

40 Watson Road,
MOUNT ANNAN NSW 2567

Draft Contract

McGrath

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath Real Estate Liverpool 265B Macquarie Street, Liverpool, NSW 2170	Phone: 02 9824 1100 Fax: 02 9824 1120 Ref: Glen Craigie
co-agent		
vendor	Bozin Livrinski and Danjela Livrinski 40 Watson, Mount Annan, NSW 2567	
vendor's solicitor	Coutts Lawyers & Conveyancers Shop 5, 338 Camden Valley Way, NARELLAN NSW 2567 DX 25815 CAMDEN	Phone: 02 4647 7577 Fax: (02) 4647 7447 Ref: MC:GM:20210389 E: melina@couttslegal.com.au
date for completion land (address, plan details and title reference)	42nd day after the contract date (clause 15) 40 Watson Road, Mount Annan, New South Wales 2567 Registered Plan: Lot 5025 Plan DP 842419 Folio Identifier 5025/842419	

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other:
 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 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: garden shed, screen doors, air conditioning		
exclusions				
purchaser				
purchaser's solicitor				
price	\$	E:		
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	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	witness

ChoicesVendor agrees to accept a **deposit-bond** (clause 3) NO yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):

PEXA _____

Electronic transaction (clause 30) no YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable NO yes**GST:** Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

 NO yes

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate):Amount must be paid: AT COMPLETION at another time (specify):Is any of the consideration not expressed as an amount in money? NO yes

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a party must pay the price or any other amount to the other party under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a party must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the party must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the parties agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the parties must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

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

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- ### • Place for completion
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

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

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

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

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <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>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

40 Watson Road MOUNT ANNAN NSW 2567

CONDITIONS OF SALE BY AUCTION

If the Property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*.

- (1) The following conditions are prescribed as applicable to an in respect of the sale by auction of land:
 - a. The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - b. A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - c. The highest bidder is the Purchaser, subject to the any reserve price.
 - d. In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - e. The auctioneer may refuse to accept any bid that in the auctioneer's opinion is not in the best interest of the seller.
 - f. A bidder is taken to be a principal unless before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - g. A bid cannot be made or accepted after the fall of the hammer.
 - h. As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.

- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - a. All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - b. One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - c. When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

ADDITIONAL CLAUSES FORMING PART OF THIS CONTRACT

The terms of the printed Contract to which these additional clauses are annexed will be read subject to the following. If there is a conflict between the additional clauses and the printed Contract, then these additional clauses will prevail. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provisions will be severed from this Contract and such remaining provisions will remain in full force and effect.

33 ALTERATIONS TO PRINTED FORM

- 33.1 Definitions – *settlement cheque* is amended to read as “bank cheque”
- 33.2 Clauses 5.2.1 and 5.2.3 are deleted.
- 33.3 Clause 7.1.1 is amended by deleting the words ‘5% of the price’ and inserting ‘\$1’ in their place.
- 33.4 Clauses 7.1.3 and 8.1.3 the number 14 is to be replaced with the number 7.
- 33.5 Clause 7.2.2 is deleted;
- 33.6 Clause 8.1.1 is amended by deleting the words “on reasonable grounds”
- 33.7 Clause 10.1.9 is amended by deleting the word “substance” and replace with the word “existence”.
- 33.8 Clause 11.2 is deleted.
- 33.9 Clause 13.13.1 is amended by replacing ‘5 days’ with ‘14 days’ and add new clause “13.13.5 If the RW Payment Notification is not provided to the Vendor’s office 14 days prior to settlement then the Purchaser shall pay to the Vendor the sum of \$77.00 to cover legal costs and expenses incurred as a consequence of the Purchaser’s delay.”
- 33.10 Clause 14.4.2 is amended by deleting the words “the person who owned land owned no other land”.
- 33.11 Clause 15 is amended by inserting the words ‘However, this clause does not apply in the event that the vendor has not provided the clearance certificate under clause 31, and the completion date will be the later of the completion date and 7 days after the date that the clearance certificate is served.’
- 33.12 Clause 16 is amended by adding 16.6.1 “If a party serves a Land Tax certificate that is not clear, the Vendor does not have to clear the Land Tax on or before settlement but must have the Land Tax cleared within a reasonable time after settlement”.
- Clause 16.8 is amended by deleting “\$10” and replacing it with “\$5”.
- 33.13 Clauses 23.6, 23.7 and 23.9 are deleted.
- 33.14 Clause 23.13 is deleted.
- 33.15 Clause 23.14 is deleted.
- 33.16 Clause 24.3.3 is deleted.
- 33.17 Clause 25 is deleted.
- 33.18 Clause 28 is deleted.
- 33.19 Clause 29 is deleted.
- 33.20 Clause 30.3.1 is amended by replacing the words “each party must bear equally any disbursements and fees and otherwise bear that party’s own costs” with “the purchaser will pay to the Vendor the amount of \$220 for the Vendor’s legal fees and disbursements as a genuine pre-estimate of those additional expenses, to be allowed an additional adjustment on completion;”
- 33.21 Clause 31.4 is deleted.

34 REAL ESTATE AGENT

The Purchaser was not introduced to the Property or the Vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the Vendor's agent or co-agent, if any, specified in this contract). The Purchaser will indemnify the Vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the Purchaser and against all claims and expenses for the defence and determination of such a claim made against the Vendor. The right continues after completion.

35 NOTICE TO COMPLETE

35.1 If either party is unable or unwilling to complete the contract by the date specified, then the other party shall be entitled at any time on or after the completion date to serve a Notice to Complete making time of the essence of the agreement. Such Notice shall give not less than fourteen (14) day's notice after the day immediately following the day on which that Notice is received by the recipient of the notice. The notice may nominate a specific hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. The party issuing the Notice to Complete shall be at liberty to withdraw that Notice without prejudice to that party's continuing right to give any further Notice to Complete under clause 15.

35.2 Further, if it becomes necessary for the Vendor to issue a Notice to Complete pursuant to this clause, then the Purchaser shall pay to the Vendor the sum of \$220.00 to cover legal costs and expenses incurred as a consequence of the Purchaser's delay, as a genuine pre-estimate of those additional expenses, to be allowed an additional adjustment on completion.

36 SERVICE OF DOCUMENTS

36.1 In addition to the provisions of Clause 20 of this Contract, the parties hereby agree that service of any document or Notice to Complete is considered effected on the party receiving the document or Notice to Complete and that party's legal representative if:

36.1.1 the document or Notice to Complete is sent via email to the legal representative or the office of the party receiving the document or Notice to Complete; or

36.1.2 the document or Notice to Complete is sent via facsimile transmission to the facsimile number noted on the front page of this Contract or as noted on the legal representative letter head.

36.2 The parties hereby agree that service of any document or Notice to Complete shall be deemed to be duly given or made if the provisions of the above clause 36.1 are met. In the event that the time of dispatch is not before 5:00pm (AEDT), the parties agree that service is considered to have occurred the next business day.

37 LATE COMPLETION

If the Purchaser fails to complete this purchase by the completion date, without default by the Vendor, then the Purchaser shall pay to the Vendor on completion, in addition

to the balance purchase money, an amount calculated as ten per cent 10% per annum interest on the balance of purchase monies, computed at a daily rate from the day immediately after the completion date to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

38 CONDITION OF PROPERTY

38.1 The Purchaser accepts the Property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the Purchaser cannot make a claim or requisition or rescind or terminate in this regard.

38.2 The Purchaser accepts the inclusions specified in this Contract in their present state and condition, subject to fair wear and tear and the Vendor is not responsible for any loss, mechanical breakdown or reasonable wear and tear occurring after the Contract date.

39 ENTIRE AGREEMENT

The Purchaser acknowledges that this Contract constitutes the whole agreement between the parties and the Purchaser does not rely upon any warranty, statement or representation made or given by or on behalf of the Vendor except as expressly provided within this Contract. The Purchaser further acknowledges that the property has been inspected by the Purchaser and warrants that they have made their own enquiries, investigations and inspections prior to entering into this Contract and further warrants that they are satisfied with the results of those enquiries, investigations and inspections. The Purchaser will not be entitled to make any objection, raise any requisition, claim for compensation, rescind this Contract or attempt to delay completion in respect of any matter referred to in this special condition.

40 CAPACITY

40.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:

40.1.1 being an individual, dies or becomes mentally ill, then the other party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or

40.1.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enter into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.

40.2 The Purchaser warrants that the Purchaser has the legal capacity to enter into this contract.

41 TRANSFER

41.1 Sufficient particulars of title for the preparation of the Transfer are contained in this contract and the Purchasers shall not require the Vendors to provide any further Statement of Title.

41.1.1 The Transfer document must be provided to our office 14 days prior to settlement. If the Transfer is not provided to our office 14 days prior to settlement then the Purchaser shall pay to the Vendor the sum of \$77.00 to cover legal costs and expenses incurred as a consequence of the Purchaser's delay.

42 RESIDENTIAL WITHHOLDING PAYMENT

42.1 This special condition applies if 14-E of Schedule 1 of the Taxation Administration Act 1953 (The Tax Act) applies to the sale of the Property.

42.1.1 If this clause applies, the Vendor is deemed to satisfy its requirements under The Tax Act by notice under this Contract, and the Purchaser agrees to comply with their obligations under the Residential Withholding payment scheme under The Tax Act and provided the Purchaser complies with its obligations under this Contract, the parties agree to adjust the balance of the Purchase Price on Completion to all for the Residential Withholding Payment.

42.1.2 The Purchaser warrants that it will comply with its obligations under The Tax Act and produce on Completion either:

42.1.3 Written evidence that the Residential Withholding Payment has been paid to the Australian Taxation Office in relation to the Property; or

42.1.4 A bank cheque payable to the Deputy Commissioner of Taxation for the Residential Withholding Payment,

42.1.5 If the Purchaser provides payment in accordance with clause 41.3 (b), the Purchaser warrants to provide the bank cheque to the Australian Taxation Office as soon as practicable after Completion and within the time provided under The Tax Act.

42.1.6 If the Purchaser does not comply with this special condition 41, then the Vendor may delay Completion and charge interest in accordance with this Contract, until such time the Purchaser has complied with its obligations under this clause.

42.1.7 In the event the Purchaser does not pay the Residential Withholding Payment to the Australian Taxation Office or does not produce a bank cheque at completion in accordance with this clause, the Vendor retains the right to payment of the full consideration payable under this Contract. This clause does not merge on completion.

42.1.8 The Purchaser indemnifies the Vendor from any interest, penalty and or legal and or accounting costs that may be incurred by the Vendor due to the Purchasers failure to comply with this clause or

their requirements under the Tax Act, and includes but is not limited to non-payment or delay in payment following Completion, even if such delay is incurred due to a third party. This clause will not merge on completion.

- 42.1.9 The Purchaser may not make any claim, requisition or delay Completion on account of any item arising out of this clause.

43 DEPOSIT

- 43.1. Notwithstanding any other provision of this contract, if a cooling off period applies, then the deposit may be paid by 2 instalments as follows:

- 43.1.1 an amount equivalent to 0.25% of the price – on or before the making of this contract;
- 43.1.2 the balance of the deposit – no later than 5.00pm on the 5th business day after the date of this contract.

- 43.2 The parties agree that, in the event that the Purchaser requests to use a Deposit Bond and the Vendor accepts the use of a Deposit Bond, a deposit bond Guarantee is to be used as a form of deposit the following terms are applicable:

- 43.2.1 In this contract "Bond" means a deposit bond provided by any institution agreed to by the Vendor and issued to the Vendor at the request of the Purchaser in an amount and form approved by the Vendor.
- 43.2.2 The bond will be equivalent to the amount of the full 10% deposit.
- 43.2.3 The bond will be dealt with as if it were a cash deposit under the contract, and the Vendor is entitled to immediately draw upon the Guarantee in any circumstances where the Vendor is entitled to the deposit.
- 43.2.4 At settlement, the Purchaser must pay to the Vendor in addition to all other monies payable under this contract, the full purchase price (less any deposit held by the agent) and the Vendor will return the original Guarantee to the Purchaser.

- 43.3 In the event that the Purchaser should pay a deposit less than ten per cent (10%) of the purchase price, then the deposit is to be paid in two instalments as follows:

- 43.3.1 the first part of the deposit on signing of this Contract or at the expiry of the cooling off period (whichever applies); and
- 43.3.2 the second part of the said ten per cent (10%) of the purchase price shall be paid on the completion or immediately on a default by the Purchaser observing any terms and condition of the Contract. On default by the Purchaser, the balance of the deposit shall immediately become payable to the Vendor and shall be payable notwithstanding that this contract may be terminated as a consequence of the Purchaser's default.

44 RELEASE OF DEPOSIT

Notwithstanding anything else herein contained the deposit or any part of the deposit as the Vendor may require to be released for the purpose of a deposit, stamp duty and balance purchase monies on the purchase of Real Estate, providing that such deposit is held within a Trust Account of a Solicitor or Real Estate Agent or for the discharge of any mortgage or caveat encumbering the subject land, or as the Vendor may direct. The execution of this agreement shall be full and irrevocable authority to the stakeholder named herein to release such deposit.

45 WARRANTY BY PURCHASER

The Purchaser warrants:

45.1 that prior to the later of exchange of contracts, or expiration of the cooling off period, the Purchaser has obtained an approval of Credit in an amount and on reasonable terms to enable the Purchaser to pay for the Property and to complete this contract; OR

45.2 that the Purchaser does not require any Credit or Loan to pay for the Property and complete this Contract.

46 CANCELLATION AND/OR RESCHEDULING OF SETTLEMENT

Should an arranged settlement not take place at the date and time scheduled between the parties and not take place at a further agreed time on that same day and it is not due to the fault of the Vendor or their representatives then the Purchaser shall make an allowance of \$150.00 payable on settlement for each cancelled settlement representing the reasonable costs of the Vendor in cancelling and rebooking settlement.

47 REASONABLE NOTICE

Should a previously arranged settlement not take place at the agreed date and time or at the further agreed time on that same day and it is not due to the fault of the Vendor or their representatives then reasonable notice is deemed to be a minimum of 48 hours to rebook settlement or as per the requirements of the discharging mortgagee. Further, special condition 34 will apply.

48 SETTLEMENT LOCATION

Settlement of this matter will take place wherever the Vendor's Mortgagee directs. If the Property is not mortgaged, or the discharge of mortgage is already held by Coutts Solicitors and Conveyancers, then settlement will be effected at the office of Coutts Solicitors and Conveyancers. However, should the Purchaser not be in a position to settle at the office of Coutts Solicitors and Conveyancers, then settlement may be effected in the Sydney CBD at a place nominated by the Purchaser, so long as the Vendor's Licensed Conveyancer's Sydney Settlement Agents fee is paid by the Purchaser.

49 GUARANTEE FOR CORPORATE PURCHASER

In consideration the the vendor contracting with the corporate purchaser,
[] (the guarantors), as is evidenced
by the guarantors execution hereof, guarantee the performance by the purchaser of all

of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by)
the guarantors in the presence of:)

Signature

Signature of Witness

Print Name of Witness

50 UNAVAILABILITY OF ORIGINAL DOCUMENTS

The Vendor is not required to hand over on settlement the original Survey Report and/or Building Certificates if it is not in the possession of the Vendor.

51 COVID19

In the event of an enforced "lockdown" due to the Covid19 virus the parties agree to the following:-

- a. The cooling off period and the completion date will be automatically extended by the period of the lockdown;
- b. The parties agree that they will do everything to work around the lockdown and complete this Contract with as little impact as is possible.

In the event that a party to the Contract contracts the Covid19 virus or in the event that they need to care for an immediate member of the household of the subject property who has contracted the Covid19 virus then settlement shall be due to take place 7 days in which the party affected has been medically cleared by a general practitioner or other medical specialist.

In the event that a party to the Contract is directed into self-isolation or in the event that they need to care for an immediate member of the household of the subject property who has been directed into self-isolation then settlement shall be due to take place on the later of:-

- 21 days from the date that the affected party has been placed and/or directed into self-isolation, or;
- 7 days in which the party affected has been medically cleared by a general practitioner or other medical specialist.

The party seeking the benefit of this clause must provide reasonable documentation to evidence either the direction into self-isolation or diagnosis of the Covid19 virus.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
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 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. 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.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* 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 Information Certificate or 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 (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act 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 or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) 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?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(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 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. 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?
22. 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) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. 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

25. 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

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
28. 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.
29. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. 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 the completion date.



FOLIO: 5025/842419

SEARCH DATE	TIME	EDITION NO	DATE
15/2/2021	1:34 PM	6	2/9/2018

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

LAND

LOT 5025 IN DEPOSITED PLAN 842419
AT NARELLAN
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF NARELLAN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP842419

FIRST SCHEDULE

BOZIN LIVRINSKI
DANJELA LIVRINSKI
AS JOINT TENANTS (T AH180520)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 W256097 LAND EXCLUDES MINERALS
- 2 EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
DP792463 TO DRAIN WATER 1.5 WIDE
- 3 DP842419 EASEMENT TO DRAIN WATER 1.5 WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP842419 EASEMENT TO DRAIN WATER 1.5 WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 5 DP842419 RESTRICTION(S) ON THE USE OF LAND
- 6 AH180521 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

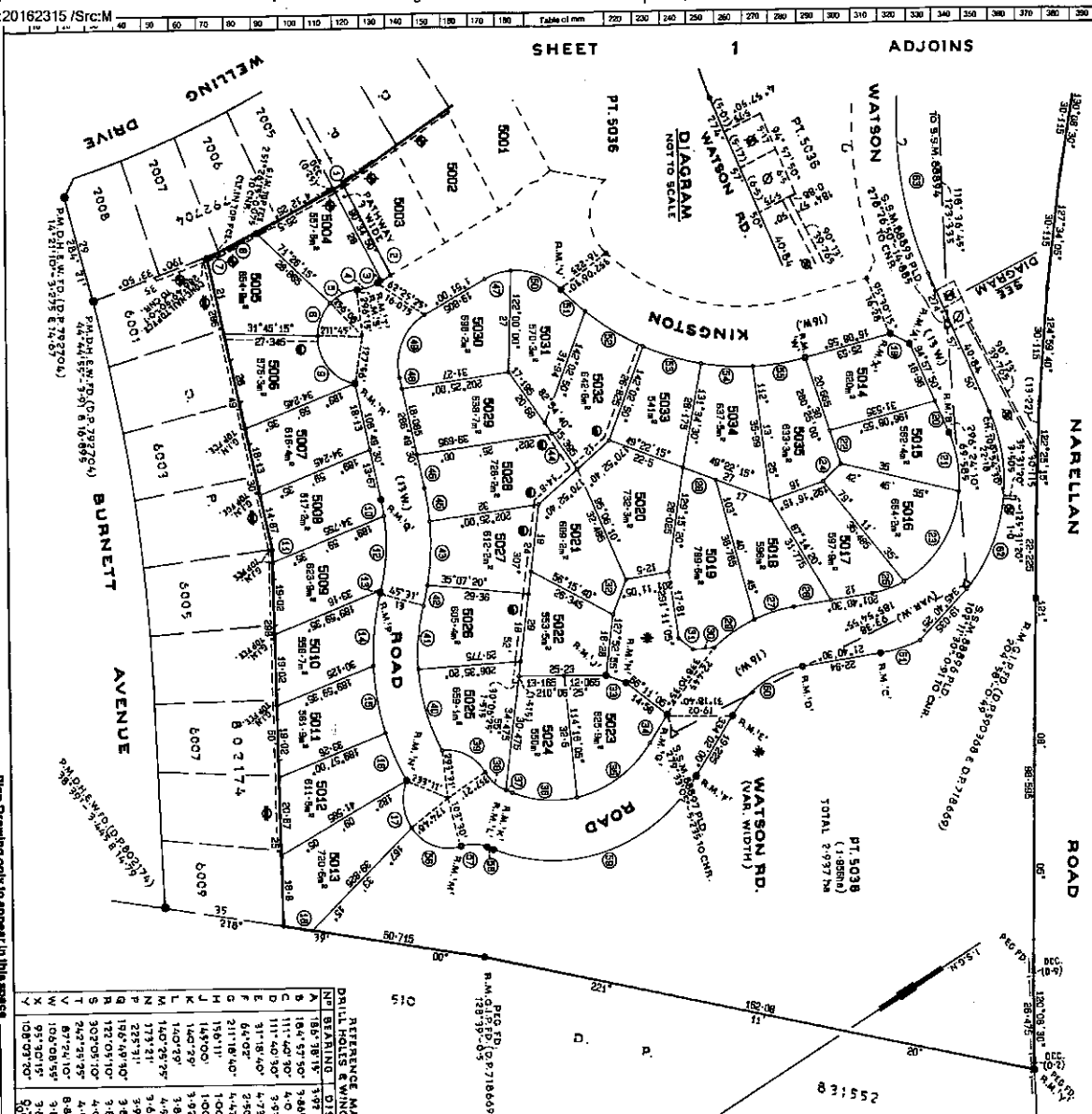
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PRINTED ON 15/2/2021

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

PLAN FORM 3
 To be used in conjunction with Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



SCHEDULE OF SHORT & CURVED BOUNDARIES

NO.	BEARING	CURVED	ARC	PROVIDE
1	180°51'25"	3	1.065	35
2	1°51'00"	3	6.34	35
3	134°51'00"	6.34	18.48	35
4	134°02'55"	6.57	18.50	35
5	149°56'00"	8.465	18.0	35
6	109°30'00"	3.725	12.0	35
7	101°32'00"	11.98	12.5	35
8	4°12'25"	15.7	4.48	35
9	79°50'25"	4.465	19.72	35
10	108°23'45"	10.985	18.48	35
11	208°50'25"	18.0	18.48	35
12	152°02'30"	18.225	18.50	35
13	136°43'00"	18.225	18.50	35
14	109°30'00"	13.87	14	35
15	84°48'00"	13.87	13.85	35
16	113°58'25"	12.65	13.85	35
17	219°38'00"	8.425	13	35
18	253°35'50"	6.18	16	35
19	84°57'50"	3.375	18	35
20	110°14'35"	15.81	30	35
21	280°25'00"	9.335	30	35
22	164°18'10"	28.785	30	35
23	161°18'50"	7.48	30	35
24	161°18'50"	10.82	48	35
25	52°14'45"	11.865	12	48
26	261°13'05"	11.865	14	48
27	49°28'15"	13.945	14	48
28	178°00'30"	13.945	14	48
29	205°30'00"	8.185	14	48
30	246°11'05"	5.185	14	48
31	142°37'00"	10	14	48
32	142°37'00"	8.945	18	34
33	49°06'30"	8.945	18	34
34	164°02'00"	22.71	18	34
35	175°15'00"	18.755	18	34
36	214°28'30"	2.025	7.72	13
37	230°28'00"	7.585	14.48	13
38	248°55'10"	1.758	22.81	50
39	225°22'30"	18.02	5.835	50
40	308°48'20"	18.02	5.835	50
41	281°18'20"	18.02	5.835	50
42	313°00'00"	16.95	17	50
43	322°45'15"	9.005	17	50
44	88°54'40"	11.91	6.3	50
45	250°55'25"	9.005	6.3	50
46	288°45'30"	7.84	19	50
47	13°54'47"	3	18.84	18
48	324°20'15"	18.87	15.915	18
49	49°49'08"	15.915	7.8	18
50	70°13'05"	8.315	7.8	18
51	100 (C.I.P.)	15.48	17.5	7.8
52	59°32'05"	14.075	15.44	7.8
53	32°24'40"	15.44	15.44	7.8
54	21°28'10"	15.44	15.44	7.8
55	48°08'40"	15.44	15.44	7.8
56	32°06'35"	7.585	7.585	12
57	50°29'00"	2.025	68.715	50
58	18°15'35"	61.675	24.945	30
59	307°51'15"	24.945	11.985	30
60	14°12'20"	41.88	50.06	46
61	308°38'35"	47.685	50.06	46
62	307°13'55"	101.44	107.005	46
63				46

REFERENCE MARKS & DISTANCES

NO.	BEARING	DISTANCE
A	155°38'15"	3.97 E (7.94)
B	164°57'30"	4.0 E (12.0)
C	111°40'30"	3.97 E (7.94)
D	31°18'40"	3.97 E (7.94)
E	31°18'40"	2.50 E (7.94)
F	21°18'40"	4.475 E (7.94)
G	15°11'10"	1.00 (C.I.P.)
H	14°00'00"	1.00 (C.I.P.)
I	14°07'39"	3.97 E (7.94)
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Y	14°07'39"	3.96 E (7.94)
Z	14°07'39"	3.96 E (7.94)

DRILL HOLES & DISTANCES

NO.	BEARING	DISTANCE
1	155°38'15"	3.97 E (7.94)
2	164°57'30"	4.0 E (12.0)
3	111°40'30"	3.97 E (7.94)
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5	31°18'40"	2.50 E (7.94)
6	21°18'40"	4.475 E (7.94)
7	15°11'10"	1.00 (C.I.P.)
8	14°00'00"	1.00 (C.I.P.)
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ADJUSTMENTS

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60	14°07'39"	3.96 E (7.94)
61	14°07'39"	3.96 E (7.94)
62	14°07'39"	3.96 E (7.94)
63	14°07'39"	3.96 E (7.94)

ADJUSTMENTS

NO.	BEARING	DISTANCE
1	155°38'15"	3.97 E (7.94)
2	164°57'30"	4.0 E (12.0)
3	111°40'30"	3.97 E (7.94)
4	31°18'40"	3.97 E (7.94)
5	31°18'40"	2.50 E (7.94)
6	21°18'40"	4.475 E (7.94)
7	15°11'10"	1.00 (C.I.P.)
8	14°00'00"	1.00 (C.I.P.)
9	14°07'39"	3.97 E (7.94)
10	14°07'39"	3.96 E (7.94)
11	14°07'39"	3.96 E (7.94)
12	14°07'39"	3.96 E (7.94)
13	14°07'39"	3.96 E (7.94)
14	14°07'39"	3.96 E (7.94)
15	14°07'39"	3.96 E (7.94)
16	14°07'39"	3.96 E (7.94)
17	14°07'39"	3.96 E (7.94)
18	14°07'39"	3.96 E (7.94)
19	14°07'39"	3.96 E (7.94)
20	14°07'39"	3.96 E (7.94)
21	14°07'39"	3.96 E (7.94)
22	14°07'39"	3.96 E (7.94)
23	14°07'39"	3.96 E (7.94)
24	14°07'39"	3.96 E (7.94)
25	14°07'39"	3.96 E (7.94)
26	14°07'39"	3.96 E (7.94)
27	14°07'39"	3.96 E (7.94)
28	14°07'39"	3.96 E (7.94)
29	14°07'39"	3.96 E (7.94)
30	14°07'39"	3.96 E (7.94)
31	14°07'39"	3.96 E (7.94)
32	14°07'39"	3.96 E (7.94)
33	14°07'39"	3.96 E (7.94)
34	14°07'39"	3.96 E (7.94)
35	14°07'39"	3.96 E (7.94)
36	14°07'39"	3.96 E (7.94)
37	14°07'39"	3.96 E (7.94)
38	14°07'39"	3.96 E (7.94)
39	14°07'39"	3.96 E (7.94)
40	14°07'39"	3.96 E (7.94)
41	14°07'39"	3.96 E (7.94)
42	14°07'39"	3.96 E (7.94)
43	14°07'39"	3.96 E (7.94)
44	14°07'39"	3.96 E (7.94)
45	14°07'39"	3.96 E (7.94)
46	14°07'39"	3.96 E (7.94)
47	14°07'39"	3.96 E (7.94)
48	14°07'39"	3.96 E (7.94)
49	14°07'39"	3.96 E (7.94)
50	14°07'39"	3.96 E (7.94)
51	14°07'39"	3.96 E (7.94)
52	14°07'39"	3.96 E (7.94)
53	14°07'39"	3.96 E (7.94)
54	14°07'39"	3.96 E (7.94)
55	14°07'39"	3.96 E (7.94)
56	14°07'39"	3.96 E (7.94)
57	14°07'39"	3.96 E (7.94)
58	14°07'39"	3.96 E (7.94)
59	14°07'39"	3.96 E (7.94)
60	14°07'39"	3.96 E (7.94)
61	14°07'39"	3.96 E (7.94)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
 RESTRICTION ON THE USE OF LAND INTENDED TO BE
 CREATED PURSUANT TO SECTION 88A, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 1 of 4 Sheets)

PART 1

DP 842419

Plan of subdivision of Lot 908 in
 Deposited Plan 800228

Full name and address of
 Proprietor of the land

New South Wales Land and Housing Corporation
 1 Fitzwilliam Street
 PARRAMATTA NSW 2124

1. Identity of easement firstly referred
 to in abovementioned plan

Easement to drain water 1.5 wide

Schedule of lots etc. affected

Lots burdened

Lots benefited

5006
 5026
 5026
 5027
 5028
 5032

6002 to 6009 inclusive in D.P. 802174
 being C.T. Folios 6002-6009 incl/6027+
 5024
 5024, 5025
 5024, 5025, 5026,
 5024, 5025, 5026, 5027, 5029
 5024, 5025, 5026, 5027, 5028, 5029

2. Identity of easement secondly referred
 to in abovementioned plan

Easement for underground mains 1 wide

Schedule of lots etc. affected

Lots burdened

Authority benefited

5036

Prospect Electricity

3. Identity of easement thirdly referred
 to in abovementioned plan

Easement for electricity purposes 5.75 wide

Schedule of lots etc. affected

Lot burdened

Authority benefited

5036

Prospect Electricity

4. Identity of restriction fourthly referred
 to in abovementioned plan

Restriction on use

Schedule of lots etc. affected

Lots burdened

Lots benefited

Each lot except lots 5000, 5036

Every other Lot except Lot 5000, 5036

5. Identity of restriction fifthly referred
 to in abovementioned plan

Restriction on use

Schedule of lots etc. affected

Lots burdened

Lots benefited

5001 - 6036

Mt Annan II Exhibition Village Pty Ltd

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

Lengths are in metres

(Sheet 2 of 4 Sheets)

DP 842419

Plan of subdivision of Lot 906 in
Deposited Plan 800228

Full name and address of
Proprietor of the land

New South Wales Land and Housing Corporation
1 Fitzwilliam Street
PARRAMATTA NSW 2124

6. Identity of easement sixthly referred
to in abovementioned plan

Easement for underground mains 5.75 wide.

Schedule of lots etc. affected

Lots burdened

Lots benefited

5036

Prospect Electricity

Part 2

2. Terms of easement secondly referred to in abovementioned plan

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

NAME OF AUTHORITY whose consent is required to release vary or modify the easement secondly referred to in abovementioned plan

PROSPECT ELECTRICITY

3. Terms of easement thirdly referred to in abovementioned plan

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

NAME OF AUTHORITY whose consent is required to release vary or modify the easement thirdly referred to in abovementioned plan.

PROSPECT ELECTRICITY

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTION ON THE USE OF LAND INTENDED TO BE
CREATED PURSUANT TO SECTION 89B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 3 of 4 Sheets)

PART 2

DP 842419

Plan of subdivision of Lot 898 in
Deposited Plan 800228

Full name and address of
Proprietor of the land

New South Wales Land and Housing Corporation
1 Fitzwilliam Street
PARRAMATTA NSW 2124

4. Terms of Restriction on Use fourthly referred to in abovementioned plan

- (a) No fence shall be erected on each Lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale such but such consent shall not be withheld if such fencing is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation other than purchasers on sale.
- (b) No fence shall be erected or be permitted to remain on each lot burdened without the prior written consent of the New South Wales Land and Housing Corporation which consent will not be withheld if such fence conforms with any guidelines or code setting out the style, dimensions and the materials from which a fence may be constructed:
- (i) published jointly by the New South Wales Land and Housing Corporation and Mt Annan II Exhibition Village Pty Limited; or
- (ii) if there is no joint publication - published by the New South Wales Land and Housing Corporation.
- (c) No Advertising structure hoarding sign or matter shall be erected or displayed or be permitted to remain on each lot burdened (other than a sign advertising that the said lot is for sale or lease) without the prior consent of the New South Wales Land and Housing Corporation which consent will not be withheld if such advertising structure hoarding or sign conforms with any guidelines or code setting out the style, dimensions and the materials from which the advertising structure hoarding sign may be constructed;
- (i) published jointly by the New South Wales Land and Housing Corporation and Mt Annan II Exhibition Village Pty Limited; or
- (ii) if there is no joint publication - published by the New South Wales Land and Housing Corporation.
- This restriction and any consent given pursuant to the restriction will cease to have effect at midnight on 30 June 1998.
- (d) From July 1 1998 no advertising hoarding sign or matter shall be erected or displayed or be permitted to remain on each lot burdened (other than a sign advertising that the said lot is for sale or lease) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

NAME OF AUTHORITY empowered to release vary or modify the restrictions fourthly referred to in abovementioned plan.

NEW SOUTH WALES LAND AND HOUSING CORPORATION



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

Lengths are in metres

(Sheet 4 of 4 Sheets)

PART 2

DP 842419

Plan of subdivision of Lot 908 in
Deposited Plan 800228

Full name and address of
Proprietor of the land

New South Wales Land and Housing Corporation
1 Fitzwilliam Street
PARRAMATTA NSW 2124

5. Terms of Restriction on Use fifthly referred to in abovementioned plan

- 1 No lot burdened shall be used or be permitted to be used for any purpose other than as an exhibition home for the period granted by Camden Council, pursuant to Development Application DA 23/94 or of any extension of that period granted by the Council.
- 2 The person empowered to release vary or modify this restriction is Mt Annan II Exhibition Village Pty Ltd.
- 3 This restriction shall cease to have effect upon the expiration of the period as determined by Council in Clause 1 above or of any extension of that period granted by Council, whichever is the later."

NAME OF AUTHORITY empowered to release vary or modify the restrictions fifthly referred to in abovementioned plan.

NEW SOUTH WALES LAND AND HOUSING CORPORATION

6. Terms of easement sixthly referred to in abovementioned plan

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

NAME OF AUTHORITY whose consent is required to release vary or modify the easement sixthly referred to in abovementioned plan

PROSPECT ELECTRICITY

SIGNED by me Frank Redmond Shepherd)
as DELEGATE of the NEW SOUTH WALES)
LAND AND HOUSING CORPORATION who)
hereby declares that he has no notice)
of the revocation of the delegation)
in the presence of:)

New South Wales Land and Housing Corporation
by its delegate:

DAVID PAUL KERREY

REGISTERED 5.9.1994

RP 44



RESUMPTION APPLICATION

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

RA C 1 of 1 B
 \$33 R1/1

DESCRIPTION OF LAND
 Note (a)

Torrens Title Reference	If part only, delete Whole and give details	Location
101/718669 503/709630 505/709630	WHOLE	NARELLAN

APPLICANT
 Note (b)

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

Note (c)

(the abovenamed Applicant) in consequence of the resumption notified in Government Gazettes dated 21st February, 1986, of a true copy whereof appears hereunder, hereby applies to the Registrar General (i) to make all such recordings in the Register as may be necessary to give effect to the resumption so far as it relates to the land above described and (ii) to issue a new Certificate of Title for the resumed land.

Note (d)

Note (e)

HOUSING ACT, 1976, OF PUBLIC WORKS ACT, 1912, AS AMENDED

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

IT is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council, that in pursuance of the Provisions of section 12 of the Housing Act, 1976, so much of the lands described in the First Schedule hereunder as is Crown land is hereby appropriated, and so much of the said lands as is private property is hereby resumed, under the Public Works Act, 1912, as amended, for the purposes of the Housing Act, 1976, and that the said lands are vested in the New South Wales Land and Housing Corporation excepting the mines and minerals and easements described in the Second Schedule hereto, which are excepted from the vesting.

FIRST SCHEDULE

All those pieces or parcels of land situate at Narellan, in the Municipality of Camden, Parishes of Narellan and St Peter, County of Cumberland, and being lot 101 in Deposited Plan 718669 and lots 303 and 505 in Deposited Plan 709630.

SECOND SCHEDULE

- (a) All mines and minerals contained therein.
- (b) Easement for transmission line see J476019.
- (c) Easement for transmission line see K135418.
- (d) Easement for transmission line see L703318.
- (e) Easement for transmission line see L995283.
- (f) Easement for transmission line see M148016.

Dated at Sydney, this 19th day of February, 1986.

DATE OF APPLICATION March, 1986.....

J.A. RONLAND, Governor.

EXECUTION
 Note (f)

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

By His Excellency's Command

F.J. WALKER, Minister for Housing.

Michael Toohar
 Signature of Witness

MICHAEL TOOHER
 Name of Witness (BLOCK LETTERS)

R. Zande
 Signature of Authorized Officer

LEO MICHAEL ZANDE
 AUTHORISED OFFICER
 LAND AND HOUSING CORPORATION
 Signature of authorized officer

22 Coventry Road, Homebush (Public Servant)

Address and occupation of Witness

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

LODGED BY Department of Housing, Landon Town Hall House, Sydney Square, Sydney. Phone: 267-1955 Delivery Box Number 984A		DOCUMENTS LODGED c/tz Homebush 101/718669 503/709630 505/709630	
Extra Fee	Checked by 	REGISTERED - 19 - 1 MAY 1986 	3CT NOCT

OFFICE USE ONLY

\$33
 C

RP 44

INSTRUCTIONS FOR COMPLETION

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

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

Alterations are not to be made by erasures; the words rejected are to be ruled through and initialled by the applicant.

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

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

(a) Description of land.

(i) TORRENS TITLE REFERENCE—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land subject of this application, e.g. 125/SP2345 or Vol. 8514 Fol. 12A.

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

(iii) LOCATION—Insert the locality shown on the Certificate of Title/Crown Grant, e.g. at Chullora. If the locality is not shown, insert the Parish and County, e.g. Ph. Lismore Co. Ross.

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

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

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

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

(f) Execution.

The certificate of correctness under the Real Property Act, 1900 must be signed by an authorized officer of the applicant who should execute the dealing in the presence of an adult witness to whom he is personally known.

Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

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

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

OFFICE USE ONLY

DIRECTION, PROP No. OF NAMES:		FIRST SCHEDULE DIRECTIONS				
(A)	FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) I	(E)	NAME AND DESCRIPTION
			S			NEW SOUTH WALES LAND AND HOUSING CORPORATION

SECOND SCHEDULE AND OTHER DIRECTIONS						
(P)	FOLIO IDENTIFIER (OR RECD. DEALING & FOLIO IDENTIFIER)	(Q) DIRECTION	(R) NOTFN TYPE	(S) DEALING NUMBER	(T)	DETAILS
	503/709630	SET	GRN			
		OFF	AA	HB59803		
		OFF	EA	DP518633		
		ON	AA			Land excludes minerals
	505/709630	SET	GRN			
		OFF	CV	K965068		
		ON	AA			Land excludes minerals
	101/718669	SET	GRN			
		OFF	AA			
		OFF	EA	F213126		
		OFF	EB	F213126		
		OFF	CV	K305366		
		OFF	CV	K390198		
		OFF	CV	K459791		
		OFF	CV	K576301		
		OFF	EA	DP233953		
		OFF	EB	DP233953		
		OFF	EA	L322335		
		OFF	RU	Q919262		
		OFF	EA	T934137		
		ON	AA			Land excludes minerals

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres.

(Sheet 1 of 4 Sheets)

PART 1

PLAN

DP792463

Plan of subdivision of Lot 906 in Deposited
Plan 789754

Full name and address of
proprietor of the land.

New South Wales Land and Housing Corporation,
23-31 Moore Street,
Liverpool, N.S.W., 2170

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

Easement to drain water 1.5 wide

Schedule of lots etc., affected

Lots burdened

Lots benefited

2067
2068
2069
2070
2071
2080
2081
2082
2092
2093

2066
2066, 2067
2066, 2067, 2068
2071, 2072
2072
2081, 2082, 2083
2082, 2083
2083
2093, Lot 908 in d.p. 789754
Lot 908 in D.P. 789754 Folio Identifier
908/789754

2. Identity of easement secondly referred
to in abovementioned plan.

Easement to drain water 2.5 wide

Schedule of lots etc., affected

Lots burdened

Lots and name of road benefited

2070
2078

2066, 2067, 2068, 2069, 2071, 2072 and Blake
Road
2066, 2067, 2068, 2069, 2070, 2071, 2072 and
Blake Road

3. Identity of easement thirdly referred
to in abovementioned plan.

Easement for underground mains 1 wide

Schedule of lots etc., affected

Lot burdened

Authority benefited

2096

Prospect County Council

4. Identity of easement fourthly referred
to in abovementioned plan.

Easement for electricity purposes 2.75 wide

Schedule of lots etc., affected

Lot burdened

Authority benefited

2073

Prospect County Council



JL/T

Lengths are in metres.

(Sheet 2 of 4 Sheets)

PART 1

PLAN

DP792463

Plan of subdivision of Lot 906 in Deposited Plan 789754

Full name and address of proprietor of the land.

New South Wales Land and Housing Corporation,
23-31 Moore Street,
Liverpool, N.S.W., 2170

5. Identity of restriction fifthly referred to in abovementioned plan.

Restriction on use

Schedule of lots etc. affected

Lots burdened

Lots benefited

Each Lot

Every Other Lot

6. Identity of restriction sixthly referred to in abovementioned plan.

Restriction on use

Schedule of lots etc. affected

Lots burdened

Authority benefited

2081, 2082, 2086, 2087, 2088

Camden Municipal Council

PART 2

3. Terms of easement thirdly referred to in abovementioned plan.

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

NAME OF AUTHORITY whose consent is required to release vary or modify the easement thirdly referred to in abovementioned plan.

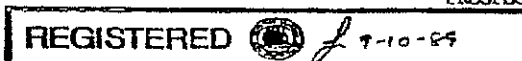
PROSPECT COUNTY COUNCIL

4. Terms of easement fourthly referred to in abovementioned plan.

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

NAME OF AUTHORITY whose consent is required to release vary or modify the easement fourthly referred to in abovementioned plan.

PROSPECT COUNTY COUNCIL



[Handwritten signature]

Lengths are in metres.

(Sheet 3 of 4 Sheets)

PART 2

PLAN

DP792463

Plan of subdivision of Lot 906 in Deposited Plan 789754

Full name and address of proprietor of the land.

New South Wales Land and Housing Corporation,
23-31 Moore Street,
Liverpool, N.S.W., 2170

5. Terms of Restriction on use fifthly referred to in abovementioned plan.

- (a) No more than one main building shall be erected on each lot burdened and such building shall not be used or permitted to be used other than as a private residential dwelling provided that duplex units or dual occupancies shall be allowed subject to the requirements of the responsible authority and further provided that nothing in this clause shall prevent the erection of one main building on any allotment arising out of the resubdivision of one or more of the lots burdened.
- (b) No garage or outbuilding shall be erected or permitted to remain on each Lot burdened except until after or concurrently with the erection of any main building thereon.
- (c) Without the prior consent in writing of the New South Wales Land and Housing Corporation which the New South Wales Land and Housing Corporation may in its complete discretion withhold or grant either unconditionally or subject to any conditions whatsoever, no building or structure shall be erected on any Lot burdened having external walls other than of new materials and any such building shall not be of a prefabricated or a temporary structure or of a kit-type construction or which has been transported to or re-assembled on such a Lot.
- (d) No fence shall be erected on each lot burdened, closer to the street than the house building line, as fixed by the responsible Shire, Municipal or City Council.
- (e) No fence shall be erected on each Lot burdened to divide is from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but consent shall not be withheld if such fence is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.
- (f) No advertisement hoarding sign or matter shall be displayed or erected on each Lot burdened (other than a sign advertising that the said Lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.
- (g) No sanitary convenience erected on each Lot burdened shall be detached or separated from any building erected thereon except where otherwise required by the responsible authority in which event such sanitary convenience shall not be erected in a conspicuous place or position on the said Lot and if the building or structure in which the said sanitary convenience is situate is visible from the street or streets to which the said lot fronts then the same shall be suitably screened.
- (h) No earth clay stone gravel soil or sand shall be excavated carried away or removed from each Lot burdened except so far as may be reasonably necessary for the erection in accordance with the covenants herein contained of any building or swimming pool on the said Lot or for any purposes incidental or ancillary thereto.

NAME OF AUTHORITY whose consent is required to release vary of modify the restriction on use fifthly referred to in abovementioned plan.

NEW SOUTH WALES LAND AND HOUSING CORPORATION



J.B.

RESTRICTIONS ON THE USE OF LAND INTENDED TO BE
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres.

(Sheet 4 of 4 Sheets)

PART 2

PLAN

DP792463

Plan of subdivision of Lot 906 in Deposited
Plan 789754

Full name and address of
proprietor of the land.

New South Wales Land and Housing Corporation,
23-31 Moore Street,
Liverpool, N.S.W., 2170

6. Terms of restriction on use sixthly referred to in abovementioned plan.

No building shall be erected on filled land unless the requirements of Camden Municipal
Council has been complied with.

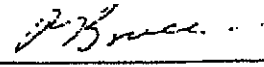
NAME OF AUTHORITY whose consent is required to release vary or modify the restriction on use
sixthly referred to in abovementioned plan.

CAMDEN MUNICIPAL COUNCIL AND THE NEW SOUTH WALES LAND AND HOUSING CORPORATION

SIGNED by me RALPH STUART BRUCE)
as DELEGATE of the NEW SOUTH)
WALES LAND AND HOUSING CORPORATION)
who hereby declares that he has no)
notice of the revocation of the)
delegation in the presence of:)

New South Wales Land and Housing Corporation
by its delegate.







INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres.

(Sheet 1 of 4 Sheets)

PART 1

PLAN

DP792463

Plan of subdivision of Lot 906 in Deposited
Plan 789754

Full name and address of
proprietor of the land.

New South Wales Land and Housing Corporation,
23-31 Moore Street,
Liverpool, N.S.W., 2170

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

Easement to drain water 1.5 wide

Schedule of lots etc., affected

Lots burdened

2067
2068
2069
2070
2071
2080
2081
2082
2092
2093

Lots benefited

2066
2066, 2067
2066, 2067, 2068
2071, 2072
2072
2081, 2082, 2083
2082, 2083
2083
2093, Lot 908 in d.p.789754
Lot 908 in D.P. 789754 Folio Identifier
908/789754

2. Identity of easement secondly referred
to in abovementioned plan.

Easement to drain water 2.5 wide

Schedule of lots etc., affected

Lots burdened

2070
2078

Lots and name of road benefited

2066, 2067, 2068, 2069, 2071, 2072 and Blake
Road
2066, 2067, 2068, 2069, 2070, 2071, 2072 and
Blake Road

3. Identity of easement thirdly referred
to in abovementioned plan.

Easement for underground mains 1 wide

Schedule of lots etc., affected

Lot burdened

2096

Authority benefited

Prospect County Council

4. Identity of easement fourthly referred
to in abovementioned plan.

Easement for electricity purposes 2.75 wide

Schedule of lots etc., affected

Lot burdened

2073

Authority benefited

Prospect County Council



Handwritten initials

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres.

(Sheet 2 of 4 Sheets)

PART 1

PLAN
DP792463

Plan of subdivision of Lot 906 in Deposited
Plan 789754

Full name and address of
proprietor of the land.

New South Wales Land and Housing Corporation,
23-31 Moore Street,
Liverpool, N.S.W., 2170

5. Identity of restriction fifthly referred
to in abovementioned plan.

Restriction on use

Schedule of lots etc. affected

Lots burdened

Lots benefited

Each Lot

Every Other Lot

6. Identity of restriction sixthly referred
to in abovementioned plan.

Restriction on use

Schedule of lots etc. affected

Lots burdened

Authority benefited

2081, 2082, 2086, 2087, 2088

Camden Municipal Council

PART 2

3. Terms of easement thirdly referred to in abovementioned plan.

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

NAME OF AUTHORITY whose consent is required to release vary or modify the easement thirdly referred to in abovementioned plan.

PROSPECT COUNTY COUNCIL

4. Terms of easement fourthly referred to in abovementioned plan.

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

NAME OF AUTHORITY whose consent is required to release vary or modify the easement fourthly referred to in abovementioned plan.

PROSPECT COUNTY COUNCIL

REGISTERED



9-10-89

Handwritten initials

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

Lengths are in metres.

(Sheet 3 of 4 Sheets)

PART 2

PLAN

DP792463

Plan of subdivision of Lot 906 in Deposited
Plan 789754

Full name and address of
proprietor of the land.

New South Wales Land and Housing Corporation,
23-31 Moore Street,
Liverpool, N.S.W., 2170

5. Terms of Restriction on use fifthly referred to in abovementioned plan.

- (a) No more than one main building shall be erected on each lot burdened and such building shall not be used or permitted to be used other than as a private residential dwelling provided that duplex units or dual occupancies shall be allowed subject to the requirements of the responsible authority and further provided that nothing in this clause shall prevent the erection of one main building on any allotment arising out of the resubdivision of one or more of the lots burdened.
- (b) No garage or outbuilding shall be erected or permitted to remain on each Lot burdened except until after or concurrently with the erection of any main building thereon.
- (c) Without the prior consent in writing of the New South Wales Land and Housing Corporation which the New South Wales Land and Housing Corporation may in its complete discretion withhold or grant either unconditionally or subject to any conditions whatsoever, no building or structure shall be erected on any Lot burdened having external walls other than of new materials and any such building shall not be of a prefabricated or a temporary structure or of a kit-type construction or which has been transported to or re-assembled on such a Lot.
- (d) No fence shall be erected on each lot burdened, closer to the street than the house building line, as fixed by the responsible Shire, Municipal or City Council.
- (e) No fence shall be erected on each Lot burdened to divide is from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but consent shall not be withheld if such fence is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.
- (f) No advertisement hoarding sign or matter shall be displayed or erected on each Lot burdened (other than a sign advertising that the said Lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.
- (g) No sanitary convenience erected on each Lot burdened shall be detached or separated from any building erected thereon except where otherwise required by the responsible authority in which event such sanitary convenience shall not be erected in a conspicuous place or position on the said Lot and if the building or structure in which the said sanitary convenience is situate is visible from the street or streets to which the said lot fronts then the same shall be suitably screened.
- (h) No earth clay stone gravel soil or sand shall be excavated carried away or removed from each Lot burdened except so far as may be reasonably necessary for the erection in accordance with the covenants herein contained of any building or swimming pool on the said Lot or for any purposes incidental or ancillary thereto.

NAME OF AUTHORITY whose consent is required to release vary of modify the restriction on use fifthly referred to in abovementioned plan.

NEW SOUTH WALES LAND AND HOUSING CORPORATION

REGISTERED



9-10-89

Handwritten initials

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres.

(Sheet 4 of 4 Sheets)

PART 2

PLAN

DP792463

Plan of subdivision of Lot 906 in Deposited
Plan 789754

Full name and address of
proprietor of the land.

New South Wales Land and Housing Corporation,
23-31 Moore Street,
Liverpool, N.S.W., 2170

6. Terms of restriction on use sixthly referred to in abovementioned plan.

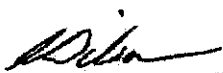
No building shall be erected on filled land unless the requirements of Camden Municipal
Council has been complied with.


NAME OF AUTHORITY whose consent is required to release vary or modify the restriction on use
sixthly referred to in abovementioned plan.

CAMDEN MUNICIPAL COUNCIL AND THE NEW SOUTH WALES LAND AND HOUSING CORPORATION

SIGNED by me RALPH STUART BRUCE)
as DELEGATE of the NEW SOUTH)
WALES LAND AND HOUSING CORPORATION)
who hereby declares that he has no)
notice of the revocation of the)
delegation in the presence of:)

New South Wales Land and Housing Corporation
by its delegate.





REGISTERED  1-10-59



camden
council

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

APPLICANT: Coutts Solicitors & Conveyancers
PO Box 255
NARELLAN NSW 2567

Certificate number: 20210615
Receipt number: 99999
Certificate issue date: 16/02/2021
Certificate fee: \$53.00
Applicant's reference: 20210389
Property number: 112635

DESCRIPTION OF PROPERTY

Land Description: LOT: 5025 DP: 842419
Address: 40 Watson Road MOUNT ANNAN 2567

BACKGROUND INFORMATION

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

 70 Central Ave.
Oran Park NSW 2570

 PO Box 183, Camden 2570

 4654 7777

 ABN: 31 117 341 764

 mail@camden.nsw.gov.au

 camden.nsw.gov.au

 www.facebook.com/camdenCouncil

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPS

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

LOCAL ENVIRONMENTAL PLANS (LEP'S)

Camden Local Environmental Plan 2010.

STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

SEPP No 19 - Bushland in Urban Areas

SEPP No 21 - Caravan Parks

SEPP No 33 - Hazardous and Offensive Development

SEPP No 50 - Canal Estates

SEPP No 55 - Remediation of Land

SEPP No 64 - Advertising and Signage

SEPP No 65 - Design Quality of Residential Apartment Development

SEPP No 70 - Affordable Housing (Revised Schemes)

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

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (State Significant Precincts) 2005

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011



SEPP (Educational Establishments and Child Care Facilities) 2017

SEPP (Vegetation in Non-Rural Areas) 2017

SEPP (Concurrences and Consents) 2018

SEPP (Primary Production and Rural Development) 2019

SEPP (Western Sydney Aerotropolis) 2020

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

DEEMED STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

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

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

DRAFT LOCAL ENVIRONMENTAL PLAN (LEP'S)

Draft Stage 1 Camden Local Environmental Plan 2010 Amendment

DRAFT STATE ENVIRONMENTAL PLANNING POLICY (SEPP'S)

SEPP (Environment) 2017

SEPP (Remediation of Land) 2018

SEPP (Short Term Rental Accommodation) 2019

SEPP (Housing Diversity) 2020

SEPP (Infrastructure) Amendment (Health Services Facilities) 2020

SEPP (Educational Establishments and Child Care Facilities) Amendment 2020

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

DEVELOPMENT CONTROL PLANS

Camden Development Control Plan 2019, as amended

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

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

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

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

A. ZONE R2 LOW DENSITY RESIDENTIAL - CAMDEN LOCAL ENVIRONMENTAL PLAN 2010

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 for educational, recreational, community and religious activities that support the wellbeing of the community.
- * To minimise conflict between land uses within the zone and land uses within adjoining zones.

B. Permitted without consent

Home occupations.

C. Permitted with consent

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Dual occupancies; Dwelling houses; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Oyster aquaculture; Medical centres; Places of public worship; Pond-based aquaculture; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Tank-based aquaculture; Any other development not specified in item B or D

D. Prohibited

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

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

No.

F. Does the land include or comprise critical habitat?

No.

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

No.

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

No.

3. COMPLYING DEVELOPMENT

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

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

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

HOUSING CODE

Complying development MAY be carried out on the land.

LOW RISE HOUSING DIVERSITY CODE

Complying development MAY be carried out on the land.

RURAL HOUSING CODE

Complying development MAY be carried out on the land.

GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land.

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

INLAND CODE

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

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development MAY be carried out on the land.

COMMERCIAL AND INDUSTRIAL NEW BUILDINGS AND ADDITIONS CODE

Complying development MAY be carried out on the land.

CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land.

SUBDIVISION CODE

Complying development MAY be carried out on the land.

DEMOLITION CODE

Complying development MAY be carried out on the land.

FIRE SAFETY CODE

Complying development MAY be carried out on the land.

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

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

Not Applicable.

5. MINE SUBSIDENCE



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

No.

6. ROAD WIDENING AND ROAD REALIGNMENT

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

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

No.

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

Is the land affected by a policy:

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

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

LAND SLIP

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

BUSHFIRE

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

TIDAL INUNDATION

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

SUBSIDENCE

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

ACID SULPHATE SOILS

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

OTHER RISK

Contamination:

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

Salinity:

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

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) Is development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi-dwelling housing or residential flat buildings (not including development for the purposes of group homes or senior housing) subject to flood related development controls?

No.

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

No.

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

8. LAND RESERVED FOR ACQUISITION

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

No.

9. CONTRIBUTION PLANS

The name of each contributions plan applying to the land

Contributions Plan No 3 - Upper Narellan Creek Catchment (Trunk Drainage & Water Quality Facilities).

Camden Contributions Plan 2011



9A. BIO-DIVERSITY CERTIFIED LAND

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

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

No.

10. BIODIVERSITY STEWARDSHIP SITES

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

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

No.

10A. NATIVE VEGETATION CLEARING SET ASIDES

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

No.

11. BUSH FIRE PRONE LAND

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

No.

12. PROPERTY VEGETATION PLANS

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

No.

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

 70 Central Ave,
Oran Park NSW 2570

 PO Box 183, Camden, 2570

 4654 7777

 ABN: 31 117 341 764

 mail@camden.nsw.gov.au

 camden.nsw.gov.au

 www.facebook.com/camdenCouncil

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

No.

14. DIRECTIONS UNDER PART 3A

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

No.

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

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

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

No.

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

No.

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

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

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

No.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

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

No.

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

No.

18. PAPER SUBDIVISION INFORMATION

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

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

Not Applicable.

19. SITE VERIFICATION CERTIFICATES

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

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

No.

20. LOOSE-FILL ASBESTOS INSULATION

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

No.

21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

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



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

No.

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

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

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

No.

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

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

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

No.

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

No.

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

No.

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

No.

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

No.

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



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

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

No.

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

No.

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

No.

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

No.

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

No.

DISCLAIMER AND CAUTION

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

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

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



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SEWERAGE SERVICE DIAGRAM

M.W.S. & D.S.

MUNICIPALITY OF CAMDEN

SUBURB OF M.T. AIRIAN

Copy of Diagram No. **3022897**

INDICATES - DRAINAGE FITTINGS

■	Manhole
□	Chamber
●	L.M.
⊕	Boundary Trap
⊕	Inspection Shaft
⊕	Pt
⊕	G
⊕	G
⊕	G
⊕	G

⊕	P	P. Trap
⊕	R	Reflex Valve
⊕	⊕	Cleaning Eye
⊕	⊕	Vertical Pipe
⊕	IP	Induct Pipe
⊕	MF	Misc Flap
⊕	Jn.	Junction
⊕	RP	Rodding Point

SYMBOLS AND ABBREVIATIONS



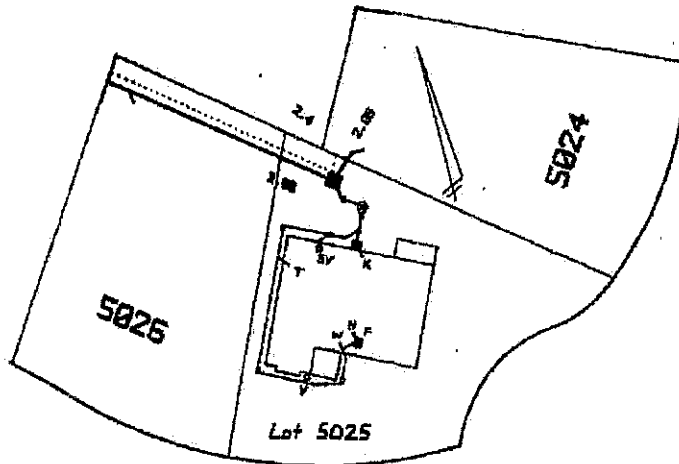
INDICATES - PLUMBING FIXTURES & OR FITTINGS

CO	Clear Out	SD	Sink
⊕	V	S	Shower
⊕	T	DW	Dishwasher
⊕	K	F	Floor Waste
⊕	W	M	Washing Machine
⊕	B	BS	Bat Sink
⊕	H	LS	Lab Sink
⊕	SV	WVS	Waste Stack

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Client accepts no responsibility for the suitability of the drainage in relation to the eventual position of the client's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at the Board's Business Offices. (Section 33 Of Board's Act). Position of structures, boundaries, sewers and sewerage services shown hereon are approximate only, and in general the utility of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in details can occur from amendments to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licenses is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage services shown as existing in Board's records (By-Law 8, Clause 3).

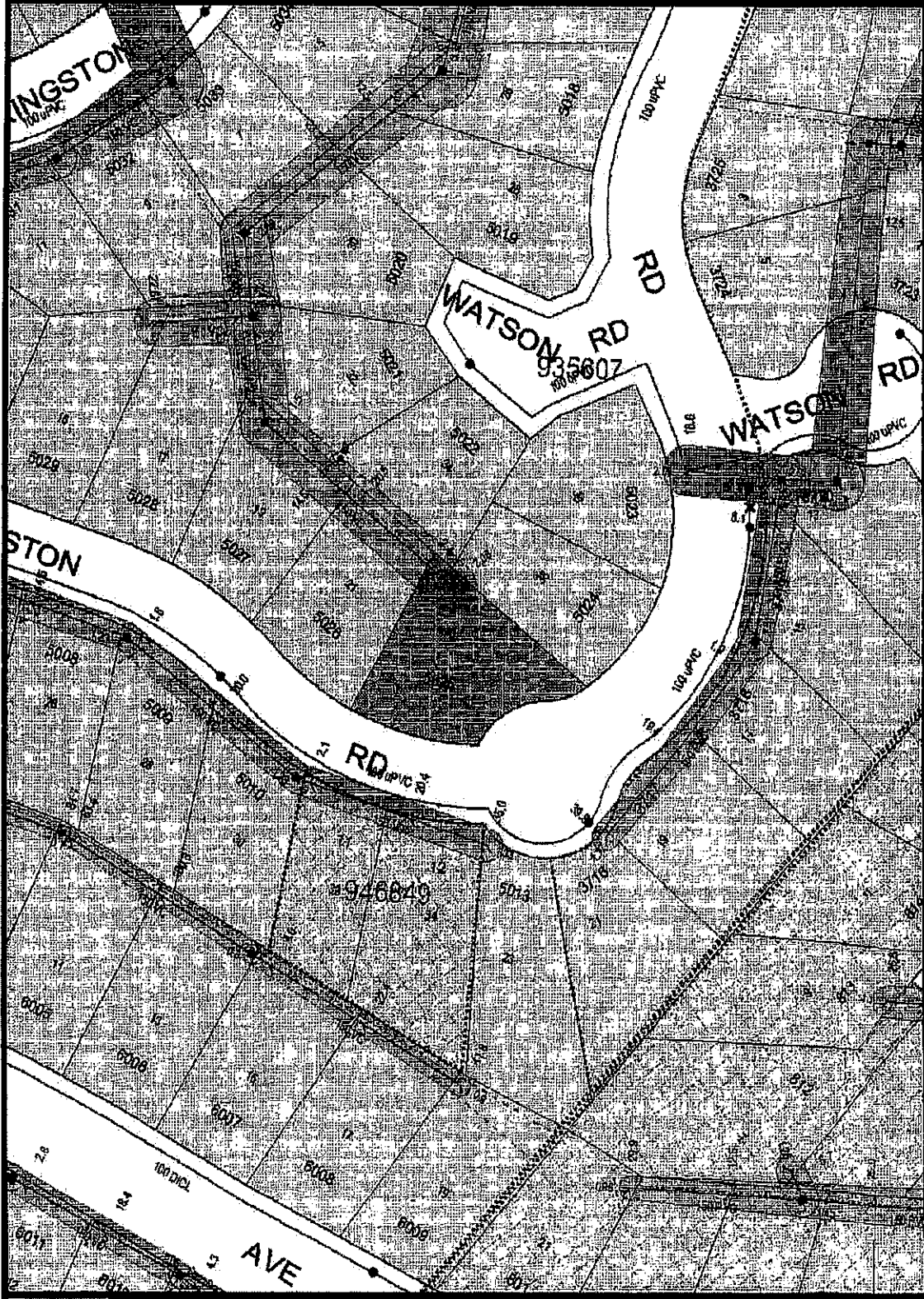


KINGSTON RD.

Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres

W.s	DRAINAGE inspected by	Date of Issue	PLUMBING Inspected	YES	NO
	Inspector				
U.s	Cert. Of Compliance No.	Outfall	Inspector		
	Field Diagram Examined by			Cert. Of Compliance No.	
Sewer Ref.		Drains			
Sheet No.		Plumbers			

NOTE: This diagram only indicates availability of a sewer and any sewerage services 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 approximate only.



NOTE: This diagram only indicates availability of a sewer and any other service structures according to 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 herein are approximate only.