

78 Winter Street
DENHAM COURT

Draft Contract

McGrath

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	McGrath Camden 2/6 Somerset Avenue, Narellan, NSW 2567	Phone: 4648 4058 Fax: 4648 4059 Ref:
co-agent		
vendor	Deandra Ashley Males, Karen Suzanne Males and David James Males 78 Winter Street, Denham Court, NSW 2565	
vendor's solicitor	Walkden Law & Mediation Shop 6, 31-33 Argyle Street, Camden NSW 2570 DX 25811 Camden	Phone: 46551231 Fax: 46551498 Ref: 194512 E:susan@walkdenlaw.com.au
date for completion land (address, plan details and title reference)	42nd day after the contract date 78 Winter Street, Denham Court, New South Wales 2565 Registered Plan: Lot 3116 Plan DP 1195569 Folio Identifier 3116/1195569	(clause 15)

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other: Built in shed

attached copies documents in the List of Documents as marked or as numbered:
 other documents:

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

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

buyer's agent

vendor

GST AMOUNT (optional)

The price includes
 GST of: \$

witness

purchaser JOINT TENANTS tenants in common in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes
Proposed electronic transaction (clause 30) no YES

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 *RW payment* (residential withholding payment) NO yes (if yes, vendor must provide further details)

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*:

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

- 6.1 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

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *servicing* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

- **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- ## 26 Crown purchase money
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- ## 27 Consent to transfer
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits *only* that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by, the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <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>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <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 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'</i> <i>Conveyancing Transaction</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>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate title data</i> | to complete data fields in the <i>Electronic Workspace</i> ; and the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

78 WINTER ST DENHAM COURT NSW 2560

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

**BETWEEN Deandra Ashley Males, Karen Suzanne Males and David James Males of
78 Winter Street, Denham Court, New South Wales (Vendor)**

AND of (Purchaser)

- 1.** Notwithstanding any rule of law or equity to the contrary, should either party (or if more than one any one of them) prior to completion die or become mentally ill (as defined in the Mental Health Act) or become bankrupt (or if a Company go into liquidation) then the other party may rescind this Contract by notice in writing forwarded to the other party and thereupon this Contract shall be at an end and the provisions of Clause 19 hereof shall apply.
- 2.** In the event of either party failing to complete this Contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a Notice to Complete requiring the other to complete within fourteen (14) days from the date of service of the Notice, which time period is considered reasonable by both parties. For the purpose of this Contract, such Notice to Complete shall be deemed both at law and in equity sufficient to make time of the essence of this Contract. If the Vendor issues a Notice to Complete in accordance with his rights under this Contract, the Purchaser must pay to the Vendor on completion an additional sum of five hundred and fifty (\$550.00) as compensation for the additional legal expenses that will be incurred by the Vendor for issuing a Notice to Complete. This is an essential term of this Contract.
- 3.** In the event that completion is not effected on the nominated day for settlement due to any reason other than the default of the vendor then the purchaser shall pay to the vendor interest on the balance of purchase price at the rate of 10% per annum from the date nominated for completion until and including the actual day of completion or date of termination.
- 4.** The Purchaser acknowledges that he/she is purchasing the property:
 - (a) in its present condition and state of repair;
 - (b) subject to all defects latent and patent;
 - (c) subject to any infestations and dilapidation;
 - (d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
 - (e) subject to any non-compliance with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
 - (f) subject to wear and tear and electrical malfunction up to and including the date of completion.
 - (g) Subject to any rubbish, debris and state of cleanliness on completion.

The Purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this Clause.

5. The Purchaser warrants that he was not introduced to the Vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the Vendors agent, if any, referred to in this contract AND the Purchaser agrees that he will at all times indemnify and keep indemnified the Vendor from and against any claim whatsoever for commission which may be made by any real estate agent or other person arising out of or in connection with the Purchasers breach of this warranty AND it is hereby agreed and declared that this clause shall not merge in the Transfer upon completion or be extinguished by completion of this contract and shall continue in full force and effect notwithstanding completion.

6. The Purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for the following purpose:

- (a) A deposit and/or stamp duty on any piece of real estate that the Vendors negotiate to purchase between the date hereof and the date of settlement hereof; or
- (b) Rental bond for a rental property; or
- (c) Removalist cost; or
- (d) Ingoing contribution for a Charge/Lease pursuant to the Retirement Villages Act; or

7. Deposit Bond. If the Vendor accepts a Deposit Bond in writing:

The word *Bond* means the Deposit Bond issued to the vendor at the request of the purchaser by the bond provider.

Subject to the following clauses the delivery of the Bond on exchange to the person nominated in this Contract to hold the deposit or the Vendors Solicitor will be deemed to be payment of the deposit in accordance with this Contract.

The purchaser must pay the amount stipulated in the Bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.

If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the Bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this Contract to hold the deposit.

8. If a swimming pool or spa are erected on the property whether in-ground, aboveground or partly either, the Purchaser acknowledges that he is purchasing the subject property with the pool and spa, as the case may be, in their present condition and repair and shall not require the Vendor to ensure compliance of the pool and spa, as the case may be, with any Acts, Regulations or ordinances as regards to fencing or otherwise.

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9. A sufficient statement of the Vendors Title shall be deemed included in the description of the property hereinbefore appearing and such statement shall have been deemed to have been given to the Purchaser at the date hereof.
 10. For the purposes of the service of any notice, letter document or plan which is required to be served pursuant to this Contract, where such notice is served by security post, delivery post or by Document Exchange such notice shall be deemed to have been served on the date which is two days after the date of such posting or Document Exchange delivery provided further that if such notice is served by facsimile transmission then such notice shall be deemed to have been served on the date upon which such facsimile transmission is transmitted to the party required to served.
 11. The Vendor warrants that the only drainage diagram available for the property from the appropriate sewerage authority in the ordinary course of administration as at the date of this contract is the annexed drainage diagram.
 12. The Purchaser hereby agrees that they will allow the amount of \$350.00 (GST inclusive) on settlement, if settlement is not completed through the PEXA Workspace and the Transfer is not served to the Vendors Licensed Conveyancer fourteen (14) days prior to the agreed settlement date to cover the cost of the Vendors Licensed Conveyancers preparing their own Transfer or courier fees to enable execution prior to completion.
 13. In the event settlement does not take place at the scheduled time, or does not take place at a re-arranged time on that same day, due to default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$150.00 (GST inclusive) on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay.
 14. In the event settlement does not take place at the scheduled time reasonable notice to re-book a settlement is considered to be no less than five days unless agreeable by the vendor and their mortgagee. Should the Purchaser be the party responsible for the cancellation of settlement, then default interest pursuant to special condition 2 will be payable from the day immediately following the cancelled scheduled settlement date and up to and including the earliest possible date the discharging mortgagee will re schedule the settlement irrespective of whether or not the incoming mortgagee can settle sooner.
 15. The parties agree that if, on completion, any/or apportionment of payments due to be made by the purchaser pursuant to this contract are overlooked or calculated incorrectly, the purchaser will within 48 hours after being requested, make the correct calculation and pay such amount to the Vendor. This clause does not merge on completion.
 16. If Settlement of this matter shall take place through a PEXA Workspace and if the property is not mortgaged, or the discharge of mortgage is held by Walkden Law & Mediation, then settlement shall be affected in Camden. However, should the Purchaser not be in a position to settle in Camden, then settlement may be effected in Sydney CBD at a place nominated by the Purchaser, so long as the Vendors Sydney Settlement Fee of \$550.00 is paid by the Purchaser.

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17. If the purchaser is a corporation, its directors are party to this Contract and, in consideration for the vendor bargaining with the purchaser corporation, separately indemnify the vendor against all losses, damages, liabilities, costs and expenses incurred by the vendor if the purchaser breaches this Contract.
18. The Contract shall be amended as follows:
- (a) From the definition of business day in Clause 1 delete the words "bank".
 - (b) From the definition of settlement cheque in Clause 1 delete the words "or a building society, credit union or other FCA institution as defined in Cheques Act 1986".
 - (c) From the definition of deposit holder in Clause 1 add before "vendor's agent" the words "subject to any provision in this Contract to the contrary";
 - (d) From Clause 5.1 delete "or it is a general question about the property or title".
 - (e) The words "on reasonable grounds" shall be deleted from Clause 8.1;
 - (f) The words "and those grounds" shall be deleted from Clause 8.2;
 - (g) Clause 14.4.2 replace the clause with "by adjusting the amount of land tax determined by applying the average rate of land tax payable by the Vendor or any predecessor in title for the year to the taxable value of the property.
 - (h) The words "plus another 20% of that fee" shall be deleted from Clause 16.5;
 - (i) The symbol and number "\$10" shall be deleted from Clause 16.8 and replaced with \$nil.
 - (j) From Clause 16.10 delete the full stop and add to the end of that clause, "unless the deposit is forfeited to or stipulated to belong to the Vendor earlier than completion";
 - (k) Clause 16.12 all the words are deleted and replaced with, "The Vendor can require completion at another place if it is in New South Wales".
 - (l) Clause 18 is amended by adding 18.8. "The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".
 - (m) From Clause 19.2.3 delete all the words and replace with "The Vendor can claim for damages, costs or expenses arising out of a breach of this Contract by the Purchaser; and"
 - (n) From Clause 19.2.4 delete the words "a party" first appearing and replace with "the Vendor" and delete the word "otherwise.";
 - (o) Clause 20.7.2 insert the words "and in the case of the vendor the actual cost" at the end of the clause;
 - (p) Replace the words "vendor" with "purchaser" from clause 23.13.
 - (q) Clauses 14.8, 23.9, 23.14, 24.3, 24.4.2 are deleted from this Contract.
19. GST Withholding
- (a) If the vendor gives the purchaser a GST Withholding Notice specifying that the purchaser is required to make a payment on account of GST to the Commissioner, then the purchaser must pay the GST Withholding Amount from the balance of the price payable to the vendor on completion in accordance with this Special Condition.
 - (b) If the purchaser pays the GST Withholding Amount in accordance with this Special Condition 20, the vendor will not be entitled to delay completion or refuse to complete.
 - (c) The vendor must give the GST Withholding Notice to the purchaser at least 10 business days before completion.
 - (d) If Special Condition 20 (a) applies then at least 5 business days before completion the purchaser must provide to the vendor:

-
- (i) evidence of having lodged a Purchaser Withholding Notification Form with the Commissioner; and
 - (ii) the purchaser's payment reference number and lodgement reference number.
 - (e) Subject to Special Condition 20 (f) the GST Withholding Amount must be paid by bank cheque as follows:
 - (i) the purchaser must at completion, give the vendor a bank cheque drawn in favour of the Commissioner for the GST Withholding Amount;
 - (ii) the bank cheque given to the vendor by the purchaser pursuant to Special Condition 20 (e) (i) must not be post-dated, stale or dishonoured on presentation; and
 - (iii) the vendor undertakes to give the bank cheque to the Commissioner, together with the reference details provided by the purchaser under Special Condition 20 (d).
 - (f) Special Condition 20 (e) does not apply where completion occurs electronically through Property Exchange Australia or other similar online conveyancing facility and the GST Withholding Amount is paid to the Commissioner through that facility.
 - (g) If payment of the GST Withholding Amount does not occur in accordance with either of Special Conditions 20 (e) or 23 (f) then the vendor may delay settlement until the next business day after the day on which:
 - (i) payment of the GST Withholding Amount has occurred; or
 - (ii) the vendor receives the entire purchase price.
 - (h) The purchaser must lodge the Purchaser Settlement Date Confirmation Form with the Commissioner on or before the completion date and provide evidence of having lodged the form to the vendor at completion.
 - (i) If the purchaser cannot provide evidence to the vendor at completion of having lodged the Purchaser Settlement Date Confirmation Form, then in addition to any damages under Special Condition 20 (j), the purchaser must give to the vendor at completion a written declaration that:
 - (i) confirms that the details provided under Special Condition 20 (d) are true and correct; and
 - (ii) authorises the vendor and the vendor's solicitor to complete and lodge, on behalf of the purchaser, the Purchaser Settlement Date Confirmation Form.
 - (j) The purchaser indemnifies the vendor, against all loss that may be incurred by the vendor arising from or in connection with a breach by the purchaser of this Special Condition 20 and the Purchaser will be liable for all legal and accounting costs incurred by the Vendor due to the Purchasers breach of this special condition.

20. The Purchaser warrants

- (a) That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
- (b) That the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

21. Electronic Settlements

- (a) All parties hereby agree to settle this sale electronically in accordance and in compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures, unless for any reason a party notifies the other party in

writing that settlement will no longer proceed electronically but will be transferred to a paper settlement. In this event any fees or disbursements are incurred then each party shall pay their own cost although, the Purchaser Conveyancer must issue the paper transfer to the Vendors Conveyancers office pursuant to special condition 15.

- (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
- (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (e) Settlement takes place when the financial settlement takes place.
- (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (g) The purchasers conveyancer must upload the Order on the Agent onto the Pexa Workspace to ensure the order is issued to the agent as soon as settlement has been completed. This clause will not merge upon completion and is an essential term of the Contract.
- (h) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If an electronic settlement cannot be re-established then the parties must settle in the usual non-electronic manner as soon as possible but no later than 5 working days after the initial electronic failure unless otherwise agreed. If an electronic settlement can not take place after pexa workspace has been prepared due to the purchasers participants not being able to accept a pexa settlement then the Purchaser will make a Vendor adjustment for legal fees of \$550.00 (GST inclusive) and adjusted on completion.
- (i) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Deandra Ashley Males, Karen Suzanne Males and David James Males**
Purchaser:
Property: 78 Winter Street, Denham Court
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
(c) Please specify any existing breaches.
(d) All rent should be paid up to or beyond the date of completion.
(e) Please provide details of any bond together with the Rental Bond Board's reference number.
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*).
5. If the tenancy is subject to the *Residential Tenancies Act 1987*.
(a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
(b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay the land tax or is the property otherwise charged or liable to be charged with land tax? If so:
(a) to what year has a return been made?
(b) What is the land value for land tax purposes for the current year?

Survey & Building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.

15. (a) Have the provisions of the *Local Government Act, the Environmental Planning and Assessment Act 1979* and their regulations been complied with?
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
 16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
 17. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) Is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) If the swimming pool has been approved under the *Local Government Act 1993*, please provide details?
 - (d) are there any outstanding notices or ordered?
 18. (a) to whom do the boundary fences belong?
(b) to whom do the party walls belong?
(c) if the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
(d) is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
(e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?
- Affectations**
19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
 20. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
 21. Has the vendor any notice or knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
 22. (a) does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
(b) if so, do any of the connections of such services pass through any adjoining land?
(c) do any service connections for such services pass through any adjoining land?
 23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property.

Capacity

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

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate of Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion.

Vendor: Deandra Ashley Males, Karen Suzanne Males & David James Males
Purchaser:
Property: 78 Winter Street, Denham Court
Dated:

We have been instructed to reply to the requisitions on title as follows: -

1. Noted
2. No.
3. (a) – (f) Not applicable
4. No
5. (a)-(b) Not applicable
6. Noted.
7. Noted.
8. No.
9. At the office of the discharging mortgagee if there is a mortgage otherwise at our office.
10. No.
11. Noted.
12. See the contract. If no adjustment is required then any outstanding tax will be paid. Please advise if you do not receive a clear s47 certificate
13. Noted.
14. No
15. (a) As far as the vendor is aware yes.
(b) No
(c) No
(d) No
(e) If applicable then it has been provided.
16. As to the vendor no.
17. (a)-(d) This is not a requisition on title.
18. (a) it is presumed to adjoining owners
(b) No
(c) Not applicable
(d) No.
(e) No.
19. No.
20. (a)-(c) Other than as disclosed in the contract, no.
21. (a) – (f) Not as far as the vendor is aware.
22. (a)-(c) The services that are available will have been seen by the purchaser. Other than shown on certificates attached to the contract the Vendor does not know the location of these services or of those of adjoining properties.
23. Not that the vendor is aware.
24. Noted.
25. Noted.
26. Not agreed.
27. Noted.
28. Noted subject to contract.
29. Not agreed.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 3116/1195569

SEARCH DATE	TIME	EDITION NO	DATE
10/9/2019	11:48 AM	5	2/5/2018

LAND

LOT 3116 IN DEPOSITED PLAN 1195569
AT DENHAM COURT
LOCAL GOVERNMENT AREA CAMPBELLTOWN
PARISH OF MINTO COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1195569

FIRST SCHEDULE

DAVID JAMES MALES
KAREN SUZANNE MALES
AS JOINT TENANTS IN 5/100 SHARE
DEANDRA ASHLEY MALES
IN 95/100 SHARE
AS TENANTS IN COMMON (T AJ733469)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1195569 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1195569 EASEMENT FOR MAINTENANCE & ACCESS 0.9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1195569 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 5 DP1195569 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 6 DP1195569 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 7 DP1195569 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 8 AN304563 MORTGAGE TO MORTGAGE HOUSE CAPITAL FUNDING NO.1 PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

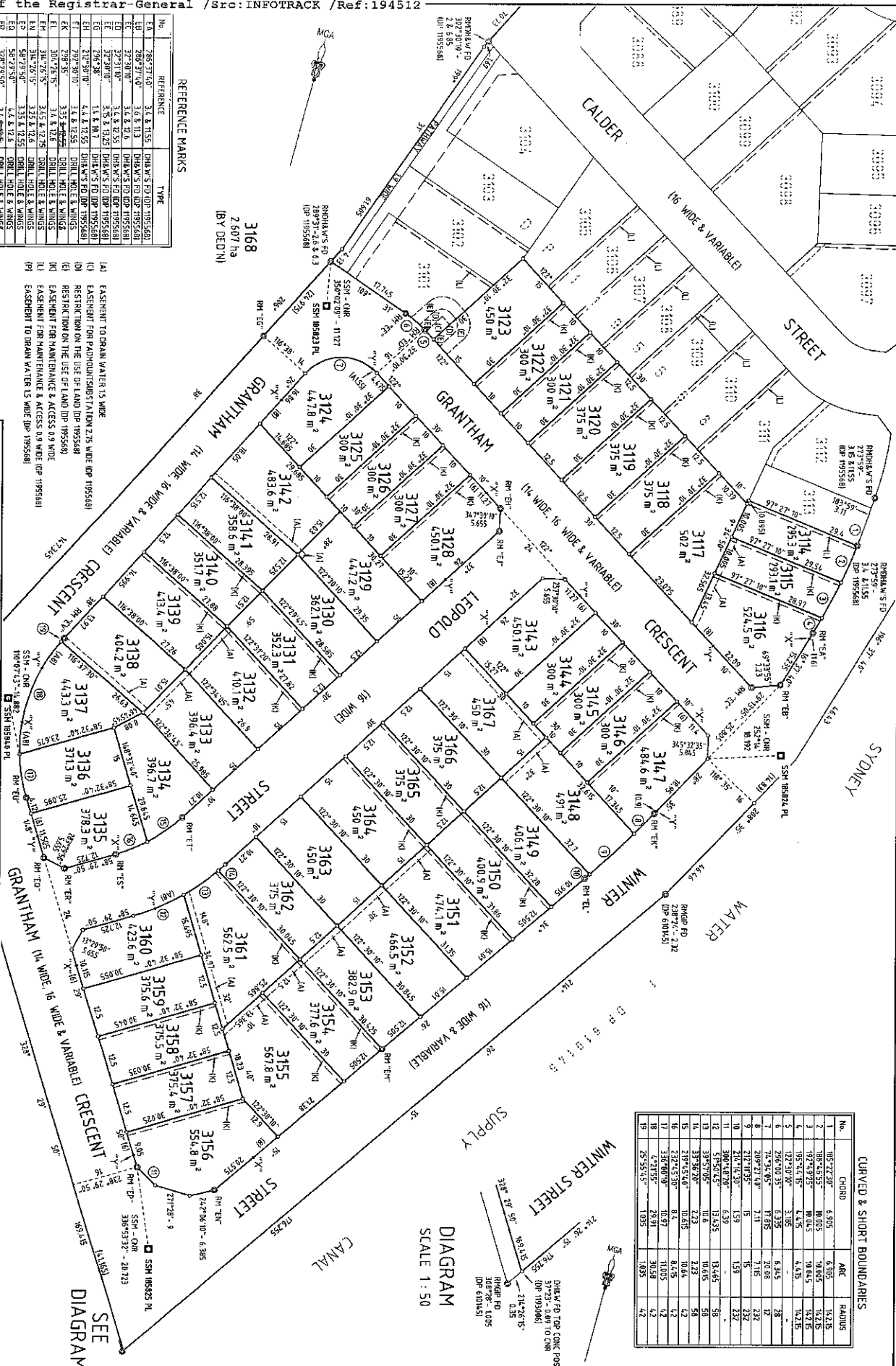
*** END OF SEARCH ***

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Received: 10/09/2019 11:48:48

No.	REFERENCE	TYPE
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EA	28623101	DRILL HOLE & WINGS
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EA	28623196	DRILL HOLE & WINGS
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EA	28623198	DRILL HOLE & WINGS
EA	28623199	DRILL HOLE & WINGS
EA	28623200	DRILL HOLE & WINGS

- (A) EASEMENT TO DRAIN WATER 1/5 WIDE
- (B) EASEMENT FOR PAVED/UNPAVED TRAIL 2/5 WIDE (DP 1195568)
- (C) RESTRICTION ON THE USE OF LAND (DP 1195568)
- (D) EASEMENT FOR MAINTENANCE & ACCESS 0.9 WIDE
- (E) EASEMENT TO DRAIN WATER 1/5 WIDE (DP 1195568)
- (F) EASEMENT TO DRAIN WATER 1/5 WIDE (DP 1195568)
- (G) EASEMENT TO DRAIN WATER 1/5 WIDE (DP 1195568)
- (H) EASEMENT TO DRAIN WATER 1/5 WIDE (DP 1195568)
- (I) EASEMENT TO DRAIN WATER 1/5 WIDE (DP 1195568)
- (J) EASEMENT TO DRAIN WATER 1/5 WIDE (DP 1195568)
- (K) EASEMENT TO DRAIN WATER 1/5 WIDE (DP 1195568)
- (L) EASEMENT TO DRAIN WATER 1/5 WIDE (DP 1195568)
- (M) EASEMENT TO DRAIN WATER 1/5 WIDE (DP 1195568)
- (N) EASEMENT TO DRAIN WATER 1/5 WIDE (DP 1195568)
- (O) EASEMENT TO DRAIN WATER 1/5 WIDE (DP 1195568)
- (P) EASEMENT TO DRAIN WATER 1/5 WIDE (DP 1195568)



CURVED & SHORT BOUNDARIES

No.	CHORD	ARC	RADIUS
1	105.222.30°	6.505	16.275
2	109.456.55°	10.015	16.275
3	107.479.25°	10.015	16.275
4	105.742.85°	4.295	16.275
5	122.307.95°	3.095	16.275
6	298.007.95°	6.345	28
7	78.247.95°	17.895	20.08
8	277.747.95°	17.11	20.08
9	277.747.95°	17.11	20.08
10	277.747.95°	17.11	20.08
11	300.148.20°	6.39	15.8
12	154.567.45°	13.435	13.465
13	39.797.05°	0.6	0.615
14	39.797.05°	2.23	5.8
15	219.451.40°	10.015	10.64
16	212.451.30°	8.4	8.415
17	318.007.95°	10.87	11.005
18	4.217.95°	9.91	9.938
19	65.351.51°	10.55	10.55

Surveyor: **TERRY EDWARD BARTLETT**
 Date of Survey: **6th MARCH 2015**
 Surveyor's Ref: **800319 DP-24**

PLAN OF SUBDIVISION
 OF LOT 3115 IN DP 1195568

L.G.A.: **CAMPBELLTOWN**
 Locality: **DEHAY COURT**
 Subdivision No: **25/2015**
 Lengths are in metres. Reduction Ratio 1:500

Registered
 27.7.2015

DP1195569


PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Registered:  27.7.2015
 Title System: TORRENS
 Purpose: SUBDIVISION

Office Use Only

Office Use Only

DP1195569

**PLAN OF SUBDIVISION OF LOT 3115 IN
 DP 1195568**

LGA: CAMPBELLTOWN
 Locality: DENHAM COURT
 Parish: MINTO
 County: CUMBERLAND

~~Crown Lands NSW/Western Lands Office Approval~~

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

~~Signature:
 Date:
 File Number:
 Office:~~

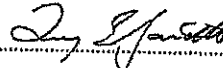
Survey Certificate

I, TERRY EDWARD BARTLETT
 of Cardno (NSW/ACT), 203 Pacific Hwy, St LEONARDS NSW 2065
 a surveyor registered under the *Surveying and Spatial Information Act
 2002*, certify that:

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

**(b) The part of the land shown in the plan (*being Lot 3114 - 3167)
 was surveyed in accordance with the Surveying and Spatial
 Information Regulation 2012, is accurate and the survey was
 completed on 6th March 2015. The part not surveyed (being Lot
 3168) was compiled in accordance with that Regulation.*

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

Signature:  Dated: 09.03.2015

Surveyor ID: 438

Datum Line: "A" (PM 48908) - "B" (SSM 15690)

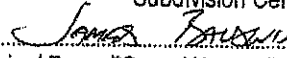
Type: *Urban/*Rural

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

*Strike through if inapplicable.

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

Subdivision Certificate

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

Signature: 

Accreditation number: *NA*

Consent Authority: *Campbelltown City Council*

Date of endorsement: *7-5-2015*

Subdivision Certificate number: *25/2015*

File number: *676/2014/DA-R5*

*Strike through if inapplicable.

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

IT IS INTENDED TO DEDICATE THE EXTENSION OF WINTER
 STREET (16 WIDE & VARIABLE), THE EXTENSION OF GRANTHAM
 CRESCENT (14 WIDE, 16 WIDE & VARIABLE) & LEOPOLD STREET
 (16 WIDE) TO THE PUBLIC AS PUBLIC ROAD.

Plans used in the preparation of survey/compilation.

DP 444545 DP 610145 DP 1016616 DP 1195568

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 600319 DP-24
 2015M7100 (404) Partial Survey


PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:  27.7.2015

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 3115 IN
 DP 1195568

DP1195569

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

Subdivision Certificate number: 25/2015
 Date of Endorsement: 25-2015

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

- 1) EASEMENT TO DRAIN WATER 1.5 WIDE (A)
- 2) EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE (K)
- 3) RESTRICTION ON THE USE OF LAND
- 4) RESTRICTION ON THE USE OF LAND
- 5) RESTRICTION ON THE USE OF LAND
- 6) RESTRICTION ON THE USE OF LAND
- 7) RESTRICTION ON THE USE OF LAND

Lot	Street Number	Street Name	Street Type	Locality
3114	N/A	Winter	Street	Denham Court
3115	N/A	Winter	Street	Denham Court
3116	N/A	Grantham	Crescent	Denham Court
3117	N/A	Grantham	Crescent	Denham Court
3118	N/A	Grantham	Crescent	Denham Court
3119	N/A	Grantham	Crescent	Denham Court
3120	N/A	Grantham	Crescent	Denham Court
3121	N/A	Grantham	Crescent	Denham Court
3122	N/A	Grantham	Crescent	Denham Court
3123	N/A	Grantham	Crescent	Denham Court
3124	N/A	Grantham	Crescent	Denham Court
3125	N/A	Grantham	Crescent	Denham Court
3126	N/A	Grantham	Crescent	Denham Court
3127	N/A	Grantham	Crescent	Denham Court
3128	N/A	Leopold	Street	Denham Court
3129	N/A	Leopold	Street	Denham Court
3130	N/A	Leopold	Street	Denham Court

If space is insufficient use additional annexure sheet

Surveyor's Reference: 600319 DP-24, 2015M7100 (404) Partial Survey.


PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:  27.7.2015

Office Use Only

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PLAN OF SUBDIVISION OF LOT 3115 IN
 DP 1195568

DP1195569

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
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 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 25/2015
 Date of Endorsement: 7-5-2015

Lot	Street Number	Street Name	Street Type	Locality
3131	N/A	Leopold	Street	Denham Court
3132	N/A	Leopold	Street	Denham Court
3133	N/A	Leopold	Street	Denham Court
3134	N/A	Leopold	Street	Denham Court
3135	N/A	Leopold	Street	Denham Court
3136	N/A	Grantham	Crescent	Denham Court
3137	N/A	Grantham	Crescent	Denham Court
3138	N/A	Grantham	Crescent	Denham Court
3139	N/A	Grantham	Crescent	Denham Court
3140	N/A	Grantham	Crescent	Denham Court
3141	N/A	Grantham	Crescent	Denham Court
3142	N/A	Grantham	Crescent	Denham Court
3143	N/A	Grantham	Crescent	Denham Court
3144	N/A	Grantham	Crescent	Denham Court
3145	N/A	Grantham	Crescent	Denham Court
3146	N/A	Grantham	Crescent	Denham Court
3147	N/A	Winter	Street	Denham Court
3148	N/A	Winter	Street	Denham Court
3149	N/A	Winter	Street	Denham Court
3150	N/A	Winter	Street	Denham Court
3151	N/A	Winter	Street	Denham Court
3152	N/A	Winter	Street	Denham Court
3153	N/A	Winter	Street	Denham Court
3154	N/A	Winter	Street	Denham Court
3155	N/A	Winter	Street	Denham Court
3156	N/A	Winter	Street	Denham Court
3157	N/A	Grantham	Crescent	Denham Court
3158	N/A	Grantham	Crescent	Denham Court

If space is insufficient use additional annexure sheet

Surveyor's Reference: 600319 DP-24, 2015M7100 (404) Partial Survey


PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:  27.7.2015
 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 3115 IN
 DP 1195568

DP1195569

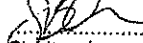
Subdivision Certificate number: 25/2015
 Date of Endorsement: 7-5-2015

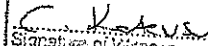
This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 196D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Lot	Street Number	Street Name	Street Type	Locality
3159	N/A	Grantham	Crescent	Denham Court
3160	N/A	Leopold	Street	Denham Court
3161	N/A	Leopold	Street	Denham Court
3162	N/A	Leopold	Street	Denham Court
3163	N/A	Leopold	Street	Denham Court
3164	N/A	Leopold	Street	Denham Court
3165	N/A	Leopold	Street	Denham Court
3166	N/A	Leopold	Street	Denham Court
3167	N/A	Leopold	Street	Denham Court
3168	N/A	Grantham	Crescent	Denham Court

Executed for and on behalf of
 Stockland Development Pty Limited
 ACN 000 064 835 by its duly authorised
 attorney under Power of Attorney registered
 in Book 4642 No. 588 who declares that
 he has no notification of revocation of the
 said Power of Attorney in the presence of:


 Stephen James Barlow


 Signature of Witness
 Claire Kokovic
 Name of Witness
 133 Castlereagh Street, Sydney
 Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 600319 DP-24, 2015M7100 (404) Partial Survey

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE TO BE
 CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND
 OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 1 of 10 sheets)

Plan: **DP1195569**

Plan of Subdivision of Lot 3115 in DP 1195568
 covered by Campbelltown City Council
 Subdivision Certificate No. 25/2015
 Dated 7-5-2015

**Full name and address of
 proprietors of the land:**

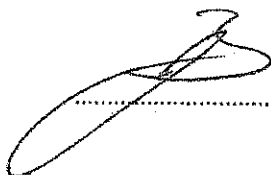
Stockland Development Pty Limited
 A.C.N. 000 064 835
 Level 25, 133 Castlereagh Street
 SYDNEY NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (A)	3115 3116 3129 3142 3132 3133 3138 3148 3167 3151 3152 3153 3154 3155 3161	3114 3114 & 3115 3130 3129 & 3130 3131 3131, 3132 & 3134 3131, 3132, 3133 & 3134 3149 3148 & 3149 3150 3150 & 3151 3150, 3151 & 3152 3150 – 3153 (Incl.) 3150 – 3154 (Incl.) 3150 – 3155 (Incl.)

11284219/9
 (Stage 3E)

Approved by:
 Campbelltown City Council



(Authorised Officer)



ePlan
 (Sheet 2 of 10 sheets)

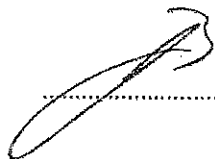
Plan: **DP1195569**

Plan of Subdivision of Lot 3115 in DP 1195568
 covered by Campbelltown City Council
 Subdivision Certificate No. 25/2015
 Dated 7-5-2015

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
2	Easement for Maintenance and Access 0.9 Wide (K)	3115 3116 3117 3118 3119 3120 3121 3122 3126 3127 3128 3131 3132 3139 3140 3145 3146 3147 3150 3151 3154 3155 3156 3157 3158 3161 3164 3165	3114 3115 3118 3119 3120 3121 3122 3123 3125 3126 3127 3130 3131 3140 3141 3144 3145 3146 3149 3150 3153 3154 3157 3158 3159 3162 3165 3166

11284219/9
 (Stage 3E)

Approved by:
 Campbelltown City Council



(Authorised Officer)



ePlan
 (Sheet 3 of 10 sheets)

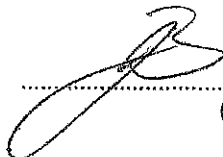
Plan: **DP1195569**

Plan of Subdivision of Lot 3115 in DP 1195568
 covered by Campbelltown City Council
 Subdivision Certificate No. 25/2015
 Dated 7-5-2015

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
3	Restriction on the Use of Land	3114 – 3167 (Incl.)	Campbelltown City Council
4	Restriction on the Use of Land	3114 – 3167 (Incl.)	Every other lot (except 3168)
5	Restriction on the Use of Land	3114 – 3167 (Incl.)	Every other lot (except 3168)
6	Restriction on the Use of Land	3116 3124 3128 3135 3137 3143 3147 3156 3160	Campbelltown City Council
7	Restriction on the Use of Land	3137 – 3142 (Incl.) 3161 – 3167 (Incl.) 3117	Campbelltown City Council

11284219/9
 (Stage 3E)

Approved by:
 Campbelltown City Council



(Authorised Officer)



ePlan
(Sheet 4 of 10 sheets)

Plan: **DP1195569**

Plan of Subdivision of Lot 3115 in DP 1195568
covered by Campbelltown City Council
Subdivision Certificate No. *25/2015*
Dated *7-5-2015*

PART 2 (Terms)

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

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

THE AUTHORITY empowered to release, vary or modify the easements numbered 1 in the plan is **CAMPBELLTOWN CITY COUNCIL**.

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

2.1 The owner of the lot benefited may:

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

- (i) the lot benefited;
- (ii) any structure constructed or to be constructed by the owner of the lot benefited, which cannot otherwise reasonably be carried out;

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

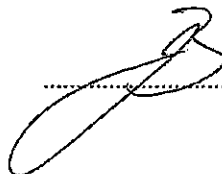
- (i) entering into the lot burdened;
- (ii) taking anything onto the lot burdened; and
- (iii) carrying out the necessary works.

2.2 In exercising the rights under this clause 2, the owner of the lot benefited must:

- (a) ensure that all work on the lot benefited is done properly and carried out as quickly as is practicable;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it;

11284219/9
(Stage 3E)

Approved by:
Campbelltown City Council



.....
(Authorised Officer)



ePlan
(Sheet 5 of 10 sheets)

Plan: **DP1195569**

Plan of Subdivision of Lot 3115 in DP 1195568
covered by Campbelltown City Council
Subdivision Certificate No. 25/2015
Dated 7-5-2015

- (d) restore the lot burdened as nearly as practicable to its former condition; and
 - (e) make good any collateral damage.
- 2.3 The owner of the lot burdened must not carry out any development or erect any structures within the easement site which will inhibit the use of the easement site by the owner of the lot benefited.

THE AUTHORITY empowered to release, vary or modify the easements and restrictions numbered 2 in the plan is **CAMPBELLTOWN CITY COUNCIL**.

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

No building is to be constructed on the lot hereby burdened which has been filled above its natural or previously excavated level unless the footings and foundations of the building have been designed by a qualified civil/structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities and approved by Campbelltown City Council.

THE AUTHORITY empowered to release, vary or modify the easements and restrictions numbered 3 in the plan is **CAMPBELLTOWN CITY COUNCIL**. The cost and expense of any such release, variation or modification is to be borne by the person or corporation requesting the same in all respects.

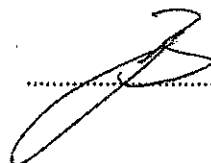
4. Terms of easement, profit a prendre, restriction or positive covenant numbered 4 in the plan:

4.1 In this restriction on use of land, the following expressions have the following meaning:

- (a) **Stockland** means Stockland Development Pty Limited ACN 000 064 835 and each of its successors and assigns excluding purchasers on sale.
- 4.2 No dividing fence shall be erected on the lot burdened unless it is erected without expense of Stockland, its successors and assigns other than purchasers on sale.
- 4.3 No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generality thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.
- 4.4 No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.

11284219/9
(Stage 3E)

Approved by:
Campbelltown City Council



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(Authorised Officer)



ePlan
(Sheet 6 of 10 sheets)

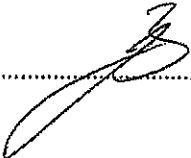
Plan: **DP1195569**

Plan of Subdivision of Lot 3115 in DP 1195568
covered by Campbelltown City Council
Subdivision Certificate No. 25/2015
Dated 7-5-2015

- 4.5 No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
- 4.6 No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
- 4.7 No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of Stockland having been given to the registered proprietor of the lot burdened. The required approval may be given or withheld at the absolute discretion of Stockland BUT nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the dwelling on the relevant lot burdened is for sale IF: -
- (a) any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height; and
- (b) any such sign is painted and/or decorated in its entirety by a professional Signwriter.
- 4.8 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a dwelling on the relevant lot burdened.
- 4.9 No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened unless the lot burdened is maintained in clean and tidy condition as is practicable having regard to the nature of the construction on the lot burdened.
- 4.10 No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place BUT nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.
- 4.11 No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:-
- (a) not visible from any public road and/or place; or is
- (b) screened from any public road and/or place in a manner approved by Stockland
- 4.12 No radio masts and/or antennas shall be erected or permitted to remain on any lot burdened unless the same are not visible from any public road and/or place.

11284219/9
(Stage 3E)

Approved by:
Campbelltown City Council


.....
(Authorised Officer)



ePlan
(Sheet 7 of 10 sheets)

Plan: **DP1195569**

Plan of Subdivision of Lot 3115 in DP 1195568
covered by Campbelltown City Council
Subdivision Certificate No. 25/2015
Dated 7-5-2015

- 4.13 No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
- 4.14 No Child Care Centre shall be erected or permitted to remain on the lot burdened.

THE PARTY empowered to release, vary or modify the easements and restrictions on the use of land numbered 4 in the plan is **STOCKLAND DEVELOPMENT PTY LIMITED ACN 000 064 835** whilst ever it owns any lot or any part of any lot in the registered plan and after that time **CAMPBELLTOWN CITY COUNCIL**.

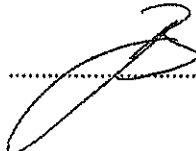
5. Terms of easement, profit a prendre, restriction or positive covenant numbered 5 in the plan:

- 5.1 In this restriction on use of land, the following expressions have the following meaning:
- (a) **Design Guidelines** means design guidelines for the carrying out of development on the land the subject of the plan published by Stockland from time to time.
- (b) **Stockland** means Stockland Development Pty Limited ACN 000 064 835 and each of its successors and assigns excluding purchasers on sale.
- 5.2 No building shall be constructed on the lot burdened unless the dwelling to be constructed, external materials, colours and finishes including roof tiles and bricks of the dwelling, fencing and landscaping have been designed in accordance with the Design Guidelines.
- 5.3 No driveway shall be constructed on the lot burdened unless such driveway is constructed of materials and is of a colour which complies with the Design Guidelines published by Stockland from time to time.
- 5.4 No garage shall be erected forward of the main dwelling façade on the lot burdened unless the garage design complies with the Design Guidelines published by Stockland from time to time.
- 5.5 No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless it complies with the requirements of the Design Guidelines published by Stockland from time to time.

THE PARTY empowered to release, vary or modify the easements and restrictions on the use of land numbered 5 in the plan is **STOCKLAND DEVELOPMENT PTY LIMITED ACN 000 064 835** whilst ever it owns any lot or any part of any lot in the registered plan and after that time **CAMPBELLTOWN CITY COUNCIL**.

11284219/9
(Stage 3E)

Approved by:
Campbelltown City Council


.....
(Authorised Officer)



ePlan
(Sheet 8 of 10 sheets)

Plan: **DP1195569**

Plan of Subdivision of Lot 3115 in DP 1195568
covered by Campbelltown City Council
Subdivision Certificate No. 25/2015
Dated 7-5-2015

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

No vehicular access shall be permitted to or from the public roads to the lots hereby burdened between the dimensions designated by "X - Y" on the plan of subdivision.

THE AUTHORITY empowered to release, vary or modify the easement numbered 6 in the plan is **CAMPBELLTOWN CITY COUNCIL**.

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

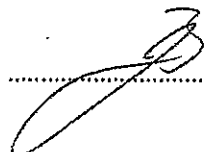
7.1 In this restriction:

- (a) "Council" means Campbelltown City Council;
- (b) "Plan" means the plan of subdivision lodged with this instrument.

7.2 No building shall be erected or shall be allowed to remain on the lot burdened unless the floor level of any habitable room is constructed not less than 300mm above the finished ground levels adjacent to those rooms.

11284219/9
(Stage 3E)

Approved by:
Campbelltown City Council


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(Authorised Officer)

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ePlan
(Sheet 9 of 10 sheets)

Plan: **DP1195569**

Plan of Subdivision of Lot 3115 in DP 1195568
covered by Campbelltown City Council
Subdivision Certificate No. 25/2015
Dated 7-5-2015

Executed for and on behalf of **Stockland
Development Pty Limited** ACN 000 064 835)
by its duly authorised attorney under Power of)
Attorney registered in Book 4642 No. 568)
who declares that he has no notice of the)
revocation of the said Power of Attorney in the)
presence of:)

Signature of Witness

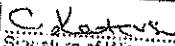
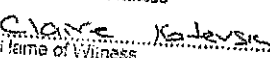
Signature of Attorney 

Name of Witness (print)

Name of Attorney (print)

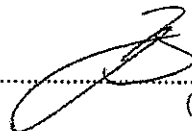
STEPHEN BARLOW

Address of Witness (print)


Signature of Witness

Name of Witness
133 Cadgersagh Street, Sydney
Address of Witness

11284219/9
(Stage 3E)

Approved by:
Campbelltown City Council



(Authorised Officer)



ePlan
(Sheet 10 of 10 sheets)

Plan: **DP1195569**

Plan of Subdivision of Lot 3115 in DP 1195568
covered by Campbelltown City Council
Subdivision Certificate No. *25/2015*
Dated *7-5-2015*

~~Signed on behalf of Endeavour Energy ABN~~
59 253 130 878 by its Attorney pursuant to
Power of Attorney Book 4677 No 686 in the
presence of:

Signature of Witness

Signature of Attorney

Name of Witness (print)

Name: Helen Smith

Address of Witness (print)

Position: Manager Property and Fleet

~~c/- Endeavour Energy~~

Date of execution:

~~51 Huntingwood Drive~~

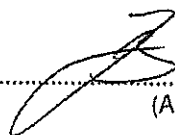
Reference:

~~Huntingwood NSW 2148~~

REGISTERED  27.7.2015

11284219/9
(Stage 3E)

Approved by:
Campbelltown City Council


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(Authorised Officer)





Issue Date: 11 September 2019
Application Number: 201902680
Receipt Number: 4500756

Walkden Law and Mediation
DX 25811
CAMDEN NSW

Your Reference: 194512

PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

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

Property Address: 78 Winter Street
DENHAM COURT NSW 2565

Property Description: Lot 3116 DP 1195569

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

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

PART 1 – Names of relevant planning instruments and DCPs

Planning Instrument: SEPP (Sydney Region Growth Centres) 2006

Effect: R2 Low Density Residential

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

Local environmental plans (LEPs) and deemed environmental planning instruments

None

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

State environmental planning policies (SEPPs)

SEPP No.21 – Caravan Parks

SEPP No.30 – Intensive Agriculture

SEPP No.33 – Hazardous and Offensive Development

SEPP No.44 – Koala Habitat Protection

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

SEPP No.50 – Canal Estate Development
SEPP No.55 – Remediation of Land
SEPP No.64 – Advertising and Signage
SEPP No.65 – Design Quality of Residential Apartment Development
SEPP No.70 – Affordable Housing (Revised Schemes)
SEPP (Vegetation in Non-Rural Areas) 2017
SEPP (Housing for Seniors or People with a Disability) 2004
SEPP No.19 - Bushland in Urban Areas
SEPP (Sydney Region Growth Centres) 2006
SEPP (Building Sustainability Index: BASIX) 2004
SEPP (State Significant Precincts) 2005
SEPP (Mining, Petroleum Production and Extractive Industries) 2007
SEPP (Miscellaneous Consent Provisions) 2007
SEPP (Infrastructure) 2007
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Affordable Rental Housing) 2009
SEPP (State and Regional Development) 2011
SEPP (Educational Establishments and Child Care Facilities) 2017
Sydney REP No.20 - Hawkesbury-Nepean River (No.2 - 1997)

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

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

Draft local environmental plans (LEPs)

None

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

Draft State environmental planning policies (SEPPs)

None

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

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

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

Campbelltown (Sustainable City) DCP 2015

Campbelltown Growth Centres Precinct (East Leppington) DCP 2013

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

PART 2 – Zoning and land use under relevant LEPs

None

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

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

R2 Low Density Residential

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

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

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

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

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

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

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

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

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

PART 3 – Complying development

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

Greenfield Housing Code – on all of the land

Container Recycling Facilities Code – on all of the land

Housing Code – on all of the land

Rural Housing Code – on all of the land

Commercial and Industrial (New Buildings and Additions) 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

General Development Code – on all of the land

Demolition Code – on all of the land

Fire Safety Code – on all of the land

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

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

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

(Note: implementation of the Low Rise Medium Density Housing Code within the Campbelltown Local Government Area has been deferred until 31 October 2019.)

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

PART 4 – Coastal protection

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

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

PART 5 – Mine subsidence

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

PART 6 – Road widening and road realignment

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

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

- a) Council has adopted a policy with respect to all land within the Campbelltown City local government area with unusual site conditions. This policy restricts the development of land where extensive earthworks and/or filling has been carried out. Land, the development of which is restricted by this policy, has a restriction as to user placed on the title of the land stating the details of any restriction. Building lots can be affected by excessive land gradient, filling, reactive or dispersive soils, overland flow and/or mine subsidence. Buildings, structures or site works may require specific structural design to ensure proper building construction. Consequently, some applications may require the submission of structural design details and geotechnical reports. It is suggested that prior to lodging an application, enquiries be made to Council's Planning and Environment Division to ascertain any specific requirements.
- b) Council has adopted by resolution the certified Campbelltown LGA Bush Fire Prone Land Map. This map identifies bush fire prone land within the Campbelltown City local government area as defined in section 10.3 of the Act. Where the land subject of this certificate is identified as bush fire prone land, the document entitled "Planning for Bush Fire Protection" prepared by the NSW Rural Fire Service in co-operation with the Department of Planning and dated December 2006 should be consulted with regards to possible restrictions on the development of the land because of the likelihood of bushfire.
- c) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of tidal inundation.
- d) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of acid sulphate soils.
- e) Council has adopted by resolution a policy on contaminated land which may restrict the development of the land subject of this certificate. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of Council's adopted policy and the

application of provisions under relevant State legislation is warranted.

PART 7A – Flood related development controls information

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

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

PART 8 – Land reserved for acquisition

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

PART 9 – Contribution plans

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

Council has entered into a voluntary planning agreement under section 7.4 of the Environmental Planning and Assessment Act 1979 with the developer for the East Leppington (Willowdale) Project.

Campbelltown Local Infrastructure Contributions Plan 2018

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

PART 9A – Biodiversity certified land

The land subject of this certificate is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016. However, the land subject of this certificate was defined as subject land under Schedule 7, Part 7 (Biocertification of Sydney Region Growth Centres SEPP and related EPIs) of the Threatened Species Conservation Act 1995.

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

PART 10 – Biodiversity stewardship sites

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

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

PART 10A – Native vegetation clearing set asides

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

PART 11 – Bush fire prone land

All of the land subject of this certificate has been identified as bush fire prone land on the Campbelltown City Council - Bush Fire Prone Land Map that has been certified for the purposes of section 10.3(2) of the Act.

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

PART 12 – Property vegetation plans

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

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

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

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

PART 14 – Directions under Part 3A

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

PART 15 – Site compatibility certificates and conditions for seniors housing

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

PART 16 – Site compatibility certificates for infrastructure

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

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

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

PART 18 – Paper subdivision information

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

PART 19 – Site verification certificates

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

PART 20 – Loose-fill asbestos insulation

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

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

PART 21 – Affected building notices and building product rectification orders

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


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

- (a) The land subject of this certificate is not significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.
- (b) The land subject of this certificate is not subject to a management order within the meaning of the Contaminated Land Management Act 1997.

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



Jim Baldwin, per 
Director City Development

State Environmental Planning Policy (Sydney Region Growth Centres) 2006

Appendix 10 Campbelltown Growth Centres Precinct Plan

Part 1 Preliminary

Note. The *Standard Instrument (Local Environmental Plans) Order 2006* sets out matters to be included in standard local environmental plans. While this Precinct Plan is not a standard local environmental plan, it is generally consistent with standard plans. A number of clauses from the *Standard Instrument (Local Environmental Plans) Order 2006* have been included in this Precinct Plan and the clause numbering from that Order has been retained. This means that the numbering in this Precinct Plan may contain some gaps. Additional provisions have been inserted and are numbered accordingly.

1.1 Name of Precinct Plan

This Precinct Plan is the *Campbelltown Growth Centres Precinct Plan 2013*.

1.2 Aims of Precinct Plan

The aims of this Precinct Plan are as follows:

- (a) to make development controls for land that will ensure the creation of quality environments and good design outcomes,
- (b) to protect and enhance environmentally sensitive natural areas and cultural heritage,
- (c) to provide for recreational opportunities,
- (d) to provide for multifunctional and innovative development that encourages employment and economic growth,
- (e) to promote housing choice and affordability,
- (f) to provide for sustainable development,
- (g) to promote pedestrian and vehicle connectivity.

1.3 Land to which Precinct Plan applies

This Precinct Plan applies to land within the East Leppington Precinct as shown on the Land Application Map.

Note. The Land Application Map differs from the Precinct Boundary Map and, as such, this Precinct Plan does not apply to all the land within the East Leppington Precinct (as shown on the Precinct Boundary Map).

1.4 Definition

In this Precinct Plan, *Council* means Campbelltown City Council.

Note. The Dictionary at the end of this State environmental planning policy defines words and expressions for the purposes of this Precinct Plan, including the relevant maps.

1.5 Notes

Notes in this Precinct Plan are provided for guidance and do not form part of this Plan.

1.6 Consent authority

The consent authority for the purposes of this Precinct Plan is (subject to the Act) the Council.

1.8 Repeal of other local planning instruments applying to land

- (1) All local environmental plans and deemed environmental planning instruments applying only to the land to which this Precinct Plan applies are repealed.
- (2) All local environmental plans and deemed environmental planning instruments applying to the land to which this Precinct Plan applies and to other land cease to apply to the land to which this Precinct Plan applies.

Note. *Campbelltown Local Environmental Plan—District 8 (Central Hills Lands)* ceases to apply to the land to which this Precinct Plan applies.

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- (3) This clause does not affect the operation of other provisions of this State environmental planning policy.

1.8A Savings provision relating to pending development applications

If a development application has been made before the commencement of this Precinct Plan in relation to land to which this Precinct Plan applies and the application has not been finally determined before that commencement, the application must be determined as if this Precinct Plan had not commenced.

1.9 Application of SEPPs

- (1) This Precinct Plan is subject to the provisions of any State environmental planning policy that prevails over this Precinct Plan as provided by section 36 of the Act.
- (2) *State Environmental Planning Policy No 1—Development Standards* does not apply to the land to which this Precinct Plan applies.

1.9A Suspension of covenants, agreements and instruments

- (1) For the purpose of enabling development on land in any zone to be carried out in accordance with this Precinct Plan or with a consent granted under the Act, any agreement, covenant or other similar instrument that restricts the carrying out of that development does not apply to the extent necessary to serve that purpose.
- (2) This clause does not apply:
- (a) to a covenant imposed by the Council or that the Council requires to be imposed, or
 - (b) to any prescribed instrument within the meaning of section 183A of the *Crown Lands Act 1989*, or
 - (c) to any conservation agreement within the meaning of the *National Parks and Wildlife Act 1974*, or
 - (d) to any Trust agreement within the meaning of the *Nature Conservation Trust Act 2001*, or
 - (e) to any property vegetation plan within the meaning of the *Native Vegetation Act 2003*, or
 - (f) to any biobanking agreement within the meaning of Part 7A of the *Threatened Species Conservation Act 1995*, or
 - (g) to any planning agreement within the meaning of Division 6 of Part 4 of the Act.
- (3) This clause does not affect the rights or interests of any public authority under any registered instrument.
- (4) Under section 28 of the Act, the Governor, before the making of this clause, approved of subclauses (1)–(3).

Part 2 Permitted or prohibited development

2.1 Land use zones

The land use zones under this Precinct Plan are as follows:

Residential Zones

R2 Low Density Residential

R3 Medium Density Residential

Business Zones

B2 Local Centre

B4 Mixed Use

Special Purpose Zones

SP2 Infrastructure

Recreation Zones

RE1 Public Recreation

Environment Protection Zones

E2 Environmental Conservation

E3 Environmental Management

2.2 Zoning of land to which Precinct Plan applies

For the purposes of this Precinct Plan, land is within the zones shown on the Land Zoning Map.

2.3 Zone objectives and Land Use Table

- (1) The Land Use Table at the end of this Part specifies for each zone:
 - (a) the objectives for development, and
 - (b) development that may be carried out without consent, and
 - (c) development that may be carried out only with consent, and
 - (d) development that is prohibited.
- (2) The consent authority must have regard to the objectives for development in a zone when determining a development application in respect of land within the zone.
- (3) In the Land Use Table at the end of this Part:
 - (a) a reference to a type of building or other thing is a reference to development for the purposes of that type of building or other thing, and
 - (b) a reference to a type of building or other thing does not include (despite any definition in this Policy) a reference to a type of building or other thing referred to separately in the Table in relation to the same zone.
- (4) This clause is subject to the other provisions of this Precinct Plan.

Notes.

- 1 Schedule 1 sets out additional permitted uses for particular land.
- 2 Clause 2.6 requires consent for subdivision of land.
- 3 Part 5 contains other provisions that require consent for particular development.
- 4 Part 6 sets out additional permitted uses for particular land.

2.4 Unzoned land

- (1) Development may be carried out on unzoned land only with consent.
- (2) Before granting consent, the consent authority:
 - (a) must consider whether the development will impact on adjoining zoned land and, if so, consider the objectives for development in the zones of the adjoining land, and
 - (b) must be satisfied that the development is appropriate and is compatible with permissible land uses in any such adjoining land.

2.5 Additional permitted uses for particular land

- (1) Development on particular land that is described or referred to in Schedule 1 to this Appendix may be carried out:
 - (a) with consent, or
 - (b) if the Schedule so provides—without consent,in accordance with the conditions (if any) specified in that Schedule in relation to that development.
- (2) This clause has effect despite anything to the contrary in the Land Use Table at the end of this Part or any other provision of this Precinct Plan.

2.6 Subdivision—consent requirements

Land to which this Precinct Plan applies may be subdivided, but only with consent.

Note. *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* specifies certain subdivision development as exempt development.

2.7 Demolition

The demolition of a building or work may be carried out only with consent.

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Note. The demolition of certain buildings and works is identified in *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* as exempt development.

2.8 Temporary use of land

- (1) The objective of this clause is to provide for the temporary use of land if the use does not compromise future development of the land, or have detrimental economic, social, amenity or environmental effects on the land.
- (2) Despite any other provision of this Precinct Plan, development consent may be granted for development on land in any zone for a temporary use for a maximum period of 52 days (whether or not consecutive days) in any period of 12 months.
- (3) Development consent must not be granted unless the consent authority is satisfied that:
 - (a) the temporary use will not prejudice the subsequent carrying out of development on the land in accordance with this Precinct Plan and this or any other applicable environmental planning instrument, and
 - (b) the temporary use will not adversely impact on any adjoining land or the amenity of the neighbourhood, and
 - (c) the temporary use and location of any structures related to the use will not adversely impact on environmental attributes or features of the land, or increase the risk of natural hazards that may affect the land, and
 - (d) at the end of the temporary use period, the site will, as far as is practicable, be restored to the condition in which it was before the commencement of the use.
- (4) Despite subclause (2), the temporary use of a dwelling as a sales office for a new release area or a new housing estate may exceed the maximum number of days specified in that subclause.
- (5) Subclause (3) (d) does not apply to the temporary use of a dwelling as a sales office mentioned in subclause (4).
- (6) This clause does not prescribe a development standard that may be varied under this Precinct Plan.

Land Use Table

Note. Part 6 of this Precinct Plan sets out local provisions which include additional permissible land uses and heads of consideration for assessment.

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To allow people to carry out a reasonable range of activities from their homes where such activities are not likely to adversely affect the living environment of neighbours.
- To support the well-being of the community by enabling educational, recreational, community, religious and other activities where compatible with the amenity of a low density residential environment.
- To provide a diverse range of housing types to meet community housing needs within a low density residential environment.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Business identification signs; Child care centres; Community facilities; Drainage; Dual occupancies; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home businesses; Home industries; Neighbourhood shops; Places

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of public worship; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings; Veterinary hospitals

4 Prohibited

Any development not specified in item 2 or 3

Zone R3 Medium Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To support the well-being of the community by enabling educational, recreational, community, religious and other activities where compatible with the amenity of a medium density residential environment.
- To provide for a variety of housing types, including residential flat buildings, within a medium density residential environment.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Group homes; Manor homes; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Studio dwellings; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Boat repair facilities; Boat sheds; Business premises; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Electricity generating works; Entertainment facilities; Extractive industries; Freight transport facilities; Function centres; Helipads; Highway service centres; Home occupations (sex services); Industries; Information and education facilities; Marinas; Moorings; Mortuaries; Office premises; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Restricted premises; Retail premises; Rural supplies; Service stations; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wholesale supplies

Zone B2 Local Centre

1 Objectives of zone

- To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.
- To encourage employment opportunities in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.
- To provide for residential development that contributes to the vitality of the local centre.
- To ensure that residential development within the centre does not detract from the primary function of the centre being to provide for retail, business, entertainment and community uses.

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- To facilitate active retail, commercial, entertainment and community facility uses at ground level of mixed use developments.
- To encourage development that will contribute to economic growth and the creation of employment opportunities within the City of Campbelltown.

2 Permitted without consent

Home-based child care; Home businesses; Home occupations

3 Permitted with consent

Boarding houses; Business premises; Car parks; Child care centres; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Office premises; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Retail premises; Roads; Service stations; Shop top housing; Tourist and visitor accommodation; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Boat repair facilities; Boat sheds; Bulky goods premises; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Electricity generating works; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Forestry; Freight transport facilities; Home occupations (sex services); Industries; Marinas; Moorings; Mortuaries; Recreation facilities (major); Research stations; Residential accommodation; Restricted premises; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wholesale supplies

Zone B4 Mixed Use

1 Objectives of zone

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
- To provide for residential development that contributes to the vitality of the local centre.
- To ensure that residential development adjacent to the local centre does not detract from the primary function of the centre being to provide for retail, business, entertainment and community uses.
- To facilitate active retail, commercial, entertainment and community uses at ground level of mixed use developments.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Backpackers' accommodation; Boarding houses; Business premises; Child care centres; Community facilities; Educational establishments; Entertainment facilities; Function centres; Health services facilities; Hostels; Hotel or motel accommodation; Information and education facilities; Multi dwelling housing; Office premises; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Retail premises; Roads; Seniors housing; Serviced apartments; Shop top housing; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Boat repair facilities; Boat sheds; Bulky goods premises; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Electricity generating works; Exhibition homes; Extractive industries; Forestry; Freight transport facilities; Home occupations (sex services); Industries; Mortuaries; Recreation areas;

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Recreation facilities (major); Research stations; Residential accommodation; Rural industries; Sewerage systems; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Waste or resource management facilities; Water recreation structures; Wholesale supplies

Zone SP2 Infrastructure

1 Objectives of zone

- To provide for infrastructure and related uses.
- To prevent development that is not compatible with or that may detract from the provision of infrastructure.

2 Permitted without consent

Nil

3 Permitted with consent

Building identification signs; Bush fire hazard reduction works; Car parks; Community facilities; Drainage; Earthworks; Emergency services facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Roads; The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose; Water recycling facilities; Waterbodies (artificial); Water supply systems

4 Prohibited

Any development not specified in item 2 or 3

Zone RE1 Public Recreation

1 Objectives of zone

- To enable land to be used for public open space or recreational purposes.
- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.

2 Permitted without consent

Environmental protection works

3 Permitted with consent

Building identification signs; Business identification signs; Child care centres; Community facilities; Drainage; Environmental facilities; Flood mitigation works; Information and education facilities; Kiosks; Markets; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Restaurants; Roads; Take away food and drink premises; Water recreation structures; Waterbodies (artificial)

4 Prohibited

Any development not specified in item 2 or 3

Zone E2 Environmental Conservation

1 Objectives of zone

- To protect, manage and restore areas of high ecological, scientific, cultural or aesthetic values.
- To prevent development that could destroy, damage or otherwise have an adverse effect on those values.

2 Permitted without consent

Nil

3 Permitted with consent

Building identification signs; Drainage; Environmental facilities; Environmental protection works; Information and education facilities; Kiosks

4 Prohibited

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

Zone E3 Environmental Management

1 Objectives of zone

- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values.
- To provide for a limited range of development that does not have an adverse effect on those values.
- To set aside certain land as protected scenic environment.
- To ensure that such land will remain a rural environment providing visual contrast to the urban areas of Campbelltown.
- To ensure that the residents of Campbelltown will continue to have views of, and access to, a rural environment.
- To preserve existing farming and agricultural research activities.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Agriculture; Dwelling houses; Environmental facilities; Environmental protection works; Flood mitigation works; Home businesses; Home industries; Recreation areas; Roads

4 Prohibited

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

Part 3

3.1–3.3(Repealed)

Part 4 Principal development standards

4.1 Minimum subdivision lot size

- (1) The objectives of this clause are as follows:
 - (a) to ensure orderly and efficient use of land,
 - (b) to ensure a minimum lot size sufficient for development,
 - (c) to allow for a range of lot sizes that cater for a diversity of land uses and employment activities.
- (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 Precinct Plan.
- (3) The size of any lot resulting from any such subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause does not apply in relation to the subdivision of individual lots in a strata plan or community title scheme.

4.1AA Subdivision resulting in lots between 225–300m²

- (1) This clause applies to land in the following zones:

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- (a) Zone R2 Low Density Residential,
- (b) Zone R3 Medium Density Residential.
- (2) Development consent may be granted to the subdivision of land to which this clause applies resulting in the creation of a lot that has an area of less than 300m² (but not less than 225m²), if the consent authority is satisfied that the lot will contain a sufficient building envelope to enable the erection of a dwelling house on the lot.
- (3) This clause does not apply to a subdivision that is the subject of a development application under clause 4.1AD (2) (b), 4.1AE (2) (b) or 4.1AF.

4.1A Minimum lot sizes for residential development in non-residential zones

- (1) The objectives of this clause are as follows:
 - (a) to establish minimum lot sizes for residential development,
 - (b) to ensure that residential development results in the efficient use of land and contributes to the supply of new housing,
 - (c) to ensure that residential development has adequate usable areas for buildings and open space,
 - (d) to ensure that residential development is compatible with the character of the locality and with surrounding residential areas,
 - (e) to facilitate and encourage the provision of a range of dwelling types.
- (2) This clause applies to development on land for which no minimum lot size is shown on the Lot Size Map.
- (3) The minimum lot size for certain residential development is set out in the table below.

Dwelling type	Minimum lot size
Dwelling houses (detached)	250 square metres
Semi-detached dwellings	400 square metres
Dual occupancies	500 square metres
Secondary dwellings	450 square metres
Attached dwellings	375 square metres
Multi dwelling housing	1,500 square metres
Residential flat buildings	2,000 square metres

- (4) (Repealed)
- (5) This clause does not apply to the residential development of land in Zone R2 Low Density Residential or Zone R3 Medium Density Residential.

4.1AB Minimum lot sizes for residential development in Zone R2 Low Density Residential and Zone R3 Medium Density Residential

- (1) The objectives of this clause are as follows:
 - (a) to establish minimum lot sizes for residential development in Zone R2 Low Density Residential and Zone R3 Medium Density Residential,
 - (b) to ensure that residential development in the East Leppington Precinct results in the efficient use of land and contributes to the supply of new housing in the South West Growth Centre,
 - (c) to ensure that residential development has adequate usable areas for buildings and open space,
 - (d) to ensure that residential development in the East Leppington Precinct is compatible with the character of the locality and with surrounding residential areas,
 - (e) to facilitate and encourage the provision of a range of residential lot types, in particular, small lot housing.
- (2) This clause applies to land in the following zones:
 - (a) Zone R2 Low Density Residential,

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- (b) Zone R3 Medium Density Residential.
- (3) The minimum lot size for a dwelling house is 300m² if the dwelling density (per hectare) shown on the Residential Density Map in relation to the land is 15 or 25.
- (4) The minimum lot size for a dual occupancy is:
 - (a) 500m² if the dwelling density (per hectare) shown on the Residential Density Map in relation to the land is 15, or
 - (b) 400m² if the dwelling density (per hectare) shown on the Residential Density Map in relation to the land is 25.
- (5) The minimum lot size for a semi-detached dwelling is:
 - (a) 200m² if the dwelling density (per hectare) shown on the Residential Density Map in relation to the land is 15, or
 - (b) 125m² if the dwelling density (per hectare) shown on the Residential Density Map in relation to the land is 25.
- (6) The minimum lot size for an attached dwelling is:
 - (a) 1,500m² if the dwelling density (per hectare) shown on the Residential Density Map in relation to the land is 15, or
 - (b) 375m² if the dwelling density (per hectare) shown on the Residential Density Map in relation to the land is 25.
- (7) The minimum lot size for multi dwelling housing is:
 - (a) 1,500m² if the dwelling density (per hectare) shown on the Residential Density Map in relation to the land is 15, or
 - (b) 375m² if the dwelling density (per hectare) shown on the Residential Density Map in relation to the land is 25.
- (8) The minimum lot size for a manor home is 600m² if the dwelling density (per hectare) shown on the Residential Density Map in relation to the land is 20 or 25.
- (9) The minimum lot size for a residential flat building is 2,000m² if the dwelling density (per hectare) shown on the Residential Density Map in relation to the land is 25.

4.1AC Minimum lot sizes for secondary dwellings in Zone R2 Low Density Residential and Zone R3 Medium Density Residential

- (1) This clause applies to land in the following zones:
 - (a) Zone R2 Low Density Residential,
 - (b) Zone R3 Medium Density Residential.
- (2) The minimum lot size for a secondary dwelling on land in Zone R2 Low Density Residential is 450m².
- (3) The minimum lot size for a secondary dwelling on land in Zone R3 Medium Density Residential is the minimum lot size for the principal dwelling in conjunction with which the secondary dwelling is established, determined in accordance with clause 4.1AB, 4.1AD or 4.1AF.
- (4) For the purposes of this clause, a reference to the area of a lot:
 - (a) in relation to land in Zone R2 Low Density Residential, means the area of that part of the lot that is in Zone R2 Low Density Residential, and
 - (b) in relation to land in Zone R3 Medium Density Residential, means the area of that part of the lot that is in Zone R3 Medium Density Residential, and
 - (c) does not include the area of that part of the land that is in any other zone.

4.1AD Exceptions to minimum lot sizes for dwelling houses

- (1) This clause applies to the following:
 - (a) a lot in Zone R2 Low Density Residential that has an area of less than 300m² (but not less than 250m²),

- (b) a lot in Zone R3 Medium Density Residential that has an area of less than 300m² (but not less than 225m²).
- (2) Despite clause 4.1AB, development consent may be granted to the erection of a dwelling house on a lot to which this clause applies if:
 - (a) the lot results from a subdivision to which development consent has been granted in accordance with clause 4.1AA and, in determining the development application for the erection of the dwelling house, the consent authority considers any information that it considered for the purposes of that clause in determining the development application for that subdivision, or
 - (b) the development application is a single development application for development consisting of both of the following:
 - (i) the subdivision of land into 2 or more lots,
 - (ii) the erection of the dwelling house on one of the lots resulting from the subdivision.

4.1AE Exceptions to minimum lot sizes for dwelling houses on other lots in Zone R2 Low Density Residential

- (1) This clause applies to a lot in Zone R2 Low Density Residential that has an area less than 250m² (but not less than 225m²) and the dwelling density (per hectare) shown on the Residential Density Map in relation to the land is 15.
- (2) Despite clause 4.1AB (3), development consent may be granted to the erection of a dwelling house on a lot to which this clause applies if the lot meets the requirements of subclause (3) and:
 - (a) the lot results from a subdivision to which development consent has been granted in accordance with clause 4.1AA and, in determining the development application for the erection of the dwelling house, the consent authority considers any information that it considered for the purposes of that clause in determining the development application for that subdivision, or
 - (b) the development application is a single development application for development consisting of both of the following:
 - (i) the subdivision of land into 2 or more lots,
 - (ii) the erection of the dwelling house on one of the lots resulting from the subdivision.
- (3) A lot meets the requirements of this subclause if:
 - (a) the lot adjoins land in Zone RE1 Public Recreation, or is separated from land within that zone only by a public road, or
 - (b) the lot adjoins land in Zone B1 Neighbourhood Centre, Zone B2 Local Centre or Zone B4 Mixed Use (whether in this or any other Precinct), or is separated from land in any of those zones only by a public road, or
 - (c) the lot is within 400m of land in Zone B2 Local Centre and:
 - (i) adjoins land in Zone SP2 Infrastructure that is set aside for drainage or educational purposes, or
 - (ii) is separated from land in Zone SP2 Infrastructure that is set aside for drainage or educational purposes only by a public road.
- (4) Despite subclause (2), development consent must not be granted to the erection of a dwelling house to which this clause applies unless the consent authority is satisfied that the dwelling house:
 - (a) will not adversely impact on the amenity of adjoining residential properties, and
 - (b) will be designed and orientated to provide active frontages to and surveillance of the public recreation or drainage land, and
 - (c) will not adversely impact on or limit solar access to adjoining residential or public open space land.

4.1AF Exceptions to minimum lot sizes for dwelling houses on small lots

- (1) This clause applies to a lot in Zone R3 Medium Density Residential that has an area less than 225m² (but not less than 125m²).

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(2) Despite clause 4.1AB (3), development consent may be granted to the erection of a dwelling house on a lot to which this clause applies if the development application is a single development application for development consisting of is both of the following:

- (a) the subdivision of land into 2 or more lots,
- (b) the erection of the dwelling house on one of the lots resulting from the subdivision.

4.1AG Minimum lot sizes in split zones

- (1) This clause applies to each lot that contains land in Zone R2 Low Density Residential or Zone R3 Medium Density Residential and land in any other zone.
- (2) For the purposes of clauses 4.1AA–4.1AF, a reference to the area of a lot:
 - (a) in relation to land in Zone R2 Low Density Residential, means the area of that part of the lot that is in Zone R2 Low Density Residential, and
 - (b) in relation to land in Zone R3 Medium Density Residential, means the area of that part of the lot that is in Zone R3 Medium Density Residential, and
 - (c) does not include any part of the lot that is in any other zone.

4.1B Residential density

- (1) The objectives of this clause are:
 - (a) to establish minimum density requirements for residential development, and
 - (b) to ensure that residential development makes efficient use of land and infrastructure, and contributes to the availability of new housing, and
 - (c) to ensure that the scale of residential development is compatible with the character of the growth centre precinct and adjoining land.
- (2) This clause applies to residential development of the kind referred to in clause 4.1AB or 4.1AC (1) that:
 - (a) is carried out on land to which this Precinct Plan applies that is shown on the Residential Density Map, and
 - (b) requires development consent, and
 - (c) is carried out after the commencement of this Precinct Plan.
- (3) The density of any residential development to which this clause applies is not to be less than the density shown on the Residential Density Map in relation to that land.
- (4) In this clause:

density means the net developable area in hectares of the land on which the development is situated divided by the number of dwellings proposed to be located on that land.

net developable area means the land occupied by the development, including internal streets, but excluding land that is not zoned for residential purposes.

4.1C Erection of dwelling houses on land in Zone E3 Environmental Management

- (1) (Repealed)
- (2) Development consent must not be granted to the erection of a dwelling house on a lot in Zone E3 Environmental Management unless the size of the lot is at least the minimum size shown for the land on the Lot Size Map.

4.3 Height of buildings

- (1) The objectives of this clause are as follows:
 - (a) to establish the maximum height of buildings,
 - (b) to minimise visual impact and protect the amenity of adjoining development and land in terms of solar access to buildings and open space,
 - (c) to facilitate higher density development in and around commercial centres and major transport routes.

- (2) The height of a building on any land is not to exceed the maximum height shown for the land on the Height of Buildings Map.

4.6 Exceptions to development standards

- (1) The objectives of this clause are as follows:
- (a) to provide an appropriate degree of flexibility in applying certain development standards to particular development,
 - (b) to achieve better outcomes for and from development by allowing flexibility in particular circumstances.
- (2) Development consent may, subject to this clause, be granted for development even though the development would contravene a development standard imposed by this or any other environmental planning instrument. However, this clause does not apply to a development standard that is expressly excluded from the operation of this clause.
- (3) Development consent must not be granted for development that contravenes a development standard unless the consent authority has considered a written request from the applicant that seeks to justify the contravention of the development standard by demonstrating:
- (a) that compliance with the development standard is unreasonable or unnecessary in the circumstances of the case, and
 - (b) that there are sufficient environmental planning grounds to justify contravening the development standard.
- (4) Development consent must not be granted for development that contravenes a development standard unless:
- (a) the consent authority is satisfied that:
 - (i) the applicant's written request has adequately addressed the matters required to be demonstrated by subclause (3), and
 - (ii) the proposed development will be in the public interest because it is consistent with the objectives of the particular standard and the objectives for development within the zone in which the development is proposed to be carried out, and
 - (b) the concurrence of the Director-General has been obtained.
- (5) In deciding whether to grant concurrence, the Director-General must consider:
- (a) whether contravention of the development standard raises any matter of significance for State environmental planning, and
 - (b) the public benefit of maintaining the development standard, and
 - (c) any other matters required to be taken into consideration by the Director-General before granting concurrence.
- (6) Development consent must not be granted under this clause for a subdivision of land in Zone RU1 Primary Production, Zone RU2 Rural Landscape, Zone RU3 Forestry, Zone RU4 Primary Production Small Lots, Zone RU6 Transition, Zone R5 Large Lot Residential, Zone E2 Environmental Conservation, Zone E3 Environmental Management or Zone E4 Environmental Living if:
- (a) the subdivision will result in 2 or more lots of less than the minimum area specified for such lots by a development standard, or
 - (b) the subdivision will result in at least one lot that is less than 90% of the minimum area specified for such a lot by a development standard.
- Note.** When this Precinct Plan was made it did not include any of these zones other than Zone E2 Environmental Conservation and Zone E3 Environmental Management.
- (7) After determining a development application made pursuant to this clause, the consent authority must keep a record of its assessment of the factors required to be addressed in the applicant's written request referred to in subclause (3).

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- (8) This clause does not allow development consent to be granted for development that would contravene any of the following:
- (a) a development standard for complying development,
 - (b) a development standard that arises, under the regulations under the Act, in connection with a commitment set out in a BASIX certificate for a building to which *State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004* applies or for the land on which such a building is situated,
 - (c) clause 5.4.

Part 5 Miscellaneous provisions

5.1 Relevant acquisition authority

- (1) The objective of this clause is to identify, for the purposes of section 27 of the Act, the authority of the State that will be the relevant authority to acquire land reserved for certain public purposes if the land is required to be acquired under Division 3 of Part 2 of the *Land Acquisition (Just Terms Compensation) Act 1991* (**the owner-initiated acquisition provisions**).

Note. If the landholder will suffer hardship if there is any delay in the land being acquired by the relevant authority, section 23 of the *Land Acquisition (Just Terms Compensation) Act 1991* requires the authority to acquire the land.

- (2) The authority of the State that will be the relevant authority to acquire land, if the land is required to be acquired under the owner-initiated acquisition provisions, is the authority of the State specified below in relation to the land shown on the Land Reservation Acquisition Map (or, if an authority of the State is not specified in relation to land required to be so acquired, the authority designated or determined under those provisions).

Type of land shown on Map	Authority of the State
Zone RE1 Public Recreation and marked "Local open space"	Council
Zone SP2 Infrastructure and marked "Local drainage"	Council
Zone SP2 Infrastructure and marked "Local road"	Council
Zone SP2 Infrastructure and marked "Community facility"	Council
Zone SP2 Infrastructure and marked "Classified road"	Roads and Maritime NSW
Zone SP2 Infrastructure and marked "Educational establishment"	NSW Department of Education and Communities

- (3) Development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

Note. If land, other than land specified in the Table to subclause (2), is required to be acquired under the owner-initiated acquisition provisions, the Minister for Planning and Infrastructure is required to take action to enable the designation of the acquiring authority under this Part. Pending the designation of the acquiring authority for that land, the acquiring authority is to be the authority determined by order of the Minister for Planning and Infrastructure (see section 21 of the *Land Acquisition (Just Terms Compensation) Act 1991*).

5.2 Classification and reclassification of public land

- (1) The objective of this clause is to enable the Council to classify or reclassify public land as "operational land" or "community land" in accordance with Part 2 of Chapter 6 of the *Local Government Act 1993*.

Note. Under the *Local Government Act 1993*, "public land" is generally land vested in or under the control of a council (other than roads, Crown reserves and commons). The classification or reclassification of public land may also be made by a resolution of the

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Council under section 31, 32 or 33 of the *Local Government Act 1993*. Section 30 of that Act enables this Precinct Plan to discharge trusts on which public reserves are held if the land is reclassified under this Precinct Plan as operational land.

- (2) The public land described in Part 1 or Part 2 of Schedule 4 to this Appendix is classified, or reclassified, as operational land for the purposes of the *Local Government Act 1993*.
- (3) The public land described in Part 3 of Schedule 4 to this Appendix is classified, or reclassified, as community land for the purposes of the *Local Government Act 1993*.
- (4) The public land described in Part 1 of Schedule 4 to this Appendix:
 - (a) does not cease to be a public reserve to the extent (if any) that it is a public reserve, and
 - (b) continues to be affected by any trusts, estates, interests, dedications, conditions, restrictions or covenants that affected the land before its classification, or reclassification, as operational land.
- (5) The public land described in Part 2 of Schedule 4 to this Appendix, to the extent (if any) that it is a public reserve, ceases to be a public reserve when the description of the land is inserted into that Part and is discharged from all trusts, estates, interests, dedications, conditions, restrictions and covenants affecting the land or any part of the land, except:
 - (a) those (if any) specified for the land in Column 3 of Part 2 of Schedule 4, and
 - (b) any reservations that except land out of the Crown grant relating to the land, and
 - (c) reservations of minerals (within the meaning of the *Crown Lands Act 1989*).

Note. In accordance with section 30 (2) of the *Local Government Act 1993*, the approval of the Governor to subclause (5) applying to the public land concerned is required before the description of the land is inserted in Part 2 of Schedule 4 to this Appendix.

5.3 Development near zone boundaries

- (1) The objective of this clause is to provide flexibility where the investigation of a site and its surroundings reveals that a use allowed on the other side of a zone boundary would enable a more logical and appropriate development of the site and be compatible with the planning objectives and land uses for the adjoining zone.
- (2) This clause applies to so much of any land that is within the relevant distance of a boundary between any 2 zones. The relevant distance is 50 metres.
- (3) This clause does not apply to land proposed to be developed for the purpose of sex services premises or restricted premises.
- (4) Despite the provisions of this Precinct Plan relating to the purposes for which development may be carried out, development consent may be granted to development of land to which this clause applies for any purpose that may be carried out in the adjoining zone, but only if the consent authority is satisfied that:
 - (a) the development is not inconsistent with the objectives for development in both zones, and
 - (b) the carrying out of the development is desirable due to compatible land use planning, infrastructure capacity and other planning principles relating to the efficient and timely development of land, and
 - (c) if the land is in Zone RE1 Public Recreation, the relevant acquisition authority for any land marked "Local open space" on the Land Reservation Acquisition Map consents to the development being on that land.
- (5) This clause does not prescribe a development standard that may be varied under this Precinct Plan.

5.4 Controls relating to miscellaneous permissible uses

(1) Bed and breakfast accommodation

If development for the purposes of bed and breakfast accommodation is permitted under this Precinct Plan, the accommodation that is provided to guests must consist of no more than 3 bedrooms.

Note. Any such development that provides for a certain number of guests or rooms may involve a change in the class of building under the *Building Code of Australia*.

(2) Home businesses

If development for the purposes of a home business is permitted under this Precinct Plan, the

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carrying on of the business must not involve the use of more than 50 square metres of gross floor area.

(3) Home industries

If development for the purposes of a home industry is permitted under this Precinct Plan, the carrying on of the home industry must not involve the use of more than 30 square metres of gross floor area.

(4) Industrial retail outlets

If development for the purposes of an industrial retail outlet is permitted under this Precinct Plan, the retail gross floor area must not exceed:

- (a) 40% of the combined gross floor area of the industrial retail outlet and the building or place on which the relevant industry is carried out, or
 - (b) 400 square metres,
- whichever is the lesser.

(5) Farm stay accommodation

If development for the purposes of farm stay accommodation is permitted under this Precinct Plan, the accommodation that is provided to guests must consist of no more than 3 bedrooms.

(6) Kiosks

If development for the purposes of a kiosk is permitted under this Precinct Plan, the gross floor area must not exceed 30 square metres.

(7) Neighbourhood shops

If development for the purposes of a neighbourhood shop is permitted under this Precinct Plan, the retail gross floor area must not exceed 100 square metres.

(8) Roadside stalls

If development for the purposes of a roadside stall is permitted under this Precinct Plan, the gross floor area must not exceed 8 square metres.

(9) Secondary dwellings

If development for the purposes of a secondary dwelling is permitted under this Precinct Plan, the total gross floor area of the dwelling (excluding any area used for parking) must not exceed whichever of the following is the greater:

- (a) 110 square metres,
- (b) 30% of the total gross floor area of both the self-contained dwelling and the principal dwelling.

5.6 Architectural roof features

(1) The objectives of this clause are:

- (a) to ensure that architectural roof features are decorative elements only, and
 - (b) to ensure that the majority of the roof features are contained within the prescribed building height.
- (2) Development that includes an architectural roof feature that exceeds, or causes a building to exceed, the height limits set by clause 4.3 may be carried out, but only with consent.

(3) Development consent must not be granted to any such development unless the consent authority is satisfied that:

(a) the architectural roof feature:

- (i) comprises a decorative element on the uppermost portion of a building, and
- (ii) is not an advertising structure, and
- (iii) does not include floor space area and is not reasonably capable of modification to include floor space area, and

(iv) will cause minimal overshadowing, and

(b) any building identification signage or equipment for servicing the building (such as plant, lift motor rooms, fire stairs and the like) contained in or supported by the roof feature is fully integrated into the design of the roof feature.

5.8 Conversion of fire alarms

- (1) This clause applies to a fire alarm system that can be monitored by Fire and Rescue NSW or by a private service provider.
- (2) The following development may be carried out, but only with development consent:
 - (a) converting a fire alarm system from connection with the alarm monitoring system of Fire and Rescue NSW to connection with the alarm monitoring system of a private service provider,
 - (b) converting a fire alarm system from connection with the alarm monitoring system of a private service provider to connection with the alarm monitoring system of another private service provider,
 - (c) converting a fire alarm system from connection with the alarm monitoring system of a private service provider to connection with a different alarm monitoring system of the same private service provider.
- (3), (4) (Repealed)
- (5) In this clause:

private service provider means a person or body that has entered into an agreement that is in force with Fire and Rescue NSW to monitor fire alarm systems.

5.9 Preservation of trees or vegetation

- (1) The objective of this clause is to preserve the amenity of the area through the preservation of trees and other vegetation.
- (2) This clause applies to species or kinds of trees or other vegetation that are prescribed for the purposes of this clause by a development control plan made by the Director-General.

Note. A development control plan may prescribe the trees or other vegetation to which this clause applies by reference to species, size, location or other manner.

- (3) A person must not ringbark, cut down, top, lop, remove, injure or wilfully destroy any tree or other vegetation to which any such development control plan applies without the authority conferred by:
 - (a) development consent, or
 - (b) a permit granted by the Council.
- (4) The refusal by the Council to grant a permit to a person who has duly applied for the grant of the permit is taken for the purposes of the Act to be a refusal by the Council to grant consent for the carrying out of the activity for which a permit was sought.
- (5) This clause does not apply to a tree or other vegetation that the Council is satisfied is dying or dead and is not required as the habitat of native fauna.
- (6) This clause does not apply to a tree or other vegetation that the Council is satisfied is a risk to human life or property.
- (7) This clause does not apply to or in respect of:
 - (a) the clearing of native vegetation that is authorised by a development consent or property vegetation plan under the *Native Vegetation Act 2003* or that is otherwise permitted under Division 2 or 3 of Part 3 of that Act, or
 - (b) the clearing of vegetation on State protected land (within the meaning of clause 4 of Schedule 3 to the *Native Vegetation Act 2003*) that is authorised by a development consent under the provisions of the *Native Vegetation Conservation Act 1997* as continued in force by that clause, or
 - (c) trees or other vegetation within a State forest, or land reserved from sale as a timber or forest reserve under the *Forestry Act 1916*, or
 - (d) action required or authorised to be done by or under the *Electricity Supply Act 1995*, the *Roads Act 1993* or the *Surveying and Spatial Information Act 2002*, or
 - (e) plants declared to be noxious weeds under the *Noxious Weeds Act 1993*, or
 - (f) native vegetation retention areas to which clause 6.2 of this Precinct Plan applies, or
 - (g) existing native vegetation to which clause 6.3 of this Precinct Plan applies.

5.10 Heritage conservation

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Note. Heritage items (if any) are listed and described in Schedule 5 to this Precinct Plan. Heritage conservation areas (if any) are shown on the Heritage Map as well as being described in Schedule 5.

(1) Objectives

The objectives of this clause are as follows:

- (a) to conserve environmental heritage,
- (b) to conserve the heritage significance of heritage items and heritage conservation areas, including associated fabric, settings and views,
- (c) to conserve archaeological sites,
- (d) to conserve Aboriginal objects and Aboriginal places of heritage significance.

(2) Requirement for consent

Development consent is required for any of the following:

- (a) demolishing or moving any of the following or altering the exterior of any of the following (including, in the case of a building, making changes to its detail, fabric, finish or appearance):
 - (i) a heritage item,
 - (ii) an Aboriginal object,
 - (iii) a building, work, relic or tree within a heritage conservation area,
- (b) altering a heritage item that is a building by making structural changes to its interior or by making changes to anything inside the item that is specified in Schedule 5 to this Policy in relation to the item,
- (c) disturbing or excavating an archaeological site while knowing, or having reasonable cause to suspect, that the disturbance or excavation will or is likely to result in a relic being discovered, exposed, moved, damaged or destroyed,
- (d) disturbing or excavating an Aboriginal place of heritage significance,
- (e) erecting a building on land:
 - (i) on which a heritage item is located or that is within a heritage conservation area, or
 - (ii) on which an Aboriginal object is located or that is within an Aboriginal place of heritage significance,
- (f) subdividing land:
 - (i) on which a heritage item is located or that is within a heritage conservation area, or
 - (ii) on which an Aboriginal object is located or that is within an Aboriginal place of heritage significance.

(3) When consent not required

However, development consent under this clause is not required if:

- (a) the applicant has notified the consent authority of the proposed development and the consent authority has advised the applicant in writing before any work is carried out that it is satisfied that the proposed development:
 - (i) is of a minor nature or is for the maintenance of the heritage item, Aboriginal object, Aboriginal place of heritage significance or archaeological site or a building, work, relic, tree or place within the heritage conservation area, and
 - (ii) would not adversely affect the heritage significance of the heritage item, Aboriginal object, Aboriginal place, archaeological site or heritage conservation area, or
- (b) the development is in a cemetery or burial ground and the proposed development:
 - (i) is the creation of a new grave or monument, or excavation or disturbance of land for the purpose of conserving or repairing monuments or grave markers, and
 - (ii) would not cause disturbance to human remains, relics, Aboriginal objects in the form of grave goods, or to an Aboriginal place of heritage significance, or
- (c) the development is limited to the removal of a tree or other vegetation that the Council is satisfied is a risk to human life or property, or
- (d) the development is exempt development.

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(4) Effect of proposed development on heritage significance

The consent authority must, before granting consent under this clause in respect of a heritage item or heritage conservation area, consider the effect of the proposed development on the heritage significance of the item or area concerned. This subclause applies regardless of whether a heritage management document is prepared under subclause (5) or a heritage conservation management plan is submitted under subclause (6).

(5) Heritage assessment

The consent authority may, before granting consent to any development:

- (a) on land on which a heritage item is located, or
- (b) on land that is within a heritage conservation area, or
- (c) on land that is within the vicinity of land referred to in paragraph (a) or (b),

require a heritage management document to be prepared that assesses the extent to which the carrying out of the proposed development would affect the heritage significance of the heritage item or heritage conservation area concerned.

(6) Heritage conservation management plans

The consent authority may require, after considering the heritage significance of a heritage item and the extent of change proposed to it, the submission of a heritage conservation management plan before granting consent under this clause.

(7) Archaeological sites

The consent authority must, before granting consent under this clause to the carrying out of development on an archaeological site (other than land listed on the State Heritage Register or to which an interim heritage order under the *Heritage Act 1977* applies):

- (a) notify the Heritage Council of its intention to grant consent, and
- (b) take into consideration any response received from the Heritage Council within 28 days after the notice is sent.

(8) Aboriginal places of heritage significance

The consent authority must, before granting consent under this clause to the carrying out of development in an Aboriginal place of heritage significance:

- (a) consider the effect of the proposed development on the heritage significance of the place and any Aboriginal object known or reasonably likely to be located at the place by means of an adequate investigation and assessment (which may involve consideration of a heritage impact statement), and
- (b) notify the local Aboriginal communities, in writing or in such other manner as may be appropriate, about the application and take into consideration any response received within 28 days after the notice is sent.

(9) Demolition of nominated State heritage items

The consent authority must, before granting consent under this clause for the demolition of a nominated State heritage item:

- (a) notify the Heritage Council about the application, and
- (b) take into consideration any response received from the Heritage Council within 28 days after the notice is sent.

(10) Conservation incentives

The consent authority may grant consent to development for any purpose of a building that is a heritage item or of the land on which such a building is erected, or for any purpose on an Aboriginal place of heritage significance, even though development for that purpose would otherwise not be allowed by this Precinct Plan, if the consent authority is satisfied that:

- (a) the conservation of the heritage item or Aboriginal place of heritage significance is facilitated by the granting of consent, and
- (b) the proposed development is in accordance with a heritage management document that has been approved by the consent authority, and

- (c) the consent to the proposed development would require that all necessary conservation work identified in the heritage management document is carried out, and
- (d) the proposed development would not adversely affect the heritage significance of the heritage item, including its setting, or the heritage significance of the Aboriginal place of heritage significance, and
- (e) the proposed development would not have any significant adverse effect on the amenity of the surrounding area.

5.11 Bush fire hazard reduction

Bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without consent.

Note. The *Rural Fires Act 1997* also makes provision relating to the carrying out of development on bush fire prone land.

5.12 Infrastructure development and use of existing buildings of the Crown

- (1) This Precinct Plan does not restrict or prohibit, or enable the restriction or prohibition of, the carrying out of any development, by or on behalf of a public authority, that is permitted to be carried out without consent under the *State Environmental Planning Policy (Infrastructure) 2007*.
- (2) This Precinct Plan does not restrict or prohibit, or enable the restriction or prohibition of, the use of existing buildings of the Crown by the Crown.

Part 6 Additional local provisions

6.1 Public utility infrastructure

- (1) The consent authority must not grant development consent to development on land to which this Precinct Plan applies unless it is satisfied that any public utility infrastructure that is essential for the proposed development is available or that adequate arrangements have been made to make that infrastructure available when required.
- (2) In this clause, **public utility infrastructure** includes infrastructure for any of the following:
 - (a) the supply of water,
 - (b) the supply of electricity,
 - (c) the disposal and management of sewage.
- (3) This clause does not apply to development for the purpose of providing, extending, augmenting, maintaining or repairing any public utility infrastructure referred to in this clause.

6.2 Development controls—native vegetation retention areas

- (1) The objective of this clause is to prevent the clearing of certain native vegetation.
- (2) This clause applies to land within a native vegetation retention area as shown on the Native Vegetation Protection Map.
- (3) This clause does not apply to native vegetation that the Council is satisfied:
 - (a) is dying or dead and is not required as the habitat of native fauna, or
 - (b) is a risk to human life or property.
- (4) This clause does not apply to any native vegetation:
 - (a) within a State forest, or land reserved from sale as a timber or forest reserve under the *Forestry Act 1916*, or
 - (b) declared to be noxious weeds under the *Noxious Weeds Act 1993*.
- (5) A person must not clear native vegetation on land to which this clause applies without:
 - (a) approval under Part 3A of the Act, or
 - (b) development consent.
- (6) Development consent under this clause is not to be granted unless the consent authority is satisfied of the following in relation to the disturbance of native vegetation:
 - (a) that there is no reasonable alternative available to the disturbance of the native vegetation,
 - (b) that as little native vegetation as possible will be disturbed,

- (c) that the disturbance of the native vegetation will not increase salinity,
- (d) that native vegetation disturbed for the purposes of construction will be reinstated where possible on completion of construction,
- (e) that the loss of remnant native vegetation caused by the disturbance will be compensated by revegetation on or near the land to avoid any net loss of remnant native vegetation,
- (f) that no more than 0.5 hectares of native vegetation will be cleared unless the clearing is essential for a previously permitted use of the land.
- (7) The consent authority must, when determining a development application in respect of the clearing of native vegetation on land within a zone under this Precinct Plan, have regard to the objectives for development in that zone.
- (8) This clause does not apply to or in respect of action required or authorised to be done by or under the *Electricity Supply Act 1995*, the *Roads Act 1993*, the *Surveying and Spatial Information Act 2002* or the *Sydney Water Act 1994*.

6.3 Development controls—existing native vegetation

- (1) The objective of this clause is to manage existing native vegetation in accordance with the relevant biodiversity measures under Part 7 of Schedule 7 to the *Threatened Species Conservation Act 1995*.
- (2) This clause applies to land within an existing native vegetation area as shown on the Native Vegetation Protection Map.
- (3) This clause does not apply to any vegetation declared to be noxious weeds under the *Noxious Weeds Act 1993*.
- (4) The consent authority must not grant development consent for development on land to which this clause applies unless it is satisfied that the proposed development will not result in the clearing of any existing native vegetation (within the meaning of the relevant biodiversity measures under Part 7 of Schedule 7 to the *Threatened Species Conservation Act 1995*).

6.4 Development controls—flood planning

- (1) The objectives of this clause are as follows:
 - (a) to minimise the flood risk to life and property associated with the use of land,
 - (b) to allow development on land that is compatible with the land's flood hazard, taking into account projected changes as a result of climate change,
 - (c) to avoid significant adverse impacts on flood behaviour and the environment.
- (2) This clause applies to land identified as "Flood prone and major creeks land" on the South West Growth Centre Development Control Map.
- (3) Development consent must not be granted to development on land to which this clause applies unless the consent authority is satisfied that the development:
 - (a) is compatible with the flood hazard of the land, and
 - (b) is not likely to significantly adversely affect flood behaviour resulting in detrimental increases in the potential flood affectation of other development or properties, and
 - (c) incorporates appropriate measures to manage risk to life from flood, and
 - (d) is not likely to significantly adversely affect the environment or cause avoidable erosion, siltation, destruction of riparian vegetation or a reduction in the stability of river banks or watercourses, and
 - (e) is not likely to result in unsustainable social and economic costs to the community as a consequence of flooding.
- (4) A word or expression used in this clause has the same meaning as it has in the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005, unless it is otherwise defined in this clause.

6.5 Sex services premises

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

- (1) The objective of this clause is to minimise land use conflicts and adverse amenity impacts by providing a reasonable level of separation between sex services premises, specified land uses and places regularly frequented by children.
- (2) Development consent must not be granted to development for the purposes of sex services premises if the premises will be located on land that adjoins, is directly opposite or is separated only by a local road from land:
 - (a) in Zone R2 Low Density Residential, Zone R3 Medium Density Residential or Zone RE1 Public Recreation, or
 - (b) used for the purposes of a child care centre, a community facility, a school or a place of public worship.
- (3) In deciding whether to grant consent to development for the purposes of sex services premises, the consent authority must consider the impact the proposed development would have on any place likely to be regularly frequented by children.

6.6 Restricted premises

- (1) Development consent must not be granted to development for the purposes of restricted premises if the premises will be located on land that abuts, or is separated only by a road from land:
 - (a) in Zone R2 Low Density Residential, Zone R3 Medium Density Residential or Zone RE1 Public Recreation, or
 - (b) used for the purposes of a community facility, school or place of public worship.
- (2) In deciding whether to grant consent to development for the purposes of restricted premises, the consent authority must consider:
 - (a) the impact of the proposed development on places of high pedestrian activity, and
 - (b) the impact of the proposed development on land frequented by children for care, recreational or cultural purposes, and
 - (c) whether the appearance of the restricted premises is sufficiently discreet.

6.7 Maximum gross floor area for retail premises in Zone B2

Despite any other provision of this Precinct Plan, the gross floor area of all development for the purpose of retail premises on land in Zone B2 Local Centre must not exceed 16,500 square metres.

6.8 Attached dwellings and multi dwelling housing in Zone R2 Low Density Residential

- (1) The objectives of this clause are:
 - (a) to permit, with development consent, attached dwellings and multi dwelling housing in Zone R2 Low Density Residential in limited circumstances, and
 - (b) to provide location and development criteria that must be satisfied before development consent can be granted.
- (2) Development for the purposes of attached dwellings or multi dwelling housing is permissible with development consent on land in Zone R2 Low Density Residential that:
 - (a) adjoins land in Zone RE1 Public Recreation, or is separated from land in that zone only by a public road, or
 - (b) adjoins land in Zone B2 Local Centre or Zone B4 Mixed Use, or is separated from land in any of those zones only by a public road, or
 - (c) is within 400m of land in Zone B2 Local Centre and:
 - (i) adjoins land in Zone SP2 Infrastructure that is set aside for drainage or educational purposes, or
 - (ii) is separated from land in Zone SP2 Infrastructure that is set aside for drainage or educational purposes only by a public road.
- (3) Development consent must not be granted under this clause unless the consent authority is satisfied that:

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

- (a) the attached dwellings or multi dwelling housing will not adversely impact on the amenity of any adjoining residential properties, and
- (b) the attached dwellings or multi dwelling housing will be designed and orientated to provide active frontages to and surveillance of the public recreation drainage land, and
- (c) the attached dwellings or multi dwelling housing will not adversely impact on or limit solar access to adjoining residential or public open space land.
- (4) This clause has effect despite anything to the contrary in the Land Use Table or any other provision of this Precinct Plan.

Schedule 1 Additional permitted uses

(Clause 2.5)

1 Use of land in Zone B2

- (1) This clause applies to land in Zone B2 Local Centre.
- (2) Development for the purpose of attached dwellings is permitted with development consent but only as part of a mixed use development that includes retail premises.

2 Use of land in Zone SP2

- (1) This clause applies to land in Zone SP2 Infrastructure and marked "Community facility".
- (2) Development for the purpose of an information and education facility is permitted with development consent.

Schedule 4 Classification and reclassification of public land

(Clause 5.2)

Part 1 Land classified, or reclassified, as operational land—no interests changed

Column 1	Column 2
Locality	Description
Nil	

Part 2 Land classified, or reclassified, as operational land—interests changed

Column 1	Column 2	Column 3
Locality	Description	Any trusts etc not discharged
Nil		

Part 3 Land classified, or reclassified, as community land

Column 1	Column 2
Locality	Description
Nil	

Schedule 5 Environmental heritage

(Clause 5.10)

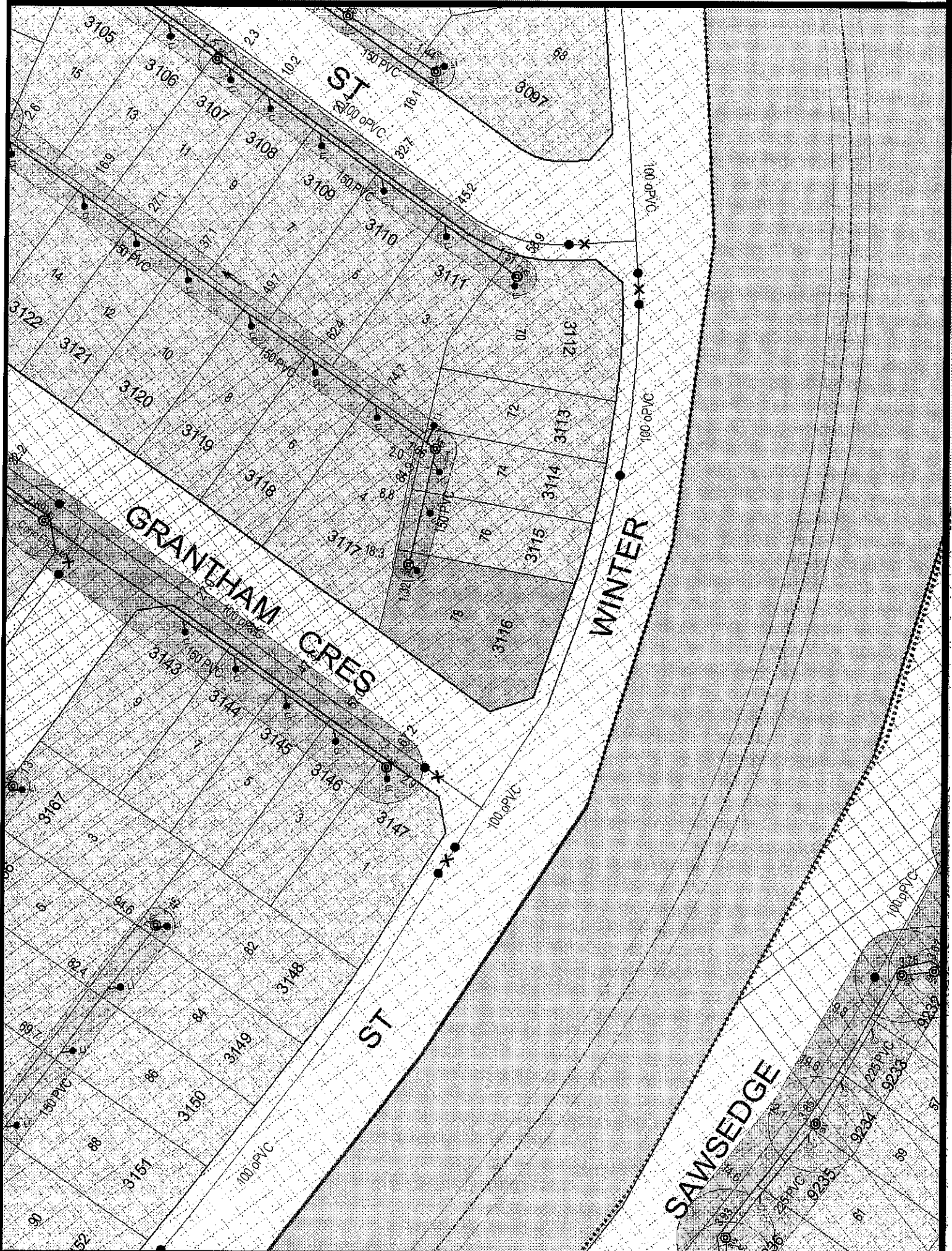
Part 1 Heritage items

Precinct	Item name	Address	Property description	Significance	Item no
East Leppington	Upper Nepean Scheme—Upper Canal	Between the south eastern boundary and Denham Court Road	Lot 1, DP 610145	State	1

PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Part 3 Archaeological sites

Precinct	Item name	Address	Property description	Significance	Item no
East Leppington	Former Leppington Farm House		Lot 41, DP 1174145	Potential State	A1



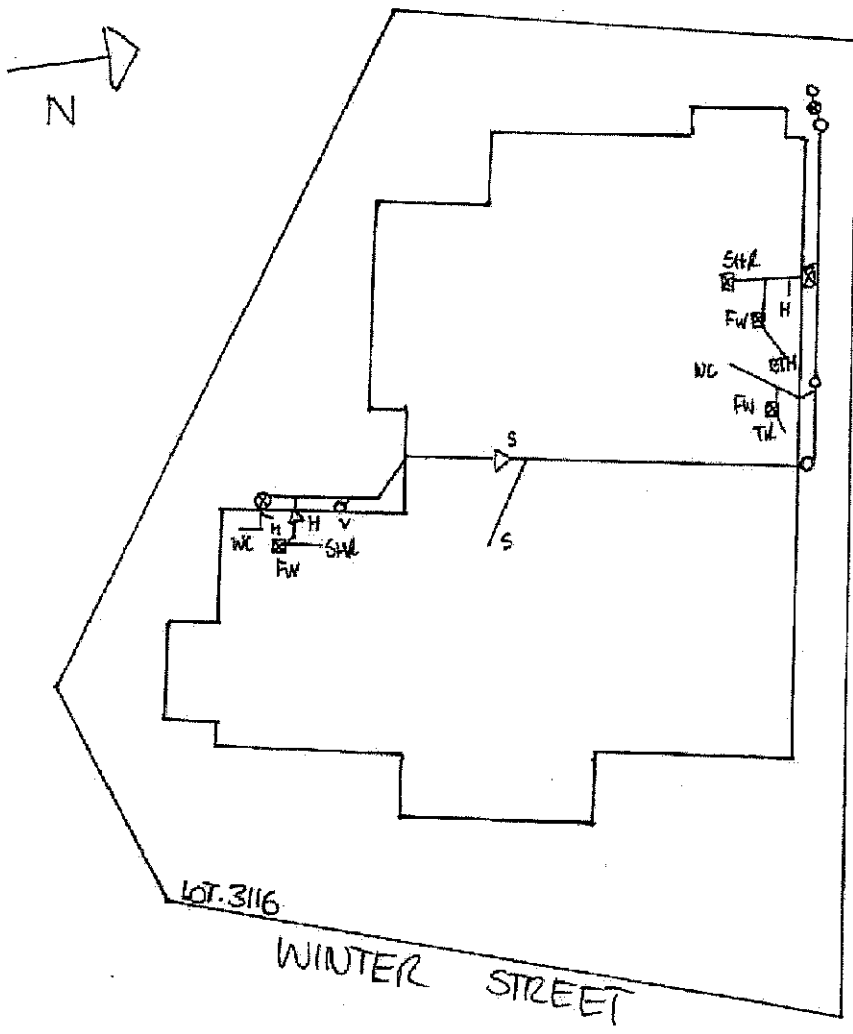
NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's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

SEWER SERVICE DIAGRAM

Lot No 3116 DP No _____ House No _____ Street WINTER
 SUBURB OF WILLOWDALE LGA CAMPBELLTOWN
 Licence No L1448 SCALE 1:200 55D _____
 Signature _____ Now/CoC No _____ Date _____

	Boundary Trap	AAV	Air Admittance Valve	BS	Sink (bar)		Chamber
	Inspection Shaft	H	Basin	(L)	Trough Laundry		Pit
	Inspection Opening	Bth.	Bath Waste	WC	Water Closet		Grease Interceptor
	Gully	Bid	Bidet	Vert	Vertical Pipe		Pump Unit
	FW	CO	Clean Out	ws	Waste Stack		Onsite Treatment System
	Vertical Junction	FW	Floor waste Gully	svp	Sewer Vent Pipe		Reflux Valve
	Sloped Junction	Shr	Shower	V	Vent Pipe		Capped Point
	On back Junction	S	Sink (Kitchen)	IPMF	Induct Pipe Mica Flap		Provisional (future) drain point

NOTE Further acceptable abbreviations may be used as identified in AS/NZS 3500.2:2003 Sanitary Plumbing and Drainage Table 6.1 and OFT Sewer Service Diagram Requirements. © State of New South Wales through NSW Fair Trading May 2012





NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:	ae75766e
Property Address:	78 WINTER STREET DENHAM COURT
Date of Registration:	11 September 2019
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	IN GROUND

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

Mrs Karen Males
78 Winter Street
DENHAM COURT NSW 2565

APPROVAL FINAL OCCUPATION CERTIFICATE

Date of Determination: 23 September 2019

Applicant Name: Mr David James Males and Mrs Karen Suzanne Males and Ms Deandra Ashley Males

Applicant Address: PO Box 171
NARELLAN NSW 2567

Property: Lot 3116 DP 1195569, 78 Winter Street, DENHAM COURT
NSW 2565


Development: Construction of an Inground Swimming Pool

Development Application No.: 463/2016/DA-SP

Construction Certificate No.: 464/2016/CC1&10

Building Classification: Class 10b

1. A current development consent is in force for the building;
2. Where building work has been carried out, a current construction certificate (or complying development certificate) has been issued with respect to the plans and specification for the building;
3. The building is suitable for occupation or use in accordance with its classification under the *'Building Code of Australia'*;
4. Where applicable a fire safety certificate has been issued for the building;
5. Where applicable a report from the Fire Commissioner has been considered.



Joe Guido
Senior Building Surveyor
BPB Registration number:0892

Bernie Cohen & Associates Pty Ltd Trading as
ESSENTIAL CERTIFIERS

ACN : 100386650
ABN : 84047117254



essentialCERTIFIERS

PO Box 208 Casula Mall NSW 2170 ☎ 6/387-393 Hume Hwy, Liverpool 2170
Telephone: (02) 9824-1545 ☎ Facsimile: (02) 9824-1754

CERT. NO:

FINAL OCCUPATION CERTIFICATE

CDC2016-00473

*issued under the Environmental Planning and Assessment Act 1979
clause 6.4 (c) i, clause 6.9 and clause 6.10*

COUNCIL

CAMPBELLTOWN

APPLICANT

Name

Males, Mr David James & Mrs Karen Suzanne C/- New Living Homes

Address

PO Box 323, LIVERPOOL BC 1871

OWNER

Name

Males, Mr David James & Mrs Karen Suzanne

Address

67 Swan Road, EDENSOR PARK

Contact no (telephone/fax)

9741 3386

SUBJECT LAND

Address

78 Winter Street, DENHAM COURT 2565

Lot No 3116

DP - 1195569

APPROVAL DETAILS

D.A No.

N/A

D.A Approval Date

CDC No

CDC2016-00473

Date of CDC Approval

3/11/2015

Issued by

Essential Certifiers

Essential Certifiers Certificate No. CDC2016-00473

WORKS APPROVED

Description	Construction of a single storey dwelling
Whole/Part	Whole

DETERMINATION

Type of Certificate	Final
Decision	Approved
Date of Decision	18/09/2019

RIGHT OF APPEAL

under S109K where the Certifying Authority is a Council an applicant may appeal to the Land and Environmental Court against the refusal to issue a Construction Certificate within 12 months from the date of the decision.

ACCREDITATION BODY

BUILDING PROFESSIONALS BOARD
Level 3, 3 Marist Place, Parramatta NSW 2150

CERTIFICATE

This is to certify that :

I have been appointed as the Principal Certifying Authority under S109E.

I have taken into consideration the health and safety of the occupants of the building.

A current Development Consent/Complying Development Certificate is in force with respect to the building.

A current Construction Certificate/Complying Development Certificate has been issued with respect to the plans and specifications for the building.

The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.

Where required, a final Fire Safety Certificate has been issued for the building.

Where required, a report from the Commissioner of Fire Brigades has been considered.

Essential Certifiers Certificate No. CDC2016-00473

FINAL REPORT

The Accredited Certifier certifies that the subject stages of construction were inspected and found to be satisfactory and the development is completed in accordance with the approved plans and specifications and Council's Development Consent conditions if applicable.

Date	Inspection	Inspected by
21/10/15	Pre CDC Site Inspection	Paul Cohen
29/01/16	Storm Water	Paul Cohen
14/04/16	Framework	Paul Cohen
09/05/16	Water Proofing	Elliot Watkins
10/08/16	Final Inspection	Paul Cohen
11/08/16	Interim OC Completion	Paul Cohen
12/09/19	Preliminary Final	Dany Chemuel
18/09/19	Final Inspection	Paul Cohen

CERTIFICATES RELIED UPON

- \$36 Cheque for Council Lodgement Fee
 - All attachments and certificates as per Interim Occupation Certificate by Essential Certifiers dated 10/8/16
 - Records of inspection by Essential Certifiers for:
 - Preliminary Final dated 12/9/19
 - Final dated 18/9/19
-

CERTIFYING AUTHORITY

Name of Accredited Certifier Paul Cohen
Accreditation No BPB1993

SIGNED:



Revenue

Enquiry ID 3137395
Agent ID 81429403
Issue Date 19 Sep 2019
Correspondence ID 1695895860
Your reference 194512

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D1195569/3116	78 WINTER ST DENHAM COURT 2565	\$447 333

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2019 tax year.

Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.



landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 7808 6906
Help in community languages is available.