered D. P. 700703 1-8-1984

This is sheet 4 of my plan in 4 sh. as dated

Surveyor registered under Surveyors Act 1929.

of the plan of Sheets covered by my Certificate No.

Signatures and seals only.

Council Clerk

Reduction Ratio 1: 1500

Lengths are in metres

Surveyors Reference: 11554C4

S.7920 1.19659 Plan Drawing only to al.

Table of mm

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919.**

**DP700703**

(Sheet 1 of 4 Sheets)

Lengths are in metres.

**PART 1.**

Plan: **DP700703**  
Subdivision of part of the land in DP 59680, and part of Lot 2 in DP 589852 and part of d.p. 88448.

Full name and address of proprietor of the land  
The Housing Commission of New South Wales  
302 Castlereagh Street  
SYDNEY 2000.

1. Identity of easement firstly referred to in abovementioned plan  
Easement for services 1.5 wide

Schedule of lots etc. affected

Lots burdened 29, 32, 36  
Name of Authority benefited Prospect County Council  
Australian Gaslight Company  
Telecom Australia

2. Identity of easement secondly referred to in abovementioned plan  
Easement for services 2 wide

Schedule of lots etc. affected

Lots burdened 29, 32, 36  
Name of Authority benefited Prospect County Council  
Australian Gaslight Company  
Telecom Australia

3. Identity of easement thirdly referred to in abovementioned plan  
Easement to drain water 2 wide

Schedule of lots etc. affected

Lots burdened 27  
Lots benefited 27  
Name of Authority benefited Thomas Rose Drive

4. Identity of easement fourthly referred to in abovementioned plan  
Easement to drain water 5 wide

Schedule of lots etc. affected

Lots burdened 27, 28, 30, 32, 33, 34  
Lots benefited 27, 28, 30, 32, 33, 34  
Name of Authority benefited Prospect County Council

5. Identity of easement fifthly referred to in abovementioned plan  
Easement for electricity purposes 1 wide

Schedule of lots etc. affected

SIGNED by me PATRICK JAMES GUILFOYLE as Delegate of the Housing Commission of New South Wales and I hereby certify that I have no notice of the revocation of such delegation.

*Patrick James Guilfoyle*

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

**DP700703**

(Sheet 2 of 4 sheets)

Lengths are in metres

**PART 1.**

Plan: **DP700703**  
Subdivision of part of the land in DP 59680 and part of Lot 2 in DP 589852 and part of d.p. 88448.

Full name and address of proprietor of the land  
The Housing Commission of New South Wales  
302 Castlereagh Street  
SYDNEY 2000.

6. Identity of easement sixthly referred to in abovementioned plan  
Easement for electricity purposes 2.75 wide

Schedule of lots etc. affected

Lots burdened 27, 28, 32, 33, 44  
Name of Authority benefited Prospect County Council

7. Identity of easement seventhly referred to in abovementioned plan  
Easement for electricity purposes 3.5 wide

Schedule of lots etc. affected

Lots burdened 25  
Lots benefited 25  
Name of Authority benefited Prospect County Council

8. Identity of easement eighthly referred to in abovementioned plan  
Easement to drain water variable width

Schedule of lots etc. affected

Lots burdened 34  
Name of Authority benefited The Council of the City of Campbelltown

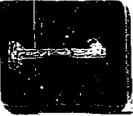
SIGNED by me PATRICK JAMES GUILFOYLE as Delegate of the Housing Commission of New South Wales and I hereby certify that I have no notice of the revocation of such delegation.

*Patrick James Guilfoyle*

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 20th May, 1991



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AMENDMENTS AND/OR ADDITIONS MADE ON  
PLAN IN THE LAND TITLES OFFICE



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 20th May, 1991



DP700703

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Lengths are in metres (Sheet 3 of 4 sheets)

PART 1.

Plan: Subdivision of part of the land in DP 59680 and part of lot 2 in DP 589852 and part of D.P. 88448.

Full name and address of Proprietor of the Land: The Housing Commission of New South Wales 302 Castlereagh Street SYDNEY 2000.

PART 2.

1. Terms of easement for services 1.5 and 2 wide firstly and secondly referred to in abovementioned plan.

An easement for full and free right for any of the Authorities hereby benefited and for all persons authorised by them to make, lay out, construct, erect, install, carry, maintain and use through, above, on and under the lot hereby burdened all drains, pipes, conduits, poles, wires or other equipment and materials necessary to provide and carry all or any of electricity, gas or telephone to and from the lot hereby burdened together with the right for the Authorities and all persons authorised by them with any tools, implements, vehicles or machinery necessary for the purpose, to enter upon the lot hereby burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining or renewing such equipment or any part thereof and for the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the Authorities and the persons authorised by them shall take all reasonable precautions to ensure free access and minimum disturbance to the surface of the lot hereby burdened and the Authorities hereby benefited shall restore without delay that surface as nearly as practicable to its original condition. The registered proprietors of the lots hereby burdened shall not allow any posts or structures to be erected nor shall they alter the existing level of the surface or allow any trees or shrubs to be planted upon the servient tenement. Provided always that before any act or thing in the exercise of any rights or powers hereby granted and during the progress thereof the Authority shall do everything reasonably necessary to obviate risk of injury and/or damage to persons and property being in upon or in the vicinity of the servient tenement or the lot hereby burdened.

SIGNED by me PATRICK JAMES GUILFOYLE as Delegate of the Housing Commission of New South Wales and I hereby certify that I have no notice of the revocation of such delegation.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919.

DP700703

(Sheet 4 of 4 sheets)

PART 2.

Plan: Subdivision of part of the land in DP 59680, and part of lot 2 in DP 589852 and part of D.P. 88448.

Full name and address of Proprietor of the Land: The Housing Commission of New South Wales 302 Castlereagh Street SYDNEY 2000.

2. Terms of easement for electricity purposes 1 wide firstly and secondly referred to in the abovementioned plan.

An easement for the transmission of electricity with full and free right leave liberty and licence for the the Council and its successors to erect construct place repair renew maintain use and remove underground electricity transmission mains wires cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the said easement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and for the purposes of the erection construction and placement of the electricity transmission mains wires cables and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors workmen vehicles materials machinery or implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary materials machinery implements and things AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected on over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface under surface or subsoil thereof without the Council's permission in writing being first had and obtained PROVIDED that anything permitted by the Council in all respects in accordance with the reasonable requirements of the Council and to the reasonable satisfaction of the Engineer of the Council for the time being.

3. Terms of easement for electricity purposes 2.75 wide and 3.5 wide firstly and secondly referred to in the abovementioned plan.

An easement for the transmission of electricity and for that purpose to install all necessary equipment (including transformers and underground transmission mains wires and cables) together with the right to come and go for the purpose of inspecting maintaining repairing replacing and/or removing such equipment and every person authorised by the Prospect County Council to enter into and upon the said easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors workmen vehicles things or persons and to bring necessary materials machinery implements and things and place and leave thereon or remove therefrom all necessary materials machinery implements and things provided that the Prospect County Council and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as near as practicable to its original condition.

SIGNED by me PATRICK JAMES GUILFOYLE as Delegate of the Housing Commission of New South Wales and I hereby certify that I have no notice of the revocation of such delegation.



AMENDMENTS AND/OR ADDITIONS MADE ON											
PLAN IN THE LAND TITLES OFFICE											
10	20	30	40	50	60	70	Table of mm	110	120	130	140
This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 20th May, 1991											



INSTRUMENT SETTING OUT INTERESTS CREATED  
PURSUANT TO SECTION 88B, CONVEYANCING ACT,  
1919, LODGED WITH DP 700703  
~~DP 700703~~  
11/8/1994

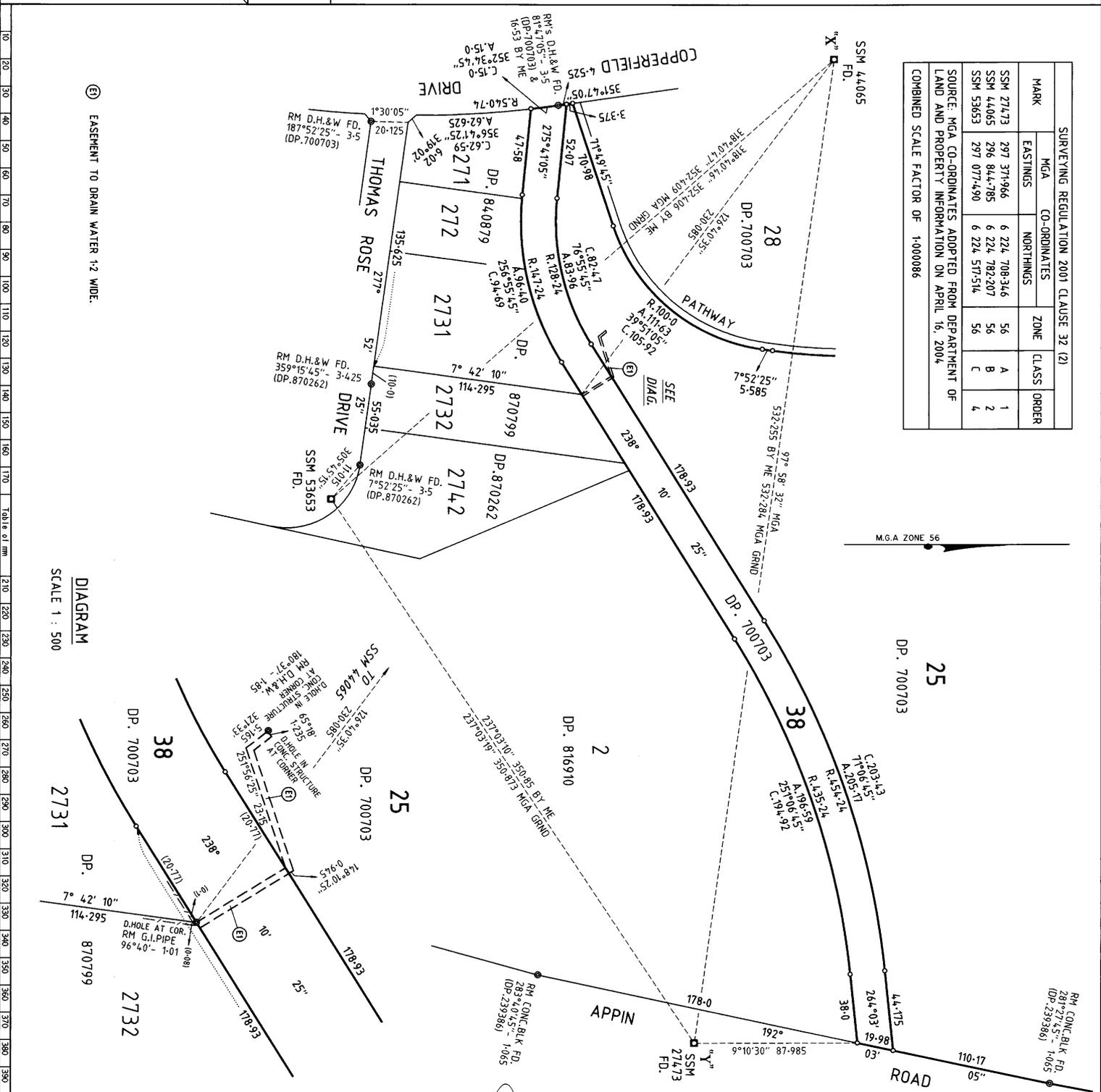
SIGNED by me, **JAN MCGRATH**, Solicitor as Delegate of the New South Wales Land and Housing Corporation and I hereby certify that I have no notice of the revocation of such delegation.

*J.M. McGrath*

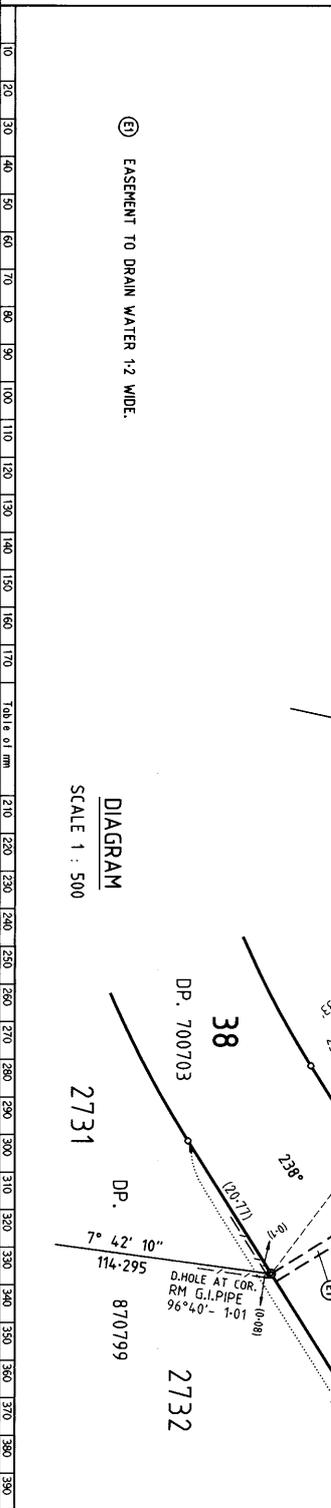
SURVEYING REGULATION 2001 CLAUSE 32 (2)				
MARK	MGA CO-ORDINATES	ZONE	CLASS	ORDER
SSM 27473	297 374966	6 224 708346	56	A
SSM 44065	296 844785	6 224 782207	56	B
SSM 53653	297 077490	6 224 571514	56	C
			56	4

SOURCE: MGA CO-ORDINATES ADOPTED FROM DEPARTMENT OF LAND AND PROPERTY INFORMATION ON APRIL 16, 2004.

COMBINED SCALE FACTOR OF 1.000086



PLAN APPROVED ..... Authorized officer  
 Crown Lands Office Approval  
 Subdivision Certificate  
 Certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed  
 \* (insert 'subdivision' or 'new road' set out herein)  
 \* Authorized Person/General Manager/Accredited Certifier  
 Consent Authority:  
 Date of Endorsement:  
 Accreditation No.:  
 Subdivision Certificate No.:  
 File No.:  
 Note: This plan is to be lodged electronically in the Land Titles Office of New South Wales in accordance with the provisions of s.109J of the Environmental Planning and Assessment Act 1979.  
 \* (insert wherever it applies)  
 SURVEYORS REFERENCE 20585/CHECKLIST



Registered: **DP1074991**  
 28°27'45" S 106°55'10" E  
 C.A.:  
 Title System: TORRENS  
 Purpose: EASEMENT  
 Ref. Map: U7322-64  
 Last Plan: DP 700703

PLAN FOR CREATION OF EASEMENT OVER LOT 25 AND LOT 38 DP.700703

Lengths are in metres. Reaction Ratio: 1:1500

LG: CAMPBELLTOWN  
 Locality: ROSEMEADOW  
 Parish: ST. PETER  
 County: CUMBERLAND

This is Sheet 1 of my plan in (insert II if applicable) streets

I, **ROBERT STEVEN CANCER** of P.O. BOX 3070 LIVERPOOL, WESTFIELD 2170 a surveyor registered under the Surveying Act, 2002, hereby certify that the survey represented in this plan is accurate, has not been altered since the date of completion on 23/04/2004 and was completed on 23/04/2004.

The survey requires to: EASEMENT E1

Signature: *Robert Steven Cancer*  
 Date: 23/04/2004  
 Surveyor registered under the Surveying Act 2002

Zone: Station/leveling

Pins used in preparation of survey/completion: DP.700703, DP.870262, DP.870799

PANEL FOR USE ONLY for statements of intention, drainage easements, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:-  
 1) EASEMENT TO DRAIN WATER 12 WIDE.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SCALE 1 : 500

DIAGRAM

EASEMENT TO DRAIN WATER 12 WIDE.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED  
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 1 of 2 sheets)

**PART 1**

**DP1074991**

PLAN

Creation of Easement over Lot 25 and  
Lot 38 DP700703  
~~Covered by Council Clerk's Certificate  
No. \_\_\_\_\_ of \_\_\_\_\_~~

Full name and address of  
Registered Proprietors of Land:

New South Wales Land and Housing Corporation  
223-239 Liverpool Road  
ASHFIELD NSW 2131

1. Identity of Easement firstly referred  
to in abovementioned plan.

Easement to Drain Water 1.2 Wide

Schedule of lots etc. affected.

Lots burdened

Lots Benefited

Lot 25 and Lot 38 DP700703

Lot 2732 DP870799

**PART 2**

Name of Authority empowered to release, vary or modify the Easement firstly referred to in the  
abovementioned plan.

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

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED  
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 2 of 2 sheets)

**PART 2**

PLAN

Creation of Easement over Lot 25 and  
Lot 38 DP700703  
~~Covered by Council Clerk's Certificate~~  
No. \_\_\_\_\_ of \_\_\_\_\_

**DP1074991**

Signed by a delegate of New South Wales  
Land and Housing Corporation.

*I. W. McGrath*

SIGNED by me, IAN McGRATH, Solicitor as  
Delegate of the New South Wales Land and  
Housing Corporation and I hereby certify  
that I have no notice of the revocation of  
such delegation.

.....  
Signature of Witness

.....  
Name of Witness (BLOCK LETTERS)

.....  
Address and Occupation of Witness

REGISTERED  20-10-2004



AR53665T

Form: 15CH  
Release: Quarry

**CONSOLIDATION/  
CHANGE OF BY-LAWS**  
New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE 

For the common property CP/SP 79964
--

(B) LODGED BY 

Document Collection Box  <b>573X</b>	Name		CODE  <b>CH</b>
	Company	Network Strata Services Pty Limited	
	Address	P O BOX 265 HURSTVILLE BC NSW 1481	
	E-mail	admin@netstrata.com.au	Contact Number 1300 638 787
	Customer Account Number	123421L	Reference 79964

- (C) The Owner-Strata Plan No. 79964 certify that a special resolution was passed on 15/3/2021
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special By-Law 1,2  
Amended by-law No. NOT APPLICABLE  
as fully set out below :

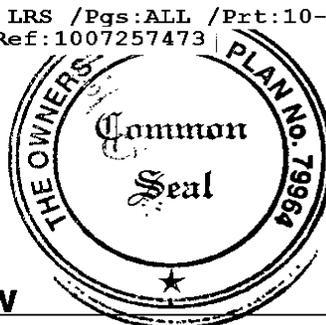
(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A

(G) The seal of The Owners-Strata Plan No. 79964 was affixed on in the presence of 7/5/2021 the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :   
Name : Anita Dalag- Netstrata  
Authority : Appointed Managing Agent  
  
Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Authority : \_\_\_\_\_



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.



## By-Laws

ANNEXURE A

### **Strata Plan 79964 7 THOMAS ROSE DRIVE ROSEMEADOW**

**The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 19/12/2007**

#### **1 Noise**

An owner or occupier of a lot must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

#### **2 Vehicles**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

#### **3 Obstruction of Common Property**

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

#### **4 Damage to Lawns and Plants on Common Property**

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:  
(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or  
(b) use for his or her own purposes as a garden any portion of the common property.

#### **5 Damage to Common Property**

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
  - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

Report Date: 7th May 2021



## **Strata Plan 79964**

### **7 THOMAS ROSE DRIVE ROSEMEADOW**

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#### **6 Behaviour of Owners and Occupiers**

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

#### **7 Children Playing on Common Property in Building**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

#### **8 Behaviour of Invitees**

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

#### **9 Depositing Rubbish and Other Material on Common Property**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

#### **10 Drying of Laundry Items**

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

#### **11 Cleaning Windows and Doors**

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

#### **12 Storage of Inflammable Liquids and Other Substances and Materials**

(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for

## **Strata Plan 79964**

### **7 THOMAS ROSE DRIVE ROSEMEADOW**

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domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

#### **13 Moving Furniture and Other Objects on or Through Common Property**

(1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.

(2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.

(3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

#### **14 Floor Coverings**

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

#### **15 Garbage Disposal**

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

(b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and

(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and

(e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

(a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that

## **Strata Plan 79964**

### **7 THOMAS ROSE DRIVE ROSEMEADOW**

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thing was spilled.

(3) An owner or occupier of a lot must:

(a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and

(b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

(4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

#### **16 Keeping of Animals**

(1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

#### **17 Appearance of Lot**

(1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

#### **18 Change in Use of Lot to be Notified**

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

#### **19 Provision of Amenities or Services**

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

(a) window cleaning,

(b) garbage disposal and recycling services

(c) electricity, water or gas supply

(d) telecommunication services (for example, cable television)

(2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note: Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.



## **Strata Plan 79964**

### **7 THOMAS ROSE DRIVE ROSEMEADOW**

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Section 116 and 117

You must not interfere with any support or shelter provided by your lot for another lot or the common property.

You must not interfere with the passage or provision of water, sewerage, drainage, gas or other similar services.

You must not use or enjoy the common property in a way that may interfere unreasonably with another resident's use and enjoyment of common property or the residents lot.

You must give the owners corporation at least 14 days written notice before altering the structure of your lot. You must say in the notice what the alterations are going to be. The owners corporation can stop alteration to a lot if it interferes with the common property or any support to the rest of the building.

### **The Following are the Special By-laws registered with the scheme.**

#### **1 Minor Renovations By-law**

**Registration Date: 04/05/2021**

##### **1. Intention**

The intention of this By-law is;

- i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
- ii. Define what Minor Works may be approved by the committee,
- iii. Provide owners with an application process to have their Minor Works approved,
- iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

##### **2. Definitions**

- i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
- ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
  - a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
  - b. Renovating any other room within a lot (not including structural works)
  - c. Changing or installing recessed light fittings,
  - d. Installing or replacing wood or other hard floors,
  - e. Installing or replacing wiring or cabling or power or access points,
  - f. Work involving reconfiguring walls,
  - g. Installing or replacing pipes and duct work,
  - h. Installing a rainwater tank,
  - i. Installing a clothesline,
  - j. Installing a reverse cycle split system or ducted air-conditioning system,
  - k. Installing double or triple glazed windows,
  - l. Installing a heat pump or hot water service,
  - m. Installing ceiling, wall or floor insulation,
  - n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
  - o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
  - p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
  - q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

##### **3. Authority to approve Minor Renovations**

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.

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Report Date: 7th May 2021

**Strata Plan 79964****7 THOMAS ROSE DRIVE ROSEMEADOW**

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- ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
- vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
- vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
- viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

**4. Application Process**

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- ii. A description of the Minor Renovations proposed,
- iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
  - a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
  - b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
- iv. Details of how any rubbish and debris will be disposed of during the construction process,
- v. The estimated duration of the work,
- vi. Other information that the committee may require in order to process the application.

**5. Terms and Conditions that will apply to all approvals**

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.

- i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
  - ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
  - iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
  - iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
  - v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
  - vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
  - vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.

## **Strata Plan 79964**

### **7 THOMAS ROSE DRIVE ROSEMEADOW**

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(3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;

- i. The supply of a Dilapidation Report prior to the commencement of the works,
- ii. The supply of additional expert reports relevant to the proposed works,
- iii. Payment of a Bond before commencement of the works,
- iv. Conditions surrounding noise and proposed times of work,
- v. Provisions for cleaning and removal of debris,
- vi. Conditions surrounding access to common property for trades, equipment and vehicles.
- vii. Any other matter relevant to the application.

## **2 Major Building Work (Major Renovations) By-Law**

### **Registration Date: 04/05/2021**

#### **1. Approval of Owners Corporation required**

Owners must not carry out or commence to carry out Major Building Works unless the works and the plans and specification relating to the works are first approved by the Owners Corporation in the manner contemplated by this by-law.

#### **2. Application to the Owners Corporation**

An Owner wishing to procure the approval of the Owners corporation to Major Building Works must:

- (a) make an application in writing to the Managing Agent (or if a managing agent has not been appointed, to the Secretary);
- (b) include with the application;
  - (i) any fee prescribed by the Owners Corporation
  - (ii) detailed plans and specifications for the Major Building Works;
  - (iii) a description of the proposed Major Building Works; and
  - (iv) information as to:
    - A. whether the proposed Major Building Works are to Common Property or may affect Common Property in any way; and
    - B. whether the proposed Major Building Works will or are likely to impact on or affect the structural integrity of the Building.

#### **3. Rights in Owners Corporation**

(a) in order for the Owners Corporation to process an application for approval for Major Building Works, the Owners Corporation may:

- (i) require the applicant to submit further information, such as further plans, specifications or reports;
  - (ii) waive the requirement to submit detailed plans and specifications;
  - (iii) require the applicant to provide a report or certification from a suitably qualified consultant (approved by the Owners Corporation and addressed to the Owners Corporation) confirming the proposed Major Building Works will not impact on the structural integrity of the Building; or
  - (iv) appoint a consultant to review any material or any information provided by the applicant and to make recommendations (the Owners Corporation may require the applicant to pay for or accept responsibility for payment of the consultant's fee)
- (b) in processing an application, the Owners Corporation:
- (i) may act in its own discretion;
  - (ii) approve it unconditionally or may impose conditions; and
  - (iii) may disregard its previous decisions.
- (c) In processing an application, the Owners Corporation may require the payment of a bond:
- (i) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation in connection with the Major Building Works
  - (ii) to be applied by the Owners Corporation towards rectification of any possible damage to Common Property as a result of carrying out the Major Building Works; and

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Report Date: 7th May 2021

## **Strata Plan 79964**

### **7 THOMAS ROSE DRIVE ROSEMEADOW**

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(iii) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its rights and functions under this by-law.

(d) the role of the Owners Corporation in processing and approving an application is procedural only. The Owners Corporation does not take any responsibility for the adequacy or appropriateness of any approval it may give.

(e) If the Owners Corporation has not approved an application for Major Building Works within 42 days of receiving the application then the Owners Corporation will be regarded as not approving the application before it.

(f) The Owners Corporation may revoke an approval if an Owner does not comply with the conditions in the approval.

#### **4. Pre-conditions to commencing to carry out Major Building Works**

(a) the provisions of this by-law apply to all Major Building Works, whether to a Lot or to Common Property.

(b) Owners must not commence to carry out Major Building Works unless:

(i) the Owners Corporation has approved the works in accordance with this by-law (clause 1).

(ii) the Owners Corporation has approved the plans and specifications for the Major Building Works in accordance with this by-law (clause 1).

(iii) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;

(iv) all relevant insurances (if applicable) are in place and copies of the policy and the certificate of Currency provided to the Owners Corporation;

(v) the bond (if any) required by the Owners Corporation has been paid to the Owners Corporation;

(vi) the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the Major Building Works; and

(vii) the Owners Corporation has been given details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)).

#### **5. Pre-conditions to commencing to carry out Major Building Works to Common Property**

(a) the provisions of this by-law apply to Major Building Works to Common Property

(b) if Major Building Works (or some part of them) are to Common Property, then in addition to complying with other relevant parts of this by-law, the Owner to whom approval has been given must not commence to carry out the Major Building Works unless:

(i) a special resolution has first been passed at a meeting of the Owners Corporation specifically authorizing the carrying out of the works; and

(ii) if the ongoing maintenance of the Common Property affected by the works is to be the responsibility of the Owner:

A. a special resolution has first been passed at a meeting of the Owners Corporation stipulating the ongoing maintenance of the relevant parts of the Common Property is the responsibility of the Owner;

B. the Owners Corporation has made and registered a by-law to that effect; and

C. the Owner has given the Owners Corporation its approval to the making of the by-law

#### **6. Condition when carrying our Major Building Works**

When carrying out Major Building Works an Owner to whom approval has been granted must:

(a) comply with the reasonable requirements of the Owners Corporation and any conditions in the approval from the Owners Corporation;

(b) comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;

(c) ensure the works are carried out in a proper and workmanlike manner;

(d) use only qualified and, where appropriate, licensed tradesmen;

(e) ensure the works are carried out without undue delay;

(f) ensure no materials, tools, rubbish, or debris are left lying about the Common Property;

(g) cause as little disturbance to other Owners and Occupiers as is practicable;

(h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;

(i) ensure no damage is caused to Common Property, or if damage is caused, immediately make good that

## **Strata Plan 79964**

### **7 THOMAS ROSE DRIVE ROSEMEADOW**

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damage;

- (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused immediately make good that damage; and
- (k) ensure the works are only carried out within the times permitted by any Development Consent or (if applicable) within the times permitted by the approval from the Owners Corporation.

#### **7. Access to Common Property**

The Owner to whom approval has been granted to carry out Major Building Works is authorized access to all relevant parts of the Common Property for the purposes of carrying out the Major Building Works for such reasonable period of time as may be necessary to carry out the Major Building Works (or for such time as permitted in any approval to the Major Building Works from the Owners Corporation)

#### **8. Completion of Major Building Works**

On completion of Major Building Works, the Owner who has carried out the works must:

- (a) ensure all rubbish and debris caused by the works is removed from the Building and environs;
- (b) ensure the Common Property is left clean and tidy;
- (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works; and
- (d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed Major Building Works do not impact on the structural integrity of the Building or upon Common Property.

#### **9. Major Building Works must comply with Laws and requirements of Authorities**

An Owner who has carried out Major Building Works must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

#### **10. Indemnity**

An Owner who has carried out Major Building Works agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

- (a) in connection with the major Building Works (including costs for approving the Major Building Works); and
- (b) arising out of damage to property (including, without limitation, to the Common Property) or injury to persons as a result of carrying out the Major Building Works or resulting from the Major Building Works once installed.

#### **11. Right in Owners Corporation to remedy**

At its discretion, the Owners Corporation may:

- (a) perform any obligation which an Owner has failed to perform, within a reasonable time after written notice from the Owners Corporation;
- (b) enter any part of the Parcel to carry out its rights in this by-law; and
- (c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner of the relevant Lot, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 10% per annum, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

#### **12. Future alteration to Major Building Works**

Owners and Occupiers must not make any alterations, additions or modifications to Major Building Works, once installed, without following the procedures in this by-law.

#### **13. Major Building Works Not Permitted to Remain**

Owners must not permit to remain on their Lot or Common Property any Major Building Works which have not been approved by the Owners Corporation in accordance with this by-law. This provisions of this by-law do not



**Strata Plan 79964**  
**7 THOMAS ROSE DRIVE ROSEMEADOW**

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apply to any Major Building Works carried out prior to the date of registration of this by-law.

14. Development Consent

Approval by the Owners Corporation to a Development Application must not be regarded as approval by the Owners Corporation to carry out the Major Building Works the subject of the Development Application. Approval of the Owners Corporation to the Major Building Works must be obtained following the procedures in this by-law.



A handwritten signature in black ink, appearing to be 'AJ' or similar initials.

SP79964

APPROVED FORM 27  
By-Laws

*eh*

1. The Residential Model By-Laws are adopted for this scheme along with Option A and the By-Laws herein.

2. Definitions

In this Special By-Law:

- a. **Authority** means Sydney Water or any other authority servicing the SPS from time to time.
- b. **Burdened Land** means that part of the common property and any other lot within the strata scheme burdened by the SPS in accordance with this special By-Law.
- c. **Lots** means Lots 11 and 12.
- d. **SPS** means the sewerage pump system described as the "Sewerage Pumpout Line, Pump Station, Pump Valve and Associated Service Equipment Serving Lot 11 and 12" on the Strata Plan and includes
  - i. The pump out valve box located in the north west corner of Lot 9;
  - ii. The Pump station located in the north east corner of Lot 12;
  - iii. The pump out sewerage line running adjacent to the north west boundary of the strata scheme on Lots 9, 10, 11 and 12; and
  - iv. Any associated service equipment.
- e. **Owner** means the registered proprietor of any one or more of the Lots and where relevant any person authorised by that Owner.
- f. **Owners Corporation** means the owners corporation for the strata scheme.

3. Confirmation of Common Property

The SPS is common property.

4. Exclusive Benefit

The Lots have the exclusive benefit and right to the SPS for the purposes of:

- a. The drainage of sewage and other waste material and fluid in the quantities permitted by the relevant Authority from time to time; and
- b. using any pipe or pipes in replacement or in substitution of the SPS or any part thereof and where no such line of pipes or part exists, to lay, place and maintain a line of pipes or parts of sufficient internal diameter beneath the surface; and
- c. the Owner, with any tools, implements, or machinery, necessary to enter upon the Burdened Land and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing the SPS or any part thereof and for any of the aforesaid purposes to open the soil of the Burdened Land to such extent as may be necessary provided that the Owner will take all reasonable precautions to ensure as little disturbance as possible to the surface of the Burdened Land and will restore that surface as nearly as practicable to its original condition.

5. Owners Obligations

The benefit granted to the Owners in this Special By-Law is subject to and conditional on:



*And*

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Sbt 1 of 2 sheets

# SP/9964

- j. The Owners maintaining and keeping the SPS in a state of good and serviceable repair to the absolute satisfaction of the Owners Corporation; and
- k. The Owners complying with all requirements of the Authority in respect of the SPS.

## 6. A. Costs

- l. The Owners are jointly and severally liable for all the costs of the SPS including without limitation:
  - i. Installing the SPS;
  - ii. Maintaining and keeping the SPS in accordance with this Special By-Law;
  - iii. the operating costs of the SPS including all rates and charges imposed by any Authority;
  - iv. if required, installing separate metering for the SPS.
- m. The Owners Corporation may at the cost of the Owners do anything with respect to the SPS which should have been done by the Owners which has not been done or not been done properly.
- n. The Owners Corporation and any person authorised by it may enter the Owners lot or any other lots necessary exercise its rights under clause 5(b) above.

Signed by Orzybuild Pty Ltd by:



Asim Hussain  
sole director/secretary

Mortgagee under Mortgage No. 9395968  
Signed at Sydney this 21st day of  
NOVEMBER 2007 for National  
Australia Bank Limited ABN 12 004 044 937  
by LYNETTE IRENE DARBY  
its duly appointed Attorney under Power of  
Attorney No. 39 Book 4512

  
.....  
Manager

.....  
Witness/Bank Officer SEFIKE KIRIKKAYA  
255 George Street, Sydney NSW

REGISTERED  19.12.2007 

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snt 2 of 2 sheets



## Approved Form 10

### Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

\*that the initial period has expired.

~~\*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

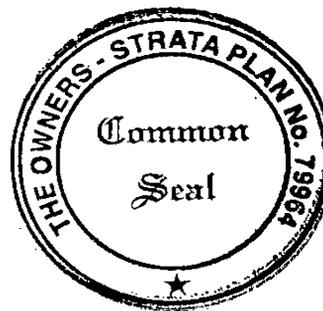
The seal of The Owners - Strata Plan 79964 was affixed 07/05//2021 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.



Signature: .....

Name: **Anita Dalag of Netstrata**

Authority: **Appointed Managing Agent**





NSW Land Registry Services  
175 Liverpool Street, Sydney 2000  
GPO Box 15, Sydney NSW 2001  
[www.nswlrs.com.au](http://www.nswlrs.com.au)

## CONVEYANCING RULES Exemptions Form

Please accept this paper lodgment as it is an exemption to the electronic lodgment requirements. The reason has been indicated below.

**This form must be lodged with every paper required dealing (as defined in the Conveyancing Rules Version 5)**

### Exclusions

- Folio of the Register is not Electronically Tradeable
- If an ELN is not available and has not been available for one clear Business Day.

### Waivers

- CR 1/2018 – Non ELN-Enabled Jurisdictions. (For Mortgage transactions)

Non ELN-enabled Jurisdictions are currently Northern Territory, Tasmania and the Australian Capital Territory.

- CR 2/2018 – Non-Land Securities.

Refinance transactions involving non-land securities which cannot be lodged through an ELN may be lodged manually.

- CR 1/2020 – Certifications

This waiver applies to any National Mortgage Form lodged in paper signed on or before 30 June 2021.

x CR 1/2021 – Required dealing exceptions.

Waiver exception number: 23.1 (Insert the number which corresponds to exception relied on) For a list of exceptions to the mandated dealings see:

[https://www.registrargeneral.nsw.gov.au/data/assets/pdf\\_file/0006/967200/Conveyancing-Rules-Waiver-CR1-2021.pdf](https://www.registrargeneral.nsw.gov.au/data/assets/pdf_file/0006/967200/Conveyancing-Rules-Waiver-CR1-2021.pdf)

**Issue Date:** 11 July 2025  
**Application Number:** 202502980  
**Receipt Number:** 6679099

Sheree Hayden Conveyancing  
PO Box 4176  
BRADBURY NSW 2560

Your Reference: 7473:61873

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

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

**Property Address:** Unit 5/7 Thomas Rose Drive  
ROSEMEADOW NSW 2560

**Property Description:** Lot 5 SP 79964

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

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

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

**Planning Instrument:** Campbelltown LEP 2015

**Effect:** E1 Local Centre

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

**Local environmental plan (LEP)**

Campbelltown LEP 2015

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

**State environmental planning policies (SEPPs)**

SEPP (Primary Production) 2021

SEPP (Resources and Energy) 2021

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

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

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

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

**Draft local environmental plans (LEPs)**

None

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

**Draft State environmental planning policies (SEPPs)**

None

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

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

Campbelltown (Sustainable City) DCP 2015

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

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

**ITEM 2 – Zoning and land use under relevant planning instruments**

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

E1 Local Centre

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

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

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

**ITEM 3 – Contribution plans**

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

Campbelltown Local Infrastructure Contributions Plan 2018 (Amendment 1)

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

The State Government's 'Housing and Productivity Contribution' may also apply to particular new developments on the land. For more information, visit [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au) and search for 'Housing and Productivity Contribution'.

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

**ITEM 4 – Complying development**

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

Housing Code – on all of the land

Housing Alterations Code – on all of the land

Commercial and Industrial Alterations Code – on all of the land

Subdivisions Code – on all of the land

Rural Housing Code – on all of the land

General Development Code – on all of the land

Demolition Code – on all of the land

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

Fire Safety Code – on all of the land

Low Rise Housing Diversity Code – on all of the land

Container Recycling Facilities Code – on all of the land

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

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

Greenfield Housing Code – on any part of the land

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

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

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

**Note:** *Despite any references above advising that complying development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements*

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

*contained in the remainder of State Environment Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State environment planning policy in detail to ensure that specific types of complying development may be undertaken on the land.*

**ITEM 5 – Exempt development**

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

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

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

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

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

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

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

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

**ITEM 6 – Affected building notices and building product rectification orders**

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

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

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

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

**ITEM 7 – Land reserved for acquisition**

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

**ITEM 8 – Road widening and road realignment**

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

**ITEM 9 – Flood related development controls**

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

*flood planning area* has the same meaning as in the Floodplain Development Manual.

*Floodplain Development Manual* means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

*probable maximum flood* has the same meaning as in the Floodplain Development Manual.

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

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

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

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

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.
- 1) Council has adopted by resolution a policy on contaminated land which may restrict the development of the land subject of this certificate. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

**ITEM 11 – Bush fire prone land**

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

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

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

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

**ITEM 12 – Loose-fill asbestos insulation**

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

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

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

**ITEM 13 – Mine subsidence**

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

**ITEM 14 – Paper subdivision information**

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

**ITEM 15 – Property vegetation plans**

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

**Note:** *the whole of the Campbelltown City local government area is excluded from the operation of the Native Vegetation Act 2003.*

**ITEM 16 – Biodiversity stewardship sites**

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

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

**ITEM 17 – Biodiversity certified land**

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

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

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

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

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

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

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

**ITEM 20 - Western Sydney Aerotropolis**

Not affected.

**ITEM 21 - Development consent conditions for seniors housing**

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

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

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

**ITEM 23 - Water or sewerage services**

Some land may have services provided by private entities under the Water Industry Competition Act 2006 (WIC Act 2006); any outstanding fees or charges owed to these service providers becomes the responsibility of the new owner(s) of the land.

The Independent Pricing and Regulatory Tribunal (IPART) provides information about the areas serviced, or to be serviced, via a register on their website. A statement below indicates whether the land is, or is to be, subject to an alternative servicing arrangement under the WIC Act 2006 as per that register:

This land is not subject to an alternative servicing arrangement under the WIC Act 2006

**Note:** *This section does not contain information relating to whether the land is, or is not, connected to Sydney Water's network for the supply of either drinking water or sewage disposal services. For further information about whether your land is connected to Sydney Water's network, we recommend that you contact Sydney Water.*

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

**Note:** A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

**ITEM 24 – Special entertainment precincts**

The land is not within a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.



William Pillon  
**Planning Engagement Team Leader**

## **Attachment 1**

### **Campbelltown Local Environmental Plan 2015**

#### **Zone E1 Local Centre**

##### **1 Objectives of zone**

- To provide a range of retail, business and community uses that serve the needs of people who live in, work in or visit the area.
- To encourage investment in local commercial development that generates employment opportunities and economic growth.
- To enable residential development that contributes to a vibrant and active local centre and is consistent with the Council's strategic planning for residential development in the area.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To achieve an accessible, attractive and safe public domain.
- To provide healthy, attractive, vibrant and safe centres.
- To support public transport patronage and encourage walking and cycling.

##### **2 Permitted without consent**

Nil

##### **3 Permitted with consent**

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Function centres; Home businesses; Home industries; Home occupations; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Service stations; Shop top housing; Signage; Tank-based aquaculture; Veterinary hospitals

##### **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>*

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

**Attachment 2**

**Campbelltown Local Environmental Plan 2015**

**4.1 Minimum subdivision lot size**

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

**4.1AA Minimum subdivision lot size for community title schemes**

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

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

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

**4.1A (Repealed)**

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

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

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

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

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

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

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

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

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
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**PLANNING CERTIFICATE UNDER SECTION 10.7  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

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

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

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

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

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

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

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

**4.2 Rural subdivision**

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

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

- (2) This clause applies to the following rural zones—
- (a) Zone RU1 Primary Production,
  - (b) Zone RU2 Rural Landscape,
  - (baa) Zone RU3 Forestry,
  - (c) Zone RU4 Primary Production Small Lots,
  - (d) Zone RU6 Transition.

**Note—**

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

- (3) Land in a zone to which this clause applies may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.
- (5) A dwelling cannot be erected on such a lot.

**Note—**

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

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

- (1) The objectives of this clause are as follows—
- (a) to enable the replacement of lawfully erected dwelling houses and dual occupancies (attached), and the realisation of dwelling entitlements in rural and environment protection zones,
  - (b) to restrict the extent of residential development in rural and environment protection zones to maintain the existing character,
  - (c) to recognise the contribution that development density in these zones makes to the landscape and environmental character of those places.
- (2) This clause applies to land in the following zones—
- (a) Zone RU2 Rural Landscape,
  - (b) Zone C3 Environmental Management,
  - (c) Zone C4 Environmental Living.
- (3) Development consent must not be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies unless the land—
- (a) is a lot that has at least the minimum lot size shown on the Lot Size Map in relation to that land, or
  - (b) is a lot created under this Plan (other than clause 4.2(3)), or
  - (c) is a lot created under an environmental planning instrument before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) was permissible immediately before that commencement, or

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

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

**Note—**

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

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

- (7) In this clause—

**existing holding** means land that—

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

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

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

**relevant date** means—

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

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

**Note—**

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

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

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

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

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

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

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

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

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

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

**4.2E Subdivision of land in Zone C3**

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

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



# Asset Information

## Legend

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

### 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

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

## Further Information

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

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

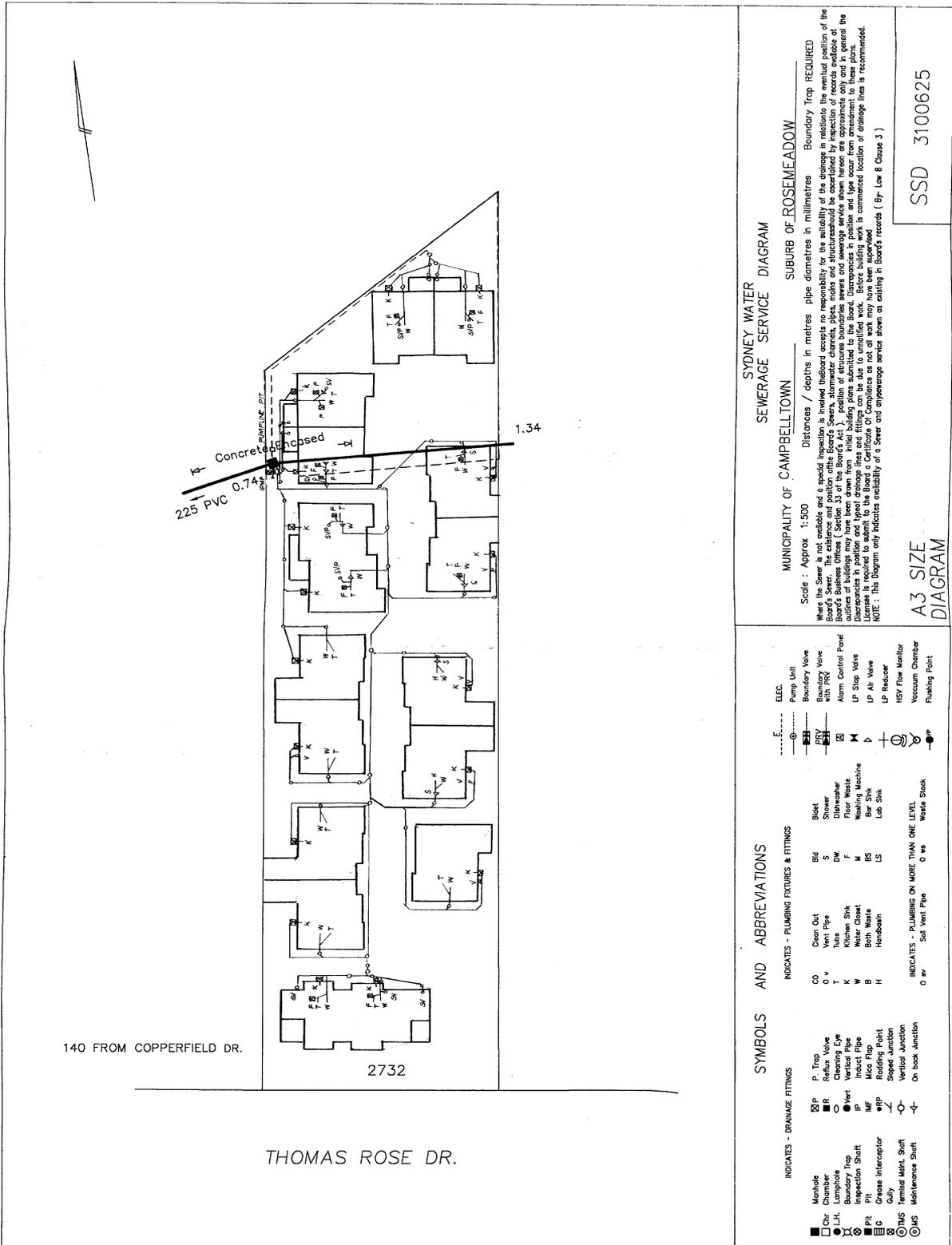
**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

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# Sewer Service Diagram

Application Number: 8004450360



**Disclaimer**

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