

155 Bardia Avenue

**BARDIA NSW 2565**

Draft Contract

**McGrath**

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 77401908	NSW DAN:
vendor's agent	McGrath Estate Agents 265 Macquarie St, Liverpool NSW 2170	JessicaBaron@mcgrath.com.au	Phone: (02) 9824 1100 Fax: (02) 9824 1120
co-agent	N/A		Ref:
vendor	XUN FAN 155 Bardia Avenue, Bardia NSW 2565		
vendor's solicitor	H & H Lawyers Level 5, 32 Martin Place Sydney NSW 2000		Phone: 02 9233 1411 Fax: 02 9223 5366 Ref: FAN217035
date for completion	42 days after the contract date	(clause 15)	Email: reiko.reynolds@hhlaw.com.au
land	155 BARDIA AVE BARDIA NSW 2565 (Address, plan details and title reference)	LOT 34 IN DEPOSITED PLAN 1240733 34/1240733	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

**GST AMOUNT (optional)**

The price includes  
GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

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

**Nominated Electronic Lodgment Network (ELN)** (clause 30) PEXA  no  YES

**Electronic transaction** (clause 30)  no  YES

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

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

land tax is adjustable  NO  yes

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

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

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

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

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

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

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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

## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

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

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

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

**20 Miscellaneous**

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

**24 Tenancies**

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

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

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

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

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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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

# Annexure A

## Special Conditions

### 33 Definitions and Interpretation

#### 33.1 Definitions

In this contract:

“**contract**” means the Standard Form together with these Special Conditions;

“**Special Conditions**” means the conditions contained in this Annexure “A”;

“**Standard Form**” means the standard form Contract for the sale of land - 2019 Edition;

#### 33.2 Interpretation

In this contract, headings and boldings are for convenience only and do not affect the interpretation of this contract and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this contract have a corresponding meaning;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;
- (e) a reference to anything (including, but not limited to, any right) includes a part of that thing;
- (f) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of, and a party, annexure, exhibit and schedule to, this contract and a reference to this contract includes any annexure, exhibit and schedule;
- (g) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (h) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- (i) a reference to a party to a document includes that party's successors and permitted assigns;
- (j) no provision of this contract will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this contract or that provision;
- (k) a covenant or contract on the part of two or more persons binds them jointly and severally;
- (l) a reference to an agreement other than this contract includes an undertaking, deed, contract or legally enforceable arrangement or understanding whether or not in writing;
- (m) a reference to an asset includes all property of any nature, including, but not limited to, a business, and all rights, revenues and benefits;

- (n) a reference to a document includes any contract in writing, or any certificate, notice, deed, instrument or other document of any kind;
- (o) a reference to liquidation includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death;
- (p) a reference to a body, other than a party to this contract, (including, without limitation, an institute, association or authority), whether statutory or not:
  - (i) which ceases to exist; or
  - (ii) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and
- (q) a reference to “requisition” includes an inquiry.

### **33.3 Incorporated definitions**

A word or phrase (other than one defined in clause 33.1) defined in the Standard Form has the same meaning in these Special Conditions.

### **33.4 Business Day**

Where the day on or by which anything is to be done is not a business day, that thing must be done on or by the preceding business day.

## **34 Amendments to Contract**

### **34.1** Clauses 1 to 32 inclusive of this contract are amended as follows:

- (a) clause 2.9 is deleted and substituting the words “*clause 37.3*”;
- (b) clause 7 is amended by deleting the words “*before completion*” in line 1 and 2 and replacing them with the words “*within 14 days of the date of this contract*”;
- (c) clause 7.1.1 is deleted;
- (d) clause 7.2.2 is amended by deleting the words “*clause 2.9*” and substituting the words “*clause 37.3*”;
- (e) clause 7.2.6 is amended by inserting the words “*and the amount held and all net interest must be paid to the Vendor*” at the end of the clause.
- (f) clause 10.1 is deleted and the following inserted in lieu thereof:  
“*The Purchaser cannot make a claim or requisition, delay completion or rescind or terminate in respect of*”;
- (g) in clauses 10.1.8 and 10.1.9, references to “*substance*” and “*disclosed*” are replaced with “*existence*” and “*noted*”, respectively;
- (h) clause 10.1.1 is amended to include the following subclauses:
  - 10.1.10: the position of any fences that may encroach upon the property or upon any adjoining land or footpath or the absence of any fence or part thereof on the boundaries of the property; or
  - 10.1.11: any encroachment by or upon the property.

- (i) clause 12.1 is amended by inserting the words “*other than a building certificate*” after the word “*report*”;
- (j) clause 12.2.1 is amended by inserting the words “*other than a building certificate*” after the word “*certificate*”;
- (k) clause 14.4.2 is deleted from the contract and replaced by the following clause:  
“*The amount to be adjusted for land tax is the amount of land tax actually payable in respect of the property by virtue of the ownership by the Vendor*”;
- (l) clause 15 is deleted and substituted by clause 38;
- (m) clause 16.5 is amended by inserting after the word “*registration*” the words “*the document must be in registrable form and*” and by deleting the words “*plus another 20% of that fee*”;
- (n) clause 16.8 is deleted;
- (o) clause 23.5.2 – delete words “*but is disclosed in this contract*”;
- (p) clause 23.6 is deleted;
- (q) clause 23.7 – delete words “*under clause 23.6.1*” and add “*in accordance with clause 14.1*”; and
- (r) clauses 19.2.3, 23.13, 23.14, 23.17, 25, 26, 27, 28, 29, 30.2.2, 30.3, are deleted.

**34.2** If there is any inconsistency between the Standard Form and these Special Conditions, the Special Conditions prevail.

### **35 Title and capacity of parties**

**35.1** Despite clause 4.2, the particulars of title disclosed in this contract are sufficient for the Purchaser to prepare the transfer.

**35.2** Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity had this clause not been included, it is agreed that if the Purchaser (not being otherwise in default under this contract):

- (a) being an individual, dies or becomes incapable because of unsoundness of mind to manage his or her own affairs; or
- (b) being a company resolves to go into liquidation or has a petition for its winding up presented and not withdrawn within 30 days after presentation or enters into any scheme or arrangement with its creditors under the relevant provisions of the *Corporations Act 2001* or any similar legislation or if a liquidator, receiver or receiver and manager or provisional liquidator is appointed of the Purchaser;

then the Vendor may by notice in writing to the Purchaser rescind this contract and the provisions of clause 19 apply.

**35.3** Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Purchaser at law or in equity had this clause not been included, it is agreed that if the Vendor (not being otherwise in default under this contract):

- (a) being an individual, dies or becomes incapable because of unsoundness of mind to manage his or her own affairs; or

- (b) being a company resolves to go into liquidation or has a petition for its winding up presented and not withdrawn within 30 days after presentation or enters into any scheme or arrangement with its creditors under the relevant provisions of the *Corporations Act 2001* or any similar legislation or if a liquidator, receiver or receiver and manager or provisional liquidator is appointed of the Vendor;

then the Purchaser may by notice in writing to the Vendor rescind this contract and the provisions of clause 19 apply.

**35.4** If the Purchaser is a “foreign person” under the *Foreign Acquisitions and Takeovers Act 1975* (Cth), the Purchaser warrants to the Vendor that, before the date of this contract, the Purchaser has obtained the approval of the Foreign Investment Review Board of the Commonwealth of Australia and any other body in existence in Australia which by virtue of any law or otherwise exercises control or supervision over the acquisition of real estate, required for the purchase of the property.

**35.5** The Purchaser indemnifies the Vendor against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which the Vendor pays, suffers, incurs or is liable for as a result of a breach of the warranty contained in clause 35.4.

**35.6** If the Purchaser is a company, the officers or persons who sign the Contract on behalf of the company or who attest the seal of the company on this Contract:

- (a) Jointly and separately guarantee all obligations of the Purchaser under this Contract including the payment of the purchase price;
- (b) Jointly and separately indemnify the Vendor in respect of any default of the Purchaser under this Contract; and
- (c) This guarantee and indemnity are given by each guarantor as principal and are not discharged or released by any release or variation of this Contract between the Vendor and the Purchaser.

## **36 Acknowledgement by Purchaser**

**36.1** The Purchaser acknowledges that:

- (a) the provisions of this contract contain the entire agreement between the parties as at the date of this contract; and
- (b) it does not rely upon any statement, representation, warranty, condition or promise made or given by or on behalf of the Vendor except as may be set out in this contract.

**36.2** The Purchaser agrees and warrants that:

- (a) in entering into this contract the Purchaser has not relied upon any warranty or representation made by or any other conduct of the Vendor or any person on behalf of the Vendor except those that are expressly provided in this contract;
- (b) the Purchaser is relying entirely upon its own enquiries relating to the property and is purchasing the property, improvements and inclusions in its present state of repair and condition together with any defect whether latent or patent; and
- (c) the Purchaser has obtained independent expert advice in respect of and is satisfied about the nature of the property and the purposes for which the property may be lawfully used.

**36.3** Without limiting the generality of clause 36.2, the Purchaser agrees that neither the Vendor nor anyone on behalf of the Vendor has made any representation or warranty upon which the Purchaser relies as to any financial return or income to be derived from the property.

- 36.4 The Purchaser accepts the property, improvements and inclusions in their state of repair and subject to any latent or patent defects or any infestation or dilapidation in each case existing at the date of this contract and existing at the date of completion.
- 36.5 The Purchaser must not make any objection, requisition or claim, delay completion of or rescind or terminate this contract in connection with the state of repair or condition of the property or its suitability for any purpose or require the Vendor to carry out any work in relation to the property. In case of a property with backyard and/or front yard, the purchaser must not require the vendor to mow the lawn before settlement, or make any objection, requisition or claim, delay completion of or rescind or terminate this contract in connection with the state of the lawn at the time of the completion even if the lawn is overgrown.
- 36.6 Without limiting the generality of clause 36.4, the Purchaser is not entitled to make any objection, requisition or claim, delay completion of or rescind or terminate this contract because of any matter referred to in clause 36.2, including, without limitation, the condition of the property, improvements and inclusions, at the date of this contract or any damage or depreciation resulting from fair wear and tear occurring between the date of this contract and completion.
- 36.7 If the Purchaser makes inquiry to Council and Council makes work orders:
- (a) The purchaser must not require the vendor to comply with the work order;
  - (b) The purchaser must not make requisition, objection, claim or delay completion or rescind or terminate the contract because of any matter referred to in or arising out of this clause; and
  - (c) The purchaser indemnifies the vendor against any liability, loss, claim, damages, costs and expenses arising from or in connection with the purchaser applying for a building certificate and any work order notice or requirement of Council arising from that application.

### **37 Deposit**

- 37.1 Notwithstanding any other provision in this Contract, the deposit under this Contract is 10% of the purchase price ("the deposit"). The deposit may be paid as follows:  
(a) as to 5% on exchange of contracts;  
(b) as to the balance on completion date;  
and in this regard time to make the above payments shall be of the essence of this Contract.
- 37.2 In the event that this Contract is terminated and the Vendor is entitled to keep or recover the Deposit, the Purchaser shall pay the balance of the deposit to the Vendor immediately and the Vendor shall be entitled to sue for recovery of so much of the balance of the Deposit that remains unpaid by the Purchaser as a liquidated debt due by the Purchaser to the Vendor.
- 37.3 The Purchaser agrees and acknowledges that by its execution of this contract, it irrevocably authorises the *depositholder* to release to the Vendor such part of the deposit money as the Vendor shall require to use for the purpose of a deposit and /or stamp duty on any piece of real estate that the Vendor negotiates to purchase between the date hereof and the completion date hereof provided it is not further released to a third party.

### **38 Completion**

- 38.1** For the purposes of this contract, "Completion Date" means the date 42 days after the date of this contract.
- 38.2** Completion of this contract must take place by 4:30pm on the Completion Date.
- 38.3** If there is any inconsistency between the meanings given to "Completion Date" under clause 38.1 and elsewhere in this contract, then the meaning under clause 38.1 prevails.
- 38.4** The Purchaser shall not require the Vendor to effect, prior to completion, registration of discharge of any mortgage or withdrawal of any caveat registered against the title of the subject land and shall on completion accept any such discharge and any such withdrawal in proper registrable form provided that the appropriate registration fee payable thereon shall be allowed by the Vendor on settlement.

### **39 Notice to Complete**

- 39.1** If either party is unable to complete by the Completion Date then the other party is entitled at any time after the Completion Date to serve a notice to complete making the time for completion essential and requiring completion within a period of not less than 14 days after the date of service of the notice. A notice to complete of that duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.
- 39.2** Where a notice to complete under clause 39.1 is served on the Purchaser by or on behalf of the Vendor, it is an essential term that on actual completion of this contract the Purchaser must pay the sum of three hundred dollars \$330.00 (inclusive of GST) being a genuine pre-estimate of the damages payable for the breach of this contract (which gave rise to the service of the notice) to reimburse the Vendor for the additional legal costs and disbursements incurred by the Vendor in connection with the preparation and service of the Notice to Complete. This clause does not merge on completion.
- 39.3** The party giving the notice is entitled to withdraw it at any time and subsequently issue a further notice.
- 39.4** Notwithstanding Clause 16.11.1, in the event where a notice to complete is issued, the completion address is the *Electronic Workspace* specified by the PEXA Workspace ID.

### **40 Interest**

- 40.1** If through no fault of the Vendor, the Purchaser does not complete this contract by the Completion Date, then without prejudice to any other remedies of the Vendor, the Purchaser must pay to the Vendor, in addition to the balance of the price and any other money payable on completion, an amount being interest calculated on the balance of the purchase price of the property at the rate of 8% per annum from the Completion Date to the actual date upon which the Purchaser complete this contract (the "Interest Period"). It is agreed that the amount of interest is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.
- 40.2** The Purchaser is not entitled to require the Vendor to complete the contract unless the interest is paid to the Vendor on completion. The parties agree that it is an essential term of this contract that the interest be so paid. This provision does not apply in respect of any part of the Interest Period during which completion has been delayed through the fault of the Vendor.

**41 Notice to Complete and Deposit**

- 41.1** Despite the provisions of this contract, if this contract is terminated by either party pursuant to a notice to complete, then the party terminating the contract pursuant to such notice is entitled to receive the deposit together with all accrued interest without any further order or other written communication from any party being necessary.
- 41.2** The parties to this contract authorise the agent or another person holding the deposit to release the deposit together with all the interest accrued on it to the party terminating the contract pursuant to the Notice to Complete.

**42 Claim for Compensation**

Any claim for compensation made by the Purchaser under this Contract will be deemed to be an objection or requisition. The Vendor will have the same rights in respect of any claim for compensation as the Vendor has for any objection or requisition made under this Contract.

**43 Agent and Warranty**

- 43.1** The Purchaser warrants that no real estate agent (other than the agent, if any, shown as the Vendor' agent on page 1 of this contract) has, on behalf of the Vendor, shown the property to the Purchaser, or introduced the Vendor to the Purchaser or in any other manner been the real and effective cause of the Vendor entering into this contract.
- 43.2** If any claim is brought against the Vendor as a result of any matter which would amount to a breach of that warranty, the Purchaser must indemnify the Vendor against any such claim including all legal costs, on a solicitor and client basis, incurred by the Vendor in connection with any such claim.
- 43.3** The Vendor warrants that the Vendor has not signed any sole or exclusive agency agreement with any real estate agent in respect of the property other than the agent shown on page 1 of this contract.
- 43.4** This special condition does not merge on completion.

**44 Stamp Duty**

The Purchaser:

- (a) must pay all stamp duties (including penalties and fines but excluding the Vendor's duty) payable on this contract and the transfer of the property; and
- (b) indemnifies the Vendor against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which the Vendor pays, suffers, incurs or is liable for as a result of the Purchaser' delay or failure to pay those duties or failure to make proper disclosures to the Commissioner for Stamp Duties in relation to those duties.

**45 Consumer Credit Code**

The Purchaser warrants that:

- (a) the purchase does not require finance to purchase this property; or
- (b) the Purchaser has obtained approval for finance to purchase this property; and

the Purchaser acknowledges that as a result of making this disclosure the Purchaser cannot terminate this Contract pursuant to the *Consumer Credit Code (NSW) ACT 1995*.

**46 Facsimile Transmission**

A document under or relating to this contract served by facsimile transmission is received when the transmission has been completed except where:

- (a) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the notice is not treated as having been given or received; or
- (b) the time of dispatch is later than 5:00 pm on a business day in the place to which the notice is sent, in which case the notice must be treated as having been received at 9:00 am on the next business day at that place.

**47 Requisitions**

For the purpose of clause 5.1, the requisitions or general questions about the property or the title must be in the form of the attached requisitions.

**48 Acknowledgements**

The Purchaser acknowledges that included in this contract are the following:

- (a) Front 3 pages of the Contract for sale of land;
- (b) 2019 Edition of the printed form Contract for sale of land, pages 4 to 19 inclusive;
- (c) Special Conditions 33 to 52 inclusive;
- (d) Requisitions on title 2017; and
- (e) Details of and copies of all prescribed contract documents.

**49. Section 184 Certificate for a Strata Title**

If the property is a strata title, the purchaser shall and is authorised to order the section 184 at the purchaser's expense on behalf of the vendor.

**50. Electronic Signature and Exchange**

**50.1** This Contract may be executed:

- (a) in any number of counterparts and all the counterparts together shall make an instrument;
- (b) electronically by both parties using DocuSign (electronic signature software and platform located at <http://www.docusign.com> or by exchanging electronic copies of the contracts with original signatures on this Contract.

**50.2** This Contract may be validly exchanged by counterparts with each party's signature (electronic or otherwise) sent to each other party by email:

**50.3** The parties acknowledge that the electronic version of this Contract signed by both parties will be the true and original version for the purpose of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.

**50.4** If the Contract is exchanged by counterparts sent to each other party by email, the parties agree to be bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause. The purchaser shall not object to or delay settlement because of anything contained in this clause.

**50.5** The parties are bound by the *Electronic Transactions Act 2000 (NSW)* and any terms and conditions of Docusign, in relation to the execution of this Contract.

## **51. Conditions of sale of land by auction**

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

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

- (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
- (b) A bid for the vendor 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 vendor;
- (c) The highest bidder is the purchaser, subject to 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 interests of the vendor;
- (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.

**51.2** 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:

- (i) All bidders must be registered in the bidders record and display an identifying number when making a bid;
- (j) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
- (k) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.

**51.3** The following conditions, in addition to those prescribed by subclauses 1 and 2 are

prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

- (a) More than one vendor bid may be made to purchase interest of a co-owner;
- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;

- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

**52. Guarantee for corporate purchaser**

In consideration of the vendor contracting with the corporate purchaser,

(the guarantor), as is evidenced by the guarantor execution hereof, guarantees 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 guarantor, his executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

<p><b>SIGNED</b> by _____ )  the guarantor in the presence of: _____ )</p>	
<p>_____  Signature of Witness</p>	<p>_____  Signature</p>
<p>_____  Print Name of Witness</p>	

<p><b>SIGNED</b> by _____ )  the guarantor in the presence of: _____ )</p>	
<p>_____  Signature of Witness</p>	<p>_____  Signature</p>
<p>_____  Print Name of Witness</p>	



FOLIO: 34/1240733

SEARCH DATE	TIME	EDITION NO	DATE
2/2/2021	12:45 PM	3	20/2/2020

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

LAND

LOT 34 IN DEPOSITED PLAN 1240733  
AT BARDIA  
LOCAL GOVERNMENT AREA CAMPBELLTOWN  
PARISH OF MINTO COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1240733

FIRST SCHEDULE

XUN FAN

(T AP352017)

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 • D105362 EASEMENT CREATED BY ACQUISITION APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PIECE OF LAND SHOWN 20 FEET WIDE IN DP430641
- 2 \* P902358 COVENANT
- 3 , DP1175991 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT
- 4 # DP1240733 EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 - DP1240733 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 6 / DP1240733 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 7 DP1240733 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
- 8 DP1240733 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
- 9 AP913876 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

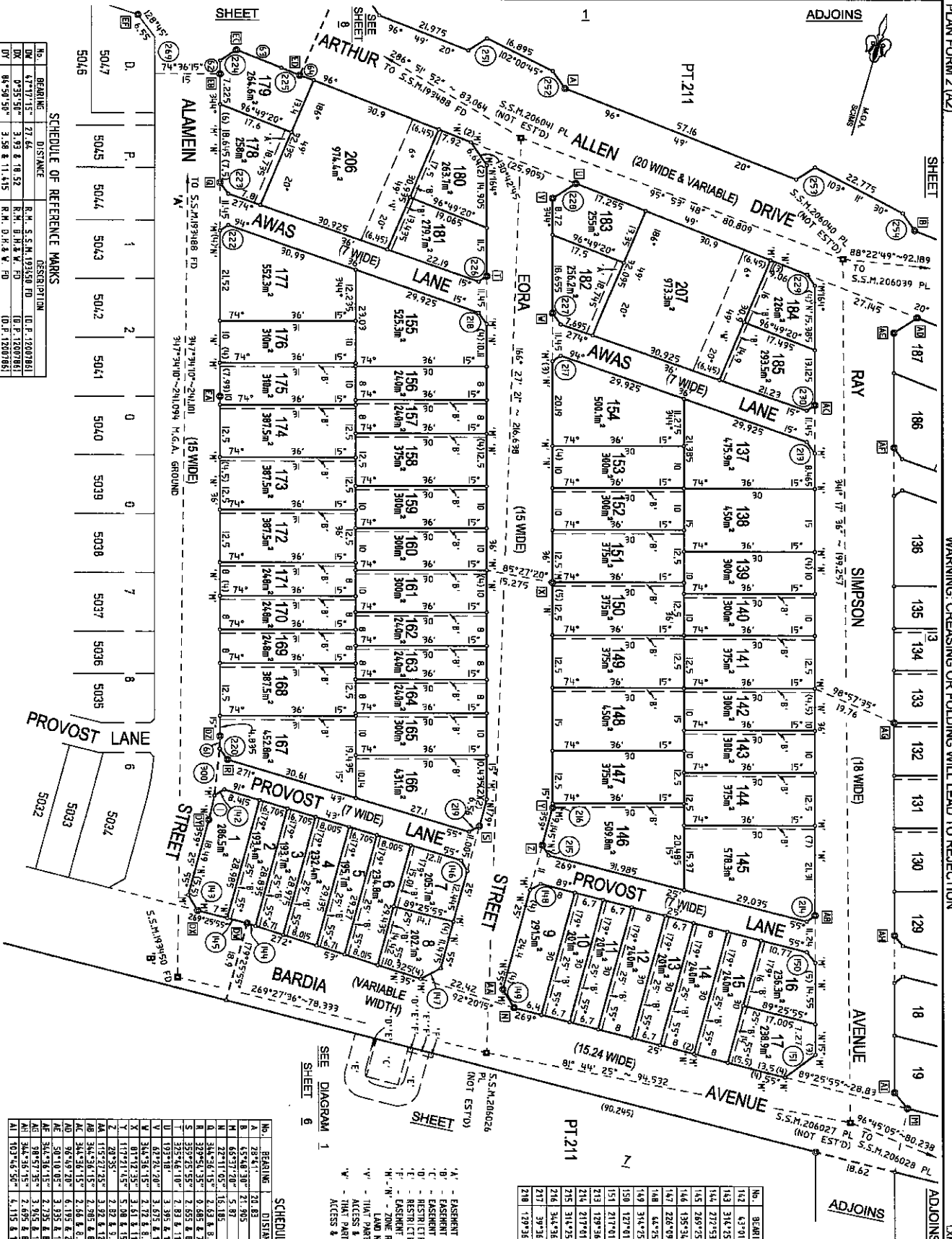
\*\*\* END OF SEARCH \*\*\*

7035: FAN, Xun - Sale of Prope

PRINTED ON 2/2/2021

\* 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.





No.	BEARING	DISTANCE	DESCRIPTION
1	109°12'35"	15.445	R.M. S.S.M. 200278
2	109°12'35"	15.445	R.M. S.S.M. 193488
3	109°12'35"	15.445	R.M. S.S.M. 193488
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100	109°12'35"	15.445	R.M. S.S.M. 193488

**SURVEYOR**  
 Name: ANTHONY KELLNER  
 Date: 14 JANUARY 2018  
 Reference: 1103/STAGE 3/1

**PLAN OF**  
 SUBDIVISION OF LOTS 2188 & 2194 D.P. 1200741, LOT 1  
 D.P. 1226879, LOT 5146 D.P. 1200786 AND LOT 1111

**LGA:** CAMPBELLTOWN  
**Locality:** BARDIA  
**Production Ref:** 1: 800  
 Lengths are in metres

Registered  
 29.05.2019

**DP1240733**

**SCHEDULE OF CURVED BOUNDARIES**

No.	BEARING	CHORD	ARC	RADIUS
1	268°11'20"	3.495	3.495	141.2
2	268°29'40"	6.7	6.7	141.2
3	268°48'00"	10.05	10.05	141.2
4	268°66'20"	13.4	13.4	141.2
5	268°84'40"	16.75	16.75	141.2
6	268°103'00"	20.1	20.1	141.2
7	268°121'20"	23.45	23.45	141.2
8	268°139'40"	26.8	26.8	141.2
9	268°158'00"	30.15	30.15	141.2
10	268°176'20"	33.5	33.5	141.2
11	268°194'40"	36.85	36.85	141.2
12	268°213'00"	40.2	40.2	141.2
13	268°231'20"	43.55	43.55	141.2
14	268°249'40"	46.9	46.9	141.2
15	268°268'00"	50.25	50.25	141.2
16	268°286'20"	53.6	53.6	141.2
17	268°304'40"	56.95	56.95	141.2
18	268°323'00"	60.3	60.3	141.2
19	268°341'20"	63.65	63.65	141.2
20	268°359'40"	67.0	67.0	141.2
21	268°378'00"	70.35	70.35	141.2
22	268°396'20"	73.7	73.7	141.2
23	268°414'40"	77.05	77.05	141.2
24	268°433'00"	80.4	80.4	141.2
25	268°451'20"	83.75	83.75	141.2
26	268°469'40"	87.1	87.1	141.2
27	268°488'00"	90.45	90.45	141.2
28	268°506'20"	93.8	93.8	141.2
29	268°524'40"	97.15	97.15	141.2
30	268°543'00"	100.5	100.5	141.2
31	268°561'20"	103.85	103.85	141.2
32	268°579'40"	107.2	107.2	141.2
33	268°598'00"	110.55	110.55	141.2
34	268°616'20"	113.9	113.9	141.2
35	268°634'40"	117.25	117.25	141.2
36	268°653'00"	120.6	120.6	141.2
37	268°671'20"	123.95	123.95	141.2
38	268°689'40"	127.3	127.3	141.2
39	268°708'00"	130.65	130.65	141.2
40	268°726'20"	134.0	134.0	141.2
41	268°744'40"	137.35	137.35	141.2
42	268°763'00"	140.7	140.7	141.2
43	268°781'20"	144.05	144.05	141.2
44	268°800'00"	147.4	147.4	141.2
45	268°818'20"	150.75	150.75	141.2
46	268°836'40"	154.1	154.1	141.2
47	268°855'00"	157.45	157.45	141.2
48	268°873'20"	160.8	160.8	141.2
49	268°891'40"	164.15	164.15	141.2
50	268°910'00"	167.5	167.5	141.2
51	268°928'20"	170.85	170.85	141.2
52	268°946'40"	174.2	174.2	141.2
53	268°965'00"	177.55	177.55	141.2
54	268°983'20"	180.9	180.9	141.2
55	268°1001'40"	184.25	184.25	141.2
56	268°1020'00"	187.6	187.6	141.2
57	268°1038'20"	190.95	190.95	141.2
58	268°1056'40"	194.3	194.3	141.2
59	268°1075'00"	197.65	197.65	141.2
60	268°1093'20"	201.0	201.0	141.2
61	268°1111'40"	204.35	204.35	141.2
62	268°1130'00"	207.7	207.7	141.2
63	268°1148'20"	211.05	211.05	141.2
64	268°1166'40"	214.4	214.4	141.2
65	268°1185'00"	217.75	217.75	141.2
66	268°1203'20"	221.1	221.1	141.2
67	268°1221'40"	224.45	224.45	141.2
68	268°1240'00"	227.8	227.8	141.2
69	268°1258'20"	231.15	231.15	141.2
70	268°1276'40"	234.5	234.5	141.2
71	268°1295'00"	237.85	237.85	141.2
72	268°1313'20"	241.2	241.2	141.2
73	268°1331'40"	244.55	244.55	141.2
74	268°1350'00"	247.9	247.9	141.2
75	268°1368'20"	251.25	251.25	141.2
76	268°1386'40"	254.6	254.6	141.2
77	268°1405'00"	257.95	257.95	141.2
78	268°1423'20"	261.3	261.3	141.2
79	268°1441'40"	264.65	264.65	141.2
80	268°1460'00"	268.0	268.0	141.2
81	268°1478'20"	271.35	271.35	141.2
82	268°1496'40"	274.7	274.7	141.2
83	268°1515'00"	278.05	278.05	141.2
84	268°1533'20"	281.4	281.4	141.2
85	268°1551'40"	284.75	284.75	141.2
86	268°1570'00"	288.1	288.1	141.2
87	268°1588'20"	291.45	291.45	141.2
88	268°1606'40"	294.8	294.8	141.2
89	268°1625'00"	298.15	298.15	141.2
90	268°1643'20"	301.5	301.5	141.2
91	268°1661'40"	304.85	304.85	141.2
92	268°1680'00"	308.2	308.2	141.2
93	268°1698'20"	311.55	311.55	141.2
94	268°1716'40"	314.9	314.9	141.2
95	268°1735'00"	318.25	318.25	141.2
96	268°1753'20"	321.6	321.6	141.2
97	268°1771'40"	324.95	324.95	141.2
98	268°1790'00"	328.3	328.3	141.2
99	268°1808'20"	331.65	331.65	141.2
100	268°1826'40"	335.0	335.0	141.2
101	268°1845'00"	338.35	338.35	141.2
102	268°1863'20"	341.7	341.7	141.2
103	268°1881'40"	345.05	345.05	141.2
104	268°1900'00"	348.4	348.4	141.2
105	268°1918'20"	351.75	351.75	141.2
106	268°1936'40"	355.1	355.1	141.2
107	268°1955'00"	358.45	358.45	141.2
108	268°1973'20"	361.8	361.8	141.2
109	268°1991'40"	365.15	365.15	141.2
110	268°2010'00"	368.5	368.5	141.2
111	268°2028'20"	371.85	371.85	141.2
112	268°2046'40"	375.2	375.2	141.2
113	268°2065'00"	378.55	378.55	141.2
114	268°2083'20"	381.9	381.9	141.2
115	268°2101'40"	385.25	385.25	141.2
116	268°2120'00"	388.6	388.6	141.2
117	268°2138'20"	391.95	391.95	141.2
118	268°2156'40"	395.3	395.3	141.2
119	268°2175'00"	398.65	398.65	141.2
120	268°2193'20"	402.0	402.0	141.2
121	268°2211'40"	405.35	405.35	141.2
122	268°2230'00"	408.7	408.7	141.2
123	268°2248'20"	412.05	412.05	141.2
124	268°2266'40"	415.4	415.4	141.2
125	268°2285'00"	418.75	418.75	141.2
126	268°2303'20"	422.1	422.1	141.2
127	268°2321'40"	425.45	425.45	141.2
128	268°2340'00"	428.8	428.8	141.2
129	268°2358'20"	432.15	432.15	141.2
130	268°2376'40"	435.5	435.5	141.2
131	268°2395'00"	438.85	438.85	141.2
132	268°2413'20"	442.2	442.2	141.2
133	268°2431'40"	445.55	445.55	141.2
134	268°2450'00"	448.9	448.9	141.2
135	268°2468'20"	452.25	452.25	141.2
136	268°2486'40"	455.6	455.6	141.2
137	268°2505'00"	458.95	458.95	141.2
138	268°2523'20"	462.3	462.3	141.2
139	268°2541'40"	465.65	465.65	141.2
140	268°2560'00"	469.0	469.0	141.2
141	268°2578'20"	472.35	472.35	141.2
142	268°2596'40"	475.7	475.7	141.2
143	268°2615'00"	479.05	479.05	141.2
144	268°2633'20"	482.4	482.4	141.2
145	268°2651'40"	485.75	485.75	141.2
146	268°2670'00"	489.1	489.1	141.2
147	268°2688'20"	492.45	492.45	141.2
148	268°2706'40"	495.8	495.8	141.2
149	268°2725'00"	499.15	499.15	141.2
150	268°2743'20"	502.5	502.5	141.2
151	268°2761'40"	505.85	505.85	141.2
152	268°2780'00"	509.2	509.2	141.2
153	268°2798'20"	512.55	512.55	141.2
154	268°2816'40"	515.9	515.9	141.2
155	268°2835'00"	519.25	519.25	141.2
156	268°2853'20"	522.6	522.6	141.2
157	268°2871'40"	525.95	525.95	141.2
158	268°2890'00"	529.3	529.3	141.2
159	268°2908'20"	532.65	532.65	141.2
160	268°2926'40"	536.0	536.0	141.2
161	268°2945'00"	539.35	539.35	141.2
162	268°2963'20"	542.7	542.7	141.2
163	268°2981'40"	546.05	546.05	141.2
164	268°3000'00"	549.4	549.4	141.2
165	268°3018'20"	552.75	552.75	141.2
166	268°3036'40"	556.1	556.1	141.2
167	268°3055'00"	559.45	559.45	141.2
168	268°3073'20"	562.8	562.8	141.2
169	268°3091'40"	566.15	566.15	141.2
170	268°3110'00"	569.5	569.5	141.2
171	268°3128'20"	572.85	572.85	141.2
172	268°3146'40"	576.2	576.2	141.2
173	268°3165'00"	579.55	579.55	141.2
174	268°3183'20"	582.9	582.9	141.2
175	268°3201'40"	586.25	586.25	141.2
176	268°3220'00"	589.6	589.6	141.2
177	268°3238'20"	592.95	592.95	141.2
178	268°3256'40"	596.3	596.3	141.2
179	268°3275'00"	599.65	599.65	141.2
180	268°3293'20"	603.0	603.0	141.2
181	268°3311'40"	606.35	606.35	141.2
182	268°3330'00"	609.7	609.7	141.2
183	268°3348'20"	613.05	613.05	141.2
184	268°3366'40"	616.4	616.4	141.2
185	268°3385'00"	619.75	619.75	141.2
186	268°3403'20"	623.1	623.1	141.2
187	268°3421'40"	626.45	626.45	141.2
188	268°3440'00"	629.8	629.8	141.2
189	268°3458'20"	633.15	633.15	141.2
190	268°3476'40"	636.5	636.5	141.2
191	268°3495'00"	639.85	639.85	141.2
192	268°3513'20"	643.2	643.2	141.2
193	268°3531'40"	646.55	646.55	141.2
194	268°3550'00"	649.9	649.9	141.2
195	268°3568'20"	653.25	653.25	141.2
196	268°3586'40"	656.6	656.6	141.2
197	268°3605'00"	659.95	659.95	141.2
198	268°3623'20"	663.3	663.3	141.2
199	268°3641'40"	666.65	666.65	141.2
200	268°3660'00"	670.0	670.0	141.2

**SCHEDULE OF REFERENCE MARKS**

No.	BEARING	DISTANCE	DESCRIPTION
1	43°32'35"	21.905	R.M. S.S.M. 206040 PLACED
2	43°32'35"	4.36	R.M. S.S.M. 206039 PLACED

SCHEDULE OF REFERENCE MARKS			SCHEDULE OF CURVED BOUNDARIES			SCHEDULE OF LINES		
No.	BEARING	DISTANCE	No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
D	326°57'05"	19.285	1	289°29'25"	4.16	1	289°29'25"	4.16
E	78°51'25"	5.105	13	250°16'25"	6.71	13	250°16'25"	6.71
F	359°56'40"	18.695	16	206°29'25"	4.605	16	206°29'25"	4.605
G	9°38'15"	18.595	17	246°41'25"	6.7	17	246°41'25"	6.7
H	330°04'10"	4.975	18	265°44'20"	9.355	18	265°44'20"	9.355
I	189°24'50"	20.43	19	240°11'25"	20.485	19	240°11'25"	20.485
J	309°04'45"	6.615	20	238°12'15"	8.015	20	238°12'15"	8.015
K	47°39'05"	8.915	21	237°05'15"	8.01	21	237°05'15"	8.01
L	34°36'15"	8.315	22	238°03'45"	6.7	22	238°03'45"	6.7
M	25°38'35"	2.805	23	235°02'20"	8	23	235°02'20"	8
N	81°15'55"	4.91	24	234°00'50"	6.7	24	234°00'50"	6.7
O	12°12'15"	7.79	25	233°04'30"	6.7	25	233°04'30"	6.7
P	346°38'15"	2.66	26	232°03'20"	8.01	26	232°03'20"	8.01
Q	309°21'55"	2.995	27	231°01'50"	6.715	27	231°01'50"	6.715
R	177°48'15"	2.985	28	230°05'40"	6.72	28	230°05'40"	6.72
S	338°24'15"	2.985	29	228°46'40"	12.115	29	228°46'40"	12.115
T	338°24'15"	2.985	30	228°46'40"	12.115	30	228°46'40"	12.115
U	347°24'15"	2.985	31	227°05'15"	8.01	31	227°05'15"	8.01
V	347°24'15"	2.985	32	226°03'45"	6.7	32	226°03'45"	6.7
W	347°24'15"	2.985	33	225°02'20"	8	33	225°02'20"	8
X	347°24'15"	2.985	34	224°00'50"	6.7	34	224°00'50"	6.7
Y	347°24'15"	2.985	35	223°04'30"	6.7	35	223°04'30"	6.7
Z	347°24'15"	2.985	36	222°03'20"	8.01	36	222°03'20"	8.01
AA	347°24'15"	2.985	37	221°01'50"	6.715	37	221°01'50"	6.715
AB	347°24'15"	2.985	38	220°05'40"	6.72	38	220°05'40"	6.72
AC	347°24'15"	2.985	39	218°46'40"	12.115	39	218°46'40"	12.115
AD	347°24'15"	2.985	40	217°45'15"	8.01	40	217°45'15"	8.01
AE	347°24'15"	2.985	41	216°44'20"	9.355	41	216°44'20"	9.355
AF	347°24'15"	2.985	42	215°43'15"	8.015	42	215°43'15"	8.015
AG	347°24'15"	2.985	43	214°42'10"	8.01	43	214°42'10"	8.01
AH	347°24'15"	2.985	44	213°41'05"	8.01	44	213°41'05"	8.01
AI	347°24'15"	2.985	45	212°40'00"	8.01	45	212°40'00"	8.01
AJ	347°24'15"	2.985	46	211°38'55"	8.01	46	211°38'55"	8.01
AK	347°24'15"	2.985	47	210°37'50"	8.01	47	210°37'50"	8.01
AL	347°24'15"	2.985	48	209°36'45"	8.01	48	209°36'45"	8.01
AM	347°24'15"	2.985	49	208°35'40"	8.01	49	208°35'40"	8.01
AN	347°24'15"	2.985	50	207°34'35"	8.01	50	207°34'35"	8.01
AO	347°24'15"	2.985	51	206°33'30"	8.01	51	206°33'30"	8.01
AP	347°24'15"	2.985	52	205°32'25"	8.01	52	205°32'25"	8.01
AQ	347°24'15"	2.985	53	204°31'20"	8.01	53	204°31'20"	8.01
AR	347°24'15"	2.985	54	203°30'15"	8.01	54	203°30'15"	8.01
AS	347°24'15"	2.985	55	202°29'10"	8.01	55	202°29'10"	8.01
AT	347°24'15"	2.985	56	201°28'05"	8.01	56	201°28'05"	8.01
AU	347°24'15"	2.985	57	200°27'00"	8.01	57	200°27'00"	8.01
AV	347°24'15"	2.985	58	199°25'55"	8.01	58	199°25'55"	8.01
AW	347°24'15"	2.985	59	198°24'50"	8.01	59	198°24'50"	8.01
AX	347°24'15"	2.985	60	197°23'45"	8.01	60	197°23'45"	8.01
AY	347°24'15"	2.985	61	196°22'40"	8.01	61	196°22'40"	8.01
AZ	347°24'15"	2.985	62	195°21'35"	8.01	62	195°21'35"	8.01
BA	347°24'15"	2.985	63	194°20'30"	8.01	63	194°20'30"	8.01
BB	347°24'15"	2.985	64	193°19'25"	8.01	64	193°19'25"	8.01
BC	347°24'15"	2.985	65	192°18'20"	8.01	65	192°18'20"	8.01
BD	347°24'15"	2.985	66	191°17'15"	8.01	66	191°17'15"	8.01
BE	347°24'15"	2.985	67	190°16'10"	8.01	67	190°16'10"	8.01
BF	347°24'15"	2.985	68	189°15'05"	8.01	68	189°15'05"	8.01
BG	347°24'15"	2.985	69	188°14'00"	8.01	69	188°14'00"	8.01
BH	347°24'15"	2.985	70	187°12'55"	8.01	70	187°12'55"	8.01
BI	347°24'15"	2.985	71	186°11'50"	8.01	71	186°11'50"	8.01
BJ	347°24'15"	2.985	72	185°10'45"	8.01	72	185°10'45"	8.01
BK	347°24'15"	2.985	73	184°09'40"	8.01	73	184°09'40"	8.01
BL	347°24'15"	2.985	74	183°08'35"	8.01	74	183°08'35"	8.01
BM	347°24'15"	2.985	75	182°07'30"	8.01	75	182°07'30"	8.01
BN	347°24'15"	2.985	76	181°06'25"	8.01	76	181°06'25"	8.01
BO	347°24'15"	2.985	77	180°05'20"	8.01	77	180°05'20"	8.01
BP	347°24'15"	2.985	78	179°04'15"	8.01	78	179°04'15"	8.01
BQ	347°24'15"	2.985	79	178°03'10"	8.01	79	178°03'10"	8.01
BR	347°24'15"	2.985	80	177°02'05"	8.01	80	177°02'05"	8.01
BS	347°24'15"	2.985	81	176°01'00"	8.01	81	176°01'00"	8.01
BT	347°24'15"	2.985	82	175°00'00"	8.01	82	175°00'00"	8.01
BU	347°24'15"	2.985	83	174°00'00"	8.01	83	174°00'00"	8.01
BV	347°24'15"	2.985	84	173°00'00"	8.01	84	173°00'00"	8.01
BW	347°24'15"	2.985	85	172°00'00"	8.01	85	172°00'00"	8.01
BX	347°24'15"	2.985	86	171°00'00"	8.01	86	171°00'00"	8.01
BY	347°24'15"	2.985	87	170°00'00"	8.01	87	170°00'00"	8.01
BZ	347°24'15"	2.985	88	169°00'00"	8.01	88	169°00'00"	8.01
CA	347°24'15"	2.985	89	168°00'00"	8.01	89	168°00'00"	8.01
CB	347°24'15"	2.985	90	167°00'00"	8.01	90	167°00'00"	8.01
CC	347°24'15"	2.985	91	166°00'00"	8.01	91	166°00'00"	8.01
CD	347°24'15"	2.985	92	165°00'00"	8.01	92	165°00'00"	8.01
CE	347°24'15"	2.985	93	164°00'00"	8.01	93	164°00'00"	8.01
CF	347°24'15"	2.985	94	163°00'00"	8.01	94	163°00'00"	8.01
CG	347°24'15"	2.985	95	162°00'00"	8.01	95	162°00'00"	8.01
CH	347°24'15"	2.985	96	161°00'00"	8.01	96	161°00'00"	8.01
CI	347°24'15"	2.985	97	160°00'00"	8.01	97	160°00'00"	8.01
CJ	347°24'15"	2.985	98	159°00'00"	8.01	98	159°00'00"	8.01
CK	347°24'15"	2.985	99	158°00'00"	8.01	99	158°00'00"	8.01
CL	347°24'15"	2.985	100	157°00'00"	8.01	100	157°00'00"	8.01
CM	347°24'15"	2.985	101	156°00'00"	8.01	101	156°00'00"	8.01
CN	347°24'15"	2.985	102	155°00'00"	8.01	102	155°00'00"	8.01
CO	347°24'15"	2.985	103	154°00'00"	8.01	103	154°00'00"	8.01
CP	347°24'15"	2.985	104	153°00'00"	8.01	104	153°00'00"	8.01
CQ	347°24'15"	2.985	105	152°00'00"	8.01	105	152°00'00"	8.01
CR	347°24'15"	2.985	106	151°00'00"	8.01	106	151°00'00"	8.01
CS	347°24'15"	2.985	107	150°00'00"	8.01	107	150°00'00"	8.01
CT	347°24'15"	2.985	108	149°00'00"	8.01	108	149°00'00"	8.01
CU	347°24'15"	2.985	109	148°00'00"	8.01	109	148°00'00"	8.01
CV	347°24'15"	2.985	110	147°00'00"	8.01	110	147°00'00"	8.01
CW	347°24'15"	2.985	111	146°00'00"	8.01	111	146°00'00"	8.01
CX	347°24'15"	2.985	112	145°00'00"	8.01	112	145°00'00"	8.01
CY	347°24'15"	2.985	113	144°00'00"	8.01	113	144°00'00"	8.01
CZ	347°24'15"	2.985	114	143°00'00"	8.01	114	143°00'00"	8.01
DA	347°24'15"	2.985	115	142°00'00"	8.01	115	142°00'00"	8.01
DB	347°24'15"	2.985	116	141°00'00"	8.01	116	141°00'00"	8.01
DC	347°24'15"	2.985	117	140°00'00"	8.01	117	140°00'00"	8.01
DD	347°24'15"	2.985	118	139°00'00"	8.01	118	139°00'00"	8.01
DE	347°24'15"	2.985	119	138°00'00"	8.01	119	138°00'00"	8.01
DF	347°24'15"	2.985	120	137°00'00"	8.01	120	137°00'00"	8.01
DF	347°24'15"	2.985	121	136°00'00"	8.01	121	136°00'00"	8.01
DF	347°24'15"	2.985	122	135°00'00"	8.01	122	135°00'00"	8.01
DF	347°24'15"	2.985	123	134°00'00"	8.01	123	134°00'00"	8.01
DF	347°24'15"	2.985	124	133°00'00"	8.01	124	133°00'00"	8.01
DF	347°24'15"	2.985	125	132°00'00"	8.01	125	132°00'00"	8.01
DF	347°24'15"	2.						

**SCHEDULE OF REFERENCE MARKS**

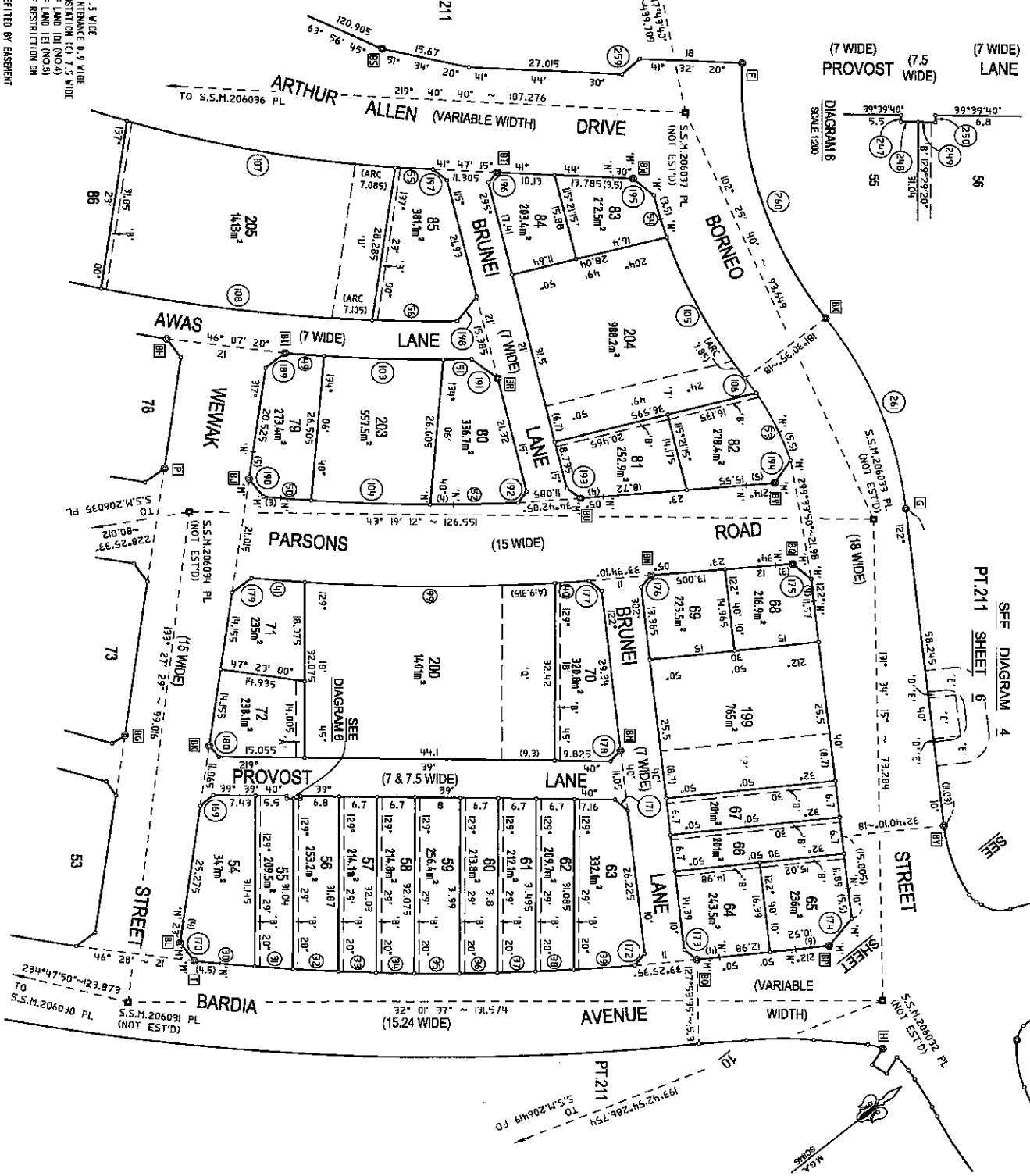
No.	BEARING	DISTANCE	DESCRIPTION
E	234.12°	12.41	R.M. S.S.M.206037 PLACED
F	338°54'10"	7.785	R.M. S.S.M.206033 PLACED
G	170°49'25"	18.468	R.M. S.S.M.206032 PLACED
H	350°56'40"	18.055	R.M. S.S.M.206031 PLACED
I	302°40'15"	6.675	R.M. S.S.M.206030 PLACED
J	317°29'35"	2.885	R.M. D.H.W. PLACED
K	317°29'35"	2.5	R.M. D.H.W. PLACED
L	317°29'35"	2.5	R.M. D.H.W. PLACED
M	317°29'35"	2.5	R.M. D.H.W. PLACED
N	317°29'35"	2.5	R.M. D.H.W. PLACED
O	317°29'35"	2.5	R.M. D.H.W. PLACED
P	317°29'35"	2.5	R.M. D.H.W. PLACED
Q	317°29'35"	2.5	R.M. D.H.W. PLACED
R	317°29'35"	2.5	R.M. D.H.W. PLACED
S	317°29'35"	2.5	R.M. D.H.W. PLACED
T	317°29'35"	2.5	R.M. D.H.W. PLACED
U	317°29'35"	2.5	R.M. D.H.W. PLACED
V	317°29'35"	2.5	R.M. D.H.W. PLACED
W	317°29'35"	2.5	R.M. D.H.W. PLACED
X	317°29'35"	2.5	R.M. D.H.W. PLACED
Y	317°29'35"	2.5	R.M. D.H.W. PLACED
Z	317°29'35"	2.5	R.M. D.H.W. PLACED

**SCHEDULE OF CURVED BOUNDARIES**

No.	BEARING	CHORD	ARC RADIUS
30	245.15°	10.64	10.64
31	223°03'10"	6.715	6.715
32	222°01'40"	8.01	8.01
33	221°01'10"	6.7	6.7
34	220°04'10"	6.7	6.7
35	219°07'40"	8	8
36	218°01'15"	6.7	6.7
37	217°05'10"	6.705	6.705
38	216°08'05"	6.71	6.71
39	215°55'55"	10.795	10.795
40	215°59'50"	5.995	5.995
41	215°43'05"	9.42	9.42
42	215°27'00"	6.9	6.9
43	215°10'15"	8.415	8.415
44	214°53'30"	6.465	6.465
45	214°36'45"	15.465	15.465
46	214°20'00"	13.785	13.785
47	214°03'15"	8	8
48	213°46'30"	6.665	6.665
49	213°29'45"	14.97	14.97
50	213°13'00"	44.13	34.0
51	212°56'15"	21.035	21.04
52	212°39'30"	21.04	21.9
53	212°22'45"	21.035	21.6
54	212°06'00"	29.36	29.6
55	211°49'15"	3.365	3.365
56	211°32'30"	48.12	219.9
57	211°15'45"	50.035	71.6
58	210°59'00"	38.97	70

**SCHEDULE OF LINES**

No.	BEARING	DISTANCE
1	76°24'15"	5.755
2	165°46'55"	2.515
3	254°51'40"	3.04
4	103°29'10"	5.005
5	79°03'05"	4.77
6	348°27'50"	2.395
7	18°00'25"	3.185
8	168°35'35"	5.67
9	128°39'40"	1.2
10	38°39'40"	1.2
11	308°39'40"	0.5
12	354°09'40"	4.2



**SURVEYOR**  
 Name: ANTHONY KELLNER  
 Date: 14 JANUARY 2018  
 References: 1782 STAGE 3/1

**PLAN OF SUBDIVISION OF LOTS 2189 & 2184 D.P. 1200141, LOT 1 D.P. 1200679, LOT 5146 D.P. 1200786 AND LOT 111 D.P. 1200781**

**LGA: CAMPBELLTOWN**  
 Locality: BARDIA  
 Reduction Ratio: 1: 500  
 Registered 29.05.2019

**DP1240733**

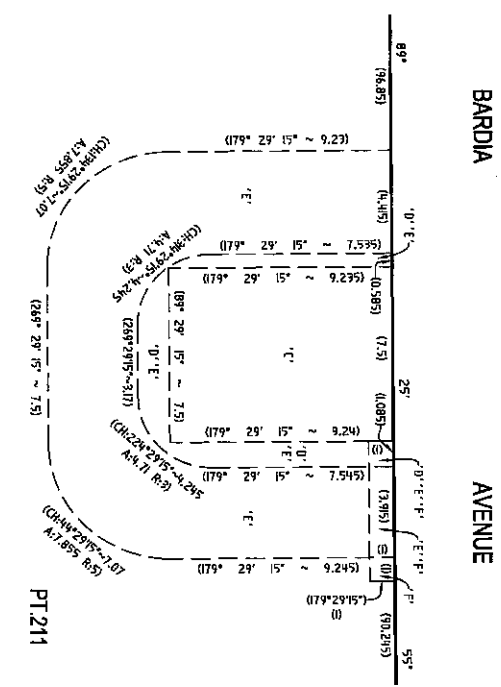
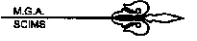


DIAGRAM 1 - SHEET 2  
SCALE 1:150

SCHEDULE OF CURVED EASEMENT LINES

No.	BEARING	CHORD	ARC	RADIUS
E5	97°00'10"	4.445	4.445	426.44
E6	86°47'50"	0.597	0.597	426.44
E7	86°41'51"	7.565	7.565	426.44
E8	85°40'05"	1.095	1.095	426.44
E9	85°19'45"	3.955	3.955	426.44
E10	85°51'55"	2.96	2.96	426.44
E11	73°05'	171.26	172.43	426.44
E12	88°53'40"	14.8	14.8	426.44
E13	51°12'10"	4.415	4.415	426.44
E14	60°52'05"	0.585	0.585	426.44
E15	60°19'25"	7.5	7.5	426.44
E16	59°44'50"	1.085	1.085	426.44
E17	59°24'40"	3.915	3.915	426.44
E18	58°56'50"	3	3	426.44
E19	45°47'25"	191.21	192.845	426.44

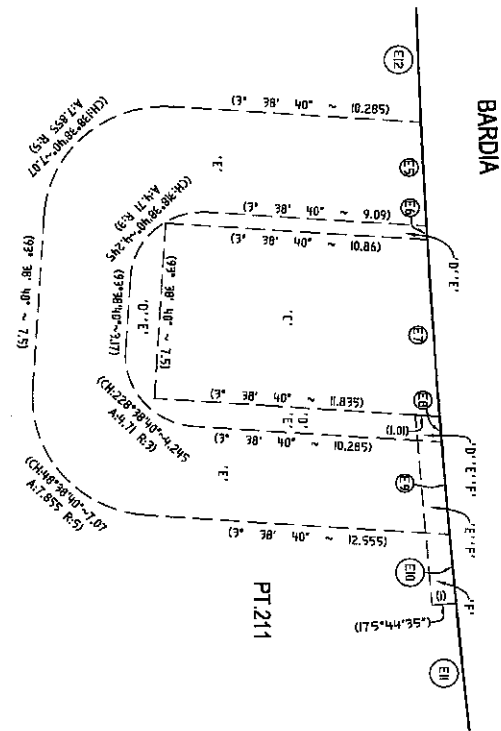


DIAGRAM 2 - SHEET 3  
SCALE 1:150

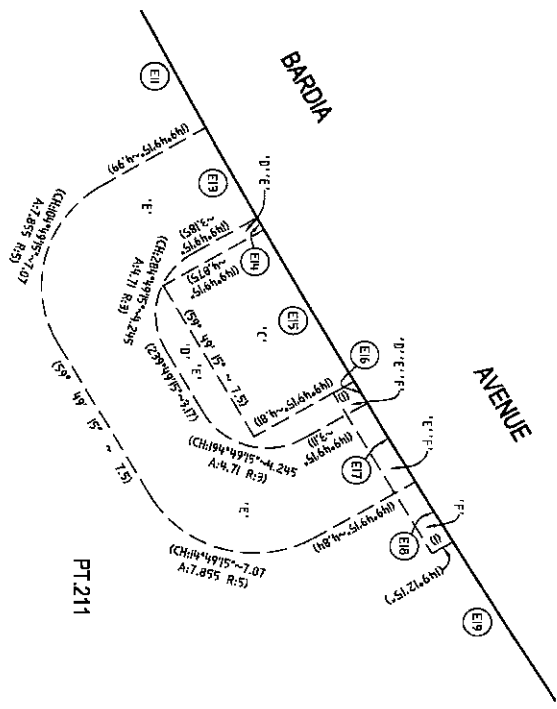


DIAGRAM 3 - SHEET 4  
SCALE 1:150

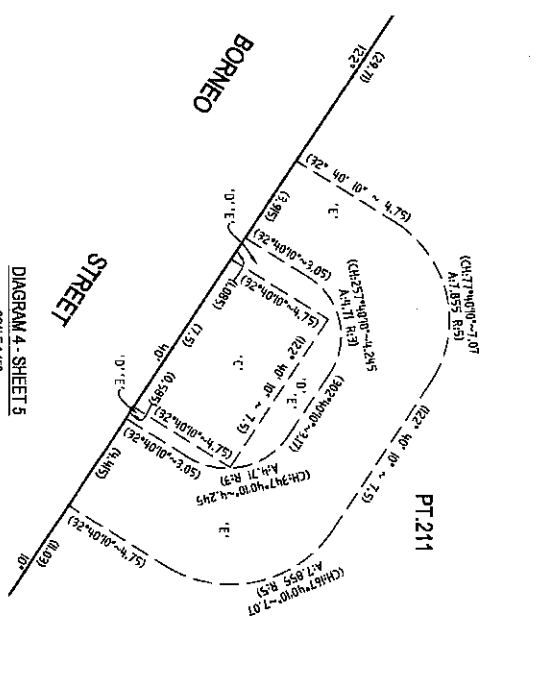
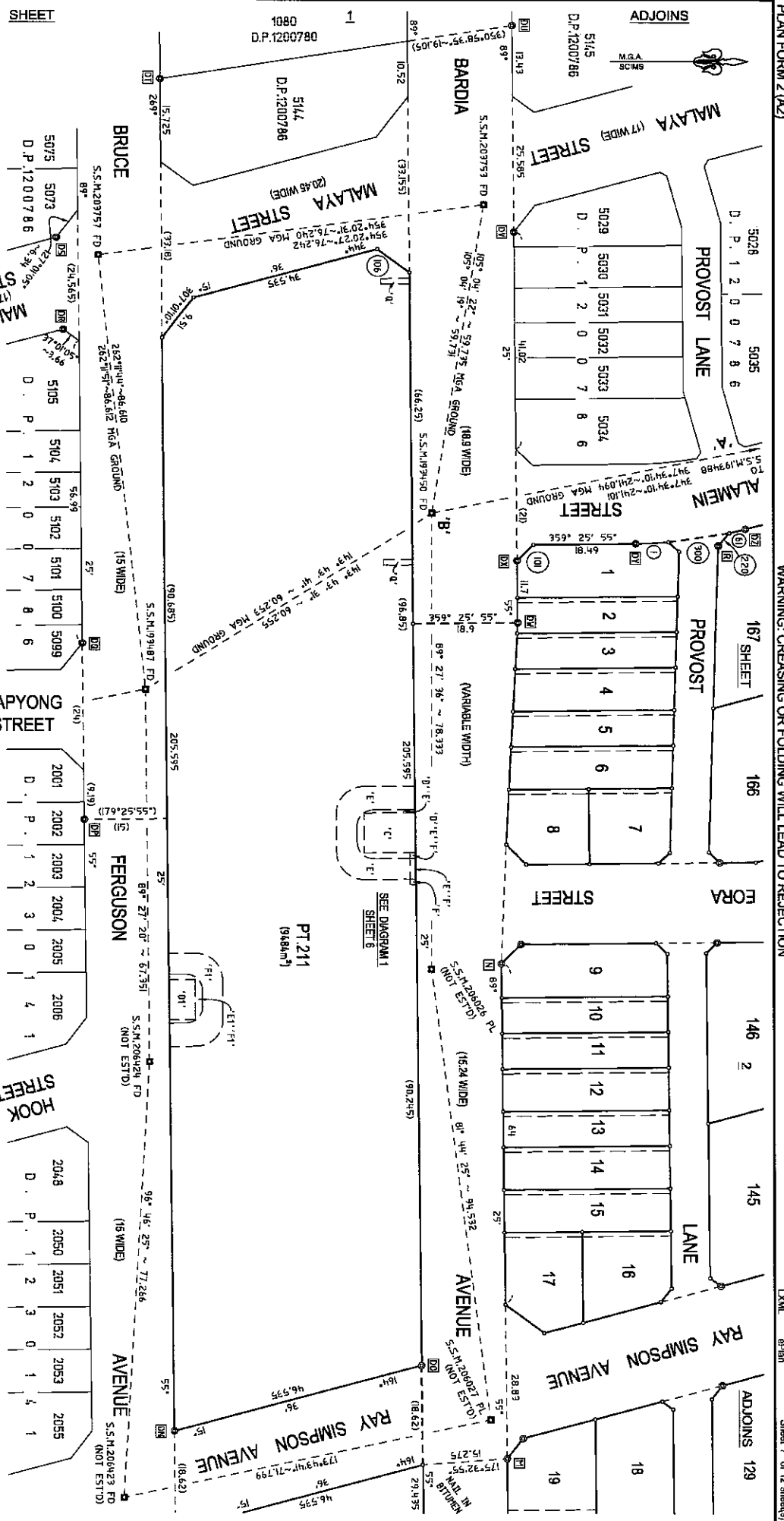


DIAGRAM 4 - SHEET 5  
SCALE 1:150

'C' - EASEMENT FOR PUMP-OUT SUBSTATION (C) 7.5 WIDE  
'D' - RESTRICTION ON THE USE OF LAND (D) (NO.4)  
'E' - RESTRICTION ON THE USE OF LAND (E) (NO.5)  
'F' - EASEMENT FOR UNDERGROUND CABLES (F) 1 WIDE

<b>SURVEYOR</b> Name: ANTHONY KELLER Date: 14 JANUARY 2019 Reference: 1188-STAGE 3.1	<b>PLAN OF</b> SUBDIVISION OF LOTS 2183 & 2184 D.P. 1230141, LOT 1 D.P. 1225679, LOT 5146 D.P. 1200786 AND LOT 111 D.P. 1200781	<b>LGA:</b> CAMPBELLTOWN <b>Locality:</b> BARDIA <b>Reduction Ratio:</b> 1: 150 <small>Lengths are in metres</small>	<b>Registered</b> 29.05.2019	<b>DP1240733</b>
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SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
M	68°37'20"	5.87	R.M. S.S.M. 200427 PLAKED
N	22°11'05"	16.185	R.M. S.S.M. 200428 PLAKED
R	329°54'35"	0.685 & 7.59	R.M. D.H.&A.W. PLAKED
DN	330°41'05"	15.305	R.M. S.S.M. 200423 FD
DO	299°37'05"	20.375	R.M. D.H.&A.W. FD
DP	117°12'	24.495	R.M. D.H.&A.W. FD
DR	169°00'25"	13.425	R.M. S.S.M. 193187 FD
DS	205°03'35"	4.585 & 14.57	R.M. D.H.&A.W. FD
DT	213°21'10"	29.87	R.M. S.S.M. 203157 FD
DV	354°36'30"	18.8	R.M. D.H.&A.W. FD
DW	337°44'55"	4.225 & 19.92	R.M. D.H.&A.W. FD
DX	47°17'15"	27.66	R.M. S.S.M. 193458 FD
DY	0°35'50"	3.93 & 18.52	R.M. D.H.&A.W. FD
DZ	84°50'50"	3.58 & 11.415	R.M. D.H.&A.W. FD
D0	48°56'35"	1.105 & 13.115	R.M. D.H.&A.W. FD

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	357°14'30"	5.925	5.925	77.5
61	345°42'30"	3	3	77.5
300	350°56'15"	11.12	11.13	77.5

- 'C' - EASEMENT FOR POUNDING SUBSTATION (CL 7.5 WIDE)
- 'D' - RESTRICTION ON THE USE OF LAND (D) (NO.4)
- 'E' - RESTRICTION ON THE USE OF LAND (E) (NO.5)
- 'D1' - EASEMENT FOR POUNDING SUBSTATION (D1 4.75 WIDE (D.P. 1230141))
- 'E1' - RESTRICTION ON THE USE OF LAND (E1) (D.P. 1230141) (NO.4)
- 'F1' - RESTRICTION ON THE USE OF LAND (F1) (D.P. 1230141) (NO.5)
- 'Q' - EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT (K) 1 WIDE (D.P. 1200786)

- 'C' - EASEMENT FOR POUNDING SUBSTATION (CL 7.5 WIDE)
- 'D' - RESTRICTION ON THE USE OF LAND (D) (NO.4)
- 'E' - RESTRICTION ON THE USE OF LAND (E) (NO.5)
- 'D1' - EASEMENT FOR POUNDING SUBSTATION (D1 4.75 WIDE (D.P. 1230141))
- 'E1' - RESTRICTION ON THE USE OF LAND (E1) (D.P. 1230141) (NO.4)
- 'F1' - RESTRICTION ON THE USE OF LAND (F1) (D.P. 1230141) (NO.5)
- 'Q' - EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT (K) 1 WIDE (D.P. 1200786)

- 'C' - EASEMENT FOR POUNDING SUBSTATION (CL 7.5 WIDE)
- 'D' - RESTRICTION ON THE USE OF LAND (D) (NO.4)
- 'E' - RESTRICTION ON THE USE OF LAND (E) (NO.5)
- 'D1' - EASEMENT FOR POUNDING SUBSTATION (D1 4.75 WIDE (D.P. 1230141))
- 'E1' - RESTRICTION ON THE USE OF LAND (E1) (D.P. 1230141) (NO.4)
- 'F1' - RESTRICTION ON THE USE OF LAND (F1) (D.P. 1230141) (NO.5)
- 'Q' - EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT (K) 1 WIDE (D.P. 1200786)

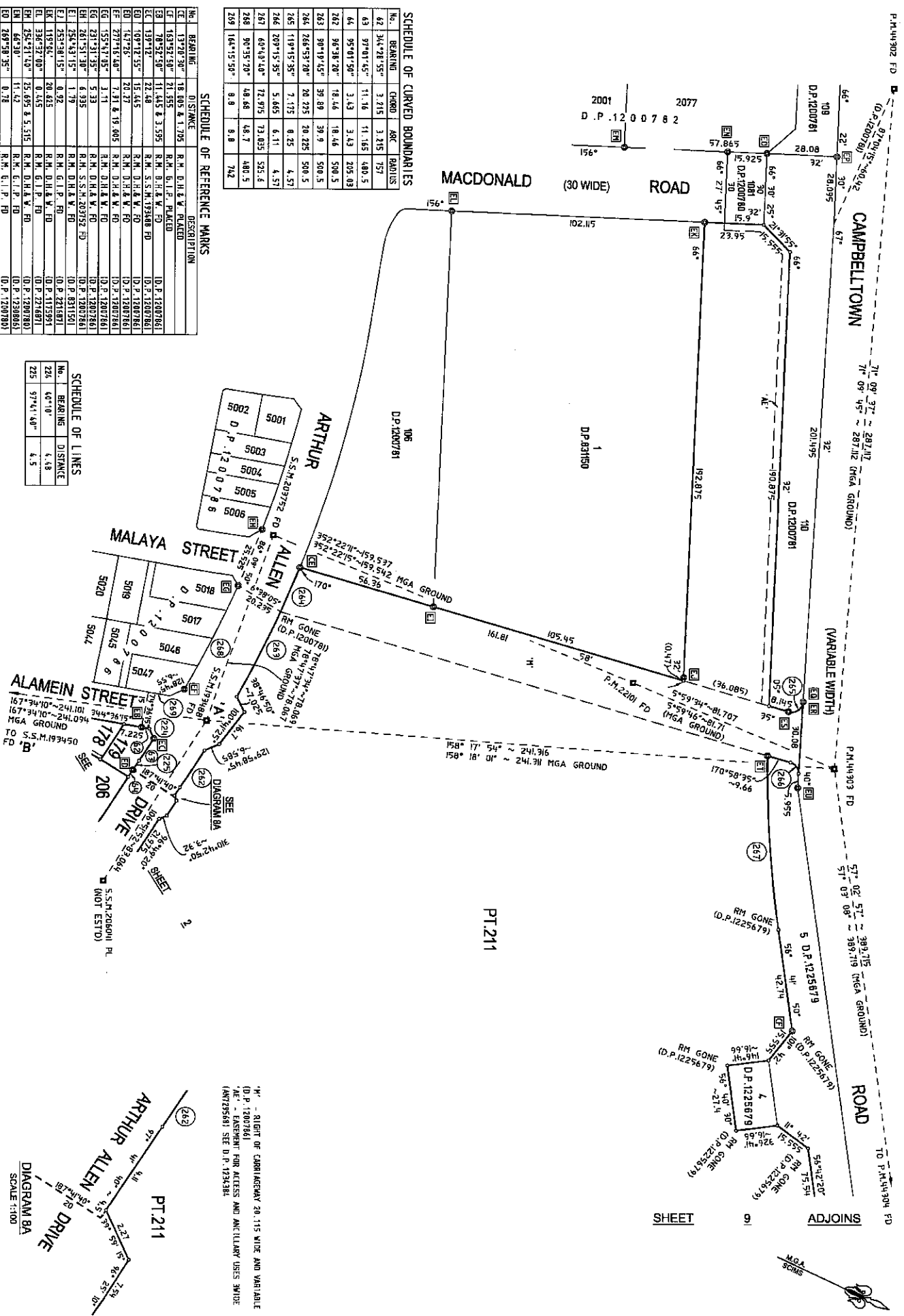
**SURVEYOR**  
 NAME: ANTHONY KELLNER  
 DATE: 14 JANUARY 2018  
 REFERENCE: 1188 STAGE 3.1

**PLAN OF SUBDIVISION OF LOTS 2183 & 2184 D.P. 1230141, LOT 1**  
 D.P. 1225679, LOT 5146 D.P. 1200786 AND LOT 111  
 D.P. 1200781

**LGA: CAMPBELLTOWN**  
 Locality: BARBIA  
 Reduction Ratio: 1: 500  
 Lengths are in metres

Registered  
 29.05.2019

**DP1240733**



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
62	344.28155°	3.215	3.215	757
63	97.01145°	11.16	11.165	400.5
64	95.01150°	3.43	3.43	205.03
262	98.38720°	18.46	18.46	500.5
263	90.1145°	39.89	39.9	500.5
264	268.53720°	20.225	20.225	500.5
265	119.11535°	7.137	7.137	4.57
266	209.11535°	5.665	6.11	4.57
267	69.4140°	12.975	13.025	525.6
268	96.38720°	18.46	18.7	400.5
269	164.1550°	8.8	8.8	742

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
CE	137.0230°	18.005 & 1.795	R.M. D.L. & W. PLATED
CF	163.9750°	21.955 & 3.595	R.M. D.L. & W. PLATED
CG	208.5750°	11.645 & 3.595	R.M. D.L. & W. PLATED
CH	130.712°	22.49	R.M. S.S.M. 133408 FD
CI	109.1255°	15.645	R.M. D.L. & W. PLATED
CJ	147.76°	26.27	R.M. D.L. & W. PLATED
CK	277.1640°	7.81 & 19.405	R.M. D.L. & W. PLATED
CL	155.4705°	3.11	R.M. D.L. & W. PLATED
CM	231.3135°	5.23	R.M. D.L. & W. PLATED
CN	261.5170°	4.925	R.M. S.S.M. 202192 FD
CO	282.4315°	1.79	R.M. D.L. & W. PLATED
CP	282.4315°	1.79	R.M. D.L. & W. PLATED
CQ	282.4315°	1.79	R.M. D.L. & W. PLATED
CR	282.4315°	1.79	R.M. D.L. & W. PLATED
CS	229.7570°	9.65	R.M. D.L. & W. PLATED
CT	229.7570°	9.65	R.M. D.L. & W. PLATED
CU	231°	8.325	R.M. D.L. & W. PLATED
CV	157.07°	0.455	R.M. C.B. FD

SCHEDULE OF LINES

No.	BEARING	DISTANCE
225	40°10'	4.18
226	97°41'40"	4.5

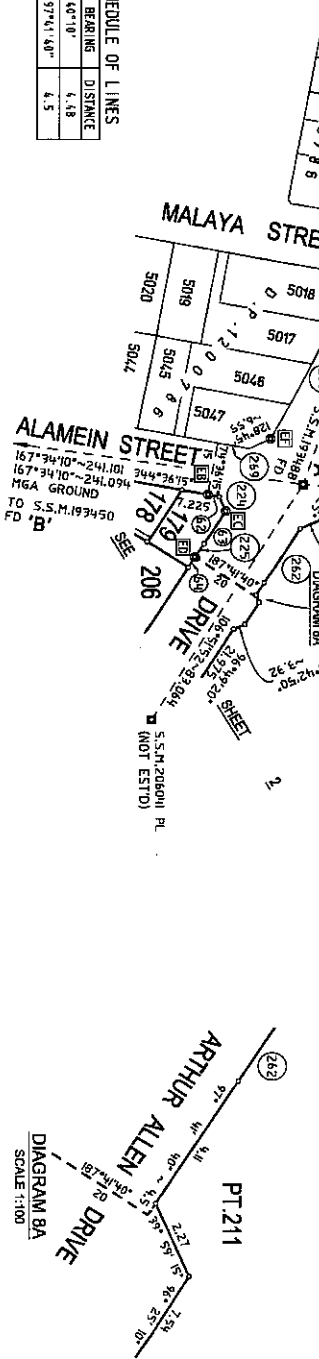
**SURVEYOR**  
Name: ANTHONY KELLNER  
Date: 14 JANUARY 2019  
Reference: 1183 STAGE 3.1

**PLAN OF**  
SUBDIVISION OF LOTS 2183 & 2184 D.P. 1230141, LOT 1  
D.P. 1225679, LOT 5/46 D.P. 1200788 AND LOT 111  
D.P. 1200781

**LGA:** CAMPBELLTOWN  
**Locality:** BARDIA  
**Reduction Ratio:** 1: 1000

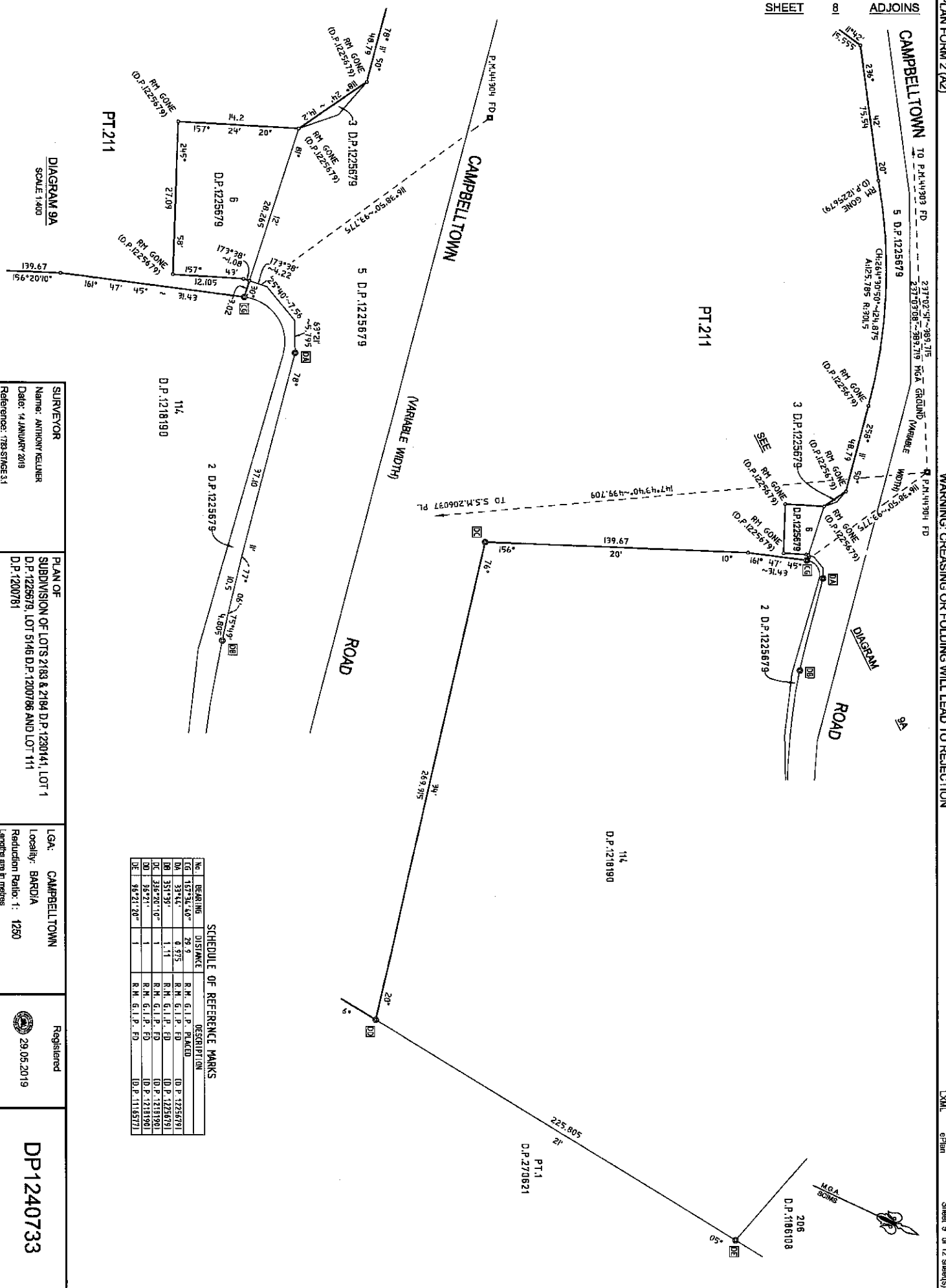
Registered  
29.05.2019

**DP1240733**



\* - RIGHT OF CARRIAGEWAY 20.115 WIDE AND VARIABLE (D.P. 1200781)  
 AE - EASEMENT FOR ACCESS AND ANCILLARY USES WIDE (AM729561) SEE D.P. 123481

SHEET 8 ADJOINS



SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
1G	157°36'40"	29.9	R.M. G.I.P. PLACED (D.P. 1225679)
1H	331°42'	0.975	R.M. G.I.P. FD (D.P. 1225679)
1I	351°39'	1.11	R.M. G.I.P. FD (D.P. 1225679)
1J	336°20'10"	1	R.M. G.I.P. FD (D.P. 1218190)
1K	35°21'	1	R.M. G.I.P. FD (D.P. 1218190)
1L	35°21'20"	1	R.M. G.I.P. FD (D.P. 118577)

<p><b>SURVEYOR</b>                  Name: ANTHONY KELLNER                  Date: 14 JANUARY 2018                  Reference: 7783 STAGE 3.1</p>	<p><b>PLAN OF SUBDIVISION OF LOTS 2183 &amp; 2184 D.P. 1280141, LOT 1 D.P. 1225679, LOT 5146 D.P. 1200786 AND LOT 111 D.P. 1200781</b></p>	<p><b>LGA: CAMPBELLTOWN</b>                  Locality: BARDIA                  Reduction Ratio: 1: 1250                  Landfile area in metres</p>	<p>Registered                  29.05.2019</p>	<p><b>DP1240733</b></p>
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SCHEDULE OF CURVED BOUNDARIES

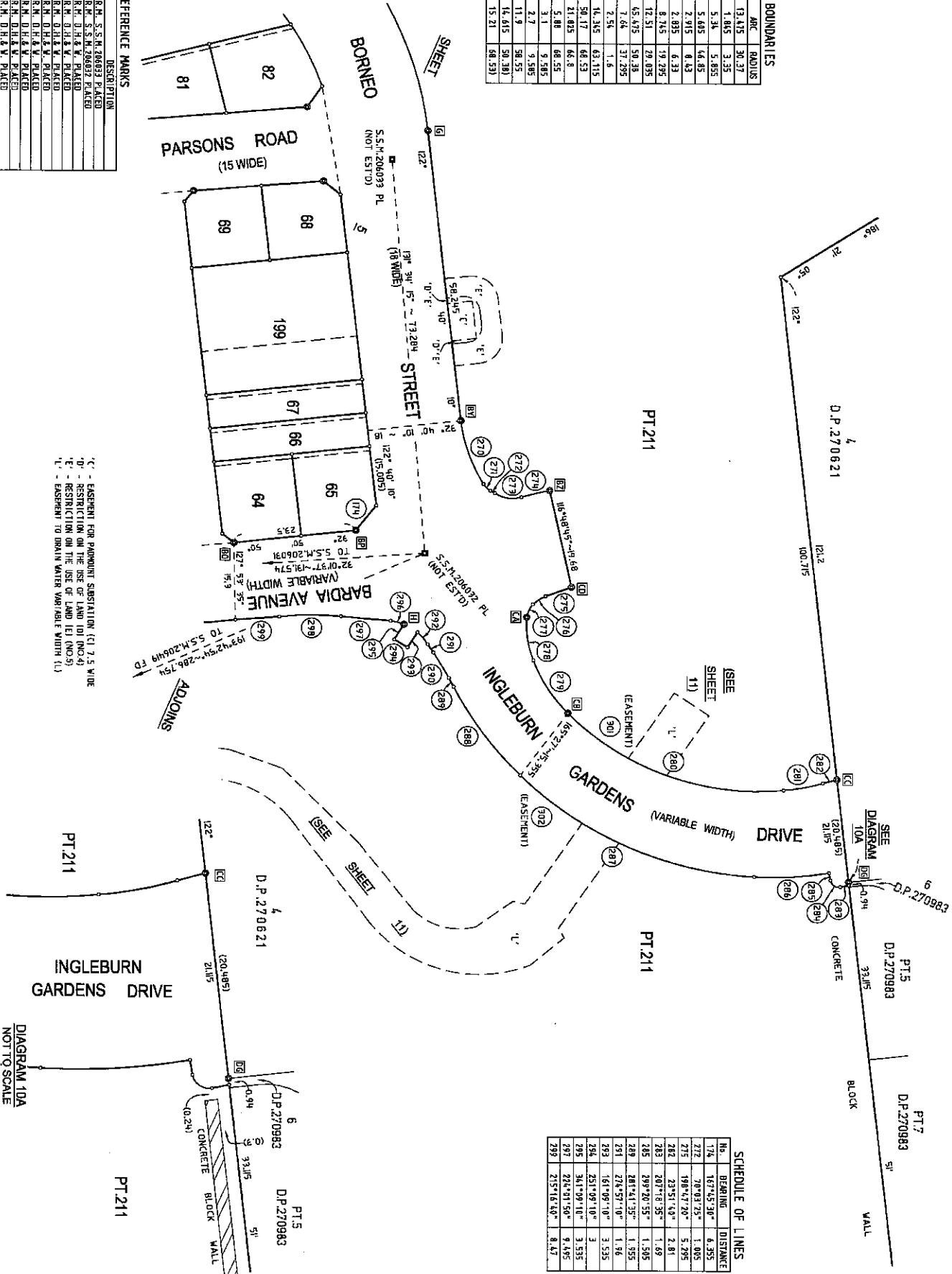
No.	BEARING	CURVED	ARC	RADIUS
210	109°57'20"	13.365	13.435	30.37
211	83°57'25"	1.825	1.865	3.35
212	47°14'25"	5.155	5.34	5.855
216	25°08'25"	5.6	5.615	16.05
218	105°50'10"	2.9	2.915	6.33
219	154°15'20"	2.81	2.835	6.33
228	120°23'30"	0.67	0.745	19.295
229	96°52'30"	12.415	12.51	29.035
280	59°17'40"	43.945	45.435	50.38
281	28°22'35"	7.63	7.64	37.295
284	233°51'05"	2.28	2.54	1.8
286	215°43'15"	16.315	16.345	63.115
287	243°12'50"	49.055	50.17	66.53
288	212°58'30"	21.73	21.835	66.8
289	278°13'45"	5.875	5.88	66.55
292	269°25'15"	3.085	3.1	9.585
294	234°06'45"	2.68	2.7	9.585
298	218°44'	11.88	11.9	58.55
301	178°50'30"	16.565	16.615	50.38
302	125°14'45"	15.175	15.21	68.53

SCHEDULE OF LINES

No.	BEARING	DISTANCE
176	167°45'30"	8.355
212	70°03'25"	1.05
215	198°47'20"	5.295
282	23°51'40"	2.81
283	207°18'35"	1.68
285	289°20'55"	1.585
289	281°54'35"	1.955
291	274°57'10"	1.96
293	161°09'10"	3.535
294	251°09'10"	3
295	341°09'10"	3.535
297	224°01'50"	9.445
299	215°16'40"	8.47

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
C	338°34'18"	7.785	R.M. S.S.M. ANOBB PLACED
E	120°43'25"	18.48	R.M. S.S.M. ANOBB PLACED
F	307°51'15"	6.7	R.M. D.H.A.W. PLACED
G	339°40'25"	5.565	R.M. D.H.A.W. PLACED
H	337°42'	4.545	R.M. D.H.A.W. PLACED
I	337°27'55"	14.42	R.M. D.H.A.W. PLACED
J	10°47'40"	11.755	R.M. D.H.A.W. PLACED
K	0°15'05"	22.25	R.M. D.H.A.W. PLACED
L	123°17'20"	14.74	R.M. D.H.A.W. PLACED
M	89°43'35"	14.91	R.M. D.H.A.W. PLACED
N	339°25'21"	2.62	R.M. D.H.A.W. PLACED
O	318°22'	11.295	R.M. D.H.A.W. PLACED
P	113°07'35"	4.59	R.M. D.H.A.W. PLACED
Q	113°28'30"	15.175	R.M. D.H.A.W. PLACED
R	35°04'	8.395	R.M. G.L.P. PD NOW GONE (D.P. 1131264)



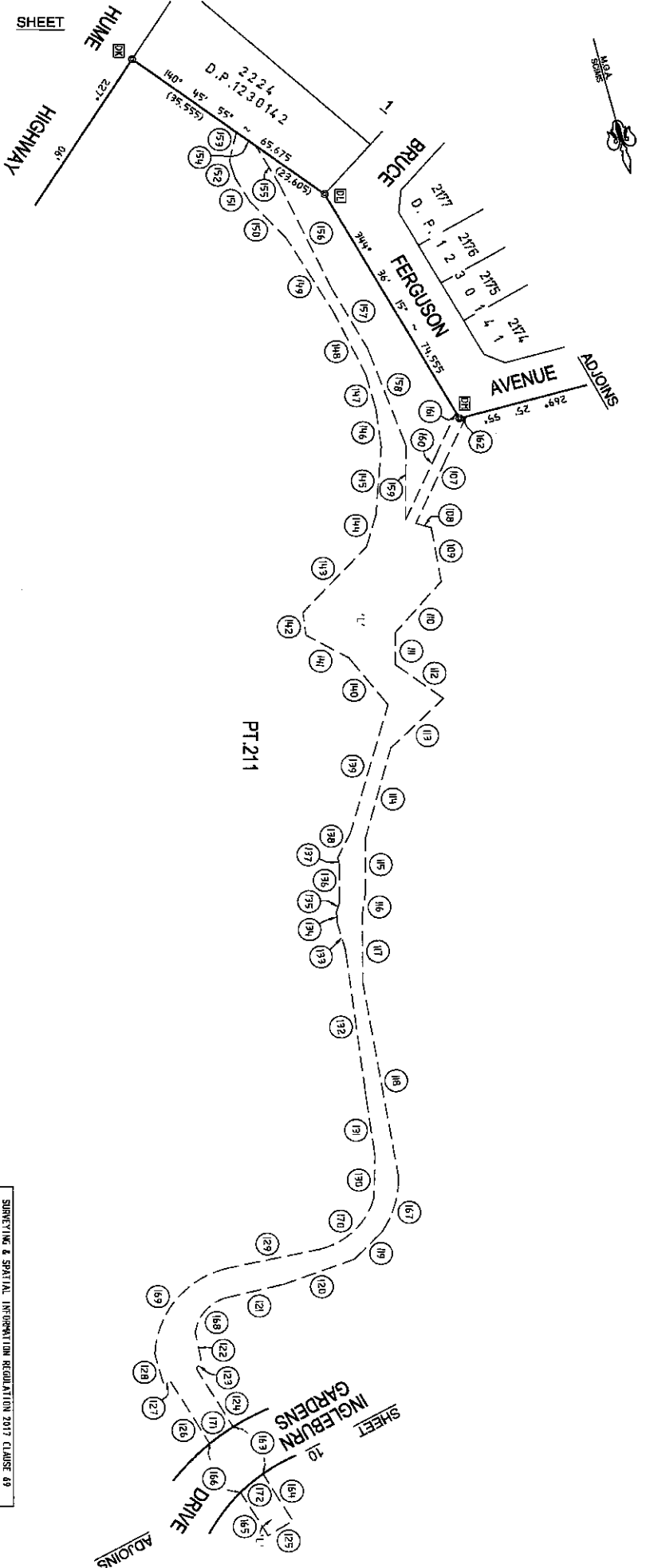
**SURVEYOR**  
 Name: ANTHONY REULNER  
 Date: 14 JANUARY 2019  
 Reference: 1789318E31

**PLAN OF SUBDIVISION OF LOTS 2183 & 2184 D.P. 1230141, LOT 1 D.P. 1225678, LOT 5148 D.P. 1200786 AND LOT 111 D.P. 1200781**

**LGA: CAMPBELL TOWN**  
 Locality: BARDIA  
 Reduction Ratio: 1: 500

Registered  
 28.05.2019

**DP1240733**



No.	BEARING	DISTANCE
107	39°45'54"	31.76
108	300°02'	4.48
109	4°44'24"	15.675
110	55°30'55"	19.46
111	16°42'54"	9.165
112	320°37'44"	6.165
113	307°25'05"	20.38
114	28°51'	24.685
115	114°42'30"	16.5
116	22°55'20"	4.76
117	114°14'20"	4.76
118	178°28'10"	11.205
119	178°28'10"	11.205
120	178°28'10"	11.205
121	178°28'10"	11.205
122	178°28'10"	11.205
123	178°28'10"	11.205
124	178°28'10"	11.205
125	178°28'10"	11.205
126	178°28'10"	11.205
127	178°28'10"	11.205
128	178°28'10"	11.205
129	178°28'10"	11.205
130	178°28'10"	11.205
131	178°28'10"	11.205
132	178°28'10"	11.205
133	178°28'10"	11.205
134	178°28'10"	11.205
135	178°28'10"	11.205

No.	BEARING	CHORD	ARC	ORDINATES
107	39°48'25"	16.68	16.935	28.28
108	54°02'10"	12.535	13.035	12.3
109	233°59'	31.765	34.02	26.585
110	240°18'20"	20.75	21.725	20.8
111	68°06'45"	8.03	8.03	68.53
112	43°54'30"	8.105	8.105	50.38

No.	BEARING	DISTANCE	R.M.	G.L.P.	FD	DESCRIPTION
107	39°45'54"	8.43	R.M.	G.L.P.	FD	D.P. 1230141
108	300°02'	9.285	R.M.	S.S.M.	20618	D.P. 1230141
109	4°44'24"	7.48	R.M.	S.S.M.	20618	D.P. 1230141

SCHEDULE OF REFERENCE MARKS

1. - EASEMENT TO DRAIN WATER VARIABLE WIDTH (L)

FROM	TO	HEIGHT DIFFERENCE	METHOD
P.M. 22101	S.S.M. 203752	1.915	DIFFERENTIAL LEVELLING
P.M. 41919	P.M. 22181	-1.421	DIFFERENTIAL LEVELLING
S.S.M. 193450	S.S.M. 206076	0.167	DIFFERENTIAL LEVELLING
S.S.M. 193440	P.M. 44593	0.042	DIFFERENTIAL LEVELLING
S.S.M. 193440	P.M. 44593	0.042	DIFFERENTIAL LEVELLING
S.S.M. 203752	P.M. 44593	0.531	DIFFERENTIAL LEVELLING
S.S.M. 206076	S.S.M. 206076	-1.191	DIFFERENTIAL LEVELLING
S.S.M. 206076	S.S.M. 206076	0.788	DIFFERENTIAL LEVELLING
S.S.M. 206076	S.S.M. 203752	0.688	DIFFERENTIAL LEVELLING
S.S.M. 206076	S.S.M. 206076	0.387	DIFFERENTIAL LEVELLING
S.S.M. 206076	S.S.M. 206076	2.779	DIFFERENTIAL LEVELLING
S.S.M. 206076	S.S.M. 206076	2.779	DIFFERENTIAL LEVELLING
S.S.M. 206076	S.S.M. 206076	1.312	DIFFERENTIAL LEVELLING
S.S.M. 206076	S.S.M. 206076	1.991	DIFFERENTIAL LEVELLING
S.S.M. 206076	S.S.M. 206076	-1.717	DIFFERENTIAL LEVELLING
S.S.M. 206076	S.S.M. 206076	2.643	DIFFERENTIAL LEVELLING
S.S.M. 206076	S.S.M. 206076	3.606	DIFFERENTIAL LEVELLING
S.S.M. 206076	S.S.M. 206076	0.820	DIFFERENTIAL LEVELLING
S.S.M. 206076	S.S.M. 206076	1.653	DIFFERENTIAL LEVELLING
S.S.M. 206076	S.S.M. 206076	1.280	DIFFERENTIAL LEVELLING
S.S.M. 206076	S.S.M. 193488	1.517	DIFFERENTIAL LEVELLING

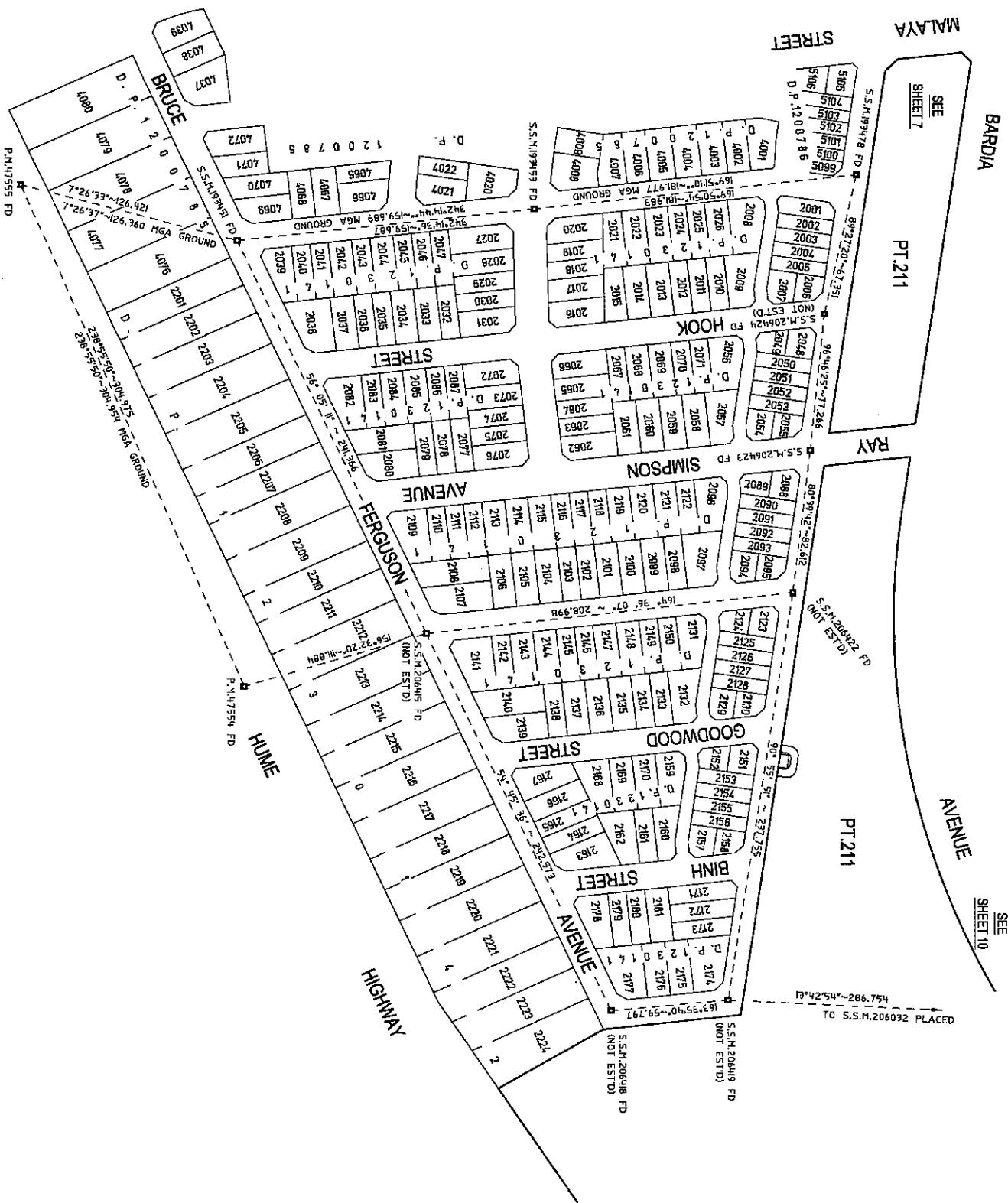
**SURVEYOR**  
 Name: ANTHONY KELLER  
 Date: 14 JANUARY 2019  
 Reference: 178531

**PLAN OF SUBDIVISION OF LOTS 2183 & 2184 D.P. 1230141, LOT 1**  
 D.P. 1230141  
 D.P. 1200781


**LGA: CAMPBELL TOWN**  
 Locality: BARBIA  
 Reduction Ratio: 1: 800  
 Lengths are in metres

Registered  
 29.05.2019

**DP1240733**




<p><b>SURVEYOR</b> Name: ANTHONY KELLNER Date: 14 JANUARY 2019 Reference: TRS-STAGE 31</p>	<p><b>PLAN OF SUBDIVISION OF LOTS 2183 &amp; 2184 D.P. 1230141, LOT 1 D.P. 1225679, LOT 5146 D.P. 1200786 AND LOT 111 D.P. 1200781</b></p>	<p><b>LGA: CAMPBELLTOWN</b> Locality: BARDIA Reduction Ratio: 1: 1500 Lengths are in metres</p>	<p>Registered 29.05.2019</p>	<p><b>DP1240733</b></p>
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<b>PLAN FORM 6 (2018)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 10 sheet(s)
Registered:  <b>29.05.2019</b>  Title System: <b>TORRENS</b>	Office Use Only  <h1 style="margin: 0;">DP1240733</h1>	Office Use Only
<b>PLAN OF</b> SUBDIVISION OF LOTS 2183 & 2184 D.P.1230141, LOT 1 D.P.1225679, LOT 5146 D.P.1200786 AND LOT 111 D.P.1200781	LGA: <b>CAMPBELLTOWN</b>  Locality: <b>BARDIA</b>  Parish: <b>MINTO</b>  County: <b>CUMBERLAND</b>	
Survey Certificate  I, <u>ANTHONY KELLNER</u> of <u>CRAIG &amp; RHODES PTY LTD</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that:  *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on <u>14 JANUARY 2019</u> , or *(b) <del>The part of the land shown in the plan(*being/*excluding **</del> <del>was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</del> *(c) <del>The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del> Datum Line: <u>'A' - 'B'</u> Type: <u>*Urban/*Rural</u> The terrain is <u>*Level-Undulating / *Steep-Mountainous</u> Signature: <u><i>AK</i></u> Dated: <u>23/1/19</u>  Surveyor Identification No: <u>1399</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>  *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	Crown Lands NSW/Western Lands Office Approval  I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.  Signature: ..... Date: ..... File Number: ..... Office: .....	
Plans used in the preparation of survey/compilation. D.P.221687      D.P.1186108      D.P.1230141 D.P.246213      D.P.1200780      D.P.1230142 D.P.270152      D.P.1200781      D.P.1230806 D.P.270621      D.P.1200782 D.P.270983      D.P.1200783 D.P.831150      D.P.1200785 D.P.1116577      D.P.1200786 D.P.1131246      D.P.1218190 D.P.1175991      D.P.1225679	Subdivision Certificate <b>Fletcher Rayner</b> I, ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.  Signature: <u><i>FR</i></u> Accreditation number: <u>N/A</u> Consent Authority: <u>Campbelltown Council</u> Date of endorsement: <u>10/5/19</u> Subdivision Certificate number: <u>18/2019</u> File number: <u>1281/2017/DA-SW</u>  *Strike through if inapplicable.	
Surveyor's Reference: <b>1783-STAGE 3.1</b>	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE TO THE PUBLIC 1. BARDIA AVENUE (15.24 & VARIABLE WIDTH) 2. EORA STREET (15 WIDE) 3. RAY SIMPSON AVENUE (18 WIDE) 4. SANANANDA ROAD (15 WIDE) 5. SCARLET BEACH STREET (15 WIDE) 6. HAWAIN STREET (15 WIDE)      AS PUBLIC ROAD (CONTINUED ON SHEET 2)	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

CAD REF: 2.1783-EdmondsonPark\_VEG\_PLANS17836 S42 1061 - 31 RD - ED - AK

**PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 10 sheet(s)

Registered:  29.05.2019 Office Use Only

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**DP1240733**

**PLAN OF**  
SUBDIVISION OF LOTS 2183 & 2184  
D.P.1230141, LOT 1 D.P.1225679, LOT 5146  
D.P.1200786 AND LOT 111 D.P.1200781

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: .....18/2019.....  
Date of Endorsement: .....10/5/19.....

(CONTINUED FROM SHEET 1)

IT IS INTENDED TO DEDICATE TO THE PUBLIC :

7. WEWAK STREET (15 WIDE)
8. BORNEO STREET (18 WIDE & VARIABLE WIDTH)
9. PARSONS ROAD (15 WIDE)
10. ARTHUR ALLEN DRIVE (19, 20 WIDE & VARIABLE WIDTH)
11. PROVOST LANE (7 & 7.5 WIDE)
12. BRUNEI LANE (7 WIDE)
13. AWAS LANE (7 WIDE)
14. INGLEBURN GARDENS DRIVE (VARIABLE WIDTH)

AS PUBLIC ROAD

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED

TO CREATE:

1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
3. EASEMENT FOR PADMOUNT SUBSTATION (C) 7.5 WIDE
4. RESTRICTION ON THE USE OF LAND (D)
5. RESTRICTION ON THE USE OF LAND (E)
6. EASEMENT FOR UNDERGROUND CABLES (F) 1 WIDE
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND
12. EASEMENT TO DRAIN WATER VARIABLE WIDTH (L)
13. RESTRICTION ON THE USE OF LAND

TO RELEASE:


1. EASEMENT TO DRAIN WATER VARIABLE WIDTH DENOTED 'I' IN D.P.1230141

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1783-STAGE 3.1

CAD REF: Z:\1783-EdmondsonPark\A\OR...PLAN\MSV1783G 5x2 [06] - 31 - E.D. - AK

**PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 10 sheet(s)

Registered:  29.05.2019

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**DP1240733**

**PLAN OF**  
 SUBDIVISION OF LOTS 2183 & 2184  
 D.P.1230141, LOT 1 D.P.1225679, LOT 5146  
 D.P.1200786 AND LOT 111 D.P.1200781

Subdivision Certificate number: 18/2019  
 Date of Endorsement: 10/5/19

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals- see 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

**SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)**


**SCHEDULE OF LOTS & ADDRESSES**

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1	99	BARDIA	AVENUE	BARDIA
2	101	BARDIA	AVENUE	BARDIA
3	103	BARDIA	AVENUE	BARDIA
4	105	BARDIA	AVENUE	BARDIA
5	107	BARDIA	AVENUE	BARDIA
6	109	BARDIA	AVENUE	BARDIA
7	46	EORA	STREET	BARDIA
8	111	BARDIA	AVENUE	BARDIA
9	113	BARDIA	AVENUE	BARDIA
10	115	BARDIA	AVENUE	BARDIA
11	117	BARDIA	AVENUE	BARDIA
12	119	BARDIA	AVENUE	BARDIA
13	121	BARDIA	AVENUE	BARDIA
14	123	BARDIA	AVENUE	BARDIA
15	125	BARDIA	AVENUE	BARDIA
16	62	RAY SIMPSON	AVENUE	BARDIA
17	64	RAY SIMPSON	AVENUE	BARDIA
18	63	RAY SIMPSON	AVENUE	BARDIA
19	129	BARDIA	AVENUE	BARDIA
20	131	BARDIA	AVENUE	BARDIA
21	133	BARDIA	AVENUE	BARDIA
22	135	BARDIA	AVENUE	BARDIA
23	137	BARDIA	AVENUE	BARDIA
24	48	SANANANDA	ROAD	BARDIA
25	50	SANANANDA	ROAD	BARDIA
26	55	SANANANDA	ROAD	BARDIA
27	53	SANANANDA	ROAD	BARDIA
28	143	BARDIA	AVENUE	BARDIA
29	145	BARDIA	AVENUE	BARDIA
30	147	BARDIA	AVENUE	BARDIA
31	149	BARDIA	AVENUE	BARDIA
32	151	BARDIA	AVENUE	BARDIA
33	153	BARDIA	AVENUE	BARDIA
34	155	BARDIA	AVENUE	BARDIA
35	157	BARDIA	AVENUE	BARDIA
36	159	BARDIA	AVENUE	BARDIA

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1783-STAGE 3.1

**PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 10 sheet(s)

Registered:  29.05.2019 Office Use Only

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**DP1240733**

**PLAN OF**  
 SUBDIVISION OF LOTS 2183 & 2184  
 D.P.1230141, LOT 1 D.P.1225679, LOT 5146  
 D.P.1200786 AND LOT 111 D.P.1200781

Subdivision Certificate number: 18/2019  
 Date of Endorsement: 10/5/19


- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
  - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
  - Signatures and seals- see 195D Conveyancing Act 1919
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)				
SCHEDULE OF LOTS & ADDRESSES				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
37	161	BARDIA	AVENUE	BARDIA
38	163	BARDIA	AVENUE	BARDIA
39	165	BARDIA	AVENUE	BARDIA
40	24	HAWAIN	STREET	BARDIA
41	167	BARDIA	AVENUE	BARDIA
42	17	HAWAIN	STREET	BARDIA
43	15	HAWAIN	STREET	BARDIA
44	171	BARDIA	AVENUE	BARDIA
45	173	BARDIA	AVENUE	BARDIA
46	175	BARDIA	AVENUE	BARDIA
47	177	BARDIA	AVENUE	BARDIA
48	179	BARDIA	AVENUE	BARDIA
49	181	BARDIA	AVENUE	BARDIA
50	183	BARDIA	AVENUE	BARDIA
51	185	BARDIA	AVENUE	BARDIA
52	187	BARDIA	AVENUE	BARDIA
53	189	BARDIA	AVENUE	BARDIA
54	191	BARDIA	AVENUE	BARDIA
55	193	BARDIA	AVENUE	BARDIA
56	195	BARDIA	AVENUE	BARDIA
57	197	BARDIA	AVENUE	BARDIA
58	199	BARDIA	AVENUE	BARDIA
59	201	BARDIA	AVENUE	BARDIA
60	203	BARDIA	AVENUE	BARDIA
61	205	BARDIA	AVENUE	BARDIA
62	207	BARDIA	AVENUE	BARDIA
63	209	BARDIA	AVENUE	BARDIA
64	211	BARDIA	AVENUE	BARDIA
65	213	BARDIA	AVENUE	BARDIA
66	84	BORNEO	STREET	BARDIA
67	82	BORNEO	STREET	BARDIA
68	74	BORNEO	STREET	BARDIA
69	36	PARSONS	ROAD	BARDIA
70	34	PARSONS	ROAD	BARDIA
71	20	PARSONS	ROAD	BARDIA
72	5	WEWAK	STREET	BARDIA

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1783-STAGE 3.1

**PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 10 sheet(s)

Registered:  29.05.2019

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**DP1240733**

**PLAN OF**  
 SUBDIVISION OF LOTS 2183 & 2184  
 D.P.1230141, LOT 1 D.P.1225679, LOT 5146  
 D.P.1200786 AND LOT 111 D.P.1200781

Subdivision Certificate number: .....18/2019.....  
 Date of Endorsement: .....10/5/19.....


- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
  - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
  - Signatures and seals- see 195D Conveyancing Act 1919
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)				
SCHEDULE OF LOTS & ADDRESSES				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
73	18	PARSONS	ROAD	BARDIA
74	4	PARSONS	ROAD	BARDIA
75	13	HAWAIN	STREET	BARDIA
76	2	PARSONS	ROAD	BARDIA
77	1	PARSONS	ROAD	BARDIA
78	11	PARSONS	ROAD	BARDIA
79	13	PARSONS	ROAD	BARDIA
80	21	PARSONS	ROAD	BARDIA
81	23	PARSONS	ROAD	BARDIA
82	72	BORNEO	STREET	BARDIA
83	62	BORNEO	STREET	BARDIA
84	222	ARTHUR ALLEN	DRIVE	BARDIA
85	220	ARTHUR ALLEN	DRIVE	BARDIA
86	204	ARTHUR ALLEN	DRIVE	BARDIA
87	202	ARTHUR ALLEN	DRIVE	BARDIA
88	7	HAWAIN	STREET	BARDIA
89	8	HAWAIN	STREET	BARDIA
90	10	HAWAIN	STREET	BARDIA
91	12	HAWAIN	STREET	BARDIA
92	14	HAWAIN	STREET	BARDIA
93	16	HAWAIN	STREET	BARDIA
94	18	HAWAIN	STREET	BARDIA
95	20	HAWAIN	STREET	BARDIA
96	22	HAWAIN	STREET	BARDIA
97	29	SCARLET BEACH	STREET	BARDIA
98	27	SCARLET BEACH	STREET	BARDIA
99	25	SCARLET BEACH	STREET	BARDIA
100	23	SCARLET BEACH	STREET	BARDIA
101	21	SCARLET BEACH	STREET	BARDIA
102	19	SCARLET BEACH	STREET	BARDIA
103	38	SCARLET BEACH	STREET	BARDIA
104	40	SCARLET BEACH	STREET	BARDIA
105	42	SCARLET BEACH	STREET	BARDIA
106	44	SCARLET BEACH	STREET	BARDIA
107	46	SCARLET BEACH	STREET	BARDIA
108	48	SCARLET BEACH	STREET	BARDIA

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1783-STAGE 3.1

**PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 6 of 10 sheet(s)

Registered:  29.05.2019 Office Use Only

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**DP1240733**

**PLAN OF**  
 SUBDIVISION OF LOTS 2183 & 2184  
 D.P.1230141, LOT 1 D.P.1225679, LOT 5146  
 D.P.1200786 AND LOT 111 D.P.1200781

Subdivision Certificate number: ..... 18/2019 .....  
 Date of Endorsement: ..... 10/5/19 .....

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
  - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
  - Signatures and seals- see 195D Conveyancing Act 1919
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

**SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)**


**SCHEDULE OF LOTS & ADDRESSES**

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
109	50	SCARLET BEACH	STREET	BARDIA
110	52	SCARLET BEACH	STREET	BARDIA
111	51	SANANANDA	ROAD	BARDIA
112	49	SANANANDA	ROAD	BARDIA
113	47	SANANANDA	ROAD	BARDIA
114	45	SANANANDA	ROAD	BARDIA
115	43	SANANANDA	ROAD	BARDIA
116	41	SANANANDA	ROAD	BARDIA
117	39	SANANANDA	ROAD	BARDIA
118	37	SANANANDA	ROAD	BARDIA
119	35	SANANANDA	ROAD	BARDIA
120	30	SANANANDA	ROAD	BARDIA
121	32	SANANANDA	ROAD	BARDIA
122	34	SANANANDA	ROAD	BARDIA
123	36	SANANANDA	ROAD	BARDIA
124	38	SANANANDA	ROAD	BARDIA
125	40	SANANANDA	ROAD	BARDIA
126	42	SANANANDA	ROAD	BARDIA
127	44	SANANANDA	ROAD	BARDIA
128	46	SANANANDA	ROAD	BARDIA
129	61	RAY SIMPSON	AVENUE	BARDIA
130	59	RAY SIMPSON	AVENUE	BARDIA
131	57	RAY SIMPSON	AVENUE	BARDIA
132	55	RAY SIMPSON	AVENUE	BARDIA
133	53	RAY SIMPSON	AVENUE	BARDIA
134	51	RAY SIMPSON	AVENUE	BARDIA
135	49	RAY SIMPSON	AVENUE	BARDIA
136	47	RAY SIMPSON	AVENUE	BARDIA
137	44	RAY SIMPSON	AVENUE	BARDIA
138	46	RAY SIMPSON	AVENUE	BARDIA
139	48	RAY SIMPSON	AVENUE	BARDIA
140	50	RAY SIMPSON	AVENUE	BARDIA
141	52	RAY SIMPSON	AVENUE	BARDIA
142	54	RAY SIMPSON	AVENUE	BARDIA
143	56	RAY SIMPSON	AVENUE	BARDIA
144	58	RAY SIMPSON	AVENUE	BARDIA

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1783-STAGE 3.1

**PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 7 of 10 sheet(s)

Registered:  29.05.2019 Office Use Only

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**DP1240733**

**PLAN OF  
 SUBDIVISION OF LOTS 2183 & 2184  
 D.P.1230141, LOT 1 D.P.1225679, LOT 5146  
 D.P.1200786 AND LOT 111 D.P.1200781**

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
  - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
  - Signatures and seals- see 195D Conveyancing Act 1919
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.


Subdivision Certificate number: ..... 18/2019 .....  
 Date of Endorsement: ..... 10/5/19 .....

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)				
SCHEDULE OF LOTS & ADDRESSES				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
145	60	RAY SIMPSON	AVENUE	BARDIA
146	37	EORA	STREET	BARDIA
147	35	EORA	STREET	BARDIA
148	33	EORA	STREET	BARDIA
149	31	EORA	STREET	BARDIA
150	29	EORA	STREET	BARDIA
151	27	EORA	STREET	BARDIA
152	25	EORA	STREET	BARDIA
153	23	EORA	STREET	BARDIA
154	21	EORA	STREET	BARDIA
155	22	EORA	STREET	BARDIA
156	24	EORA	STREET	BARDIA
157	26	EORA	STREET	BARDIA
158	28	EORA	STREET	BARDIA
159	30	EORA	STREET	BARDIA
160	32	EORA	STREET	BARDIA
161	34	EORA	STREET	BARDIA
162	36	EORA	STREET	BARDIA
163	38	EORA	STREET	BARDIA
164	40	EORA	STREET	BARDIA
165	42	EORA	STREET	BARDIA
166	44	EORA	STREET	BARDIA
167	37	ALAMEIN	STREET	BARDIA
168	35	ALAMEIN	STREET	BARDIA
169	33	ALAMEIN	STREET	BARDIA
170	31	ALAMEIN	STREET	BARDIA
171	29	ALAMEIN	STREET	BARDIA
172	27	ALAMEIN	STREET	BARDIA
173	25	ALAMEIN	STREET	BARDIA
174	23	ALAMEIN	STREET	BARDIA
175	21	ALAMEIN	STREET	BARDIA
176	19	ALAMEIN	STREET	BARDIA
177	17	ALAMEIN	STREET	BARDIA
178	15	ALAMEIN	STREET	BARDIA
179	13	ALAMEIN	STREET	BARDIA
180	136	ARTHUR ALLEN	DRIVE	BARDIA

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1783-STAGE 3.1

**PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 8 of 10 sheet(s)

Registered:  29.05.2019 Office Use Only

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**DP1240733**

**PLAN OF  
 SUBDIVISION OF LOTS 2183 & 2184  
 D.P.1230141, LOT 1 D.P.1225679, LOT 5146  
 D.P.1200786 AND LOT 111 D.P.1200781**

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals- see 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.


Subdivision Certificate number: ..... 18/2019 .....  
 Date of Endorsement: ..... 10/5/19 .....

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)				
SCHEDULE OF LOTS & ADDRESSES				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
181	20	EORA	STREET	BARDIA
182	19	EORA	STREET	BARDIA
183	17	EORA	STREET	BARDIA
184	152	ARTHUR ALLEN	DRIVE	BARDIA
185	42	RAY SIMPSON	AVENUE	BARDIA
186	45	RAY SIMPSON	AVENUE	BARDIA
187	43	RAY SIMPSON	AVENUE	BARDIA
188	168	ARTHUR ALLEN	DRIVE	BARDIA
189	28	SANANANDA	ROAD	BARDIA
190	33	SANANANDA	ROAD	BARDIA
191	31	SANANANDA	ROAD	BARDIA
192	182	ARTHUR ALLEN	DRIVE	BARDIA
193	184	ARTHUR ALLEN	DRIVE	BARDIA
194	36	SCARLET BEACH	STREET	BARDIA
195	17	SCARLET BEACH	STREET	BARDIA
196	186	ARTHUR ALLEN	DRIVE	BARDIA
197	200	ARTHUR ALLEN	DRIVE	BARDIA
198	6	HAWAIN	STREET	BARDIA
199	76-80	BORNEO	STREET	BARDIA
200	22-32	PARSONS	ROAD	BARDIA
201	6-16	PARSONS	ROAD	BARDIA
202	3-9	PARSONS	ROAD	BARDIA
203	15-19	PARSONS	ROAD	BARDIA
204	64-70	BORNEO	STREET	BARDIA
205	206-218	ARTHUR ALLEN	DRIVE	BARDIA
206	124-134	ARTHUR ALLEN	DRIVE	BARDIA
207	140-150	ARTHUR ALLEN	DRIVE	BARDIA
208	156-166	ARTHUR ALLEN	DRIVE	BARDIA
209	172-180	ARTHUR ALLEN	DRIVE	BARDIA
210	188-198	ARTHUR ALLEN	DRIVE	BARDIA
211	STREET	NUMBER	NOT	AVAILABLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1783-STAGE 3.1

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 9 of 10 sheet(s)

Registered:  29.05.2019 Office Use Only

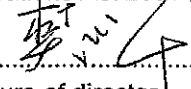
Office Use Only  
**DP1240733**

PLAN OF  
SUBDIVISION OF LOTS 2183 & 2184  
D.P.1230141, LOT 1 D.P.1225679, LOT 5146  
D.P.1200786 AND LOT 111 D.P.1200781

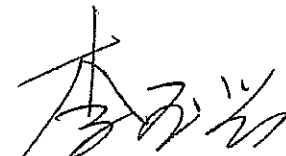
This sheet is for the provision of the following information as required:  
• A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*  
• Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*  
• Signatures and seals- see 195D *Conveyancing Act 1919*  
• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: ..... 18/2019 .....  
Date of Endorsement: ..... 10/5/19 .....

Executed by Dahua Group Sydney Project 1 Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth):

  
.....  
Signature of director

Ye Fan  
.....  
Full name of director

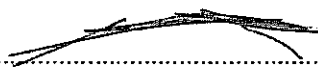
  
.....  
Signature of company secretary/director

Yu Xing Li  
.....  
Full name of company secretary/director


Signed for and on behalf of Australia and New Zealand Banking Group Limited by its attorney under a power of attorney

dated 18 NOVEMBER 2002 registered in NSW

Book 4376 No. 410 in the presence of:

  
.....  
Signature of witness

PETER KIM  
.....  
Full name of witness

  
.....  
Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

STEVE TOKIC  
.....  
Full name of attorney

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1783-STAGE 3.1

**PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 10 of 10 sheet(s)

Registered:  29.05.2019 Office Use Only

Office Use Only  
**DP1240733**

**PLAN OF**  
SUBDIVISION OF LOTS 2183 & 2184  
D.P.1230141, LOT 1 D.P.1225679, LOT 5146  
D.P.1200786 AND LOT 111 D.P.1200781

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

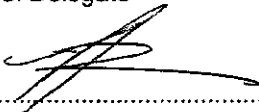
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: ..... 18/2019 .....  
Date of Endorsement: ..... 10/5/19 .....

Campbelltown City Council by its  
authorised delegate pursuant to s.377  
Local Government Act 1993 No30 :

**Fletcher Rayner**

.....  
Name of Delegate



.....  
Signature of Delegate

..... 10/5/19 .....  
Date of Signature

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

**Belinda Stapleton**.....  
Name of Witness



.....  
Signature of Witness

..... 10/5/19 .....  
Date of Signature

**91 Queen Street, Campbelltown**  
Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1783-STAGE 3.1

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

Lengths are in Metres

Sheet 1 of 14 Sheets

Plan:

**DP1240733**

Plan of Subdivision of Lots 2183 & 2184  
 DP1230141, Lot 1 DP1225679, Lot 5146  
 DP1200786 and Lot 111 DP1200781  
 covered by Council's Subdivision  
 Certificate No. 18/2019

Full Name and address of Proprietor of land:	DAHUA Group Sydney Project 1 Pty Ltd ABN 91 606 390 032 Suite 2, Level 20, 201-217 Elizabeth Street SYDNEY NSW 2000
--	--

**Part 1**

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 wide	19 72 75 88 178 182 186 190 195	18 71 76 87 179 183 187 191 196
2.	Easement for Access & Maintenance 0.9 wide	2 3 4 5 6 7 8 10 11 12 13 14 15 16 17 21 22 23	1 2 3 4 5 6 6 9 10 11 12 13 14 15 15 20 21 22

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 Revision 08: 06/05/2019

.....  
 General Manager / Authorised Officer

Lengths are in Metres

Sheet 2 of 14 Sheets

Plan:

**DP1240733**

Plan of Subdivision of Lots 2183 & 2184  
 DP1230141, Lot 1 DP1225679, Lot 5146  
 DP1200786 and Lot 111 DP1200781  
 covered by Council's Subdivision  
 Certificate No. 18/2019

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
2.	Easement for Access and Maintenance 0.9 wide	24 25 26 27 28 29 30 31 32 34 35 36 37 38 45 46 47 48 49 50 51 52 53 55 56 57 58 59 60 61 62 63 64 65 66 67 70 73 78 81	23 23 28 28 29 30 31 32 33 35 36 37 38 39 44 45 46 47 48 49 50 51 52 54 55 56 57 58 59 60 61 62 66 66 67 Pt 199 designated 'P' Pt 200 designated 'Q' Pt 201 designated 'R' Pt 202 designated 'S' Pt 204 designated 'T'

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 Revision 08: 06/05/2019

  
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Lengths are in Metres

Sheet 3 of 14 Sheets

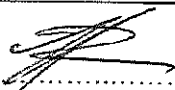
Plan:

**DP1240733**

Plan of Subdivision of Lots 2183 & 2184  
 DP1230141, Lot 1 DP1225679, Lot 5146  
 DP1200786 and Lot 111 DP1200781  
 covered by Council's Subdivision  
 Certificate No. 18/2019

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
2.	Easement for Access and Maintenance 0.9 wide	82 85 90 91 92 93 94 95 96 99 100 105 106 107 108 109 110 111 112 113 114 115 116 117 123 124 125 126 127 128 130 131 132 133 134 140 141 142 143 144	Pt 204 designated 'T' Pt 205 designated 'U' 89 90 91 92 93 94 95 100 101 104 105 106 107 108 109 112 113 114 115 116 117 118 122 123 124 125 126 127 131 132 133 134 135 139 140 141 142 143

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 Revision 08: 06/05/2019

  
 .....  
 -General Manager / Authorised Officer

Lengths are in Metres

Sheet 4 of 14 Sheets

Plan:

**DP1240733**

Plan of Subdivision of Lots 2183 & 2184  
 DP1230141, Lot 1 DP1225679, Lot 5146  
 DP1200786 and Lot 111 DP1200781  
 covered by Council's Subdivision  
 Certificate No. 18/2019

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
2.	Easement for Access and Maintenance 0.9 wide	145 146 148 149 150 151 152 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 180 181 184 185 188 189 192 193 194 197 198 201 205	144 147 149 150 151 152 153 156 157 158 159 160 161 162 163 164 165 168 169 170 171 172 173 174 175 176 Pt 206 designated 'V' Pt 206 designated 'V' Pt 207 designated 'W' Pt 207 designated 'W' Pt 208 designated 'X' Pt 208 designated 'X' Pt 209 designated 'Y' 192 192 Pt 210 designated 'Z' Pt 210 designated 'Z' 74 86

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 Revision 08: 06/05/2019

  
 -----  
 General Manager / Authorised Officer

Lengths are in Metres

Sheet 5 of 14 Sheets

Plan:

**DP1240733**

Plan of Subdivision of Lots 2183 & 2184  
 DP1230141, Lot 1 DP1225679, Lot 5146  
 DP1200786 and Lot 111 DP1200781  
 covered by Council's Subdivision  
 Certificate No. 18/2019

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
3.	Easement for Padmount Substation (C) 7.5 wide	211	Epsilon Distribution Ministerial Holding Corporation
4.	Restriction on the Use of Land (D)	Pt 211 designated 'D'	Epsilon Distribution Ministerial Holding Corporation
5.	Restriction on the Use of Land (E)	Pt 211 designated 'E'	Epsilon Distribution Ministerial Holding Corporation
6.	Easement for Underground Cables (F) 1 Wide	211	Epsilon Distribution Ministerial Holding Corporation
7.	Restriction on the Use of Land	1-70, 95-98, 105-115, 120-153 and 155-177 inclusive	Campbelltown City Council
8.	Restriction on the Use of Land	19, 72, 75, 88, 178, 182, 186, 190 and 195	Campbelltown City Council
9.	Restriction on the Use of Land	1, 7, 9, 16, 18, 24, 27, 33, 34, 40, 43, 53, 54, 63, 64, 69, 70, 72, 73, 75, 77, 78, 79, 80, 81, 84, 85, 88, 89, 96, 97, 102, 103, 110, 111, 119, 120, 128, 129, 136, 137, 145, 146, 154, 155, 166, 167, 177, 178, 181, 182, 185, 186, 189, 190, 194, 195 and 198.	Campbelltown City Council
10.	Restriction on the Use of Land	199-211	Campbelltown City Council

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 Revision 08: 06/05/2019

  
 .....  
 -General Manager / Authorised Officer

Lengths are in Metres

Sheet 6 of 14 Sheets

Plan:

Plan of Subdivision of Lots 2183 & 2184  
 DP1230141, Lot 1 DP1225679, Lot 5146  
 DP1200786 and Lot 111 DP1200781  
 covered by Council's Subdivision  
 Certificate No. 18/2019

# DP1240733

11.	Restriction on the Use of Land	1, 8, 9, 14, 16, 17, 19, 24, 25, 26, 33, 34, 38, 40, 41, 42, 44, 47, 52, 53, 54, 64, 65, 68, 77, 79, 80, 81, 82, 83, 89, 92, 96, 98, 100, 103, 105, 109, 112, 115, 119, 120, 121, 125, 128, 130, 133, 137, 139, 142, 145, 146, 150, 153, 154, 155, 158, 161, 166, 171, 173, 176, 177, 178, <del>179</del> , 180, 184, 188, 193 and 197.	Campbelltown City Council
12.	Easement to Drain Water Variable Width (L)	211	Campbelltown City Council
13.	Restriction on the Use of Land	1-198	Campbelltown City Council


## Part 1A

	Identity of Easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water Variable Width denoted 'I' in DP1230141	2183 in DP1230141	Campbelltown City Council

## Part 2

Name of Authority empowered to release vary or modify Easements numbered 1 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

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 Revision 08: 06/05/2019

  
 General Manager / Authorised Officer

Lengths are in Metres

Sheet 7 of 14 Sheets

Plan:

**DP1240733**

Plan of Subdivision of Lots 2183 & 2184  
DP1230141, Lot 1 DP1225679, Lot 5146  
DP1200786 and Lot 111 DP1200781  
covered by Council's Subdivision  
Certificate No. 18/2019

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

The owner of the lot benefited may:

- (a) with prior reasonable notice given to the owner of the lot burdened or occupier of a lot burdened use the easement site to assist in undertaking any works on the lot benefited including construction, repair, painting, landscaping and maintenance of any structure belonging to the owner of the lot benefited which cannot otherwise reasonably be carried out; and
- (b) enter onto the lot burdened to inspect and survey any structure on the lot benefited; and
- (c) do anything reasonably necessary for those purposes, including:
  - entering the lot burdened;
  - taking anything on to the lot burdened; and
  - carrying out works within the site of the easement.

In exercising these powers, the owner of the lot benefited must:

- (a) ensure all the work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvements on it;
- (d) restore the lot burdened as nearly as practicable to its former condition; and
- (e) make good any collateral damage.

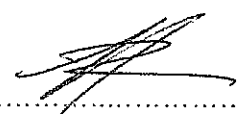
**Name of Authority empowered to release vary or modify Easements  
numbered 2 in the plan is Campbelltown City Council. The cost and  
expense of any release, variation or modification shall be borne by the  
person or corporation requesting same in all respects.**

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

The terms set out in Memorandum No AK104621 registered at Land & Property Information NSW are incorporated into this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

**Name of Authority empowered to release vary or modify easement  
numbered 3 in the plan is Epsilon Distribution Ministerial Holding  
Corporation. The cost and expense of any release, variation or  
modification shall be borne by the person or corporation requesting same  
in all respects.**

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Revision 08: 06/05/2019

  
.....  
-General Manager / Authorised Officer

Lengths are in Metres

Sheet 8 of 14 Sheets

Plan:

**DP1240733**

Plan of Subdivision of Lots 2183 & 2184  
DP1230141, Lot 1 DP1225679, Lot 5146  
DP1200786 and Lot 111 DP1200781  
covered by Council's Subdivision  
Certificate No. 18/2019

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

1. Definitions:

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

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

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

The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

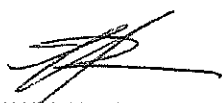
3. Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

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

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

**Name of Authority empowered to release vary or modify restriction  
numbered 4 in the plan is Epsilon Distribution Ministerial Holding  
Corporation. The cost and expense of any release, variation or  
modification shall be borne by the person or corporation requesting same  
in all respects.**

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Revision 08: 06/05/2019

  
.....  
General Manager / Authorised Officer

Lengths are in Metres

Sheet 9 of 14 Sheets

Plan:

**DP1240733**

Plan of Subdivision of Lots 2183 & 2184  
DP1230141, Lot 1 DP1225679, Lot 5146  
DP1200786 and Lot 111 DP1200781  
covered by Council's Subdivision  
Certificate No. 18/2019

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

1. Definitions:

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

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

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

2. Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

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

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


**Name of Authority empowered to release vary or modify restriction numbered 5 in the plan is Epsilon Distribution Ministerial Holding Corporation. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.**

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

The terms set out in Memorandum No AK104616 registered at Land & Property Information NSW are incorporated into this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

**Name of Authority empowered to release vary or modify easement numbered 6 in the plan is Epsilon Distribution Ministerial Holding Corporation. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.**

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Revision 08: 06/05/2019

  
.....  
-General Manager / Authorised Officer

Lengths are in Metres

Sheet 10 of 14 Sheets

Plan:

**DP1240733**

Plan of Subdivision of Lots 2183 & 2184  
DP1230141, Lot 1 DP1225679, Lot 5146  
DP1200786 and Lot 111 DP1200781  
covered by Council's Subdivision  
Certificate No. 18/2019

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

- (a) The lots hereby burdened shall not be used for residential purposes except where the owner of a relevant burdened lot has first satisfied the conditions in clause (b).
- (b) The restriction in clause (a) will not apply in respect of a relevant burdened lot if the owner of the relevant burdened lot has advised the Council that:
  - (i) the land comprising the burdened lot has been filled; and
  - (ii) no building shall be constructed on the burdened lot except where the footing/foundations have been designed by a practising qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities (NATA) and approved by the Council.

**Name of Authority empowered to release vary or modify restriction numbered 7 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.**

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

No building shall be erected or shall be allowed to remain on the lot burdened unless the habitable and non-habitable floor levels are constructed not less than 300mm and 100mm respectively above the adjoining finished ground levels adjacent to those floor areas.

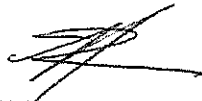
**Name of Authority empowered to release vary or modify the terms of the restriction numbered 8 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.**

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

No trees, landscaping or structures in excess of 1 metre high or that projected to grow in excess of 1 metre high shall be permitted in the front yard corner area of the lots hereby burdened, to ensure the driver sight lines are not obscured and garbage collection procedures are not hindered.

**Name of Authority empowered to release vary or modify restriction numbered 9 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.**

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Revision 08: 06/05/2019

  
.....  
-General Manager / Authorised Officer

Lengths are in Metres

Sheet 11 of 14 Sheets

Plan:

**DP1240733**

Plan of Subdivision of Lots 2183 & 2184  
DP1230141, Lot 1 DP1225679, Lot 5146  
DP1200786 and Lot 111 DP1200781  
covered by Council's Subdivision  
Certificate No. 18/2019

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

No further development of the Lot Burdened is to take place unless it is approved by Development Consent. Such approval is likely to require, but not be restricted to, the construction of services, the provision of a Section 73 Certificate from Sydney Water and the provision of a Notification of Arrangement from Endeavour Energy.

**Name of Authority empowered to release vary or modify restriction  
numbered 10 in the plan is Campbelltown City Council. The cost and  
expense of any release, variation or modification shall be borne by the  
person or corporation requesting same in all respects.**

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

Direct vehicular access to and/or from the Lot hereby burdened is prohibited across the boundary zone denoted "M" – "N".

**Name of Authority empowered to release vary or modify the terms of the  
restriction numbered 11 in the plan is Campbelltown City Council. The  
cost and expense of any release, variation or modification shall be borne  
by the person or corporation requesting same in all respects.**

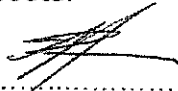
**Name of Authority empowered to release vary or modify Easements  
numbered 12 in the plan is Campbelltown City Council. The cost and  
expense of any release, variation or modification shall be borne by the  
person or corporation requesting same in all respects.**

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

No development shall be carried out on the lot hereby burdened unless in accordance with:  
a) the specified Building Envelope Plan held on Campbelltown City Council file of 1281/2017/DA-SW determined in accordance with Edmondson Park South Development Control Plan November 2012; or  
b) the building envelope determined in accordance with State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**Name of Authority empowered to release vary or modify the terms of the  
restriction numbered 13 in the plan is Campbelltown City Council. The  
cost and expense of any release, variation or modification shall be borne  
by the person or corporation requesting same in all respects.**

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Revision 08: 06/05/2019

  
.....  
General Manager / Authorised Officer

Lengths are in Metres

Sheet 12 of 14 Sheets

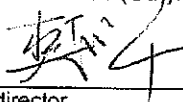
Plan:

**DP1240733**

Plan of Subdivision of Lots 2183 & 2184  
DP1230141, Lot 1 DP1225679, Lot 5146  
DP1200786 and Lot 111 DP1200781  
covered by Council's Subdivision  
Certificate No. 18/2019

**Execution:**

Executed by Dahua Group Sydney Project 1  
Pty Ltd in accordance with section 127 of the  
Corporations Act 2001 (Cth):



Signature of director

Ye Fan

Full name of director



Signature of company secretary/director

Yu Xing Li

Full name of company secretary/director

Signed for and on behalf of Australia and New  
Zealand Banking Group Limited by its

attorney under a power of attorney

dated 18 NOVEMBER 2007 registered in NSW

Book 4376 No. 410 in the presence of:



Signature of witness

PETER KIM

Full name of witness

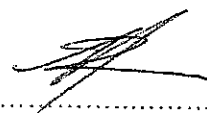


Signature of attorney who declares that the attorney  
has not received any notice of the revocation of the  
power of attorney

STEVE TOKIC

Full name of attorney

APPROVED BY CAMPBELLTOWN CITY COUNCIL  
Revision 08: 06/05/2019



.....  
General Manager/ Authorised Officer

Lengths are in Metres

Sheet 13 of 14 Sheets

Plan:


**DP1240733**

Plan of Subdivision of Lots 2183 & 2184  
DP1230141, Lot 1 DP1225679, Lot 5146  
DP1200786 and Lot 111 DP1200781  
covered by Council's Subdivision  
Certificate No. 18\2019

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

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

Signature of witness:

  
\_\_\_\_\_

Name of witness:

LOREN VINCENT

Address of witness:

c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148

Signature of attorney:

  
\_\_\_\_\_

Name and position of attorney:

~~Helen Smith~~ SIMON LANTON  
~~Manager Property & Fleet~~ STRATEGIC PROPERTY  
MANAGER

Power of attorney:

Book ~~4734 No 883~~ SWJ  
4754 No 482

Signing on behalf of:

Endeavour Energy Network Asset  
Partnership ABN 30 586 412 717

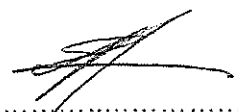
Endeavour Energy reference:

URS20842

Date of signature:

7-2-2019

APPROVED BY CAMPBELLTOWN CITY COUNCIL  
Revision 08: 06/05/2019

  
.....  
General Manager / Authorised Officer

Lengths are in Metres

Sheet 14 of 14 Sheets

Plan:

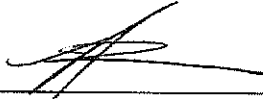
**DP1240733**

Plan of Subdivision of Lots 2183 & 2184  
DP1230141, Lot 1 DP1225679, Lot 5146  
DP1200786 and Lot 111 DP1200781  
covered by Council's Subdivision  
Certificate No. 18/2019

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

Fletcher Rayner

\_\_\_\_\_  
Name of Delegate

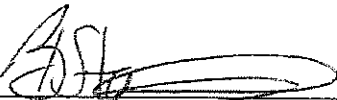


\_\_\_\_\_  
Signature of Delegate

10/5/19  
\_\_\_\_\_  
Date of Signature

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

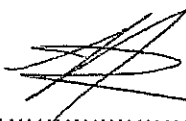
Belinda Stapleton  
\_\_\_\_\_  
Name of Witness

  
\_\_\_\_\_  
Signature of Witness

10/5/19  
\_\_\_\_\_  
Date of Signature

91 Queen Street, Campbelltown  
\_\_\_\_\_  
Address of Witness

APPROVED BY CAMPBELLTOWN CITY COUNCIL  
Revision 08: 06/05/2019

  
\_\_\_\_\_  
General Manager / Authorised Officer

REGISTERED  29.05.2019

FEB 9 10 27 AM 1942

D105362 ✓

216

*T. F. 10. 26*

CONVEYANCING ACT 1919-1939.

REAL PROPERTY ACT 1900.

NOTICE OF ACQUISITION OF LAND SUBJECT TO THE PROVISIONS OF THE REAL PROPERTY ACT 1900.

**D**

I, SIR GEORGE SHAW KNOWLES, Solicitor-General of the Commonwealth of Australia, DO HEREBY CERTIFY that the copy Gazette Notification hereunto annexed is a true copy of the Gazette Notification contained in the Commonwealth of Australia Gazette No. 247 dated the 4th day of December 1941 declaring that the land therein described, being the land mentioned in the Schedule hereunder written, has been acquired by The Commonwealth of Australia AND I REQUEST that you will deal with and give effect to the said Notification in the manner provided in the Real Property Act 1900 AND I HEREBY FURTHER CERTIFY that this instrument is correct for the purposes of the Real Property Act 1900.

*As appurtenant to land in Reading C 955503*

SCHEDULE.

<u>Lots</u>	<u>County</u>	<u>Parish</u>	<u>Part or Whole</u>	<u>Volume</u>	<u>Folio</u>
27 (part)	Cumberland	Minto	Part	5147	246 ✓
28 (part)	Cumberland	Minto	Part	2839	126 ✓
29 (part)	Cumberland	Minto	Part	834	45 ✓
A (part)	Cumberland	Minto	Part	4888	117 ✓
B (part)	Cumberland	Minto	Part	4888	112 ✓

DATED the *second* day of *February* 1942.

SIGNED in my presence by SIR GEORGE SHAW KNOWLES, the Solicitor-General of the Commonwealth, for and on behalf of the Commonwealth of Australia, who is personally known to me:

*George Knowles*  
Solicitor-General.

*L. G. Thomson*  
Acting for Secretary, Attorney-General's Department.

SEE FURTHER PLAN REFILED IN PLAN ROOM AS FP430641

D105362 ✓


Notice of Acquisition of Easement  
over part of lots A+ B in plan  
amended to L.P. C 587 576  
(part of Pa. 15 PL)  
& part of lots 27, 28 & 29 of 1429  
Third Merger  
pt. 16 into to Cumberland

The Commonwealth Crown  
Solicitor 100 Pitt Street  
Sydney

36 The Commonwealth of Australia

Particulars Entered in  
Register Book. Vol. 834  
Vol. 450 Vol. 2839 Fol 126  
Vol. 4888 Fols. 1120. 117.  
Vol. 5147. Fol 246.  
The 29<sup>th</sup> day of May 1942  
at 12 o'clock noon

*[Handwritten signature]*

*[Handwritten signature]*  


Registrar-General

INDEXED  
JUL 1942  
BY *[initials]*  
CHECKED BY *[initials]*

*[Vertical handwritten notes]*

K386863 Release  
xc 1202/123

D

D105362

[Extract from Commonwealth of Australia Gazette, No. 247, dated 4th December, 1941.]

**SEE FURTHER PLAN  
 REFILED IN PLAN ROOM  
 AS FP 430641**

The Lands Acquisition Act 1908-1936.

**NOTIFICATION OF THE ACQUISITION OF AN  
 EASEMENT BY THE COMMONWEALTH.**

It is hereby notified and declared by His Excellency the Governor-General acting with the advice of the Federal Executive Council that the right for the Commonwealth its heirs and assigns and the owners and occupiers for the time being of the land acquired by the Commonwealth by notification published in Commonwealth of Australia Gazette No. 92 dated 23rd May, 1940, and as appurtenant thereto to pass and conduct water by means of such line or lines of pipes as it may consider desirable or expedient through, under, along and upon the land described in the schedule hereunder together with the right at all times to enter into or upon the said land described hereunder by its workmen, servants or others for the purpose of excavating, constructing, laying, cleansing, amending or repairing such line or lines of pipes has been acquired by the Commonwealth under the Lands Acquisition Act 1908-1936 for the following public purpose, namely: Defence purposes at Ingleburn, New South Wales.— (C.L.7760.)

Dated this nineteenth day of November, One thousand nine hundred and forty-one.

**GOWRIE**  
 Governor-General.

By His Excellency's Command,

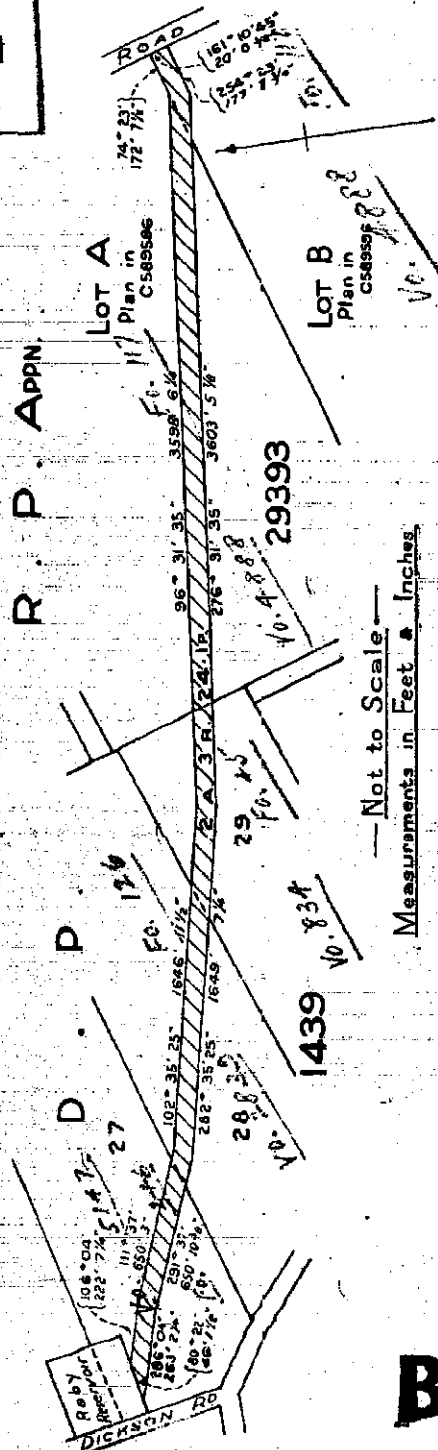
**J. S. COLLINGS**  
 Minister of State for the Interior.

**DESCRIPTION OF LAND REFERRED TO.**

All that piece of land containing an area of 2 acres 2 roods 24.1 perches more or less being parts of Lots 27, 28 and 29 on Deposited Plan No. 1435 and parts of Lots A and B on Plan in C.589596, Parish of Minto, County of Cumberland, State of New South Wales, as shown hatched on plan hereunder: Commencing at the easternmost corner of Lot A on Plan in C.589596 and bounded thence by part of the south-western side of a road 96 feet wide bearing 101 degrees 10 minutes 45 seconds 20 feet and thence of an inch, thence by lines bearing—

254 degrees 23 minutes 17.7 feet 7 1/2 inches			
276	31	25 seconds	3,003 feet 5 1/2 inches
282	35	"	1,649 "
291	37	0 "	600 "
286	04	0 "	263 "
80	22	0 "	40 "
106	04	0 "	222 "
111	37	0 "	650 "
102	35	25 "	1,645 "
96	31	35 "	5,598 "
and 74	23	0 "	172 "

to the point of commencement.



By Authority: L. F. JONKATON, Commonwealth Government Printer, Canberra.

This is the copy Gazette Notification referred to in the annexed Certificate.

*G. J. Gould*  
 Solicitor-General.

AMENDMENTS AND/OR ADDITIONS NOTED ON PLAN IN REGISTRAR GENERAL'S OFFICE.

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 15th day of May, 1950



Field Book F6225

D105362  
 Shire of Nepean

FP430641

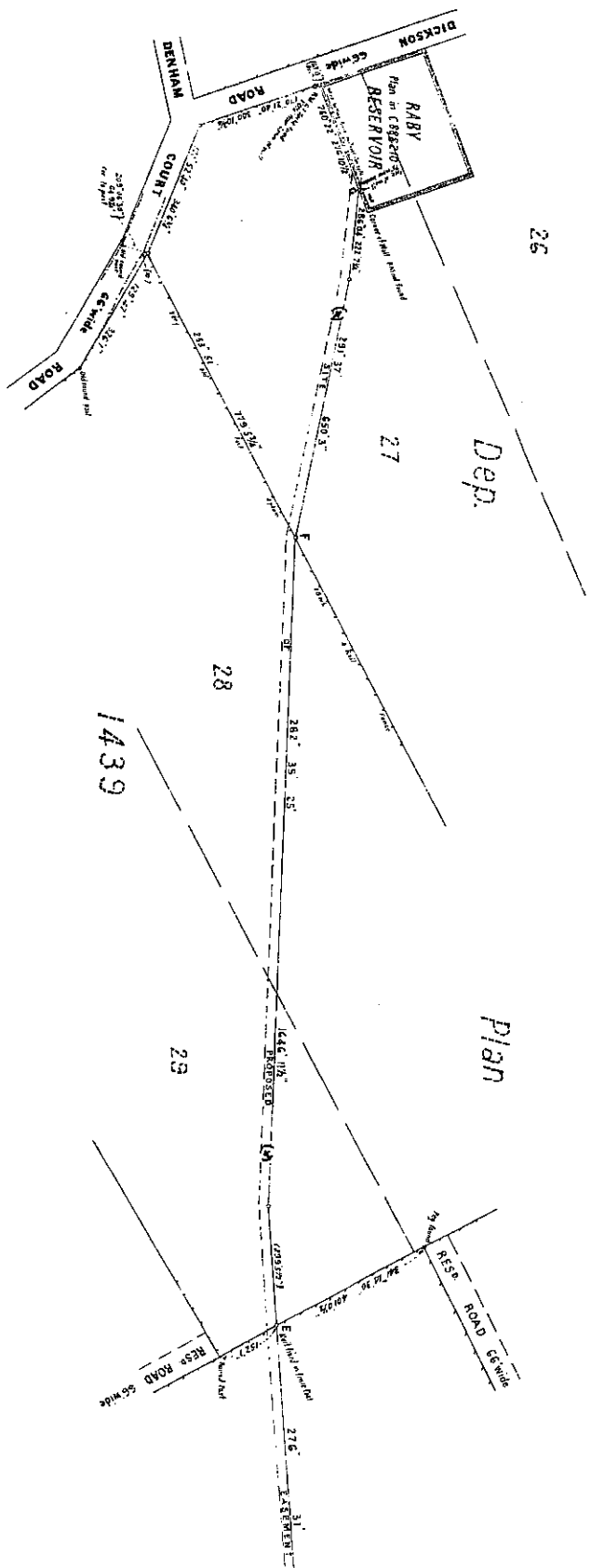
Accepted for Easement Purposes only

FP430641

of site of proposed Easement through lots 27, 28, & 29, D.P. 1439  
 Parish of Minto  
 County of

Scale 200 feet to an inch

PLAN



FEET	INCHES	METERS
32299	3 3/4	9844.754
3598	6 1/4	1092.824
529	3 3/4	1005.554
250	7 1/4	192
1046	11 1/2	350.993
779	5 3/4	237.585
660	3	201.164
650	3	198.196
474	2	144.526
401	0 1/2	122.238
341	3/4	103.937
340	6 3/4	103.809
326	1	99.305
309	19 3/4	91.713
299	5 1/2	91.271
291	4 3/8	88.804
276	10 1/2	84.592
272	7 1/2	83.095
254	7	77.411
222	7 1/4	67.850
200	0	60.960
186	3 9/8	56.705
172	7 3/4	52.622
152	1	46.305
66	0	20.111
64	9 1/4	19.742
20	0	6.095
11	1 1/2	3.645
8	1 1/2	2.435
2	6 1/2	0.770
1	1	0.305
1	8	0.497
1	10	0.305
9	1	0.229

Subscribed and declared before me at Sydney  
 this 9th day of September A.D. 1941

*[Signature]*

J.P.

1. These should be a simple registered with the office (a) that all above errors (b) that all survey marks and boundaries are correctly shown and are correctly registered in the office with the Survey on the 15th August 1941, and (c) that all above errors are in the plan of the premises of the

CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS



RP 13A



SOUTH WALES

P2902358

OFFICE USE ONLY

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

A/E
\$18-00.

This form is for use where the short form of transfer is available.

Typewriting and handwriting should be clear, legible and in permanent black non-erasing ink. No alterations should be made by erasure; the words rejected must be ruled through and verified by signature or initials in the margin.

(a) Full name, address and occupation of transferor.

(a)

THE COMMONWEALTH OF AUSTRALIA

hereinafter referred to as the TRANSFEROR

(b) If a less estate is to be transferred in fee simple and add appropriate covenants.

being registered proprietor of an estate in fee simple<sup>(b)</sup>

in the land hereinafter described, subject to the following encumbrances and interests

(c) A short note will suffice. If an encumbrance is not yet registered and is not sufficient for identification must be described.

(c)

Exception of road

in consideration of THIRTY NINE THOUSAND FOUR HUNDRED DOLLARS (\$39,400.00)

(d) Insert appropriate words. If desired, this space may be used in the case of a transfer by direction.

(the receipt whereof is hereby acknowledged), paid to the transferor by<sup>(d)</sup> The Commissioner for Main Roads

hereby transfers to

(e) Full name, address and occupation of transferee. If more than one transferee state whether joint tenants or tenants in common. Unless otherwise stated tenants in common will be presumed to hold in equal shares.

(e)

THE COMMISSIONER FOR MAIN ROADS of 309 Castlereagh Street, Sydney

hereinafter referred to as the TRANSFEREE

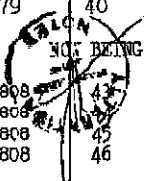
an estate in fee simple<sup>(b)</sup>

in the land described in the following schedule

(f) Insert lot and plan number, section, etc. See also sections 327 and 327A, Local Government Act, 1919.

Reference to title		Whole or Part	Description of land if part only <sup>(f)</sup>	County	Parish
Volume	Folio				
5379	40	PART	being Lots 4, 5, 6 and 7 in Deposited Plan 246213	CUMBERLAND	WINTO
12808	43	WHOLE			
12808	44				
12808	45				
12808	46				

*L*



Here insert any easements, restrictive covenants or exceptions intended to be included. Easements and restrictive covenants must comply with section 109 of the Conveyancing Act, 1919. If the space provided is insufficient, additional sheets of the same size and quality of paper as this form should be used. A binding margin of 14 inches and other margins of not less than 4 inches should be preserved. Each additional sheet must be signed by the parties and the attending witnesses.

AND THE TRANSFEROR COVENANTS WITH THE TRANSFEREE for the benefit of the land hereby transferred (hereinafter called "the dominant tenement") and at the request of the Transferee (in this covenant called "the Commissioner") with the Councils of the Cities of Liverpool and Campbelltown so as to bind and burden Lots 1, 2 and 3 in Deposited Plan 246213 (hereinafter called "the servient tenement") that notwithstanding the provisions of the Local Government Act, 1919 -

(1) The servient tenement will not nor will any part thereof at any time hereafter be used as a means of access or route to or from any part of the dominant tenement or to or from any part of the road constructed or to be constructed over the dominant tenement without the prior consent in writing of the Commissioner or (where the dominant tenement is no longer vested in the Commissioner) of the said Councils (which consent may at any time be revoked by the Commissioner or the said Councils as the case may be in his or their absolute discretion).

(2) No means of access or route to or from any part of the dominant tenement or to or from the road constructed or to be constructed over the dominant tenement will at any time hereafter (without such consent as aforesaid being first had and obtained which consent may be revoked as aforesaid) be constructed formed or laid out in over or upon the servient tenement or any part thereof and any means of access or route must be forthwith closed upon the Commissioner or the said Councils (as the case may be) revoking his or their consent as aforesaid.

PROVIDED FURTHER AND IT IS HEREBY AGREED AND DECLARED -

(a) that the restrictions arising under the foregoing covenants shall continue in force upon the dominant tenement or any part thereof being proclaimed to be a motorway in pursuance of the provisions of Part VAA of the Main Roads Act, 1924 but in the event of the dominant tenement thereafter ceasing to be a motorway within the meaning of the said Part VAA then the restrictions arising under the foregoing covenants shall cease to have any force or effect.

(b) that the Transferor shall at the request and cost of the Commissioner or (where the dominant tenement is no longer vested in the Commissioner) of the said Councils execute and do all such further instruments assurances and things for further or more perfectly assuring unto the Commissioner or the said Councils (as the case may require) the benefit of the foregoing covenants as by the Commissioner or the said Councils (as the case may be) shall be reasonably required and any transfer of the whole or any part of the servient tenement will be made subject to the foregoing covenants.

(c) that nothing herein contained shall prevent the Transferor from enjoying free right of access across those parts of Aero Road passing through Lots 2 and 3 in D.P. No. 246213.

Dated at Sydney this 7th day of September 1976

- (b) Further proof of execution will not normally be required if signed or acknowledged before any of the following persons, not being a party to the dealing, to whom the transferor is known:
  - Where executed in New South Wales - bank manager, barrister, clerk of petty sessions, commissioned officer in the Defence Force of the Commonwealth of Australia, Commissioner for taking affidavits, headmaster of a school, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, medical practitioner, member of parliament of the Commonwealth or of a State, member of the police force of the Commonwealth or of a State or a Territory, minister of religion, notary public, postmaster, solicitor, town or shire clerk or other executive officer administering local government.
  - Where executed in any part of Australia or its Territories or in any part of the British Commonwealth - any of the persons referred to above, and in addition, an Australian or British Consul or consular officer exercising his functions in the part, Government Registrar of Titles of the part.
  - Where executed in foreign countries - Australian or British Consul or consular officer exercising his functions in the part, Commissioner for taking affidavits, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, officer in charge of a police station, notary public, town or shire clerk or other executive officer administering local government.
- (c) Repeat attestation clause etc., if necessary.
- (d) Section 117 Real Property Act, 1900, requires that this certificate be signed by the transferor or, when his signature cannot be obtained without difficulty and delay, by his solicitor or co-venturer by his own name, which should be typewritten or printed before his signature, and not over of this line. Any person falsely or negligently certifying is liable to the penalties provided by section 117.
- (e) May be witnessed by any responsible person not being a party to this dealing.

for and on behalf of THE COMMONWEALTH  
(b) Signed in my presence by the transferor who is personally known to me OF AUSTRALIA by a person holding or performing the duties of the office of Assistant Deputy Crown

Signature of witness  
Solicitor, New South Wales, in the presence of -

Name of witness (BLOCK LETTERS)

J. Curran

Qualification of witness

(c) an Officer of the Attorney General's Department

J. Curran  
Transferor

Signed by HARRY ADAMS  
(b) Signed in my presence by the transferor who is personally known to me as Chief Legal Officer, Department of Main Roads in the presence of:

Signature of witness

D. J. Adams  
Name of witness (BLOCK LETTERS)

309 Castlereagh St, Sydney  
Address of witness

Accepted and certified correct for the purposes of the Real Property Act, 1900.

Abraham  
Transferor

P902358  
 DEPARTMENTAL USE ONLY

TRANSFER

*Transfers Coverant 12808-40-42*

Checked REGISTERED  
*52 RB*

Passed *8, 12-1976*

Signed *Jordan*  
 Registrar General

TO BE COMPLETED BY LODGING PARTY

Lodged by Department of Main Roads  
 Address: 309 Castlereagh Street, Sydney  
 Phone No: 20933 Ext. 632  
 Papers: L 85/250 15 RR:JH Documents lodged herewith

1. *CT Vol 12808 Fol 43*  
 2. *12808 - 44*  
 3. *12808 - 45*  
 4. *12808 - 46*  
 5. *30/1/1976*  
 Dept. Crown

Received Documents *1-4* Receiving Clerk *g*

*12/10*  
*7*

AUTHORITY FOR USE OF INSTRUMENT OF TITLE<sup>(a)</sup>

Authority is hereby given for the use of \_\_\_\_\_ lodged  
 (Insert reference to certificates, grants or dealings)  
 in connection with \_\_\_\_\_ for the  
 (Insert number of plan or dealings)  
 registration of this dealing and for delivery to \_\_\_\_\_

(BLOCK LETTERS)

Signature \_\_\_\_\_  
 Name (BLOCK LETTERS) \_\_\_\_\_

(a) Unless the instrument of title has been lodged by the person lodging the dealing, or its use has been authorized previously, the authority must be furnished by the person otherwise entitled to delivery of the certificate of title, grant etc.

MEMORANDUM AS TO NON-REVOCAION OF POWER OF ATTORNEY  
 (To be signed at the time of executing the within dealing)

The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_  
 Miscellaneous Register under the authority of which he has just executed the within dealing.

Signed at \_\_\_\_\_  
 the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signature of attorney \_\_\_\_\_  
 Signature of witness \_\_\_\_\_

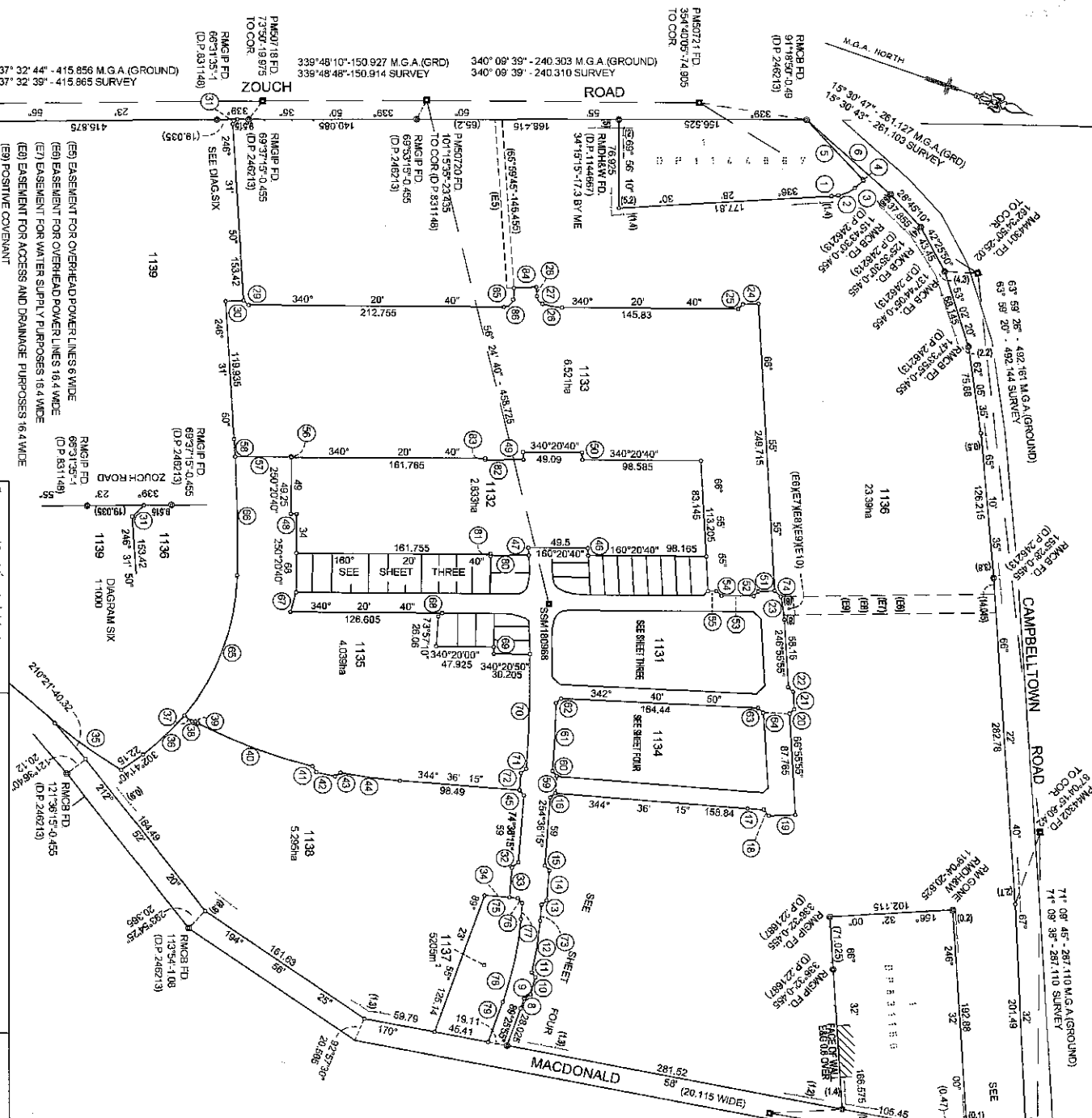
CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS<sup>(a)</sup>

I certify that \_\_\_\_\_  
 the attesting witness to this dealing, appeared before me at \_\_\_\_\_  
 the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 and declared that he personally knew \_\_\_\_\_  
 \_\_\_\_\_  
 the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said \_\_\_\_\_  
 \_\_\_\_\_  
 is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.

Signature \_\_\_\_\_  
 Name (BLOCK LETTERS) \_\_\_\_\_  
 Qualification \_\_\_\_\_

(a) Not required where dealing attested in accordance with note (b); in other cases to be signed by one of the persons referred to in note (b).

*LD*  
  
**P.D.**



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	334°37'20"	5.52	15.445	25.06	44	347°51'35"	49.18	49.205	433
2	314°20'30"	15.21	15.445	25.06	45	23°36'15"	5.655	15.095	1500
3	288°33'30"	9.845	15.445	25.06	46	246°55'55"	8.26	15.095	1500
4	213°56'00"	1.275	15.445	25.06	47	68°55'55"	8.51	15.095	1500
5	207°42'30"	89.888	15.445	25.06	48	340°20'40"	4.75	15.095	1500
6	27°41'50"	95.26	15.445	25.06	49	65°56'15"	6.55	15.095	1500
7	119°15'50"	7.175	15.445	25.06	50	68°55'55"	6.28	15.095	1500
8	287°59'55"	15.57	15.445	25.06	51	158°05'25"	13.505	15.095	1500
9	306°24'00"	6.2	15.445	25.06	52	113°38'15"	5.485	15.095	1500
10	264°25'55"	15.225	15.445	25.06	53	160°20'40"	2.05	15.095	1500
11	213°37'50"	5.245	15.445	25.06	54	203°38'15"	5.825	15.095	1500
12	282°26'45"	4.171	15.445	25.06	55	160°20'40"	7.01	15.095	1500
13	289°36'15"	5.655	15.445	25.06	56	179°20'40"	0.25	15.095	1500
14	254°36'15"	26	15.445	25.06	57	340°20'40"	46.785	15.095	1500
15	289°36'15"	5.655	15.445	25.06	58	246°48'50"	15.095	15.095	1500
16	288°36'15"	5.655	15.445	25.06	59	248°06'15"	15.095	15.095	1500
17	343°42'00"	13.655	15.445	25.06	60	209°40'10"	5.65	15.095	1500
18	30°57'25"	6.775	15.445	25.06	61	252°57'40"	59.035	15.095	1500
19	157°51'55"	5.435	15.445	25.06	62	296°58'05"	5.585	15.095	1500
20	284°09'20"	5.435	15.445	25.06	63	34°49'25"	5.585	15.095	1500
21	246°55'55"	15.045	15.445	25.06	64	341°39'10"	22.095	15.095	1500
22	204°41'00"	5.875	15.445	25.06	65	269°54'40"	129.37	15.095	1500
23	241°20'40"	20.575	15.445	25.06	66	248°04'20"	103.99	15.095	1500
24	156°55'55"	13.5	15.445	25.06	67	85°20'25"	17.8	15.095	1500
25	113°38'15"	5.485	15.445	25.06	68	117°03'55"	4.37	15.095	1500
26	351°15'20"	17.075	15.445	25.06	69	70°20'40"	6.995	15.095	1500
27	343°32'55"	8.035	15.445	25.06	70	71°45'15"	98.47	15.095	1500
28	68°55'55"	8.38	15.445	25.06	71	119°34'40"	5.675	15.095	1500
29	232°40'00"	5.845	15.445	25.06	72	81°02'05"	15.095	15.095	1500
30	156°31'50"	15	15.445	25.06	73	254°38'15"	17.425	15.095	1500
31	282°57'50"	5.515	15.445	25.06	74	203°04'40"	7.21	15.095	1500
32	119°36'15"	5.655	15.445	25.06	75	164°38'15"	26.8	15.095	1500
33	74°36'15"	26	15.445	25.06	76	29°36'15"	5.655	15.095	1500
34	164°38'15"	20.3	15.445	25.06	77	74°36'15"	17.425	15.095	1500
35	161°04'45"	98.375	15.445	25.06	78	82°31'05"	75.435	15.095	1500
36	285°44'15"	48.445	15.445	25.06	79	89°25'55"	30.855	15.095	1500
37	18°46'55"	7.91	15.445	25.06	80	160°20'40"	32.055	15.095	1500
38	344°56'45"	2.975	15.445	25.06	81	250°40'50"	0.25	15.095	1500
39	14°55'55"	2.755	15.445	25.06	82	160°20'40"	31.855	15.095	1500
40	1°42'20"	102.18	15.445	25.06	83	250°20'40"	0.29	15.095	1500
41	38°42'30"	5.885	15.445	25.06	84	358°55'55"	19	15.095	1500
42	352°46'30"	17.025	15.445	25.06	85	253°17'25"	10.3	15.095	1500
43	305°29'00"	5.56	15.445	25.06	86	259°59'45"	10.36	15.095	1500

Surveyor: DA VINCENTI METERS  
 4/47152841 emails: info@vincenzi.com.au  
 Date of Survey: 7th December, 2012  
 Surveyor's Reference: 171571C

PLAN OF SUBDIVISION OF  
 LOT 1 DP881148, LOT 1 DP631148  
 LOT 2 DP1144667 & LOT 3 DP246213

LCA: CAMPBELLTOWN  
 Locality: BARDA  
 Subdivision No.: 1 of 2013  
 Lengths are in metres. Reduction Ratio 1:2500

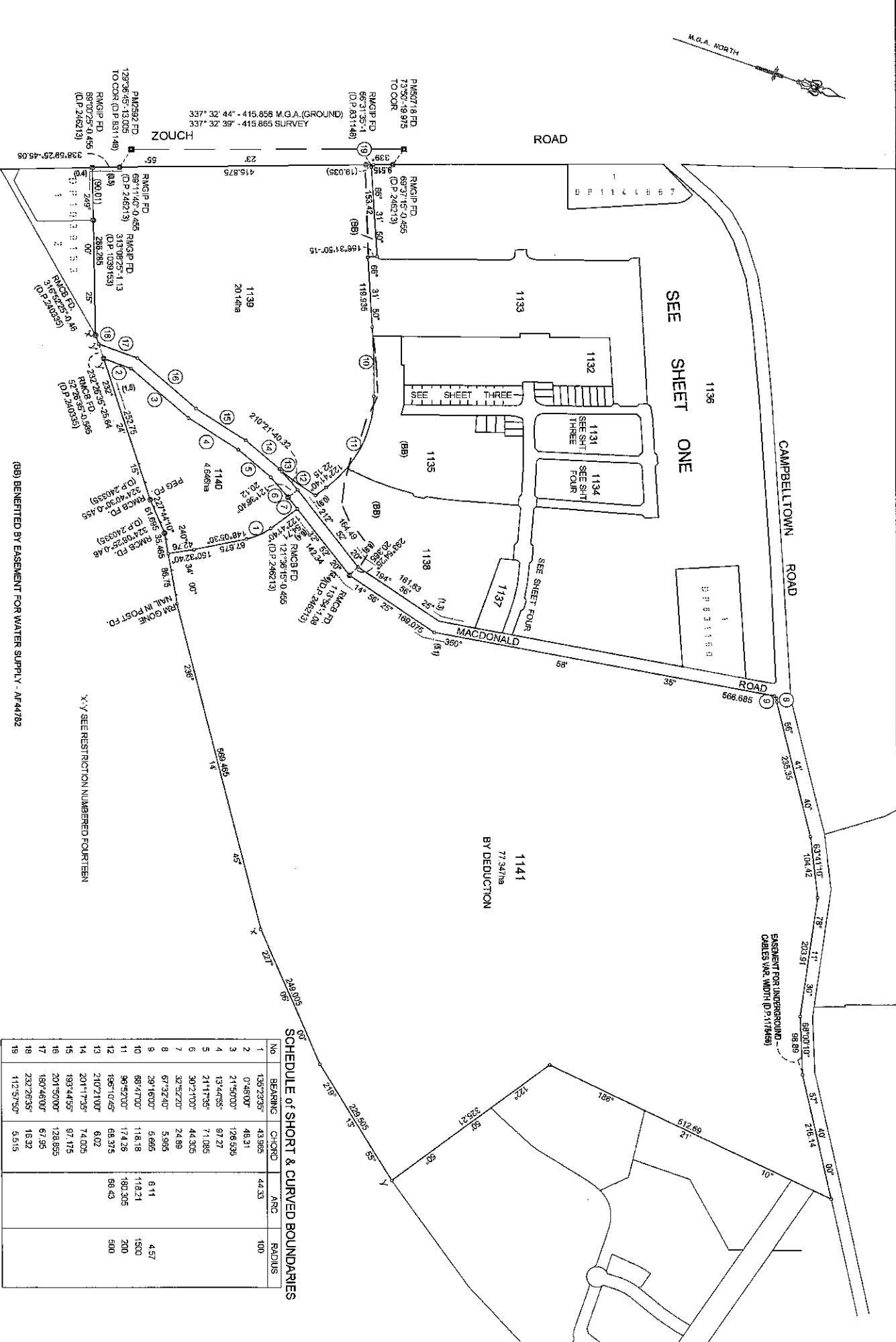
Registered:  
 13.3.2013

D.P. 1175991

STAGE 1A

SEE SHEET TWO

- (E5) EASEMENT FOR OVERHEAD POWER LINES 6.4M WIDE
- (E6) EASEMENT FOR OVERHEAD POWER LINES 16.4M WIDE
- (E7) EASEMENT FOR WATER SUPPLY PURPOSES 16.4M WIDE
- (E8) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES 16.4M WIDE
- (E9) POSITIVE COVENANT
- (E10) EASEMENT FOR UNDERGROUND CABLES 16.4M WIDE



(BB) BENEFITTED BY EASEMENT FOR WATER SUPPLY - A/F44782

X-Y SEE RESTRICTION NUMBERED FOURTEEN

SCHEDULE of SHORT & CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
1	135°23'35"	43.985	44.33	100
2	0°48'00"	48.31		
3	21°50'00"	128.595		
4	13°44'55"	97.27		
5	21°17'35"	71.085		
6	30°21'00"	44.305		
7	32°52'20"	24.88		
8	67°32'40"	5.985		
9	28°16'00"	5.665	6.11	4.57
10	68°47'00"	118.18	118.21	1800
11	96°53'00"	174.26	180.305	200
12	210°7'10"	6.02	98.43	900
13	195°10'45"	68.375		
14	201°17'35"	74.005		
15	193°44'55"	97.175		
16	201°50'00"	128.855		
17	180°46'00"	67.95		
18	232°29'35"	18.32		
19	112°57'50"	5.515		

Surveyor: DINA VLADICAT MIJOS  
 VILAGE MORTGAGE SURVEYORS  
 Pk 47218281 email: info@vmsurveyors.com.au  
 Date of Survey: 29 December 2012  
 Surveyor's Reference: 17157-1C

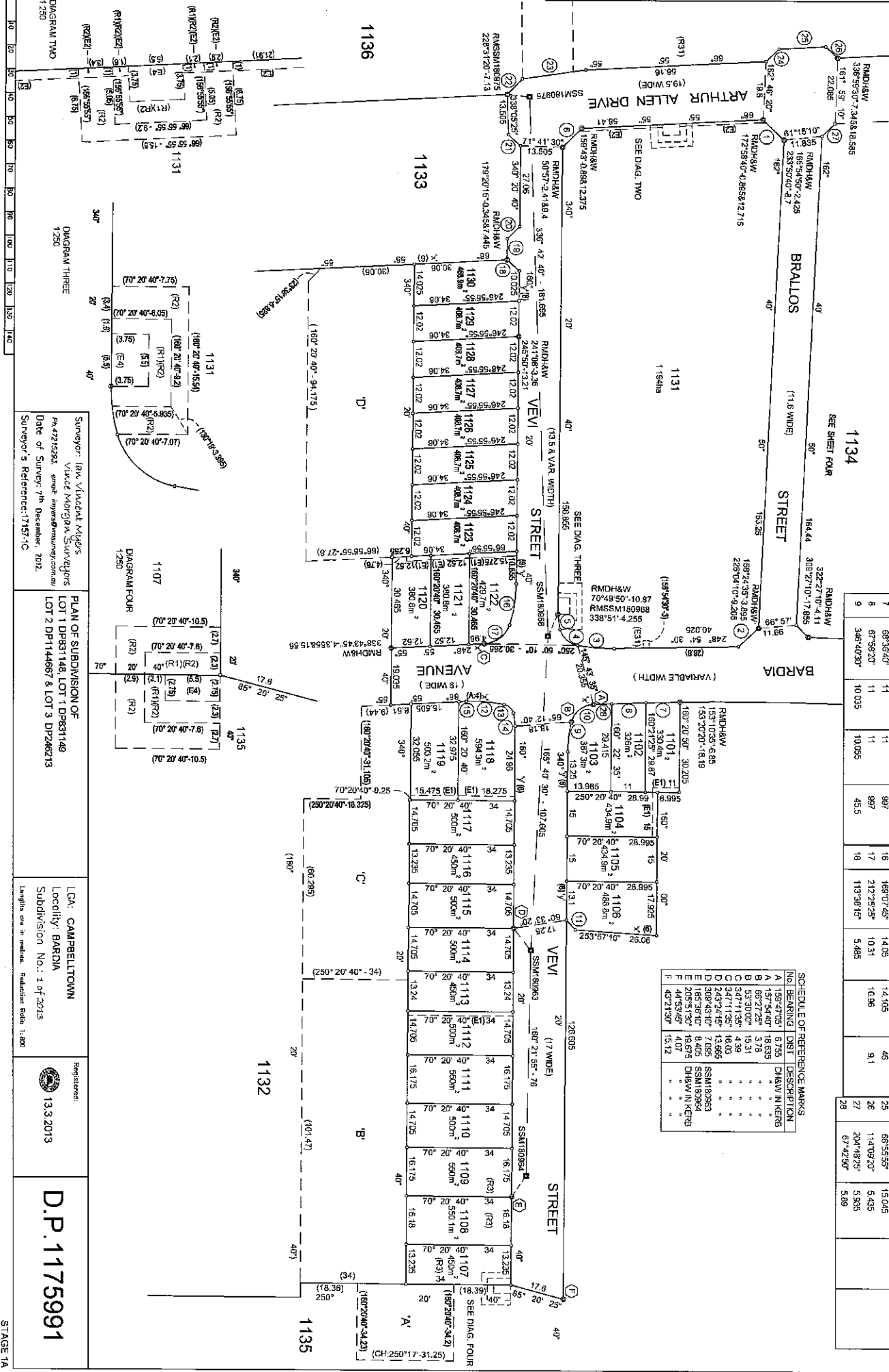
PLAN OF SUBDIVISION OF  
 LOT 1 DP831148, LOT 1 DP831148  
 LOT 2 DP1144687 & LOT 3 DP246213

LGA: CAMPBELLTOWN  
 Locality: BARBIA  
 Subdivision No.: 1 of 2013  
 Lengths are in metres. Reduction Ratio 1:4000

Registered:  
 13.3.2013

D.P. 1175991

- (E1) EASEMENT TO DRAIN WATER 1.5 WIDE
- A-B-C-D-BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE (E1)
- (E2) EASEMENT FOR UNDERGROUND CABLES 1 WIDE
- (E3) EASEMENT FOR UNDERGROUND CABLES & STREET LIGHTING EQUIPMENT 2 WIDE
- (E4) EASEMENT FOR PALMOUNT SUBSTATION 2.75 & 3.75 WIDE
- (R1) RESTRICTION ON THE USE OF LAND
- (R2) RESTRICTION ON THE USE OF LAND
- X-Y-SEE RESTRICTION NUMBERED FOURTEEN



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	114°48'25"	10.315			10	30°09'15"	9.818	7.6		19	340°20'40"	7.01		
2	205°2'13"	9.7			11	297°09'55"	4.37			20	23°38'45"	5.825		
3	254°33'35"	11.665			12	74°32'35"	12.315			21	283°39'15"	5.485		
4	283°08'55"	7.905			13	113°32'55"	4.185			22	203°04'40"	7.21		
5	332°39'05"	5.085			14	152°38'35"	4.42			23	241°20'40"	20.575		
6	23°39'20"	8.915			15	65°55'55"	2.385			24	241°10'0"	5.875		
7	65°35'40"	11			16	160°07'45"	14.05			25	65°55'55"	15.045		
8	67°58'20"	11			17	212°25'25"	10.31			26	114°09'20"	5.435		
9	346°40'30"	10.035			18	113°38'15"	5.485			27	204°48'25"	5.935		
					19	14°05'	10.96			28	67°42'30"	5.89		
					20	113°38'15"	5.485							

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DIST	DESCRIPTION
A	158°47'05"	6.735	DRAWN IN KERB
B	157°54'40"	18.635	"
C	66°27'25"	3.78	"
D	53°30'00"	15.31	"
E	54°7'13.5"	4.38	"
F	347°1'35"	16.03	"
G	245°24'15"	13.685	SSM180953
H	308°43'10"	7.095	SSM180953
I	185°38'10"	8.425	SSM180954
J	205°32'45"	18.675	DRAWN IN KERB
K	43°21'30"	15.12	"

Surveyor: BIA VICIATA MUIERS  
 VicRoads Victoria Surveyors  
 Pn:42215293, email: info@vicroadsurveyors.com.au  
 Date of Survey: 7th December, 2012  
 Surveyor's Reference: 17157-1C

PLAN OF SUBDIVISION OF  
 LOT 1 DP893148, LOT 1 DP893149  
 LOT 2 DP1144667 & LOT 3 DP246273

LGA: CAMPBELLTOWN  
 Locality: BARDIA  
 Subdivision No.: 1 of 2013

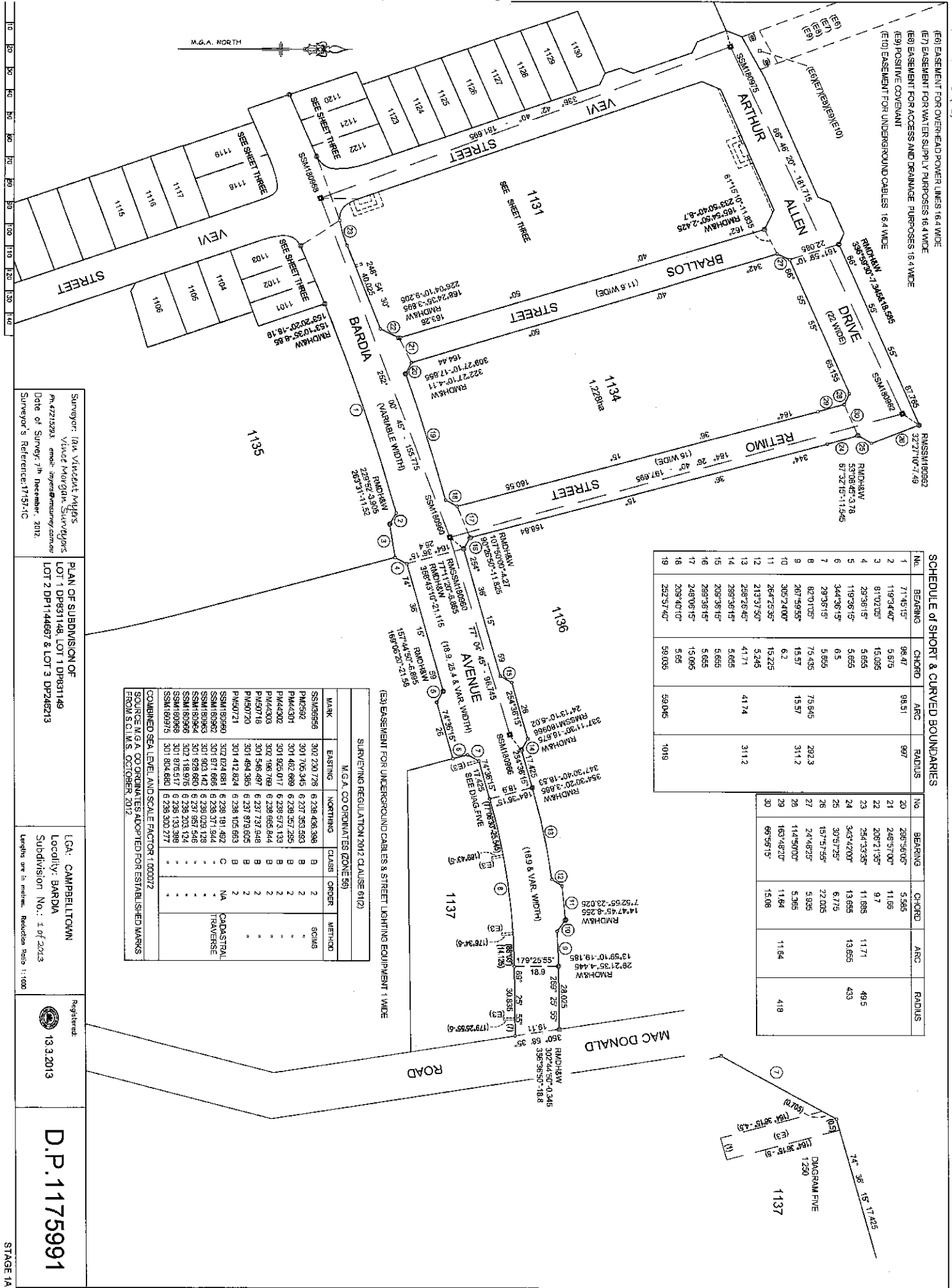
Registered:  
 13.3.2013

D.P. 1175991

PLAN FORM 2 (A2)

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Plan Sheet 4 of 4 sheets



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	71°45'15"	98.47	98.51	99.7
2	119°34'40"	5.975		
3	119°02'05"	15.055		
4	29°36'15"	5.655		
5	119°36'15"	5.655		
6	344°36'15"	6.5		
7	29°36'15"	5.655		
8	82°01'05"	75.545		
9	267°59'55"	15.57		
10	305°24'00"	6.2		
11	264°25'35"	15.275		
12	213°37'30"	5.245		
13	268°26'40"	4.171		
14	289°36'15"	5.655		
15	208°36'15"	5.655		
16	269°36'15"	5.655		
17	248°08'15"	15.095		
18	209°40'10"	5.65		
19	252°57'40"	59.025		
20	285°56'05"	5.585		
21	246°57'00"	11.66		
22	206°21'55"	9.7		
23	254°33'35"	11.665		
24	343°42'00"	13.655		
25	30°57'25"	6.775		
26	157°57'55"	27.005		
27	24°48'25"	5.935		
28	114°50'07"	5.935		
29	163°48'20"	11.64		
30	69°56'15"	15.08		
		11.54		
		418		

(E3) EASEMENT FOR UNDERGROUND CABLES & STREET LIGHTING EQUIPMENT 1 WIDE

SURVEYING REGULATION 2012 CLAUSE 61(2)		M.G.A. COORDINATES (ZONE 58)	
MARK	EASTING	NORTHING	CLASS
SSM36556	302 220 775	6 238 438 386	B
PM2592	301 705 345	6 237 583 593	B
PM44301	301 482 889	6 238 357 295	B
PM44302	301 923 017	6 238 573 133	B
PM44303	302 196 789	6 238 665 844	B
PM50718	301 546 497	6 237 737 948	B
PM50720	301 484 385	6 237 879 805	B
PM50721	302 412 824	6 238 105 663	B
SSM180560	302 024 691	6 238 181 492	C
SSM180562	301 971 666	6 238 371 544	C
SSM180963	301 903 142	6 238 023 128	C
SSM180964	301 928 690	6 237 957 546	C
SSM180966	302 118 976	6 238 203 124	C
SSM180968	301 876 517	6 238 133 398	C
SSM180973	301 804 880	6 238 300 277	C
			CD/ASTRAL TRAVERSE

SOURCE: M.G.A. COORDINATES ADOPTED FOR ESTABLISHED MARKS FROM S. OLMES, COV. OPEN, 2012.

Surveyor: Iana Vitezak Mays  
 Vitezak Morgan Surveyors  
 Ph: 47215293 email: info@vitezakmays.com.au  
 Date of Survey: 3<sup>rd</sup> December, 2012  
 Surveyor's Reference: 1751-1C

PLAN OF SUBDIVISION OF  
 LOT 1 DP831148, LOT 1 DP831149  
 LOT 2 DP1144687 & LOT 3 DP246213



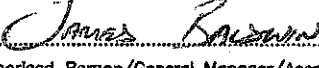
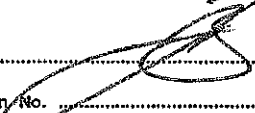
LGA: CAMPBELLTOWN  
 Locality: BARDIA  
 Subdivision No.: 1 of 2x13  
 Lengths are in metres. Reduction Ratio: 1:1000


Registered:  
 13.3.2013

D.P. 1175991

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheets

Registered:  13.3.2013 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only Office Use Only <h1 style="text-align: center;">D.P.1175991</h1>
PLAN OF SUBDIVISION OF LOT 1 DP831148, LOT 1 DP831149 LOT 2 DP1144667 & LOT 3 DP246213	L G A: CAMPBELLTOWN Locality: BARDIA Parish: MINTO County: CUMBERLAND
Crown Lands NSW/Western Lands Office Approval I, .....in approving this plan certify Authorised Officer that all necessary approvals in regard to the allocation of the land shown hereon have been given. Signature ..... Date:..... File No: ..... Office:.....	<h3 style="text-align: center;">Survey Certificate</h3> I, IAN VINCENT MYERS of VINCE MORGAN SURVEYORS PTY.LTD. Ph.47215293. email: imyers@vmsurvey.com.au a surveyor registered under the Surveying & Spatial Information Act, 2002 certify that: <del>(a) The land shown in the plan was surveyed in accordance with the                  Surveying and Spatial Information Regulation, 2012, is accurate and                  the survey was completed on-</del> (b) The part of the land shown in the plan being Lots 1101-1140 was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on 7 <sup>th</sup> December, 2012 the part not surveyed was compiled in accordance with that Regulation. <del>(c) The land shown in the plan was compiled in accordance with the                  Surveying and Spatial Information Regulation, 2012.</del> Signature:  Dated: 7 <sup>th</sup> December, 2012 Surveyor ID: 1682 Datum Line: PM50720 TO PM50721 Type: URBAN The terrain is level-undulating
<h3 style="text-align: center;">Subdivision Certificate</h3> I,  *Authorised Person/General Manager/Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act, 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein Signature:  Accreditation No. .... Consent Authority <u>Campbelltown City Council</u> Date of endorsement <u>29 Jan 2013</u> Subdivision Certificate No. <u>1 of 2013</u> File No. <u>2169 / 2011</u> * strike through if inapplicable	Statements of intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE BARDIA AVENUE, VEVI STREET, BRALLOS STREET, RETIMO STREET, ARTHUR ALLEN DRIVE AND THE SPLAY CORNERS TO THE PUBLIC AS PUBLIC ROAD. Plans used in preparation of survey. D.P.831148 D.P.831149 D.P.1144667 D.P.246213 D.P.221687 D.P.240335
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	SURVEYOR'S REFERENCE: 17157-1C

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 4 sheets
Registered:  13.3.2013	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 1 DP831148, LOT 1 DP831149 LOT 2 DP1144667 & LOT 3 DP246213	<h1>D.P. 1175991</h1>	
Subdivision Certificate No.: 1 of 2013 Date of Endorsement: 29 Jan 2013	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses – See 60(c) SSI Regulation 2012</li><li>• Statements of intention to create and release affecting interests in accordance with section 88E Conveyancing Act, 1919.</li><li>• Signatures and seals – See 1950 Conveyancing Act, 1919.</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the Administration sheets.</li></ul>	
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964 AS AMENDED IT IS INTENDED TO CREATE:- <ol style="list-style-type: none"><li>1. EASEMENT TO DRAIN WATER 1.5 WIDE (E1)</li><li>2. EASEMENT FOR UNDERGROUND CABLES 1 WIDE (E2)</li><li>3. EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE (E3)</li><li>4. RESTRICTION ON THE USE OF LAND</li><li>5. EASEMENT FOR PADMOUNT SUBSTATION 2.75 &amp; 3.75 WIDE (E4)</li><li>6. RESTRICTION ON THE USE OF LAND (R1)</li><li>7. RESTRICTION ON THE USE OF LAND (R2)</li><li>8. EASEMENT FOR OVERHEAD POWER LINES 6 WIDE (E5)</li><li>9. EASEMENT FOR OVERHEAD POWER LINES 16.4 WIDE (E6)</li><li>10. EASEMENT FOR WATER SUPPLY PURPOSES 16.4 WIDE (E7)</li><li>11. EASEMENT FOR ACCESS AND DRAINAGE PURPOSES 16.4 WIDE (E8)</li><li>12. POSITIVE COVENANT (E9)</li><li>13. EASEMENT FOR UNDERGROUND CABLES 16.4 WIDE (E10)</li><li>14. RESTRICTION ON THE USE OF LAND</li><li>15. EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 2 WIDE (E31)</li><li>16. RESTRICTION ON THE USE OF LAND</li><li>17. RESTRICTION ON THE USE OF LAND</li></ol>		
SURVEYOR'S REFERENCE: 17157-1C		

L

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheets

Registered:  13.3.2013

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF  
LOT 1 DP831148, LOT 1 DP831149  
LOT 2 DP1144667 & LOT 3 DP246213

**D.P.1175991**

Subdivision Certificate No.: 1 of 2013  
Date of Endorsement: 29 Jan 2013

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act, 1919.
- Signatures and seals - See 195D Conveyancing Act, 1919.
- Any information which cannot fit in the appropriate panel of sheet 1 of the Administration sheets.

PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919-1964 AS  
AMENDED IT IS INTENDED TO RELEASE:-

1. RIGHT OF CARRIAGEWAY 16, 20 & VARIABLE (D.P.831148)
2. EASEMENT FOR ACCESS 20 WIDE (A) (D.P.831149)
3. EASEMENT FOR ACCESS 20 WIDE & VARIABLE (B) (D.P.831149)
4. EASEMENT FOR ACCESS 16 WIDE & VARIABLE (C) (D.P.831149)
5. EASEMENT FOR ACCESS 16 WIDE & VARIABLE (D) (D.P.831149)
6. EASEMENT FOR ACCESS 16 WIDE & VARIABLE (E) (D.P.831149)
7. EASEMENT FOR ACCESS 16 WIDE & VARIABLE (F) (D.P.831149)
8. EASEMENT FOR WATERMAIN 2 WIDE (J) (D.P.831149)
9. EASEMENT FOR ACCESS 20 WIDE (G) (D.P.831149)
10. EASEMENT FOR ACCESS 20 WIDE & VARIABLE (H) (D.P.831149)



Signed by me Donna Savage as delegate  
of Landcom and I hereby certify that I have  
no notice of revocation of such delegation.


PLAN FORM 6A (2012)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheets

Registered:  13.3.2013 Office Use Only

Office Use Only

**D.P.1175991**

PLAN OF SUBDIVISION OF  
 LOT 1 DP831148, LOT 1 DP831149  
 LOT 2 DP1144667 & LOT 3 DP246213

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

- A schedule of lots and addresses – See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act, 1919.
- Signatures and seals – See 195D Conveyancing Act, 1919.
- Any information which cannot fit in the appropriate panel of sheet 1 of the Administration sheets.

Subdivision Certificate No.: 1 of 2013

Date of Endorsement: 29 Jan 2013

SCHEDULE OF STREET ADDRESSES

LOT No.	STREET No.	STREET	LOCALITY
1101	46	BARDIA AVENUE	BARDIA
1102	44	" "	"
1103	29	VEVI STREET	"
1104	31	" "	"
1105	33	" "	"
1106	35	" "	"
1107	46	" "	"
1108	44	" "	"
1109	42	" "	"
1110	40	" "	"
1111	38	" "	"
1112	36	" "	"
1113	34	" "	"
1114	32	" "	"
1115	30	" "	"
1116	28	" "	"
1117	26	" "	"
1118	24	" "	"
1119	38	BARDIA AVENUE	"
1120	45	" "	"
1121	47	" "	"
1122	22	VEVI STREET	"
1123	20	" "	"
1124	18	" "	"
1125	16	" "	"
1126	14	" "	"
1127	12	" "	"
1128	10	" "	"
1129	8	" "	"
1130	6	" "	"
1131-1141	NA		

SURVEYOR'S REFERENCE: 17157-1C

ePlan

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

Plan: **DP1175991**

Plan of Subdivision of Lot 1 DP831148,  
 Lot 1 DP831149, Lot 2 DP1144667 and  
 Lot 3 DP246213 covered by Subdivision  
 Certificate No. 1 of 2013

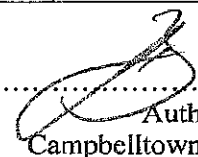
Full name and address  
 of the owner of the land:

Landcom  
 330 Church Street  
 PARRAMATTA NSW 2150

Sheet 1 of 12 Sheets

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1.	Easement to Drain Water 1.5 wide (E1)	1101 1104 1112  1118  1119 1120 1121  1122	1104 & 1105 1105 area 'B' within 1132 & area 'A' within 1135 1119 & area 'C' within 1132 area 'C' within 1132 area 'D' within 1132 1120 & area 'D' within 1132 1120 & 1121 area 'D' within 1132
2.	Easements for Underground Cables 1 wide (E2)	1131	Endeavour Energy
3.	Easement for Underground Cables and Street Lighting Equipment 1 wide (E3)	1137	Endeavour Energy
4.	Restriction on the Use of Land	Each lot except 1131-1141 incl.	Every other lot except 1131-1141 incl.
5.	Easement for Padmount Substation 2.75 & 3.75 wide (E4)	1131 & 1135	Endeavour Energy
6.	Restriction on the Use of Land (R1)	1107, part 1131 & part 1135	Endeavour Energy
7.	Restriction on the Use of Land (R2)	1107, part 1131 & part 1135	Endeavour Energy

.....  
  
 Authorised Person  
 Campbelltown City Council

Plan: **DP1175991**

ePlan

Plan of Subdivision of Lot 1 DP831148,  
 Lot 1 DP831149, Lot 2 DP1144667 and  
 Lot 3 DP246213 covered by Subdivision  
 Certificate No. 1 of 2013

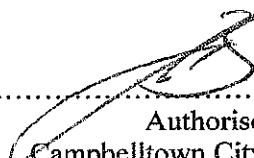
Full name and address  
 of the owner of the land:

**Landcom**  
 330 Church Street  
 PARRAMATTA NSW 2150

(Sheet 2 of 12 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
8.	Easement for Overhead Power Lines 6 wide (E5)	1136	Endeavour Energy
9.	Easement for Overhead Power Lines 16.4 wide (E6)	1136	Endeavour Energy
10.	Easement for Water Supply Purposes 16.4 wide (E7)	1136	Sydney Water Corporation
11.	Easement for Access and Drainage Purposes 16.4 wide (E8)	1136	Sydney Water Corporation
12.	Positive Covenant (E9)	1136	Sydney Water Corporation
13.	Easements for Underground Cables 16.4 wide (E10)	1136	Endeavour Energy
14.	Restriction on the Use of Land	1139, 1140, 1106 1141, 1103, 1118, 1122, 1130	Campbelltown City Council
15.	Easement for Underground Cables and Street Lighting Equipment 2 wide (E31)	1131	Endeavour Energy
16.	Restriction on the Use of Land	1108-1113, 1115- 1118, 1120-1128	Campbelltown City Council
17.	Restriction on the Use of Land	1101-1103, 1113-1130	Campbelltown City Council

.....  
  
 Authorised Person  
 Campbelltown City Council

Plan: **DP1175991**

ePlan

Plan of Subdivision of Lot 1 DP831148,  
 Lot 1 DP831149, Lot 2 DP1144667 and  
 Lot 3 DP246213 covered by Subdivision  
 Certificate No. 1 of 2013

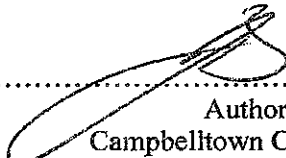
Full name and address  
 of the owner of the land:

Landcom  
 330 Church Street  
 PARRAMATTA NSW 2150

(Sheet 3 of 12 Sheets)

Part 1a (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1.	Right of Carriageway 16, 20 & variable width (D.P.831148)	2/1144667 1/831149	<del>1/831149</del> 1/831148
2.	Easement for Access 20 wide (A) (D.P.831149)	1/831149	2/1144667 1/831150 & 1/1144667
3.	Easement for Access 20 wide & variable (B) (D.P.831149)	1/831149	2/1144667 1/831150 & 1/1144667
4.	Easement for Access 16 wide (C) (D.P.831149)	1/831149	2/1144667 1/831150 & 1/1144667
5.	Easement for Access 16 wide (D) (D.P.831149)	1/831149	2/1144667 1/831150 & 1/1144667
6.	Easement for Access 16 wide (E) (D.P.831149)	1/831149	2/1144667 1/831150 & 1/1144667
7.	Easement for Access 16 wide (F) (D.P.831149)	1/831149	2/1144667 1/831150 & 1/1144667
8.	Easement for Water main 2 wide (J) (D.P.831149)	1/831149	2/1144667 1/831150 & 1/1144667
9.	Easement for Access 20 wide (G) (D.P.831149)	2/1144667	1/831149
10.	Easement for Access 20 wide & variable (H) (D.P.831149)	2/1144667	1/831149

.....  
  
 Authorised Person  
 Campbelltown City Council

Plan: **DP1175991**

ePlan

Plan of Subdivision of Lot 1 DP831148,  
Lot 1 DP831149, Lot 2 DP1144667 and  
Lot 3 DP246213 covered by Subdivision  
Certificate No. 1 of 2013

Full name and address  
of the owner of the land:

Landcom  
330 Church Street  
PARRAMATTA NSW 2150

(Sheet 4 of 12 Sheets)

### Part 2 (Terms)

1. **Terms of Easement for Underground Cables (E2) 1 wide numbered two and (E10) 16.4 wide numbered eighteen in the abovementioned plan**

An Easement for Underground Cables in the terms as set out in Memorandum No. 9262885 lodged with Land and Property Information on behalf of Endeavour Energy (subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1).

2. **Terms of Easement for Underground Cables and Street Lighting Equipment 1 wide (E3) numbered three and 2 wide (E31) numbered ~~twenty~~ <sup>15</sup> in the abovementioned plan**

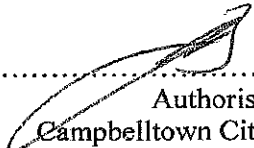
2.1 The authority benefited may:

- 2.1.1 install electrical equipment within the easement site,
- 2.1.2 excavate the easement site to install the electrical equipment,
- 2.1.3 use the electrical equipment for the transmission of electricity,
- 2.1.4 enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
- 2.1.5 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
- 2.1.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

2.2 In exercising its rights under this easement the authority benefited will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.

2.3 The owner agrees that it will not:

- 2.3.1 install or permit to be installed any services or structure within the easement site, or
- 2.3.2 alter the surface level of the easement site, or
- 2.3.3 do or permit to be done anything that restricts access to the easement site by the authority benefited without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.

.....  
  
Authorised Person  
Campbelltown City Council

Plan: **DP1175991**

ePlan

Full name and address  
of the owner of the land:

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Lot 1 DP831149, Lot 2 DP1144667 and  
Lot 3 DP246213 covered by Subdivision  
Certificate No. 1 of 2013  
Landcom  
330 Church Street  
PARRAMATTA NSW 2150

(Sheet 5 of 12 Sheets)

## Part 2 (Terms)

- 2.4 The authority benefited will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.
- 2.5 Definitions:-
- 2.5.1 **authority benefited** means Endeavour Energy and its successors (who may exercise its rights by any persons authorised by it).
- 2.5.2 **easement site** means that part of the lot burdened that is affected by this easement shown as (E3) on the plan.
- 2.5.3 **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system, street light column, street light equipment and ancillary equipment.
- 2.5.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 2.5.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 2.5.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 2.5.7 **structure** includes building, wall, retaining wall, carport, swimming pool, driveway, and fixed plant or equipment; but excludes garden furniture and garden ornament.
3. **Terms of Restriction on the Use of Land numbered four in the abovementioned plan**
- (a) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of Landcom or its successors other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Landcom or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have

.....  
  
Authorised Person  
Campbelltown City Council

Plan: **DP1175991**

ePlan

Full name and address  
of the owner of the land:

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Lot 1 DP831149, Lot 2 DP1144667 and  
Lot 3 DP246213 covered by Subdivision  
Certificate No. 1 of 2013  
Landcom  
330 Church Street  
PARRAMATTA NSW 2150

(Sheet 6 of 12 Sheets)

**Part 2 (Terms)**

been given in respect of every 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 Landcom or its successors other than purchasers on sale.

- (b) No carport shall be erected nearer to a Public Road than the façade of the main dwelling on each lot burdened.
- (c) No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on each lot burdened.
- (d) No advertising 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 Landcom or its successors).

Name of Authority empowered to release, vary or modify the Restriction numbered 4 in the plan is Landcom for such period as it is the Registered Proprietor of any land benefited by this Restriction. Thereafter, the power shall revert to the beneficiaries of this Restriction.

**4. Terms of Easement for Padmount Substation (E4) 2.75 & 3.75 wide numbered five in the abovementioned plan**

An Easement for Padmount Substation in the Terms as set out in Memorandum No. 9262886 lodged with Land and Property Information on behalf of Endeavour Energy (subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1).

**5. Terms of Restriction on the Use of Land (R1) numbered six in the abovementioned plan**

- 5.1 No building shall be erected or permitted to remain within the restriction site unless:
  - 5.1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120/ fire rating and
  - 5.1.2 the external surface of the building erected more than 1.5 metres from

.....  
Authorised Person  
Campbelltown City Council

Plan: **DP1175991**

ePlan

Plan of Subdivision of Lot 1 DP831148,  
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Certificate No. 1 of 2013

Full name and address  
of the owner of the land:

Landcom  
330 Church Street  
PARRAMATTA NSW 2150

(Sheet 7 of 12 Sheets)

**Part 2 (Terms)**

the substation footing has a 60/60/60 fire rating  
and the owner provides the authority benefited with an engineer's certificate to  
this effect.

5.2 The fire ratings mentioned in clause 5.1 must be achieved without the use of fire  
fighting systems such as automatic sprinklers.

5.3 Definitions:

5.3.1 "120/120/120 fire rating" and "60/60/60 fire rating" means the fire resistance  
level of a building expressed as a grading period in minutes for structural  
adequacy/integrity failure/insulation failure calculated in accordance with  
Australian Standard 1530.

5.3.2 "building" means a substantial structure with a roof and walls and includes  
any projections from the external walls.

5.3.3 "erect" includes construct, install, build and maintain

5.3.4 "restriction site" means that part of the lot burdened affected by the  
restriction on the use of land shown as (R1) on the plan.

6. **Terms of Restrictions on the Use of Land (R2) numbered seven in the abovementioned  
plan**

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

6.1 Definitions:

6.1.1 "erect" includes construct, install, build and maintain

6.1.2 "restriction site" means that part of the lot burdened affected by the  
restriction on the use of land designated (R2) on the abovementioned plan.

Plan: **DP1175991**

ePlan

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Full name and address  
of the owner of the land:

Landcom  
330 Church Street  
PARRAMATTA NSW 2150

(Sheet 8 of 12 Sheets)

**Part 2 (Terms)**

**7. Terms of Easement for Overhead Power Lines 6 wide (E5) and 16.4 wide (E6) numbered eight and nine in the abovementioned plan**

The terms as set out in Memorandum No. 9262884 registered at Land & Property Information NSW are incorporated in this document, subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1.

**Name of Authority whose consent is required to release, vary or modify Easements and Restrictions numbered two, three, five, six, seven, eight, nine, thirteen, and fifteen in the abovementioned plan**

Endeavour Energy.

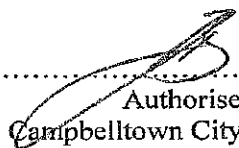
**8. Terms of Easement for Water Supply Purposes 16.4 wide (E7) numbered ten in the abovementioned plan**

An Easement for Water Supply Purposes in the terms set out in Part 1 of Memorandum 5736755 filed in the Office of Land and Property Information.

**9. Terms of Easement for Access and Drainage Purposes 16.4 wide (E8) numbered eleven in the abovementioned plan.**

An Easement for Access and Drainage Purposes in the terms set out in Part 2 of Memorandum 5736755 filed in Land and Property Information.

The terms of this easement, are to be read in conjunction with the terms of the Easement for Water Supply Purposes and the Positive Covenant numbered ten and twelve in the plan.

.....  
  
Authorised Person  
Campbelltown City Council

Plan: **DP1175991**

ePlan

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

Plan of Subdivision of Lot 1 DP831148,  
Lot 1 DP831149, Lot 2 DP1144667 and  
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Certificate No. 1 of 2013  
Landcom  
330 Church Street  
PARRAMATTA NSW 2150

(Sheet 9 of 12 Sheets)

### Part 2 (Terms)

**10. Terms of Positive Covenant (E9) numbered twelve in the abovementioned plan.**

A Positive Covenant in the terms set out in Part 3 of Memorandum 5736755 filed in the Land and Property Information.

The terms of this Positive Covenant are to be read in conjunction with the terms of the Easement for Water Supply Purposes and the Easement for Access and Drainage Purposes numbered ten and eleven in the plan.

**11. Terms of Restriction on the Use of Land numbered fourteen in the abovementioned plan**

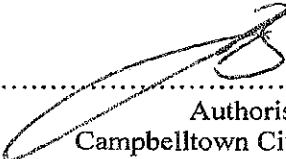
Vehicular access, to and from, the lots hereby burdened will be denied across the boundary designated 'x'-y' on the abovementioned plan.

**12. Terms of Restriction on the Use of Land numbered sixteen in the abovementioned plan**

No building shall be erected or remain on the land hereby burdened which has a floor level of any part below a height or heights fixed in writing by the Council of the City of Campbelltown (hereinafter called the Council). Application for the issue of these levels are to be directed to the Council, and the levels issued are to be shown on any building application submitted to Council. The Council may also require that no construction above the floor level is undertaken prior to certification by a Registered Surveyor that the constructed floor levels comply with Council's requirements.

**13. Terms of Restriction on the Use of Land numbered seventeen in the abovementioned plan**

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

.....  
  
Authorised Person  
Campbelltown City Council

Plan: **DP1175991**

ePlan

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330 Church Street  
PARRAMATTA NSW 2150

(Sheet 10 of 12 Sheets)

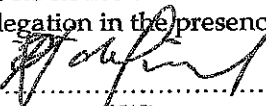
Name of authority whose consent is required to release, vary or modify Easement, Positive  
Covenant numbered ten, eleven and twelve in the abovementioned plan

Sydney Water Corporation

Name of Authority whose consent is required to release, vary or modify Easement and  
Restriction numbered one, fourteen, sixteen and seventeen in the abovementioned plan

Campbelltown City Council.

Signed by me **DONNA SAVAGE**.  
as DELEGATE of Landcom  
who hereby declares that he/she  
has no notice of the revocation of the  
delegation in the presence of:



Signature of Witness

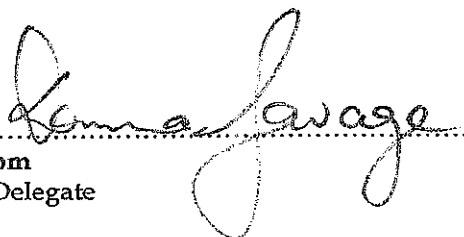
**DAVID SCHOFIELD**

Name of Witness

**60 STATION ST**

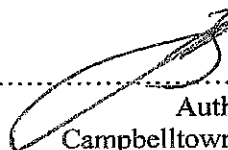
**PARRAMATTA NSW 2150**

Address of Witness



Landcom

By its Delegate



Authorised Person  
Campbelltown City Council


Plan: **DP1175991**

ePlan

Plan of Subdivision of Lot 1 DP831148,  
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Landcom  
330 Church Street  
PARRAMATTA NSW 2150

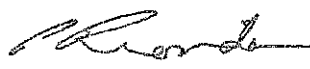
Full name and address  
of the owner of the land:

(Sheet 11 of 12 Sheets)

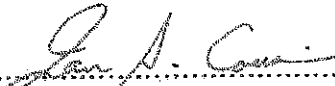
  
Name Signature

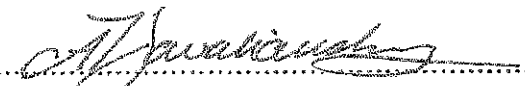
Sarah O'Neill  
Name

35 Bridge St Sydney NSW 2000  
Address

  
Signed by me as delegate  
of the Minister for Education pursuant  
to Section 125 of the Education Act 1990  
and I hereby certify that I have no notice  
of the revocation of such delegation

Signed on behalf of Endeavour Energy  
ABN 59 253 130 878  
by its Attorney pursuant to Power of Attorney  
Book 4640 No 572  
in the presence of:

  
Signature of Witness

  
Signature of Attorney  
Name: ANTHONY KAYALJAUSKAS  
Position: MANAGER NETWORK CONNECTIONS

IAN STEWART COUSIN  
Name of Witness

01 FEBRUARY 2013  
Date of Execution

Ref: URS 11681 & ARP2073

c/- Endeavour Energy  
51 Huntingwood Drive  
HUNTINGWOOD NSW 2148

.....  
Authorised Person  
Campbelltown City Council

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ePlan

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Landcom  
330 Church Street  
PARRAMATTA NSW 2150

(Sheet 12 of 12 Sheets)

Signed for Sydney Water Corporation  
by its Attorneys

MARK ROWLEY

ROBERT EDWARD SEYMOUR

*M Rowley*  
Attorney

who hereby state at the time of executing this  
instrument have no notice of the revocation of  
the Power of Attorney Registered No. 606  
Book 4541 under the Authority of  
which this instrument has been executed

*[Signature]*  
Attorney

*[Signature]*

Signature of Witness

NGA BUI

Name of Witness

1 SMITH STREET, PARRAMATTA

Address of Witness

Authorised Person  
Campbelltown City Council

Ref: 17157-1C-DP1175991

REGISTERED  13.3.2013



**Issue Date:** 2 February 2021  
**Application Number:** 202100365  
**Receipt Number:** 4992956

InfoTrack  
GPO Box 4029  
SYDNEY NSW 2001

Your Reference: 7035: FAN, XUN -  
S:28573

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

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

**Property Address:** 155 Bardia Avenue  
BARDIA NSW 2565

**Property Description:** Lot 34 DP 1240733

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

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

#### **PART 1 – Names of relevant planning instruments and DCPs**

**Planning Instrument:** SEPP (State Significant Precincts) 2005

**Effect:** R1 General Residential

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

#### **Local environmental plans (LEPs) and deemed environmental planning instruments**

None

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

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

SEPP No.21 – Caravan Parks

SEPP No.30 – Intensive Agriculture

SEPP No.33 – Hazardous and Offensive Development

SEPP No.50 – Canal Estate Development

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

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

ABN: 31 459 914 087

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

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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 (Western Sydney Aerotropolis) 2020  
SEPP No.19 - Bushland in Urban Areas  
SEPP (Sydney Region Growth Centres) 2006  
SEPP (Vegetation in Non-Rural Areas) 2017  
SEPP (Building Sustainability Index: BASIX) 2004  
SEPP (State Significant Precincts) 2005  
SEPP (Mining, Petroleum Production and Extractive Industries) 2007  
SEPP (Miscellaneous Consent Provisions) 2007  
SEPP (Infrastructure) 2007  
SEPP (Exempt and Complying Development Codes) 2008  
SEPP (Affordable Rental Housing) 2009  
SEPP (State and Regional Development) 2011  
SEPP (Educational Establishments and Child Care Facilities) 2017  
SEPP (Koala Habitat Protection) 2020  
Greater Metropolitan REP No.2 - Georges River Catchment

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

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

**Draft local environmental plans (LEPs)**

None

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

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

None

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

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

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

Edmondson Park South DCP 2012

Campbelltown (Sustainable City) DCP 2015

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

**PART 2 – Zoning and land use under relevant LEPs**

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

None

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

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

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

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

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

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

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

- f) The land subject of this certificate does not include or comprise critical habitat.

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

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- g) The land subject of this certificate is not in a conservation area (however described).
- h) No item of environmental heritage (however described) is situated on the land subject of this certificate.

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

None

**PART 3 – Complying development**

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

Housing Code – on all of the land

Rural Housing Code – on all of the land

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

Housing Alterations Code – on all of the land

Commercial and Industrial Alterations Code – on all of the land

Subdivisions Code – on all of the land

General Development Code – on all of the land

Demolition Code – on all of the land

Fire Safety Code – on all of the land

Low Rise Housing Diversity Code – on all of the land

Greenfield Housing Code – on all of the land

Container Recycling Facilities Code – on all of the land

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

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

Not applicable

**PART 4 – Coastal protection**

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

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

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

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**PART 5 – Mine subsidence**

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

**PART 6 – Road widening and road realignment**

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

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

- a) Council has adopted a policy with respect to all land within the Campbelltown City local government area with unusual site conditions. This policy restricts the development of land where extensive earthworks and/or filling has been carried out. Land, the development of which is restricted by this policy, has a restriction as to user placed on the title of the land stating the details of any restriction. Building lots can be affected by excessive land gradient, filling, reactive or dispersive soils, overland flow and/or mine subsidence. Buildings, structures or site works may require specific structural design to ensure proper building construction. Consequently, some applications may require the submission of structural design details and geotechnical reports. It is suggested that prior to lodging an application, enquiries be made to Council's Planning and Environment Division to ascertain any specific requirements.
- b) Council has adopted by resolution the certified Campbelltown LGA Bush Fire Prone Land Map. This map identifies bush fire prone land within the Campbelltown City local government area as defined in section 10.3 of the Act. Where the land subject of this certificate is identified as bush fire prone land, the document entitled "Planning for Bush Fire Protection" prepared by the NSW Rural Fire Service in co-operation with the Department of Planning and dated November 2019 should be consulted with regards to possible restrictions on the development of the land because of the likelihood of bushfire.
- c) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of tidal inundation.
- d) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of acid sulphate soils.
- e) Council has adopted by resolution a policy on contaminated land which may restrict the development of the land subject of this certificate. This policy is implemented when zoning or land use changes are proposed on lands which are considered to be contaminated, or on lands which have been remediated for a specific use. Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.
- f) The land subject of this certificate is affected by a non-statutory site audit statement (No. FM95C) and was prepared on behalf of a public authority (being the Department of Defence) and notified to the Council by an accredited site auditor (Accreditation No. 9801) on 25 July 2011 for the purposes of being referred to in planning certificates. This site audit statement concludes that, in the opinion of the auditor, the site is suitable for the following land uses: residential with accessible soil, including garden (minimal home-grown produce contributing less than 10% fruit and vegetable intake), excluding poultry; day care centre, preschool, primary school; residential with minimal opportunity for soil access, including units; secondary

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school; park, recreational open space, playing field; and commercial/industrial, subject to compliance with the following environmental management plans in light of contamination remaining on the site: ERM (2011b) "Development Environmental Management Plan – Former Ingleburn Defence Site Relating to Finds of Unexpected Contamination and Items of Military Origin (including Unexploded Ordnance) during Development Works" dated July 2011 (ref. 011318RP08 Final) and ERM (2011e) "Long Term Environmental Management Plan – Former Ingleburn Defence Site Ingleburn Mess Hall and Lecture Theatre Areas" dated July 2011 (ref. 0113181RP14 Final)(relevant to the Mess Hall and Lecture Theatre compounds only). For further information or to obtain a copy of the relevant documents, please contact City Development on (02) 4645 4608 and quote ECM document reference number 3980271.

**PART 7A – Flood related development controls information**

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

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

**PART 8 – Land reserved for acquisition**

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

**PART 9 – Contribution plans**

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

Council has entered into a voluntary planning agreement under section 7.4 of the Environmental Planning and Assessment Act 1979 with the developer for the Edmondson Park South urban residential release area.

Campbelltown Local Infrastructure Contributions Plan 2018

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

**PART 9A – Biodiversity certified land**

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

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

**PART 10 – Biobanking agreement**

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

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

**PART 10A – Native vegetation clearing set asides**

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

**PART 11 – Bush fire prone land**

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

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

**PART 12 – Property vegetation plans**

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

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

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

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

**PART 14 – Directions under Part 3A**

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

**PART 15 – Site compatibility certificates and conditions for seniors housing**

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

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with a Disability) 2004 have been imposed in respect of proposed development on the land subject of this certificate.

**PART 16 – Site compatibility certificates for infrastructure**

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

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

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

**PART 18 – Paper subdivision information**

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

**PART 19 – Site verification certificates**

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

**PART 20 – Loose-fill asbestos insulation**

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

For more information contact NSW Fair Trading ([www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au))

**PART 21 – Affected building notices and building product rectification orders**

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

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

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

**INFORMATION PROVIDED UNDER SECTION 10.7(5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

All properties within the Campbelltown City local government area may be affected by flooding caused by overland flow or local topography. Applicants will need to make their own assessment of the risk associated with these matters. For more information, please complete a Stormwater Advice Request Form that is available on Council's website or by contacting Council on 4645 4000.

Council has completed a flood study of the Bow Bowling / Bunbury Curran Creek Catchment, of which this property is a part. The results of this study have improved Council's understanding of flood behaviour in the catchment.

Council has received a copy of the map – "Hydrogeological Landscapes – Overall Salinity Hazard - Western Sydney Study Area" and "Hydrogeological Landscapes – Sydney Metropolitan - Western Study Area" from the New South Wales Office of Environmental Heritage (NSW OEH). This map classifies the land within the Campbelltown City local government area as having salinity. Salinity issues may be of relevance to any development of the land subject of this certificate. For further information use the link: <https://www.environment.nsw.gov.au/topics/land-and-soil/soil-degradation/salinity/type-of-salinity-and-their-prevention>.

It should be noted that the Commonwealth Department of Infrastructure and Regional Development has released a document titled "Preliminary Flight Paths" purporting to provide preliminary information on jet aircraft flight paths and flight zones for each of the design options for the Second Sydney Airport Proposals. Some of the flight paths and flight zones shown in this document may, if implemented, impact upon the environment in the vicinity of the land subject of this certificate. Further enquiries in respect of this document should be directed initially to the Commonwealth Department of Infrastructure and Regional Development.

The land subject of this certificate does not have a boundary to a controlled access road.

This property is located within the area supplied by the Hoxton Park recycled water scheme.

The land subject of this certificate is affected by a non-statutory site audit statement (No. FM95C) and was prepared on behalf of a public authority (being the Department of Defence) and notified to the Council by an accredited site auditor (Accreditation No. 9801) on 25 July 2011 for the purposes of being referred to in planning certificates. This site audit statement concludes that, in the opinion of the auditor, the site is suitable for the following land uses:

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residential with accessible soil, including garden (minimal home-grown produce contributing less than 10% fruit and vegetable intake), excluding poultry; day care centre, preschool, primary school; residential with minimal opportunity for soil access, including units; secondary school; park, recreational open space, playing field; and commercial/industrial, subject to compliance with the following environmental management plans in light of contamination remaining on the site: ERM (2011b) "Development Environmental Management Plan – Former Ingleburn Defence Site Relating to Finds of Unexpected Contamination and Items of Military Origin (including Unexploded Ordnance) during Development Works" dated July 2011 (ref. 011318RP08 Final) and ERM (2011e) "Long Term Environmental Management Plan – Former Ingleburn Defence Site Ingleburn Mess Hall and Lecture Theatre Areas" dated July 2011 (ref. 0113181RP14 Final)(relevant to the Mess Hall and Lecture Theatre compounds only). For further information or to obtain a copy of the relevant documents, please contact City Development on (02) 4645 4608 and quote ECM document reference number 3980271.

The following draft development control plans (DCPs), that have been placed on exhibition by Council but which have not yet come into effect, apply to the land subject of this certificate:

None

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



Jim Baldwin, per  
**Director City Development**

## State Environmental Planning Policy (State Significant Precincts) 2005

### Schedule 3 State significant sites

#### Part 31 Edmondson Park South site

#### Division 1 Preliminary

##### 1 Land to which Part applies

This Part applies to the land identified on the Land Application Map, referred to in this Part as the *Edmondson Park South site*.

##### 2 Interpretation

(1) In this Part:

*Flood Planning Map* means the State Environmental Planning Policy (Major Development) 2005 Edmondson Park South Flood Planning Map.

*Floor Space Ratio Map* means the State Environmental Planning Policy (Major Development) 2005 Edmondson Park South Floor Space Ratio Map.

*Height of Buildings Map* means the State Environmental Planning Policy (Major Development) 2005 Edmondson Park South Height of Buildings Map.

*heritage conservation area* means an area of land shown on the Heritage Map as a heritage conservation area or as a place of Aboriginal heritage significance.

*heritage item* means a building, work, archaeological site, tree, place or Aboriginal object:

- (a) shown on the Heritage Map as a heritage item, or
- (b) described in the Table to clause 33.

*Heritage Map* means the State Environmental Planning Policy (Major Development) 2005 Edmondson Park South Heritage Map.

*Land Application Map* means the State Environmental Planning Policy (Major Development) 2005 Edmondson Park South Land Application Map.

*Land Reservation Acquisition Map* means the State Environmental Planning Policy (Major Development) 2005 Edmondson Park South Land Reservation Acquisition Map.

*Land Zoning Map* means the State Environmental Planning Policy (Major Development) 2005 Edmondson Park South Land Zoning Map.

*Lot Size Map* means the State Environmental Planning Policy (Major Development) 2005 Edmondson Park South Lot Size Map.

*Native Vegetation Protection Map* means the State Environmental Planning Policy (Major Development) 2005 Edmondson Park South Native Vegetation Protection Map.

*relevant council*, in relation to land, means the council of the local government area in which the land is situated.

- (2) A word or expression used in this Part has the same meaning as it has in the standard instrument prescribed by the *Standard Instrument (Local Environmental Plans) Order 2006* unless it is otherwise defined in this Part.

##### 3 Consent authority

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The consent authority for development on land within the Edmondson Park South site, other than development that is a transitional Part 3A project, is the relevant council.

**4 (Repealed)**

**5 Relationship with other environmental planning instruments**

- (1) The only environmental planning instruments that apply, according to their terms, to land within the Edmondson Park South site are:
  - (a) this Policy, and
  - (b) all other State environmental planning policies, other than *State Environmental Planning Policy No 1—Development Standards*.
- (2) In the event of any inconsistency between this Part and *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*, this Part prevails to the extent of the inconsistency.

**Division 2 Provisions relating to development in Edmondson Park South site**

**6 Application of Division**

- (1) This Division applies to development on land within the Edmondson Park South site, except as provided by subclause (2).
- (2) Clauses 8–14, 16, 21–24, 26, 28, 31–34 and 36 do not apply to development to the extent that it is a transitional Part 3A project.

**7 Land use zones**

For the purposes of this Policy, land within the Edmondson Park South site is in one of the following zones if the land is shown on the Land Zoning Map as being within that zone:

- (a) Zone R1 General Residential,
- (b) Zone B4 Mixed Use,
- (c) Zone SP2 Infrastructure,
- (d) Zone RE1 Public Recreation,
- (e) Zone E1 National Parks and Nature Reserves,
- (f) Zone E4 Environmental Living.

**8 Objectives of land use zones to be taken into account**

The consent authority must have regard to the objectives for development in a zone when determining a development application in respect of land within the zone.

**9 Zone R1 General Residential**

- (1) The objectives of Zone R1 General Residential are as follows:
  - (a) to provide for the housing needs of the community,
  - (b) to provide for a variety of housing types and densities,
  - (c) to enable other land uses that provide facilities or services to meet the day to day needs of residents.
- (2) Development for any of the following purposes is permitted without development consent on land within Zone R1 General Residential:

environmental protection works; home occupations.
- (3) Development for any of the following purposes is permitted only with development consent on land within Zone R1 General Residential:

attached dwellings; boarding houses; child care centres; community facilities; dwelling houses; earthworks; food and drink premises; group homes; hostels; kiosks; markets; multi dwelling housing; neighbourhood shops; places of public worship; residential flat buildings; roads; semi-

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detached dwellings; shop top housing; signage; any other development not specified in subclause (2) or (4)

- (4) Except as otherwise provided by this Part, development for any of the following purposes is prohibited on land within Zone R1 General Residential:

agriculture; air transport facilities; amusement centres; backpackers' accommodation; boat repair facilities; boat sheds; bulky goods premises; caravan parks; charter and tourism boat facilities; commercial premises; correctional centres; crematoria; depots; entertainment facilities; extractive industries; farm stay accommodation; forestry; freight transport facilities; function centres; highway service centres; home occupations (sex services); hotel or motel accommodation; industrial retail outlets; industries; marinas; passenger transport facilities; port facilities; public administration buildings; recreation facilities (major); registered clubs; research stations; restricted premises; restriction facilities; rural industries; service stations; sex service premises; storage premises; transport depots; truck depots; vehicle body repair workshops; vehicle repair stations; warehouse or distribution centres; waste or resource management facilities; wholesale supplies.

### **10 Zone B4 Mixed Use**

- (1) The objectives of Zone B4 Mixed Use are as follows:

- (a) to provide a mixture of compatible land uses,
- (b) to integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.

- (2) Development for any of the following purposes is permitted without development consent on land within Zone B4 Mixed Use:

environmental protection works.

- (3) Development for any of the following purposes is permitted only with development consent on land within Zone B4 Mixed Use:

boarding houses; business premises; child care centres; community facilities; earthworks; educational establishments; entertainment facilities; function centres; hotel or motel accommodation; information and education facilities; office premises; passenger transport facilities; recreation facilities (indoor); registered clubs; retail premises; roads; seniors housing; shop top housing; any other development not specified in subclause (2) or (4).

- (4) Except as otherwise provided by this Part, development for any of the following purposes is prohibited on land within Zone B4 Mixed Use:

agriculture; air transport facilities; caravan parks; cemeteries; correctional centres; crematoria; depots; dual occupancies; dwelling houses; extractive industries; forestry; freight transport facilities; home occupations (sex services); industrial retail outlets; industries; landscaping material supplies; restricted premises; restriction facilities; rural industries; rural workers' dwellings; sex service premises; storage premises; timber yards; transport depots; truck depots; vehicle body repair shops; waste or resource management facilities.

### **11 Zone SP2 Infrastructure**

- (1) The objectives of Zone SP2 Infrastructure are as follows:

- (a) to provide for infrastructure and related uses,
- (b) to prevent development that is not compatible with or that may detract from the provision of infrastructure,
- (c) to reserve land for the provision of infrastructure.

- (2) Development for any of the following purposes is permitted without development consent on land within Zone SP2 Infrastructure:

nil.

- (3) Development for any of the following purposes is permitted only with development consent on land within Zone SP2 Infrastructure:

earthworks; the purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose; roads.

- (4) Except as otherwise provided by this Part, development is prohibited on land within Zone SP2 Infrastructure unless it is permitted by subclause (2) or (3).

## **12 Zone RE1 Public Recreation**

- (1) The objectives of Zone RE1 Public Recreation are as follows:

- (a) to enable land to be used for public open space or recreational purposes,
- (b) to provide a range of recreational settings and activities and compatible land uses,
- (c) to protect and enhance the natural environment for recreational purposes,
- (d) to provide a sufficient and equitable distribution of public open space to meet the needs of residents.

- (2) Development for any of the following purposes is permitted without development consent on land within Zone RE1 Public Recreation:

environmental protection works.

- (3) Development for any of the following purposes is permitted only with development consent on land within Zone RE1 Public Recreation:

building identification signs; business identification signs; child care centres; community facilities; earthworks; flood mitigation works; information and education facilities; kiosks; markets; recreation areas; recreation facilities (indoor); recreation facilities (outdoor); restaurants; roads.

- (4) Except as otherwise provided by this Part, development is prohibited on land within Zone RE1 Public Recreation unless it is permitted by subclause (2) or (3).

## **13 Zone E1 National Parks and Nature Reserves**

- (1) The objectives of Zone E1 National Parks and Nature Reserves are as follows:

- (a) to enable the management and appropriate use of land that is reserved under the *National Parks and Wildlife Act 1974* or that is acquired under Part 11 of that Act,
- (b) to enable uses authorised under the *National Parks and Wildlife Act 1974*,
- (c) to identify land that is to be reserved under the *National Parks and Wildlife Act 1974* and to protect the environmental significance of that land.

- (2) Development for any of the following purposes is permitted without development consent on land within Zone E1 National Parks and Nature Reserves:

uses authorised under the *National Parks and Wildlife Act 1974*.

- (3) Development for any of the following purposes is permitted only with development consent on land within Zone E1 National Parks and Nature Reserves:

nil.

- (4) Except as otherwise provided by this Part, development is prohibited on land within Zone E1 National Parks and Nature Reserves unless it is permitted by subclause (2) or (3).

## **14 Zone E4 Environmental Living**

- (1) The objectives of Zone E4 Environmental Living are as follows:

- (a) to provide for low-impact residential development in areas with special ecological, scientific, cultural or aesthetic values,
- (b) to ensure that residential development does not have an adverse effect on those values.

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- (2) Development for any of the following purposes is permitted without development consent on land within Zone E4 Environmental Living:

home occupations.

- (3) Development for any of the following purposes is permitted only with development consent on land within Zone E4 Environmental Living:

bed and breakfast accommodation; dual occupancies; dwelling houses; earthworks; environmental facilities; environmental protection works; flood mitigation works; group homes; health consulting rooms; home-based child care; horticulture; recreation areas; recreation facilities (outdoor); roads; secondary dwellings; signage; swimming pools; water recreation structures; water recycling facilities; waterbodies (artificial).

- (4) Except as otherwise provided by this Part, development for any of the following purposes is prohibited on land within Zone E4 Environmental Living:

industries; service stations; warehouse or distribution centres; any other development not specified in subclause (2) or (3).

### **15 Prohibited development**

Development on land within the Edmondson Park South site that is part of a transitional Part 3A project is prohibited if it would be prohibited were it development to which Part 4 of the Act applies.

### **16 Subdivision—consent requirements**

- (1) Land within the Edmondson Park South site may be subdivided, but only with development consent.
- (2) However, development consent is not required for a subdivision for the purpose only of any one or more of the following:
- (a) widening a public road,
  - (b) a minor realignment of boundaries that does not create additional lots or the opportunity for additional dwellings,
  - (c) a consolidation of lots that does not create additional lots or the opportunity for additional dwellings,
  - (d) rectifying an encroachment on a lot,
  - (e) creating a public reserve,
  - (f) excising from a lot land that is, or is intended to be, used for public purposes, including drainage purposes, rural fire brigade or other emergency service purposes or public toilets.

### **17 Minimum subdivision lot size**

- (1) The objectives of this clause are as follows:
- (a) to establish minimum lot sizes for residential development,
  - (b) to ensure that residential development has adequate usable areas for buildings and open space,
  - (c) to facilitate and encourage the provision of a range of dwelling types.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Part.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies must not be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) Despite subclause (3) and the Lot Size Map:
- (a) the size of any lot resulting from a subdivision of land for dwelling houses must not be less than 200m<sup>2</sup>, and
  - (b) the size of any lot resulting from a subdivision of land for semi-detached dwellings must not be less than 200m<sup>2</sup>, and

- (c) the size of any lot resulting from a subdivision of land for dual occupancies must not be less than 500m<sup>2</sup>, and
  - (d) the size of any lot resulting from a subdivision of land for secondary dwellings must not be less than 250m<sup>2</sup>, and
  - (e) the size of any lot resulting from a subdivision of land for attached dwellings must not be less than 125m<sup>2</sup>, and
  - (f) the size of any lot resulting from a subdivision of land for multi dwelling housing must not be less than 1,500m<sup>2</sup>, and
  - (g) the size of any lot resulting from a subdivision of land for residential flat dwellings must not be less than 1,500m<sup>2</sup>.
- (5) This clause does not apply in relation to the subdivision of individual lots in a strata plan or community title scheme.

### **18 Height of buildings**

The height of a building on any land within the Edmondson Park South site is not to exceed the maximum height shown for the land on the Height of Buildings Map.

### **19 Floor space ratio**

- (1) The objectives of this clause are as follows:
- (a) to establish standards for the maximum development density and intensity of land use,
  - (b) to control building density and bulk in relation to site area,
  - (c) to minimise adverse environmental effects on the use or enjoyment of adjoining properties and the public domain.
- (2) The maximum floor space ratio of a building on any land within the Edmondson Park South site is not to exceed the floor space ratio shown for the land on the Floor Space Ratio Map.

### **20 Calculation of floor space ratio and site area**

#### **(1) Objectives**

The objectives of this clause are as follows:

- (a) to define *floor space ratio*,
- (b) to set out rules for the calculation of the site area of development for the purpose of applying permitted floor space ratios, including rules to:
  - (i) prevent the inclusion in the site area of an area that has no significant development being carried out on it, and
  - (ii) prevent the inclusion in the site area of an area that has already been included as part of a site area to maximise floor space area in another building, and
  - (iii) require community land and public places to be dealt with separately.

#### **(2) Definition of "floor space ratio"**

The *floor space ratio* of buildings on a site is the ratio of the gross floor area of all buildings within the site to the site area.

#### **(3) Site area**

In determining the site area of proposed development for the purpose of applying a floor space ratio, the *site area* is taken to be:

- (a) if the proposed development is to be carried out on only one lot, the area of that lot, or
- (b) if the proposed development is to be carried out on 2 or more lots, the area of any lot on which the development is proposed to be carried out that has at least one common boundary with another lot on which the development is being carried out.

In addition, subclauses (4)–(7) apply to the calculation of site area for the purposes of applying a floor space ratio to proposed development.

#### **(4) Exclusions from site area**

The following land must be excluded from the site area:

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- (a) land on which the proposed development is prohibited, whether under this Plan or any other law,
  - (b) community land or a public place (except as provided by subclause (7)).
- (5) **Strata subdivisions**  
The area of a lot that is wholly or partly on top of another or others in a strata subdivision is to be included in the calculation of the site area only to the extent that it does not overlap with another lot already included in the site area calculation.
- (6) **Only significant development to be included**  
The site area for proposed development must not include a lot additional to a lot or lots on which the development is being carried out unless the proposed development includes significant development on that additional lot.
- (7) **Certain public land to be separately considered**  
For the purpose of applying a floor space ratio to any proposed development on, above or below community land or a public place, the site area must only include an area that is on, above or below that community land or public place, and is occupied or physically affected by the proposed development, and may not include any other area on which the proposed development is to be carried out.
- (8) **Existing buildings**  
The gross floor area of any existing or proposed buildings within the vertical projection (above or below ground) of the boundaries of a site is to be included in the calculation of the total floor space for the purposes of applying a floor space ratio, whether or not the proposed development relates to all of the buildings.
- (9) **Covenants to prevent “double dipping”**  
When consent is granted to development on a site comprised of 2 or more lots, a condition of the consent may require a covenant to be registered that prevents the creation of floor area on a lot (the restricted lot) if the consent authority is satisfied that an equivalent quantity of floor area will be created on another lot only because the site included the restricted lot.
- (10) **Covenants affect consolidated sites**  
If:
  - (a) a covenant of the kind referred to in subclause (9) applies to any land (*affected land*), and
  - (b) proposed development relates to the affected land and other land that together comprise the site of the proposed development,  
the maximum amount of floor area allowed on the other land by the floor space ratio fixed for the site by this Part is reduced by the quantity of floor space area the covenant prevents being created on the affected land.
- (11) **Definition**  
In this clause, *public place* has the same meaning as it has in the *Local Government Act 1993*.

## **21 Temporary use of land**

- (1) The objective of this clause is to provide for the temporary use of land if the use does not compromise future development of the land, or have detrimental economic, social, amenity or environmental effects on the land.
- (2) Despite any other provision of this Part, development consent may be granted for development on land in any zone for a temporary use for a maximum period of 52 days (whether or not consecutive days) in any period of 12 months.
- (3) Development consent must not be granted unless the consent authority is satisfied that:
  - (a) the temporary use will not prejudice the subsequent carrying out of development on the land in accordance with this Part and any other applicable environmental planning instrument, and

- (b) the temporary use will not adversely impact on any adjoining land or the amenity of the neighbourhood, and
  - (c) the temporary use and location of any structures related to the use will not adversely impact on environmental attributes or features of the land, or increase the risk of natural hazards that may affect the land, and
  - (d) at the end of the temporary use period the land will, as far as is practicable, be restored to the condition in which it was before the commencement of the use.
- (4) Despite subclause (2), the temporary use of a dwelling as a sales office for a new release area or a new housing estate may exceed the maximum number of days specified in that subclause.
- (5) Subclause (3) (d) does not apply to the temporary use of a dwelling as a sales office mentioned in subclause (4).

## **22 Interim land use for exhibition and sales office**

- (1) Despite any other provision of this Part, development consent may be granted for development on land in Zone R1 General Residential for an exhibition and sales office for a maximum period of 6 years from the date of consent.
- (2) Development consent must not be granted unless the consent authority is satisfied that:
- (a) the use will not prejudice the subsequent carrying out of development on the land in accordance with this Part and any other applicable environmental planning instrument, and
  - (b) the use will not adversely impact on any adjoining land or the amenity of the neighbourhood, and
  - (c) the use and location of any structures related to the use will not adversely impact on environmental attributes, heritage significance, or features of the land, or increase the risk of natural hazards that may affect the land.
- (3) In this clause:

*exhibition and sales office* means a building or place, used for house and land sales, site offices, advisory services, car parking and other associated purposes.

## **23 Demolition requires consent**

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

**Note.** If the demolition of a building or work is identified in an applicable environmental planning instrument, such as this Part or *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, as exempt development, the Act enables it to be carried out without consent.

## **24 Development near zone boundaries**

- (1) The objective of this clause is to provide flexibility where the investigation of a site and its surroundings reveals that a use allowed on the other side of a zone boundary would enable a more logical and appropriate development of the site and be compatible with the planning objectives and land uses for the adjoining zone.
- (2) This clause applies to so much of any land that is within the relevant distance of a boundary between any 2 zones. The relevant distance is 25 metres from any zone boundary.
- (3) This clause does not apply to:
- (a) land in Zone RE1 Public Recreation or Zone E1 National Parks and Nature Reserves, or
  - (b) land proposed to be developed for the purpose of sex services or restricted premises.
- (4) Despite the provisions of this Part relating to the purposes for which development may be carried out, consent may be granted to development of land to which this clause applies for any purpose that may be carried out in the adjoining zone, but only if the consent authority is satisfied that:

- (a) the development is not inconsistent with the objectives for development in both zones, and
  - (b) the carrying out of the development is desirable due to compatible land use planning, infrastructure capacity and other planning principles relating to the efficient and timely development of land.
- (5) This clause does not prescribe a development standard that may be varied under this Part.

## **25 Bush fire hazard reduction**

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

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

## **26 Flood planning**

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

***flood planning level*** means the level of a 1:00 ARI (average recurrent interval) flood event plus 0.5 metre freeboard.

## **27 Exceptions to development standards—transitional Part 3A projects**

- (1) A development standard imposed by this or any other environmental planning instrument on development that is part of a transitional Part 3A project, and is on land within the Edmondson Park South site, does not apply to that development if the Director-General is satisfied, and issues a certificate to the effect, that:
- (a) compliance with the development standard is unreasonable or unnecessary in the circumstances of the case, and
  - (b) there are sufficient environmental planning grounds to justify exempting the development from that development standard.
- (2) In deciding whether to issue a certificate, the Director-General must consider:

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- (a) whether contravention of the development standard raises any matter of significance for State or regional environmental planning, and
- (b) the public benefit of maintaining the development standard, and
- (c) any other matters required to be taken into consideration by the Director-General.

**28 Exceptions to development standards—other development**

- (1) This clause applies to development on land within the Edmondson Park South site, other than development that is part of a transitional Part 3A project.
- (2) The objectives of this clause are:
  - (a) to provide an appropriate degree of flexibility in applying certain development standards to particular development, and
  - (b) to achieve better outcomes for and from development by allowing flexibility in particular circumstances.
- (3) Development consent may, subject to this clause, be granted for development even though the development would contravene a development standard imposed by this or any other environmental planning instrument. However, this clause does not apply to a development standard that is expressly excluded from the operation of this clause.
- (4) Development consent must not be granted for development that contravenes a development standard unless the consent authority has considered a written request from the applicant that seeks to justify the contravention of the development standard by demonstrating:
  - (a) that compliance with the development standard is unreasonable or unnecessary in the circumstances of the case, and
  - (b) that there are sufficient environmental planning grounds to justify contravening the development standard.
- (5) Development consent must not be granted for development that contravenes a development standard unless:
  - (a) the consent authority is satisfied that:
    - (i) the applicant's written request has adequately addressed the matters required to be demonstrated by subclause (4), and
    - (ii) the proposed development will be in the public interest because it is consistent with the objectives of the particular standard and the objectives for development within the zone in which the development is proposed to be carried out, and
  - (b) the concurrence of the Director-General has been obtained.
- (6) In deciding whether to grant concurrence, the Director-General must consider:
  - (a) whether contravention of the development standard raises any matter of significance for State or regional environmental planning, and
  - (b) the public benefit of maintaining the development standard, and
  - (c) any other matters required to be taken into consideration by the Director-General before granting concurrence.
- (7) Development consent must not be granted under this clause for a subdivision of land in Zone E4 Environmental Living if:
  - (a) the subdivision will result in 2 or more lots of less than the minimum area specified for such lots by a development standard, or
  - (b) the subdivision will result in at least one lot that is less than 90% of the minimum area specified for such a lot by a development standard.
- (8) After determining a development application made pursuant to this clause, the consent authority must keep a record of its assessment of the factors required to be addressed in the applicant's written request referred to in subclause (4).
- (9) This clause does not allow development consent to be granted for development that would contravene any of the following:
  - (a) a development standard for complying development,

- (b) a development standard that arises, under the regulations under the Act, in connection with a commitment set out in a BASIX certificate for a building to which *State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004* applies or for the land on which such a building is situated.

## **29 Controls relating to miscellaneous permissible uses**

### **(1) Bed and breakfast accommodation**

If development for the purposes of bed and breakfast accommodation is permitted under this Part, the accommodation that is provided to guests must consist of no more than 4 bedrooms.

### **(2) Home businesses**

If development for the purposes of a home business is permitted under this Part, the carrying on of the business must not involve the use of more than 50 square metres of floor area.

### **(3) Kiosks**

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

### **(4) Neighbourhood shops**

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

### **(5) Secondary dwellings**

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

- (a) 60 square metres,
- (b) 20% of the total floor area of both the self-contained dwelling and the principal dwelling.

## **30 Architectural roof features**

- (1) The objectives of this clause are as follows:

- (a) to permit variations to maximum building height standards for roof features of visual interest,
- (b) to ensure that roof features are decorative elements and that the majority of the roof is contained within the maximum building height standard.

- (2) Development that includes an architectural roof feature that exceeds, or causes a building to exceed, the height limits set by clause 18 may be carried out, but only with consent.

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

- (a) the architectural roof feature:
  - (i) comprises a decorative element on the uppermost portion of a building, and
  - (ii) is not an advertising structure, and
  - (iii) does not include floor space area and is not reasonably capable of modification to include floor space area, and
  - (iv) will cause minimal overshadowing, and

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

## **31 Preservation of trees or vegetation**

- (1) The objective of this clause is to preserve the amenity of the area through the preservation of trees and other vegetation.

- (2) This clause applies to species or kinds of trees or other vegetation that are prescribed for the purposes of this clause by a development control plan made by the relevant council.

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

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- (3) A person must not ringbark, cut down, top, lop, remove, injure or wilfully destroy any tree or other vegetation to which any such development control plan applies without the authority conferred by:
- (a) development consent, or
  - (b) a permit granted by the relevant council.
- (4) The refusal by the relevant council to grant a permit to a person who has duly applied for the grant of the permit is taken for the purposes of the Act to be a refusal by the relevant council to grant consent for the carrying out of the activity for which a permit was sought.
- (5) This clause does not apply to a tree or other vegetation that the relevant council is satisfied is dying or dead and is not required as the habitat of native fauna.
- (6) This clause does not apply to a tree or other vegetation that the relevant council is satisfied is a risk to human life or property.
- (7) A permit under this clause cannot allow any ringbarking, cutting down, topping, lopping, removal, injuring or destruction of a tree or other vegetation:
- (a) that is or forms part of a heritage item, or
  - (b) that is within a heritage conservation area.
- Note.** As a consequence of this subclause, the activities concerned will require development consent. The heritage provisions of clause 33 will be applicable to any such consent.
- (8) This clause does not apply to or in respect of:
- (a) the clearing of native vegetation that is authorised by a development consent or property vegetation plan under the *Native Vegetation Act 2003* or that is otherwise permitted under Division 2 or 3 of Part 3 of that Act, or
  - (b) the clearing of vegetation on State protected land (within the meaning of clause 4 of Schedule 3 to the *Native Vegetation Act 2003*) that is authorised by a development consent under the provisions of the *Native Vegetation Conservation Act 1997* as continued in force by that clause, or
  - (c) trees or other vegetation within a State forest, or land reserved from sale as a timber or forest reserve under the *Forestry Act 1916*, or
  - (d) action required or authorised to be done by or under the *Electricity Supply Act 1995*, the *Roads Act 1993* or the *Surveying and Spatial Information Act 2002*, or
  - (e) plants declared to be noxious weeds under the *Noxious Weeds Act 1993*.

### **32 Native vegetation areas**

- (1) The objective of this clause is to protect and manage native vegetation areas.
- (2) This clause applies to land within a native vegetation area as shown on the Native Vegetation Protection Map.
- (3) This clause does not apply to any vegetation declared to be noxious weeds under the *Noxious Weeds Act 1993*.
- (4) The consent authority must not grant development consent for development on land to which this clause applies unless the consent authority is satisfied that the proposed development will not result in the clearing of any native vegetation (within the meaning of the *Native Vegetation Act 2003*).

### **33 Heritage conservation**

#### **(1) Objectives**

The objectives of this clause are:

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

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**(2) Requirement for consent**

Development consent is required for any of the following:

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

**(3) When consent not required**

However, consent under this clause is not required if:

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

**(4) Effect on heritage significance**

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

**(5) Heritage impact assessment**

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

- (a) on which a heritage item is situated, or
  - (b) within a heritage conservation area, or
  - (c) within the vicinity of land referred to in paragraph (a) or (b),
- require a heritage impact statement to be prepared that assesses the extent to which the carrying out of the proposed development would affect the heritage significance of the heritage item or heritage conservation area concerned.

**(6) Heritage conservation management plans**

The consent authority may require, after considering the significance of a heritage item and

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the extent of change proposed to it, the submission of a heritage conservation management plan before granting consent under this clause.

**(7) Archaeological sites**

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

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

**(8) Places of Aboriginal heritage significance**

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

- (a) consider the effect of the proposed development on the heritage significance of the place and any Aboriginal object known or reasonably likely to be located at the place, and
- (b) notify the local Aboriginal communities (in such way as it thinks appropriate) about the application and take into consideration any response received within 28 days after the notice is sent.

**(9) Demolition of item of State significance**

The consent authority must, before granting consent for the demolition of a heritage item identified on the Heritage Map as being of State significance (other than an item listed on the State Heritage Register or to which an interim heritage order under the *Heritage Act 1977* applies):

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

**(10) Conservation incentives**

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

- (a) the conservation of the heritage item is facilitated by the granting of consent, and
- (b) the proposed development is in accordance with a heritage conservation management plan that has been approved by the consent authority, and
- (c) the consent to the proposed development would require that all necessary conservation work identified in the heritage conservation management plan is carried out, and
- (d) the proposed development would not adversely affect the heritage significance of the heritage item, including its setting, and
- (e) the proposed development would not have any significant adverse effect on the amenity of the surrounding area.

- (11) For the purposes of the definition of heritage item in clause 2 (1), the location and nature of a heritage item is specified in the following table:

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**Table—heritage items**

<b>Item description</b>	<b>Address</b>	<b>Property description</b>	<b>Significance</b>	<b>Item No</b>
Ingleburn Village site—three Riley-Newsom pre-fabricated cottages (moveable items)	Bass Road	Part Lot 1, DP 831152	Local	3
Ingleburn Military Heritage Precinct	Campbelltown Road	Part Lot 2, DP 831152	State	2
Mont St Quentin Oval, including entry gates	Campbelltown Road	Part Lot 2, 831550	State	1

### **34 Public utility infrastructure**

- (1) Development consent must not be granted for development on land within the Edmondson Park South site unless the consent authority is satisfied that any public utility infrastructure that is essential for the proposed development is available or that adequate arrangements have been made to make that infrastructure available when required.
- (2) This clause does not apply to development for the purpose of providing, extending, augmenting, maintaining or repairing any public utility infrastructure.
- (3) In this clause, **public utility infrastructure** includes infrastructure for any of the following:
  - (a) the supply of water,
  - (b) the supply of electricity or gas,
  - (c) the disposal and management of sewage.

### **35 Infrastructure development and use of existing buildings of the Crown**

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

### **36 Development control plan**

- (1) The objective of this clause is to ensure that development on land within the Edmondson Park South site occurs in a logical and cost-effective manner, in accordance with a staging plan and only after a development control plan that includes specific controls has been prepared for the land.
- (2) Development consent must not be granted for development on land within the Edmondson Park South site unless a development control plan that provides for the matters specified in subclause (3) has been prepared for the land.
- (3) The development control plan must provide for all of the following:
  - (a) a staging plan for the timely and efficient release of urban land making provision for necessary infrastructure and sequencing,
  - (b) an overall transport movement hierarchy showing the major circulation routes and connections to achieve a simple and safe movement system for private vehicles, public transport, pedestrians and cyclists,
  - (c) an overall landscaping strategy for the protection and enhancement of riparian areas and remnant vegetation, including visually prominent locations, and detailed landscaping requirements for both the public and private domain,

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- (d) a network of passive and active recreational areas,
  - (e) stormwater and water quality management controls,
  - (f) amelioration of natural and environmental hazards, including bushfire, flooding and site contamination and, in relation to natural hazards, the safe occupation of, and the evacuation from, any land so affected,
  - (g) detailed urban design controls for significant development sites,
  - (h) measures to encourage higher density living around transport, open space and service nodes,
  - (i) measures to accommodate and control appropriate neighbourhood commercial and retail uses,
  - (j) suitably located public facilities and services, including provision for appropriate traffic management facilities and parking.
- (4) Subclause (2) does not apply to any of the following development:
- (a) a subdivision for the purpose of a realignment of boundaries that does not create additional lots,
  - (b) a subdivision of land if any of the lots proposed to be created is to be reserved or dedicated for public open space, public roads or any other public or environmental protection purpose,
  - (c) a subdivision of land in a zone in which the erection of structures is prohibited,
  - (d) proposed development on land that is of a minor nature only, if the consent authority is of the opinion that the carrying out of the proposed development would be consistent with the objectives of the zone in which the land is situated.

**37 Relevant acquisition authority**

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

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

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

<b>Type of land shown on Map</b>	<b>Authority of the State</b>
Zone RE1 Public Recreation and marked "Local Open Space"	Relevant council
Zone SP2 Infrastructure and marked "Local Road"	Relevant council
Zone SP2 Infrastructure and marked "Classified Road"	Roads and Traffic Authority
Zone SP2 Infrastructure and marked "Railway"	The corporation constituted under section 8 of the Act
Zone E1 National Parks and Nature Reserves and marked "National Park"	Minister administering the <i>National Parks and Wildlife Act 1974</i>

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

**38 Suspension of covenants, agreements and instruments**

- (1) For the purpose of enabling development on land within the Edmondson Park South site to be carried out in accordance with this Part or with a consent granted under the Act, any

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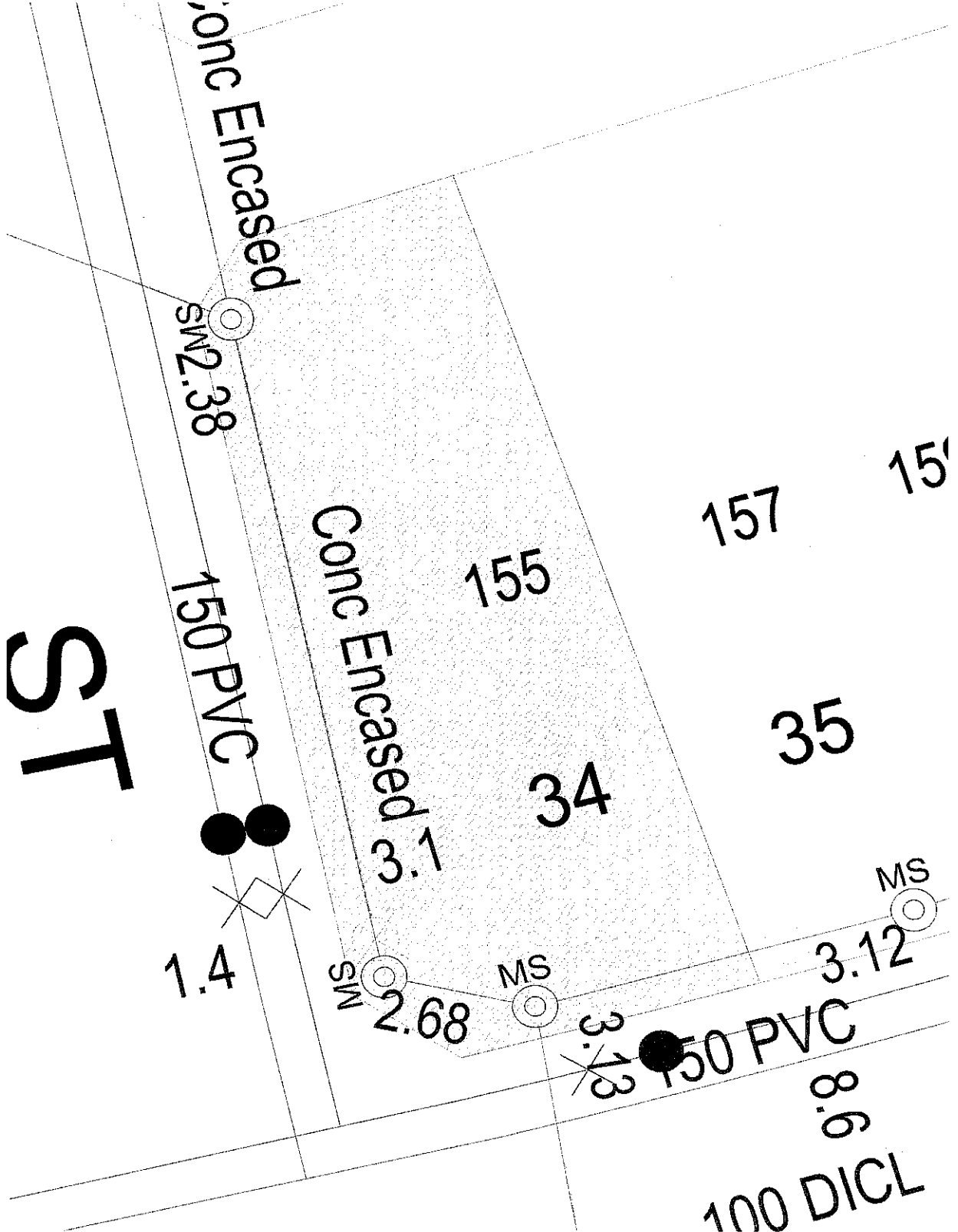
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agreement, covenant or other similar instrument that restricts the carrying out of that development does not apply to the extent necessary to serve that purpose.

- (2) This clause does not apply:
- (a) to a covenant imposed by the relevant council or that the relevant council requires to be imposed, or
  - (b) to any prescribed instrument within the meaning of section 183A of the *Crown Lands Act 1989*, or
  - (c) to any conservation agreement within the meaning of the *National Parks and Wildlife Act 1974*, or
  - (d) to any Trust agreement within the meaning of the *Nature Conservation Trust Act 2001*, or
  - (e) to any property vegetation plan within the meaning of the *Native Vegetation Act 2003*, or
  - (f) to any biobanking agreement within the meaning of Part 7A of the *Threatened Species Conservation Act 1995*, or
  - (g) to any planning agreement within the meaning of Division 6 of Part 4 of the Act.
- (3) This clause does not affect the rights or interests of any public authority under any registered instrument.
- (4) Under section 28 of the Act, the Governor, before the making of this clause, approved of subclauses (1)–(3).

**Note.** This clause does not affect the operation of any conservation agreement between the Commonwealth and this State made under the *Environment Protection and Biodiversity Conservation Act 1999* of the Commonwealth.

**Service Location Print**  
Application Number: 8000408451



Document generated at 02-02-2021 12:51:23 PM

**Disclaimer**

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

# Asset Information

## Legend

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

**Disclaimer**

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

## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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

2 February 2021

**Infotrack Pty Limited**

**Reference number: 8000408449**

**Property address: 155 Bardia Ave Bardia NSW 2565**

**Sewer service diagram is not available**

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

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

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

Yours sincerely



Greg Staveley  
Manager Business Customers



Revenue

Enquiry ID 3409266  
Agent ID 81429403  
Issue Date 02 Feb 2021  
Correspondence ID 1719327312  
Your reference 7035: FAN, Xun -  
Sale of

INFOTRACK PTY LIMITED  
DX Box 578  
SYDNEY

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

This information is based on data held by Revenue NSW.

---

Land ID	Land address	Taxable land value
D1240733/34	155 BARDIA AVE BARDIA 2565	\$425 000

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 tax year.

Yours sincerely,

Scott Johnston  
Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

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

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

### When is a certificate not clear from land tax?

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

### How do I clear a certificate?

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

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

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

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

### How do I get an updated certificate?

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

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

### Land value, tax rates and thresholds

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

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries

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

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

## OCCUPATION CERTIFICATE - 200065/01 - WHOLE - (RESIDENTIAL)

Issued under Part 6 and 8 Division 3 of the Environmental Planning and Assessment Act 1979 Sections 6.3 and 6.5 (Occupation/Use of a New Building)

### APPLICANT DETAILS

**Applicant:** Xun Fan  
**Address:** unit 1 , 94 Durham Street, Hurstville NSW 2220  
**Phone:** 0412009241  
**Fax:**

### OWNER DETAILS

**Name of the person having benefit of the development consent:** Xun Fan  
**Address:** unit 1 , 94 Durham Street, Hurstville NSW 2220  
**Phone:** 0412009241

### RELEVANT CONSENTS

**Consent Authority / Local Government Area:** Campbelltown City Council  
**Complying Development Certificate Number:** 200035/01  
**Date Issued:** 14/04/2020  
**Decision made under:** Part 3C SEPP ( Exempt and Complying Development Codes ) 2008

### PROPOSAL

**Address of Development:** 155 Bardia Avenue, Bardia NSW 2565  
**Type of Occupation Certificate:** Whole  
**Building Classification:** 1a, 10a  
**Scope of Building Works Covered by this Notice:** Two Storey Dwelling  
**Attachments:** Schedule 1  
**Fire Safety Schedule:** N/A  
**Exclusions:**

### PRINCIPAL CERTIFYING AUTHORITY

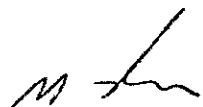
**Certifying Authority:** Miro Trivuncevic  
**Accreditation Body:** NSW Fair Trading BDC2120

### DETERMINATION

**Approval Date:** 21/12/2020

I, Miro Trivuncevic, as the certifying authority, certify that:

- I have been appointed as the Principal Certifying Authority under s6.5;
- A current Development Consent or Complying Development Certificate is in force with respect to the building;
- A Construction Certificate has been issued with respect to the plans and specifications for the building;
- The building is suitable for occupation or use in accordance with its Classification under the Building Code of Australia;
- Where required, a final Fire Safety Certificate has been issued for the building;
- Where required, a report from the Commissioner of Fire Brigades has been considered.



Miro Trivuncevic

**N.B.** Right of Appeal: Under s6.5, where the Certifying Authority is Council, an applicant may appeal to the Land & Environment Court against the refusal to issue an Occupation Certificate within 12 months from the date of the decision.

**SCHEDULE 1: DOCUMENTATION REQUIRED TO ISSUE OCCUPATION CERTIFICATE**

<b>Prepared by</b>	<b>Document Name</b>
Owners	OC application
Bulletproof waterproofing	Waterproof certificate
Rentokill	Termite certificate
Bradman's	Window and Door glazing certificate
Jade Electrical	Smoke alarm certificate
Jade Electrical	Electrical certificate
D and M Consulting	Pier and slab inspection certificates
Bradford	Insulation certificate
Apex Surveying	Final survey
Premium Building certifiers	Critical stage inspection summary
All general air conditioning	Air Con certificate
Stairman	Non slip certificate
Eco glaze	Showerscreen glazing certificate
Nathan Reay	Plumbing certificate
Nathan Reay	Stormwater diagram
Nathan Reay	Gas certificate
Daniel Lettieri	Bushfire completion certificate
Daniel Lettieri	Basix completion certificate
AWPM	Sewer - Sydney water completion certificate
Miro Trivuncevic	Basix lodgement receipt

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property: Unit  
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 (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 and recorded as the owner of the Property on the strata roll, free from all other interests.
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 together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
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 and the common property is available, that there are no encroachments by or upon the Property or the common property.
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. In respect of the Property and the common property:
  - (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 Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (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.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

**Applications, Orders etc**

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
  - (b) notices of or investigations by the Owners Corporation;
  - (c) notices or orders issued by any Court; or
  - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
  - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

**Owners Corporation management**

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
  - (b) when does the term or each appointment expire; and
  - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
  - (e) the preparation and review of the 10 year plan for the capital works fund; and
  - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

**Capacity**

45. 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**

46. 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.
47. 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.
48. 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.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. 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.

# Certificate in respect of insurance for residential building work

**Policy No:** HBCF20015811

**Policy Date:** 06/04/2020

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

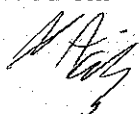
<b>Period of Insurance</b>	The contract of insurance provides cover for both the construction period and the warranty period.
<b>In respect of</b>	New Single Dwelling Construction
<b>Description of construction as advised by builder^</b>	Double storey dwelling with detached garage
<b>At</b>	155 Bardia Avenue Bardia New South Wales 2565
<b>Site plan number^</b>	NA
<b>Site plan type^</b>	NA
<b>Homeowner</b>	Xun Fan
<b>Carried out by</b>	Crystele Designer Homes Pty Ltd
<b>Licence number</b>	254239C
<b>Builder job number^</b>	
<b>Contract amount^</b>	\$408,700.00
<b>Contract date^</b>	18/02/2020
<b>Premium paid</b>	\$4,232.09
<b>Cost of additional products or services under contract</b>	Nil - no additional services.
<b>Price (including GST and Stamp Duty)</b> <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract.</small>	\$5,074.28

**^Additional information**

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

**Certificate No:** HBCF20015811

**Issued on:** 06/04/2020



**Nathan Agius, General Manager, General Lines Underwriting**  
**Signed on behalf of the insurer**

**icare** HBCF

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

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