

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	AUSREALTY 7 Padstow Parade, Padstow NSW 2211	phone: (02) 9071 8668 email: ibrahim.merjan@ausrealty.com.au ref: Ibrahim Merjan

co-agent

vendor Akad Sargon DINKHA and Lydya S Y DANIAL
9 Bergin Circuit, LEPPINGTON, NSW 2179

vendor's solicitor Shiba Legal
Office 2, 64 Smart Street, FAIRFIELD NSW 2165

date for completion 42 days after the contract date
land (address, plan details and title reference) 9 BERGIN CCT LEPPINGTON NSW 2179
Lot 5052 DEPOSITED PLAN 1213170
Folio Identifier 5052/1213170

(clause 15)

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

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

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

inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			

exclusions**purchaser****purchaser's solicitor**

price deposit balance _____

(10% of the price, unless otherwise stated)

contract date _____ (if not stated, the date this contract was made)

Where there is more than one purchaser JOINT TENANTS

tenants in common in unequal shares, specify:

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 4)

Manual transaction (clause 30) NO yes

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

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

Land tax is adjustable	<input type="checkbox"/> NO	<input type="checkbox"/> yes	
GST: Taxable supply	<input type="checkbox"/> NO	<input type="checkbox"/> yes in full	<input type="checkbox"/> yes to an extent
Margin scheme will be used in making the taxable supply	<input type="checkbox"/> NO	<input type="checkbox"/> 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*** NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

<p>General</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	<p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60
--	--

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's 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)

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

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

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

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 Normally, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third business day after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
 - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
 - 4.1.2 a *party* serves a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
 - bear equally any disbursements or fees; and
 - otherwise bear that *party*'s own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
 - 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
 - 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 Normally, the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
 - 4.7.2 create and *populate* an *electronic transfer*;
 - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
 - 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 4.11.2 all certifications required by the *ECNL* are properly given; and
 - 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* 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 *serving* 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 *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
 - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and - 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –

- 16.5.1 the price less any –
 - deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.

- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 Normally, the vendor must give the purchaser vacant possession of the *property* on completion.

- 17.2 The vendor does not have to give vacant possession if –

- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

- 17.3 Normally, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
 - 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
 - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
 - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
 - 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
 - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
 - 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

- **Transfer**

- 30.2 *Normally*, the purchaser must serve the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.
- 30.4 If the purchaser serves a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

- **Place for completion**

- 30.6 *Normally*, the *parties* must complete at the completion address, which is –

 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 30.6.3 in any other case - the vendor's *solicitor*'s address stated in this contract.

- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

- **Payments on completion**

- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –

 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –

 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –

 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land. Should there be any conflict between any Special Conditions and any conditions of the printed contract, the Special Conditions will prevail.

1. Amendments to Printed Form of Contract for the sale and purchase of land 2022 conditions

- (a) Clause 2.2 is amended by removing the word “Normally”;
- (b) Clause 5 is deleted in its entirety;
- (c) Clause 6.2 is deleted in its entirety;
- (d) Clause 7.1.1 - “5%” is amended to read “\$1.00”;
- (e) Clause 7.2.1 – “10%” is amended to read “\$1.00”;
- (f) Clause 8.1.1 is amended by removing the words “on reasonable grounds”
- (g) Clause 9.1 is amended to remove the words “(to a maximum of 10% of the price)”.
- (h) Clause 10.1 is amended by inserting the words “or delay completion” after the word “terminate”;
- (i) Clause 10.2 is amended by inserting the words “to make a claim or requisition” after the word “rescind”;
- (j) Clause 11.2 is amended by inserting the words “unless by the purchaser then” after the words “rescinded or terminated”.
- (k) Clause 12.1 is amended to insert the words “other than a building certificate” after the word “report”.
- (l) Clause 12.2.1 is amended to insert the words “other than a building certificate” after the word “report”.
- (m) Clause 23.9, 23.13, 23.14, 25, 26, 28 and 29 are deleted in their entirety;
- (n) Clause 24.4.3 is amended by removing the words “at least 2 business days before the date for completion” and including “on completion”;

2. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

3. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of Printed clause 19 hereof shall apply.

4. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) Subject to building works for any alterations or additions to the property;
- (f) Shall not raise any further requisitions with except to the one provided by the Vendor in this contract; and
- (g) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

5. Late completion/submission of transfer

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, ten per cent (10%) interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

Costs: If the purchaser fails to complete this contract on or before the completion date otherwise than through the default of the vendor, and if the vendor's solicitor issues Notice to complete, then in addition to the payment of interest pursuant to this clause, the purchaser shall also pay to the vendor the sum of Three Hundred And Thirty Dollars (\$330.00 including GST) to cover the legal costs and other expenses incurred as a consequence of the delay, as a genuine pre-estimate of those additional expenses, to be allowed by the purchaser as an additional adjustment on completion.

The purchaser expressly acknowledges that the payment of interest under this Special Condition hereof are reasonable and reflects the vendor's genuine pre-estimate of loss resulting from such delay and such payment is an essential term of the Contract and the vendor shall be at liberty to not complete this contract unless such payment is made.

6. Agent

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

7. Swimming Pools Act 1992

If there is a swimming pool or spa on the property then:

- (a) The vendor does not warrant that the swimming pool or spa on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under that Act.

- (b) The Purchaser agrees that after completion the Purchaser will comply with the requirements of the Act and regulations relating to access to the swimming pool and spa and the erection of a warning notice.

8. Smoke alarms

For the purposes of the *Conveyancing (Sale of Land) Regulation 2005*, Regulation 15: as the Contract relates to land on which a building is situated and smoke alarms or heat alarms are required by *Division 7A (Smoke alarms) of Part 9 (Fire safety and matters concerning the Building Code of Australia)* of the *Environmental Planning and Assessment Regulation 2000* the Vendor(s) acknowledge and advise that smoke alarms or heat alarms have been installed in the building as required by Regulation 186A of the *Environmental Planning and Assessment Regulation 2000*.

9. Whole of Agreement

The purchaser acknowledges that the purchaser does not rely in this contract upon any warranty or representation made except as are expressly provided herein but has relied entirely upon the purchaser's inspection of the property and the purchaser's own enquires relating thereto.

10. Discharge of Encumbrances

The vendor shall not be required to register prior to completion any Mortgage or Mortgages, lease, Writ or Writs registered on the Title to the subject property and/or remove any Caveat or Caveats and the purchaser shall accept on completion a Discharge of any such Mortgage or Mortgages, Writ or Writs or a withdrawal of

Caveat or Caveats in duly registrable form together with an allowance for the registration fees payable to the land titles office.

11. Deposit bond

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

12. Release of deposit for payment of deposit and duty on another property

- (a) Despite the provisions of Printed clause 2 of this contract, the parties agree that the vendor is entitled to use all of the deposit paid by the purchaser under this contract towards payment of:
 - (i) The deposit; and/or
 - (ii) The stamp duty on another property.
- (b) The purchaser agrees to release absolutely all of the deposit for the purposes set out in this clause immediately on exchange as requested by the Vendor and shall provide written authority to the deposit holder for the release of all of the deposit as required.

13. Investment of Deposit

If this contract provides for the investment of the deposit the parties must promptly advise the deposit holder of their respective tax file numbers and do all things reasonably necessary to facilitate the investment of the deposit.

14. Extension of Completion Date

The Purchaser acknowledges and agrees that the Vendor retains the right to extend the completion date by a further 2 weeks or to elect to retain the completion date as incorporated in the Contract. This condition is an essential term of the Contract and is not negotiable. The Vendor will make this election in writing within seven (7) days of the completion date as incorporated in the Contract.

15. Vendor remain in possession after completion

Subject to the Vendor entering into a licence agreement the Purchaser will permit the Vendor to remain in possession of the property from the actual date of Completion until _____ at a market value rental per week.

16. Foreign purchaser

The purchaser warrants:

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

17. Foreign Resident Capital Gains Withholding Payments

In the event that this sale is of a property with a value of \$750,000.00 dollars or more then:

(a) Clearance certificate or variation

- (i) The vendor must immediately advise the purchaser whether a clearance certificate or variation notice from the Australian Taxation Office will be provided.
- (ii) A clearance certificate or variation must be given at least 7 days prior to settlement.

(b) Withholding and remission of payment

- (i) If the vendor gives a clearance certificate, the purchaser must not withhold any amount.
- (ii) If the vendor gives the purchaser a variation notice, the purchaser must withhold the amount specified in that notice.
- (iii) In the event that the vendor does not provide a clearance certificate or a variation notice prior to settlement then the purchaser must withhold 12.5% of the purchase price on account of the Foreign Resident Capital Gains Withholding Payment.
- (iv) The purchaser must remit to the Australian Taxation Office any amount withheld on account of the Foreign Resident Capital Gains Withholding Payment as soon as possible following settlement.

(c) Compliance costs

The vendor must pay to the purchaser costs of \$330 as an adjustment on settlement for withholding and remittance of the Foreign Resident Capital Gains Withholding Payment.

(d) Vendor to indemnify purchaser

In the event that for any reason the purchaser becomes liable to pay an amount to the Australian Taxation Office on account of a liability arising out of the obligations of the vendor and purchaser under the Taxation Administration Act 1953 then the vendor indemnifies and holds harmless the purchaser from all amounts for which the purchaser becomes liable.

18. GST Good and Service Tax

The Purchaser agrees that if this transaction is subject to any Goods and Services Tax or a similar added tax ("GST") then such tax is additional to the purchase price and is payable by the purchaser.

19. Land Tax Payable by Purchaser Notwithstanding

Notwithstanding any other provision herein relating to the payment of land tax by the Purchaser – if the Vendor is liable to pay land tax on the subject property (as per clause 14) for any given year and the completion day nominated herein stipulates a date prior to the 31 December of the given year and the Purchaser delays completion or requests a completion date after 31 December – the Purchaser shall pay the Vendor on completion as part of the settlement monies the land tax.

20. Gender Interpretation

In this agreement words importing the neuter gender shall include the masculine and feminine genders and words importing the masculine gender shall include the feminine and neuter genders. Words importing the singular shall include the plural and vice versa.

21. Changes to contract by solicitor

Notwithstanding any rule of law or equity to the contrary each party hereto hereby authorised his solicitor named herein or any employee of such solicitor to make any alterations to this contract including adding annexures thereto after it has been signed or executed by such party (but only up to and including the date hereof) and any such alteration shall be binding upon the party deemed hereby to have authorised the same and if such alteration had been made before this contract was so signed or executed by him and any annexure so added shall form part of this contract as if the same were annexed prior to the contract being so signed or executed aforesaid.

22. State Environmental Planning Policies

The Vendor discloses that SEPP28 has been repealed and that some provisions of SEPP25 and SEPP12 that allowed subdivision of dual occupancies may be inaccurate in respect of these matters.

23. Section 47 Land Tax certificate

The Vendor warrants and the Purchaser acknowledges that the Vendor will provide section 47 Land Tax Certificate, in accordance to the provisions of the Conveyancing (Sale of Land) Regulation 2010 as amended, to the Purchaser not later than 7 days prior to Settlement/completion of this Contract. The Vendor further warrants and the Purchaser acknowledges the Vendor will attend to payment, if applicable, to clear such certificate on Settlement/Completion of this Contract, and the Purchaser cannot make a claim or requisition or rescind, delay settlement or terminate in regard to this clause.

24. Special Levies

~~The parties agree that:~~

- (i) ~~Where any special or extraordinary levy was struck prior to the date of this contract and was struck for the purpose of repayment of expenditure incurred prior to this Contract, then the payment of such levy is the sole responsibility of the Vendor;~~
- (ii) ~~Where any special or extraordinary levy was struck prior to the date of this Contract and was struck for the purpose of future expenditure and is payable in part or full after the date of this Contract, then it is the sole responsibility of the~~
 - (a) ~~Vendor to pay that portion of the levy incurred prior to the date of this Contract,~~
 - (b) ~~Purchaser to pay that portion of the levy that will be incurred after the date of this Contract.~~

~~This clause will not merge on completion.~~

25. Section 184/Section 26 Certificate

~~This clause applies only if the land (or part of it) is a Lot in a Strata, Neighbourhood or Community Scheme (or on completion is to be a Lot in a Scheme of that kind).~~

- (i) ~~The Purchaser shall be responsible for applying to the holder of the Strata or Community Title records for the Section 184 Certificate under the Strata Schemes Management Act 1996 or for the Section 265 Certificate under the Community Land Management Act 1989. The Purchaser shall not be entitled to delay completion or make any requisition or objection arising from the Purchaser's failure to apply for the said Certificate.~~
- (ii) ~~The Vendor hereby authorises the Purchaser to apply for the Section 184 Certificate under the Strata Schemes Management Act 1996 or for the Section~~

~~26 Certificate under the Community Land Management Act 1989 in relation to the Lot and the Purchaser undertakes to provide a copy of the said Certificate to the Vendor at least five (5) business days prior to completion.~~

- (iii) ~~Should the Purchaser fail to procure the Section 184 Certificate under the Strata Schemes Management Act 1996 or for the Section 26 Certificate under the Community Land Management Act 1989 in relation to the Lot, the Vendor shall be entitled to charge liquidated damages in accordance with Special Condition 5 of the Contract for Sale of Land.~~

26. Errors in Adjustments

Each party to this Contract agrees that If on completion of any apportionment of outgoings required to be made under this Contract is overlooked or Incorrectly calculated, any party upon being so requested by the other party, shall forthwith make the correct calculation and pay such amount to the other party as shown by such calculation to be payable. This clause shall not merge on completion of this contract.

27. Service of Notices

In addition to the Printed Conditions, for the purposes of the service of any notice, letter, document or plan by mail which is required to be so served pursuant to this Contract, such notice shall be deemed to have been sufficiently served on the date which is two days after the date of posting provided further that if such notice is served by facsimile transmission or by electronic mail (email) to the party required to be served, then such notice shall be deemed to be sufficiently served on the date sent. For the avoidance of doubt, each party agrees to service of notices by facsimile transmission or electronic mail (email). For the purpose of this clause the email address of a party is the email address set out in the contract of sale or notified from time to time by the addressee to the sender and the fax number of a party is the fax number set out in the Contract or as notified from time to time by the addressee to the sender.

28. Execution and Exchange

- (a) This agreement may be exchanged by exchanging electronic copies of the agreement duly executed by the parties and in that event the parties will, without delay, forward signed original copies of the agreement to each other and the signed original copies will be dated the date electronic copies of the duly executed agreement were exchanged.
- (b) Without limiting any other method of signing or delivery permitted by law, each party agrees that:
- (i) each party may sign and deliver this agreement electronically; and
- (ii) the electronic signature, whether digital or encrypted, of a party on any of the documents giving effect to this agreement has the same force and effect as his other manual or 'wet ink' signature.

-
- (c) Transmission by electronic means of a signed counterpart of this agreement (whether signed electronically or otherwise) has the same effect as physical delivery of the hard copy bearing an original manual or 'wet ink' signature of the signatory.

29. Conditions of sale of land by auction

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

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

- 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.
- 2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) 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
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.

-
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.

30. Reduced Deposit

- (a) The Purchaser acknowledges that the Vendor is normally entitled to require payment of a deposit equal to 10% of the price on the date of this Contract.
- (b) In the event that the Vendor has accepted less than 10% of the price as a deposit, if the Purchaser defaults in the observance or performance of any of the Purchaser's obligations under this Contract, the Purchaser must pay to the Vendor the balance required to make up 10% of the price immediately upon demand by the Vendor.
- (c) If the Purchaser fails to pay the additional amount on demand by the Vendor, the Vendor may recover the additional amount from the Purchaser as a debt.



FOLIO: 5052/1213170

SEARCH DATE	TIME	EDITION NO	DATE
-----	-----	-----	-----
10/7/2024	4:17 PM	2	9/11/2018

LAND

LOT 5052 IN DEPOSITED PLAN 1213170
AT LEPPINGTON
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF MINTO COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1213170

FIRST SCHEDULE

LYDYA S Y DANIAL
AKAD SARGON DINKHA
AS JOINT TENANTS (T AN846178)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1213170 EASEMENT FOR SUPPORT 0.3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1213170 EASEMENT FOR SUPPORT 0.3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1213170 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 5 DP1213170 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 6 DP1213170 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 7 DP1213170 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 8 AN846179 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

242377

PRINTED ON 10/7/2024

* 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.

SCHEDULE OF REFERENCED MARKS PLACED		EASEMENT SCHEDULE	
N°	BEARING	DISTANCE	TYPE
RM1	359°46'25"	3.25	DH&W
	359°46'25"	11.58	DH&W
RM2	52°37'20"	4.905	DH&W
RM3	127°44'05"	2.27	DH&W
	127°44'05"	4.61	DH&W
RM4	9°11'	3.27	DH&W
RM5	355°46'25"	3.315	DH&W
RM6	355°46'25"	12.515	DH&W
RM7	4°36'05"	11.74	DH&W
RM8	370°50"	3.34	DH&W
RM9	359°46'25"	3.755	DH&W
RM10	277°47'10"	14.0	DH&W
RM11	355°46'25"	3.37	DH&W
RM12	359°46'25"	12.265	DH&W
RM13	359°46'25"	3.12	DH&W
RM14	76°91'55"	3.715	DH&W
RM15	229°31'40"	3.885	DH&W
RM16	264°03'55"	14.13	DH&W
RM17	205°6'735"	12.14	DH&W
RM18	359°46'25"	3.37	DH&W
RM19	126°58'40"	12.51	DH&W
RM20	20°0'00"	12.805	DH&W
RM21	359°46'25"	5.25	DH&W
RM22	226°45'40"	3.26	DH&W
RM23	92°20'40"	12.66	DH&W
RM24	355°46'25"	3.39	DH&W
RM25	359°46'25"	12.505	DH&W
RM26	0°14'30"	3.305	DH&W
RM27	139°46'25"	20.595	DH&W
RM28	135°49'35"	12.565	DH&W
RM29	281°46'30"	11.75	DH&W
RM30	31°0'6'30"	3.605	DH&W
RM31	31°0'6'30"	12.29	DH&W
RM32	575°40"	3.715	DH&W
RM33	575°40"	12.1	DH&W

EASEMENT TO DRAIN WATER 15 WIDE
① EASEMENT FOR SUPPORT 13 WIDE
② RESTRICTION ON THE USE OF LAND (NO.4)
③ EASEMENT FOR SUPPORT 0.3 WIDE (DP123167)
④ EASEMENT FOR UNDERGROUND CABLES 3 WIDE (DP123166)

SSM204730 FD
ESTABLISHED

MGA ZONE 56
SCMS

Z

RM SSM204638 FD	RM SSM204731 PL	RM SSM204732 PL
ESTABLISHED	ESTABLISHED	ESTABLISHED
183°16'45"-79555	SSM204633 FD	SSM204730 FD
183°16'41"-79553	(SURVEY)	(SURVEY)
153°43'11"-77404	SSM204729 FD	SSM204730 FD
153°43'11"-77405	(SURVEY)	(SURVEY)
153°43'11"-77405	SSM204729 FD	SSM204730 FD
153°43'11"-77405	(SURVEY)	(SURVEY)

SSM204730 FD
ESTABLISHED

MGA ZONE 56
SCMS

Z

RM SSM204730 PL	RM SSM204731 PL	RM SSM204732 PL
ESTABLISHED	ESTABLISHED	ESTABLISHED
183°16'45"-79555	SSM204633 FD	SSM204730 FD
183°16'41"-79553	(SURVEY)	(SURVEY)
153°43'11"-77404	SSM204729 FD	SSM204730 FD
153°43'11"-77405	(SURVEY)	(SURVEY)
153°43'11"-77405	SSM204729 FD	SSM204730 FD
153°43'11"-77405	(SURVEY)	(SURVEY)

SSM204730 FD
ESTABLISHED

MGA ZONE 56
SCMS

Z

RM SSM204730 PL	RM SSM204731 PL	RM SSM204732 PL
ESTABLISHED	ESTABLISHED	ESTABLISHED
183°16'45"-79555	SSM204633 FD	SSM204730 FD
183°16'41"-79553	(SURVEY)	(SURVEY)
153°43'11"-77404	SSM204729 FD	SSM204730 FD
153°43'11"-77405	(SURVEY)	(SURVEY)
153°43'11"-77405	SSM204729 FD	SSM204730 FD
153°43'11"-77405	(SURVEY)	(SURVEY)

SSM204730 FD
ESTABLISHED

MGA ZONE 56
SCMS

Z

RM SSM204730 PL	RM SSM204731 PL	RM SSM204732 PL
ESTABLISHED	ESTABLISHED	ESTABLISHED
183°16'45"-79555	SSM204633 FD	SSM204730 FD
183°16'41"-79553	(SURVEY)	(SURVEY)
153°43'11"-77404	SSM204729 FD	SSM204730 FD
153°43'11"-77405	(SURVEY)	(SURVEY)
153°43'11"-77405	SSM204729 FD	SSM204730 FD
153°43'11"-77405	(SURVEY)	(SURVEY)

SSM204730 FD
ESTABLISHED

MGA ZONE 56
SCMS

Z

RM SSM204730 PL	RM SSM204731 PL	RM SSM204732 PL
ESTABLISHED	ESTABLISHED	ESTABLISHED
183°16'45"-79555	SSM204633 FD	SSM204730 FD
183°16'41"-79553	(SURVEY)	(SURVEY)
153°43'11"-77404	SSM204729 FD	SSM204730 FD
153°43'11"-77405	(SURVEY)	(SURVEY)
153°43'11"-77405	SSM204729 FD	SSM204730 FD
153°43'11"-77405	(SURVEY)	(SURVEY)

SSM204730 FD
ESTABLISHED

MGA ZONE 56
SCMS

Z

RM SSM204730 PL	RM SSM204731 PL	RM SSM204732 PL
ESTABLISHED	ESTABLISHED	ESTABLISHED
183°16'45"-79555	SSM204633 FD	SSM204730 FD
183°16'41"-79553	(SURVEY)	(SURVEY)
153°43'11"-77404	SSM204729 FD	SSM204730 FD
153°43'11"-77405	(SURVEY)	(SURVEY)
153°43'11"-77405	SSM204729 FD	SSM204730 FD
153°43'11"-77405	(SURVEY)	(SURVEY)

SSM204730 FD
ESTABLISHED

MGA ZONE 56
SCMS

Z

RM SSM204730 PL	RM SSM204731 PL	RM SSM204732 PL
ESTABLISHED	ESTABLISHED	ESTABLISHED
183°16'45"-79555	SSM204633 FD	SSM204730 FD
183°16'41"-79553	(SURVEY)	(SURVEY)
153°43'11"-77404	SSM204729 FD	SSM204730 FD
153°43'11"-77405	(SURVEY)	(SURVEY)
153°43'11"-77405	SSM204729 FD	SSM204730 FD
153°43'11"-77405	(SURVEY)	(SURVEY)

SSM204730 FD
ESTABLISHED

MGA ZONE 56
SCMS

Z

RM SSM204730 PL	RM SSM204731 PL	RM SSM204732 PL
ESTABLISHED	ESTABLISHED	ESTABLISHED
183°16'45"-79555	SSM204633 FD	SSM204730 FD
183°16'41"-79553	(SURVEY)	(SURVEY)
153°43'11"-77404	SSM204729 FD	SSM204730 FD
153°43'11"-77405	(SURVEY)	(SURVEY)
153°43'11"-77405	SSM204729 FD	SSM204730 FD
153°43'11"-77405	(SURVEY)	(SURVEY)

SSM204730 FD
ESTABLISHED

MGA ZONE 56
SCMS

Z

RM SSM204730 PL	RM SSM204731 PL	RM SSM204732 PL
ESTABLISHED	ESTABLISHED	ESTABLISHED
183°16'45"-79555	SSM204633 FD	SSM204730 FD
183°16'41"-79553	(SURVEY)	(SURVEY)
153°43'11"-77404	SSM204729 FD	SSM204730 FD
153°43'11"-77405	(SURVEY)	(SURVEY)
153°43'11"-77405	SSM204729 FD	SSM204730 FD
153°43'11"-77405	(SURVEY)	(SURVEY)

SSM204730 FD
ESTABLISHED

MGA ZONE 56
SCMS

Z

RM SSM204730 PL	RM SSM204731 PL	RM SSM204732 PL
ESTABLISHED	ESTABLISHED	ESTABLISHED
183°16'45"-79555	SSM204633 FD	SSM204730 FD
183°16'41"-79553	(SURVEY)	(SURVEY)
153°43'11"-77404	SSM204729 FD	SSM204730 FD
153°43'11"-77405	(SURVEY)	(SURVEY)
153°43'11"-77405	SSM204729 FD	SSM204730 FD
153°43'11"-77405	(SURVEY)	(SURVEY)

SSM204730 FD
ESTABLISHED

MGA ZONE 56
SCMS

Z

RM SSM204730 PL	RM SSM204731 PL	RM SSM204732 PL
ESTABLISHED	ESTABLISHED	ESTABLISHED
183°16'45"-79555	SSM204633 FD	SSM204730 FD
183°16'41"-79553	(SURVEY)	(SURVEY)
153°43'11"-77404	SSM204729 FD	SSM204730 FD
153°43'11"-77405	(SURVEY)	(SURVEY)
153°43'11"-77405	SSM204729 FD	SSM204730 FD
153°43'11"-77405	(SURVEY)	(SURVEY)

SSM204730 FD
ESTABLISHED

MGA ZONE 56
SCMS

Z

RM SSM204730 PL	RM SSM204731 PL	RM SSM204732 PL
ESTABLISHED	ESTABLISHED	ESTABLISHED
183°16'45"-79555	SSM204633 FD	SSM204730 FD
183°16'41"-79553	(SURVEY)	(SURVEY)
153°43'11"-77404	SSM204729 FD	SSM204730 FD
153°43'11"-77405	(SURVEY)	(SURVEY)
153°43'11"-77405	SSM204729 FD	SSM204730 FD
153°43'11"-77405	(SURVEY)	(SURVEY)

MGA
SCMS

SCHEDULE OF SHORT CURVED LINES

N°	BEARING	DISTANCE	ARC	RADIUS
6	100°45'40"	12.365	12.37	10.8
7	100°44'11"	10.99	10.995	9.2
8	93°31'05"	12.015	12.025	9.2
9	93°35'10"	13.48	13.49	10.8
10	90°04'55"	1.165	1.165	10.8
11	92°19'25"	1.195	1.195	10.8
12	90°45'15"	3.695	3.695	10.8
13	91°10'40"	4.505	4.505	9.2

SEE

DETAIL 2

9°

SHEET 6

RM SSM20473 PL

202.255

RM SSM204730 PL

911131-75.901

9°

RM SSM204729 FD

NOT ESTABLISHED

REG FD

RIDGE

PRICE

& VARIABLE!

4001

4002

4003

4004

4005

4006

4007

4008

4009

4010

4011

4012

4013

4014

4015

4016

4017

4018

4019

4020

4021

4022

4023

4024

4025

4026

4027

4028

4029

4030

4031

4032

4033

4034

4035

4036

4037

4038

4039

4040

4041

4042

4043

4044

4045

4046

4047

4048

4049

4050

4051

4052

4053

4054

4055

4056

4057

4058

4059

4060

4061

4062

4063

4064

4065

4066

4067

4068

4069

4070

4071

4072

4073

4074

4075

4076

4077

4078

4079

4080

4081

4082

4083

4084

4085

4086

4087

4088

4089

4090

4091

4092

4093

4094

4095

4096

4097

4098

4099

4100

4101

4102

4103

4104

4105

4106

4107

4108

4109

4110

4111

4112

4113

4114

4115

4116

4117

4118

4119

4120

4121

4122

4123

4124

4125

4126

4127

4128

4129

4130

4131

4132

4133

4134

4135

4136

4137

4138

4139

4140

4141

4142

4143

4144

4145

4146

4147

4148

4149

4150

4151

4152

4153

4154

4155

4156

4157

4158

4159

4160

4161

4162

4163

4164

4165

4166

4167

4168

4169

4170

4171

4172

4173

4174

4175

4176

4177

4178

4179

4180

4181

4182

4183

4184

4185

4186

4187

4188

4189

4190

4191

4192

4193

4194

4195

4196

4197

4198

4199

4200

4201

4202

4203

4204

4205

4206

4207

4208

4209

4210

4211

4212

4213

4214

4215

4216

4217

4218

4219

4220

4221

4222

4223

4224

4225

4226

4227

4228

4229

4230

4231

4232

4233

4234

4235

4236

4237

4238

4239

4240

4241

4242

4243

4244

4245

4246

4247

4248

4249

4250

4251

4252

4253

4254

4255

4256

4257

4258

4259

4260

4261

4262

4263

4264

4265

4266

4267

4268

4269

4270

4271

4272

4273

4274

4275

4276

4277

4278

4279

4280

428

[SEE SHEET 1 FOR SCHEDULE OF EASMENTS]
 [SEE SHEET 2 FOR SCHEDULE OF REFERENCE MARKS PLACED]
 [(RW-DX) DENOTES CUT TO FACE OF CONCRETE BLOCK
 RETAINING WALL 0.19 WIDE STRADING BOUNDARY
 CONC IN DENOTES NAIL PLACED IN TOP OF
 CONCRETE BLOCK RETAINING WALL 0.19 WIDE]

TO SSM204735 PL

5035

5036

5037

5038

5039

5040

5041

5042

5043

5044

5045

5046

5047

5048

5049

5050

5051

5052

5053

5054

5055

5056

5057

5058

5059

5060

5061

5062

5063

5064

5065

5066

5067

5068

5069

5070

5071

5072

5073

5074

5075

5076

5077

5078

5079

5080

5081

5082

5083

5084

5085

5086

5087

5088

5089

5090

5091

5092

5093

5094

5095

5096

5097

5098

5099

5010

5011

5012

5013

5014

5015

5016

5017

5018

5019

5020

5021

5022

5023

5024

5025

5026

5027

5028

5029

5030

5031

5032

5033

5034

5035

5036

5037

5038

5039

5040

5041

5042

5043

5044

5045

5046

5047

5048

5049

5050

5051

5052

5053

5054

5055

5056

5057

5058

5059

5060

5061

5062

5063

5064

5065

5066

5067

5068

5069

5070

5071

5072

5073

5074

5075

5076

5077

5078

5079

5080

5081

5082

5083

5084

5085

5086

5087

5088

5089

5090

5091

5092

5093

5094

5095

5096

5097

5098

5099

5010

5011

5012

5013

5014

5015

5016

5017

5018

5019

5020

5021

5022

5023

5024

5025

5026

5027

5028

5029

5030

5031

5032

5033

5034

5035

5036

5037

5038

5039

5040

5041

5042

5043

5044

5045

5046

5047

5048

5049

5050

5051

5052

5053

5054

5055

5056

5057

5058

5059

5060

5061

5062

5063

5064

5065

5066

5067

5068

5069

5070

5071

5072

5073

5074

5075

5076

5077

5078

5079

5080

5081

5082

5083

5084

5085

5086

5087

5088

5089

5090

5091

5092

5093

5094

5095

5096

5097

5098

5099

5010

5011

5012

5013

5014

5015

5016

5017

5018

5019

5020

5021

5022

5023

5024

5025

5026

5027

5028

5029

5030

5031

5032

5033

5034

5035

PLAN FORM 6 (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 9 sheet(s)

Office Use Only

Office Use Only

Registered:  26.10.2018**DP1213170**

Title System: TORRENS

**PLAN OF SUBDIVISION OF
LOT 5 IN DP1232307 AND EASEMENTS WITHIN
LOT 3090 IN DP1213166**

LGA: CAMDEN

Locality: LEPPINGTON

Parish: MINTO

County: CUMBERLAND

Survey Certificate

I, AARON M. HAWKE
of LEAN LACKENBY & HAYWARD L'POOLa surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 24 AUGUST 2018, or*(b) The part of the land shown in the plan (*being/*excluding *)
was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.

Datum Line: 'A' – 'B'

Type: *Urban/*Rural

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

Signature:  Dated: 24/8/18

Surveyor Identification No: 3741

Surveyor registered under
the *Surveying and Spatial Information Act 2002*

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:

Subdivision Certificate

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

Accreditation number:

Consent Authority: Canberra Council

Date of endorsement: 11/10/2018

Subdivision Certificate number: 14-2015-993-5File number: DA1.2015.1.993

*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.

Plans used in the preparation of survey/compilation.

**DP1232307 DP1213166 DP1238837
DP536373 DP1210950 DP596839
DP1086624 DP1213167**

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD:

1. PRICE RIDGE (20 WIDE & VARIABLE)
2. BERGIN CIRCUIT (13.1, 15, 16 WIDE & VARIABLE)
3. KETTLE STREET (16 WIDE & VARIABLE)
4. CARROCK ROAD (16 WIDE)
5. BEWHOUSE STREET (16 WIDE)

Surveyor's Reference: 60063

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

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION

Sheet 2 of 9 sheet(s)



Office Use Only

Registered: 26.10.2018

Office Use Only

DP1213170**PLAN OF SUBDIVISION OF
LOT 5 IN DP1232307 AND EASEMENTS WITHIN
LOT 3090 IN DP1213166**

Subdivision Certificate number: 14.2015 - 993.5

Date of Endorsement: 11.10.2018

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

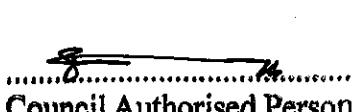
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel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

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (C)
2. EASEMENT FOR SUPPORT 0.3 WIDE (D)
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E)
4. RESTRICTION ON THE USE OF LAND (F)
5. RESTRICTION ON THE USE OF LAND (G)
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND

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

1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH DENOTED (X) IN DP1213166
2. RIGHT OF CARRIAGEWAY 14 WIDE DENOTED (F) IN DP1213167
3. EASEMENT TO DRAIN WATER 14 WIDE & VARIABLE DENOTED (H) IN DP1213167


Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 60063

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION

Sheet 3 of 9 sheet(s)



Office Use Only

Registered: 26.10.2018

Office Use Only

DP1213170

**PLAN OF SUBDIVISION OF
LOT 5 IN DP1232307 AND EASEMENTS WITHIN
LOT 3090 IN DP1213166**

Subdivision Certificate number: 14-2015-993-5

Date of Endorsement: 11.10.2018

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.

SCHEDULE OF STREET ADDRESSES

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
5001	14	PRICE	RIDGE	LEPPINGTON
5002	16	PRICE	RIDGE	LEPPINGTON
5003	18	PRICE	RIDGE	LEPPINGTON
5004	20	PRICE	RIDGE	LEPPINGTON
5005	4	BERGIN	CIRCUIT	LEPPINGTON
5006	6	BERGIN	CIRCUIT	LEPPINGTON
5007	8	BERGIN	CIRCUIT	LEPPINGTON
5008	10	BERGIN	CIRCUIT	LEPPINGTON
5009	12	BERGIN	CIRCUIT	LEPPINGTON
5010	14	BERGIN	CIRCUIT	LEPPINGTON
5011	16	BERGIN	CIRCUIT	LEPPINGTON
5012	18	BERGIN	CIRCUIT	LEPPINGTON
5013	20	BERGIN	CIRCUIT	LEPPINGTON
5014	25	KETTLE	STREET	LEPPINGTON
5015	23	KETTLE	STREET	LEPPINGTON
5016	21	KETTLE	STREET	LEPPINGTON
5017	19	KETTLE	STREET	LEPPINGTON
5018	17	KETTLE	STREET	LEPPINGTON
5019	15	KETTLE	STREET	LEPPINGTON
5020	13	KETTLE	STREET	LEPPINGTON
5021	11	KETTLE	STREET	LEPPINGTON
5022	9	KETTLE	STREET	LEPPINGTON
5023	7	KETTLE	STREET	LEPPINGTON
5024	5	KETTLE	STREET	LEPPINGTON

If space is insufficient use additional annexure sheet

Council Authorised Person

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION

Sheet 4 of 9 sheet(s)



Registered: 26.10.2018

Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF
LOT 5 IN DP1232307 AND EASEMENTS WITHIN
LOT 3090 IN DP1213166**

Subdivision Certificate number: 14-2015-993-5

Date of Endorsement: 11/10/2018

DP1213170

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.

SCHEDULE OF STREET ADDRESSES

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
5025	3	KETTLE	STREET	LEPPINGTON
5026	22	PRICE	RIDGE	LEPPINGTON
5027	24	PRICE	RIDGE	LEPPINGTON
5028	26	PRICE	RIDGE	LEPPINGTON
5029	28	PRICE	RIDGE	LEPPINGTON
5030	4	CARROCK	ROAD	LEPPINGTON
5031	6	CARROCK	ROAD	LEPPINGTON
5032	8	CARROCK	ROAD	LEPPINGTON
5033	10	CARROCK	ROAD	LEPPINGTON
5034	12	CARROCK	ROAD	LEPPINGTON
5035	14	CARROCK	ROAD	LEPPINGTON
5036	16	CARROCK	ROAD	LEPPINGTON
5037	18	CARROCK	ROAD	LEPPINGTON
5038	20	CARROCK	ROAD	LEPPINGTON
5039	22	CARROCK	ROAD	LEPPINGTON
5040	24	CARROCK	ROAD	LEPPINGTON
5041	33	KETTLE	STREET	LEPPINGTON
5042	31	KETTLE	STREET	LEPPINGTON
5043	29	KETTLE	STREET	LEPPINGTON
5044	27	KETTLE	STREET	LEPPINGTON
5045	23	BERGIN	CIRCUIT	LEPPINGTON
5046	21	BERGIN	CIRCUIT	LEPPINGTON
5047	19	BERGIN	CIRCUIT	LEPPINGTON
5048	17	BERGIN	CIRCUIT	LEPPINGTON

.....
 Council Authorised Person

If space is insufficient use additional annexure sheet

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION

Sheet 5 of 9 sheet(s)



Office Use Only

Registered: 26.10.2018

Office Use Only

**PLAN OF SUBDIVISION OF
LOT 5 IN DP1232307 AND EASEMENTS WITHIN
LOT 3090 IN DP1213166**
DP1213170

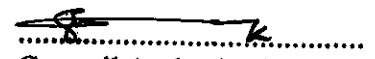
This sheet is for the provision of the following information as required:

- 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.

SCHEDULE OF STREET ADDRESSES

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
5049	15	BERGIN	CIRCUIT	LEPPINGTON
5050	13	BERGIN	CIRCUIT	LEPPINGTON
5051	11	BERGIN	CIRCUIT	LEPPINGTON
5052	9	BERGIN	CIRCUIT	LEPPINGTON
5053	7	BERGIN	CIRCUIT	LEPPINGTON
5054	5	BERGIN	CIRCUIT	LEPPINGTON
5055	3	BERGIN	CIRCUIT	LEPPINGTON
5056	30	PRICE	RIDGE	LEPPINGTON
5057	32	PRICE	RIDGE	LEPPINGTON
5058	34	PRICE	RIDGE	LEPPINGTON
5059	36	PRICE	RIDGE	LEPPINGTON
5060	4	BEWHOUSE	STREET	LEPPINGTON
5061	6	BEWHOUSE	STREET	LEPPINGTON
5062	8	BEWHOUSE	STREET	LEPPINGTON
5063	10	BEWHOUSE	STREET	LEPPINGTON
5064	12	BEWHOUSE	STREET	LEPPINGTON
5065	14	BEWHOUSE	STREET	LEPPINGTON
5066	16	BEWHOUSE	STREET	LEPPINGTON
5067	18	BEWHOUSE	STREET	LEPPINGTON
5068	20	BEWHOUSE	STREET	LEPPINGTON
5069	22	BEWHOUSE	STREET	LEPPINGTON
5070	24	BEWHOUSE	STREET	LEPPINGTON
5071	41	KETTLE	STREET	LEPPINGTON
5072	39	KETTLE	STREET	LEPPINGTON

If space is insufficient use additional annexure sheet


 Council Authorised Person

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION

Sheet 6 of 9 sheet(s)



Office Use Only

Registered: 26.10.2018

Office Use Only

**PLAN OF SUBDIVISION OF
LOT 5 IN DP1232307 AND EASEMENTS WITHIN
LOT 3090 IN DP1213166**

Subdivision Certificate number: 14-2015-9935

Date of Endorsement: 11/10/2018

DP1213170

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.

SCHEDULE OF STREET ADDRESSES

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
5073	37	KETTLE	STREET	LEPPINGTON
5074	35	KETTLE	STREET	LEPPINGTON
5075	23	CARROCK	ROAD	LEPPINGTON
5076	21	CARROCK	ROAD	LEPPINGTON
5077	19	CARROCK	ROAD	LEPPINGTON
5078	17	CARROCK	ROAD	LEPPINGTON
5079	15	CARROCK	ROAD	LEPPINGTON
5080	13	CARROCK	ROAD	LEPPINGTON
5081	11	CARROCK	ROAD	LEPPINGTON
5082	9	CARROCK	ROAD	LEPPINGTON
5083	7	CARROCK	ROAD	LEPPINGTON
5084	5	CARROCK	ROAD	LEPPINGTON
5085	3	CARROCK	ROAD	LEPPINGTON
5086	38	PRICE	RIDGE	LEPPINGTON
5087	40	PRICE	RIDGE	LEPPINGTON
5088	3	BEWHOUSE	STREET	LEPPINGTON
5089	5	BEWHOUSE	STREET	LEPPINGTON
5090	7	BEWHOUSE	STREET	LEPPINGTON
5091	9	BEWHOUSE	STREET	LEPPINGTON
5092	11	BEWHOUSE	STREET	LEPPINGTON
5093	13	BEWHOUSE	STREET	LEPPINGTON
5094	15	BEWHOUSE	STREET	LEPPINGTON
5095	17	BEWHOUSE	STREET	LEPPINGTON
5096	19	BEWHOUSE	STREET	LEPPINGTON

Council Authorised Person

If space is insufficient use additional annexure sheet

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION

Sheet 7 of 9 sheet(s)



Office Use Only

Office Use Only

Registered: 26.10.2018

PLAN OF SUBDIVISION OF
LOT 5 IN DP1232307 AND EASEMENTS WITHIN
LOT 3090 IN DP1213166

Subdivision Certificate number: 14-2015-993-5

Date of Endorsement: 11/10/2018

DP1213170

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.

SCHEDULE OF STREET ADDRESSES

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
5097	21	BEWHOUSE	STREET	LEPPINGTON
5098	23	BEWHOUSE	STREET	LEPPINGTON
5099	43	KETTLE	STREET	LEPPINGTON
5100	2	CLOUT	STREET	LEPPINGTON
5101	4	CLOUT	STREET	LEPPINGTON
5102	6	CLOUT	STREET	LEPPINGTON
5103	8	CLOUT	STREET	LEPPINGTON
5104	51	BERGIN	CIRCUIT	LEPPINGTON
5105	49	BERGIN	CIRCUIT	LEPPINGTON
5106	47	BERGIN	CIRCUIT	LEPPINGTON
5107	45	BERGIN	CIRCUIT	LEPPINGTON
5108	43	BERGIN	CIRCUIT	LEPPINGTON
5109	41	BERGIN	CIRCUIT	LEPPINGTON
5110	39	BERGIN	CIRCUIT	LEPPINGTON
5111	37	BERGIN	CIRCUIT	LEPPINGTON
5112	35	BERGIN	CIRCUIT	LEPPINGTON
5113	33	BERGIN	CIRCUIT	LEPPINGTON
5114	31	BERGIN	CIRCUIT	LEPPINGTON
5115	29	BERGIN	CIRCUIT	LEPPINGTON
5116	27	BERGIN	CIRCUIT	LEPPINGTON
5117	34	KETTLE	STREET	LEPPINGTON
5118	36	KETTLE	STREET	LEPPINGTON
5119	38	KETTLE	STREET	LEPPINGTON
5120	40	KETTLE	STREET	LEPPINGTON

Council Authorised Person

If space is insufficient use additional annexure sheet

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION

Sheet 8 of 9 sheet(s)



Registered: 26.10.2018

Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF
LOT 5 IN DP1232307 AND EASEMENTS WITHIN
LOT 3090 IN DP1213166**

Subdivision Certificate number: 14-2015-993-5

Date of Endorsement: 11/10/2018

DP1213170

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.

SCHEDULE OF STREET ADDRESSES

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
5121	42	KETTLE	STREET	LEPPINGTON
5122	44	KETTLE	STREET	LEPPINGTON
5123	46	KETTLE	STREET	LEPPINGTON
5124	48	KETTLE	STREET	LEPPINGTON
5125	50	KETTLE	STREET	LEPPINGTON
5126	24	BERGIN	CIRCUIT	LEPPINGTON

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 60063

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION

Sheet 9 of 9 sheet(s)



Registered: 26.10.2018

Office Use Only

Office Use Only

DP1213170

PLAN OF SUBDIVISION OF
LOT 5 IN DP1232307 AND EASEMENTS WITHIN
LOT 3090 IN DP1213166

Subdivision Certificate number: 16-2015-993-5

Date of Endorsement: 11.10.2018

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.

I certify that the person signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed the Instrument in my presence.

Witness (Signature)

JAMES DUNBAR
Name of Witness (Print Name)

1150 CAMDEN VALLEY WAY
LEPPINGTON 279

Address of Witness

Witness (Signature)

JAMES DUNBAR

Name of Witness (Print Name)

1150 CAMDEN VALLEY WAY
LEPPINGTON 279

Address of Witness

Signed at Hurstville, the 11th day of October 2018 for Commonwealth Bank of Australia A.C.N. 123 123 124 by its duly appointed Attorney under Power of Attorney Book 4548 No. 494 14-07-2008

Witness:

Mary Tahmazian

If space is insufficient use additional annexure sheet

Executed by the persons named below who signed this instrument as directors of D & AI Pty Limited (ABN 96 136 122 220) pursuant to section 127 of the Corporations Act (2001)

Director (Signature)

Name of Director (Print Name)

275 THE NORTHFIELD RD
Address of Director Brinbury 2556

Director (Signature)

Name of Director (Print Name)

lot 751 NORTHERN RD
Brinbury 2556.

Address of Director

Rod Friedrich
Corporate Analyst
Corporate Financial Services
Sydney South

11/10/18

Council Authorised Person

OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

ePlan

(Sheet 1 of 14 Sheets)

Plan: DP1213170

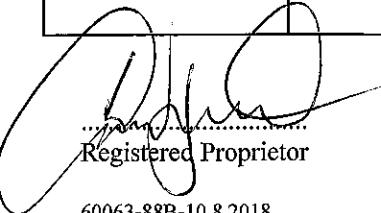
Plan of Subdivision of Lot 5 in DP 1232307 and easements within Lot 3090 in DP 1213166 covered by Council's Subdivision Certificate No. 14.2015.993.5

Full name and address
of the owner of the land:

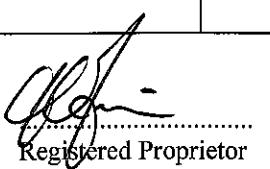
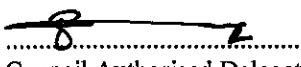
D & A I Pty Limited
ABN 96 136 122 220
975 The Northern Road
Bringelly NSW 2567

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 lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 1.5 wide (C)	5002 5003 5004 5024 5023 5022 5008 5020 5019 5018 5016 5015 5014 5028 5029 5058 5057 5056 5086 5119 5120 5121 5122 5123 5124 5125 5104	5001 5001, 5002 5001, 5002, 5003 5025 5025, 5024 5025, 5024, 5023 5025, 5024, 5023, 5022 5021 5021, 5020 5021, 5020, 5019 5021, 5020, 5019, 5018 5021, 5020, 5019, 5018, 5016 5021, 5020, 5019, 5018, 5016, 5015 5027 5027, 5028 5059 5059, 5058 5059, 5058, 5057 5087 5118 5118, 5119 5118, 5119, 5120 5118, 5119, 5120, 5121 5118, 5119, 5120, 5121, 5122 5118, 5119, 5120, 5121, 5122, 5123 5118, 5119, 5120, 5121, 5122, 5123, 5124 5118, 5119, 5120, 5121, 5122, 5123, 5124, 5125


Registered Proprietor

60063-88B-10.8.2018


Registered Proprietor
Council Authorised Delegate

OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

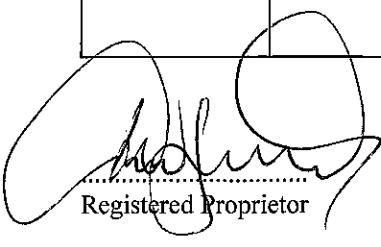
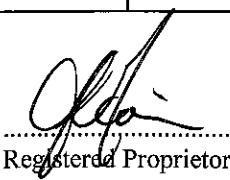
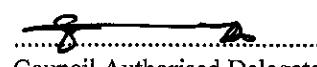
ePlan

(Sheet 2 of 14 Sheets)

Plan: DP1213170

Plan of Subdivision of Lot 5 in
DP 1232307 and easements
within Lot 3090 in DP 1213166
covered by Council's
Subdivision Certificate No. 14.2015.993.5

1	Easement to drain water 1.5 wide (C) continued	5115 5114 5113	5116, 5117 5117, 5116, 5115 5117, 5116, 5115, 5114
2	Easement for support 0.3 wide (D)	5003 5004 5005 5006 5007 5008 5009 5010 5011 5012 5013 5014 5015 5016 5017 5018 5019 5020 5021 5022 5023 5024 5029 5030 5031 5032 5033 5034 5035 5036 5037 5038 5039 5040 5041	5005 5005 5003, 5004, 5006, 5024 5005, 5007, 5023, 5024 5006, 5008, 5022, 5023 5007, 5009, 5021, 5022 5008, 5010, 5020, 5021 5009, 5011, 5019, 5020 5010, 5012, 5018, 5019 5011, 5013, 5018 5012, 5014, 5015, 5016, 5018 5013, 5015 5013, 5014, 5016 5013, 5015, 5017, 5018 5016, 5018 5011, 5012, 5013, 5016, 5017, 5019 5010, 5011, 5018, 5020 5009, 5010, 5019, 5021 5008, 5009, 5020, 5022 5007, 5008, 5021, 5023 5006, 5007, 5022, 5024 5005, 5006, 5023 5030 5029, 5031, 5054, 5055 5030, 5032, 5053, 5054 5031, 5033, 5052, 5053 5032, 5034, 5051, 5052 5033, 5035, 5050, 5051 5034, 5036, 5049, 5050 5035, 5037, 5048, 5049 5036, 5038, 5047, 5048 5037, 5039, 5046, 5047 5038, 5040, 5045, 5046 5039, 5041, 5042, 5043, 5045 5040


Registered Proprietor
Registered Proprietor
Council Authorised Delegate

**OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919.**

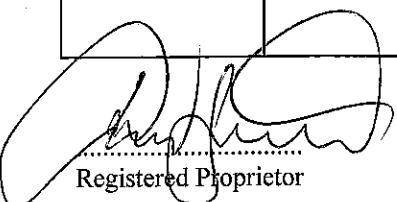
ePlan

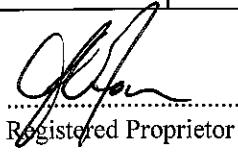
(Sheet 3 of 14 Sheets)

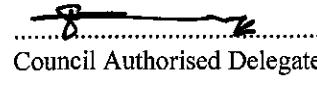
Plan: **DP1213170**

Plan of Subdivision of Lot 5 in
DP 1232307 and easements
within Lot 3090 in DP 1213166
covered by Council's
Subdivision Certificate No. 14.2015.993.5

2	Easement for support 0.3 wide (D) continued	5042 5043 5044 5045 5046 5047 5048 5049 5050 5051 5052 5053 5054 5055 5056 5057 5058 5060 5061 5062 5063 5064 5065 5066 5067 5068 5069 5070 5071 5072 5073 5074 5075 5076 5077 5078 5079 5080	5040, 5043 5040, 5042, 5045 5045 5043, 5044, 5046, 5039, 5040 5038, 5039, 5045, 5047 5037, 5038, 5046, 5048 5036, 5037, 5047, 5049 5035, 5036, 5048, 5050 5034, 5035, 5049, 5051 5033, 5034, 5050, 5052 5032, 5033, 5051, 5053 5031, 5032, 5052, 5054 5030, 5031, 5053, 5055 5030, 5054 5085 5058, 5060, 5085 5057, 5060, 5085 5061, 5084, 5085, 5057, 5058 5060, 5062, 5083, 5084 5061, 5063, 5082, 5083 5062, 5064, 5081, 5082 5063, 5065, 5080, 5081 5064, 5066, 5079, 5080 5065, 5067, 5078, 5079 5066, 5068, 5077, 5078 5067, 5069, 5076, 5077 5068, 5070, 5075, 5076 5069, 5071, 5072, 5073, 5075 5070 5070, 5073, 5075 5070, 5072, 5075 5075 5072, 5073, 5074, 5069, 5070 5068, 5069, 5077 5067, 5068, 5076, 5078 5066, 5067, 5077, 5079 5065, 5066, 5078, 5080 5064, 5065, 5079, 5081
---	--	--	--


Registered Proprietor


Registered Proprietor


Council Authorised Delegate

**OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919.**

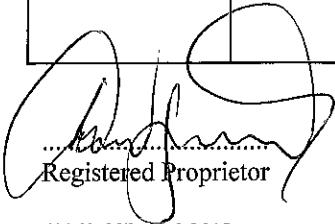
ePlan

(Sheet 4 of 14 Sheets)

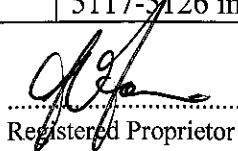
Plan: **DP1213170**

Plan of Subdivision of Lot 5 in
DP 1232307 and easements
within Lot 3090 in DP 1213166
covered by Council's
Subdivision Certificate No. 14.2015.993.5

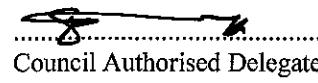
2	Easement for support 0.3 wide (D) continued	5081 5082 5083 5084 5085 5086 5087 5088 5089 5090 5091 5092 5093 5094 5095 5096 5097 5098 5099	5063, 5064, 5080, 5082 5062, 5063, 5081, 5083 5061, 5062, 5082, 5084 5060, 5061, 5083, 5085 5056, 5057, 5058, 5060, 5084 5088 5088 5086, 5087, 5089 5088, 5090 5089, 5091 5090, 5092 5091, 5093 5092, 5094 5093, 5095 5094, 5096 5095, 5097 5096, 5098 5097, 5099 5098
3	Easement for padmount substation 2.75 wide (E)	5126 & 3090 in DP 1213166 (F/I 3090/1213166)	Epsilon Distribution Ministerial Holding Corporation
4	Restriction on the use of land (F)	Part of Lots 5126 & 3090 in DP 1213166 As regards the part shown (F) in the plan	Epsilon Distribution Ministerial Holding Corporation
5	Restriction on the use of land (G)	Part of Lots 5126 & 3090 in DP 1213166 As regards the part shown (G) in the plan	Epsilon Distribution Ministerial Holding Corporation
6	Restriction on the use of land	5001-5126 incl.	Camden Council
7	Restriction on the use of land	5001-5126 incl.	Camden Council
8	Restriction on the use of land	5002, 5003, 5005-5013 incl., 5015, 5016, 5018-5025 incl., 5027, 5028, 5030-5040 incl., 5042, 5043, 5045-5070 incl., 5072, 5073, 5075-5085 incl., 5087-5098 incl., 5101, 5102, 5104-5112 incl., 5114, 5115, 5117-5126 incl.	Every other lot



Registered Proprietor



Registered Proprietor



Council Authorised Delegate

OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.ePlan
(Sheet 5 of 14 Sheets)Plan: **DP1213170**

Plan of Subdivision of Lot 5 in DP 1232307 and easements within Lot 3090 in DP 1213166 covered by Council's Subdivision Certificate No. 14.2015.993.5

9	Restriction on the use of land	5001, 5004, 5014, 5017, 5026, 5029, 5041, 5044, 5071, 5074, 5086, 5099, 5100, 5103, 5113 & 5116	Every other lot except the lot burdened
10	Restriction of the use of land	Each lot	Every other lot

Part 1A Release

1	Right of carriageway variable width denoted (X) in DP 1213166	Lot 5 in DP 1232307	Camden Council
2	Right of carriageway 14 wide denoted (F) in DP 1213167	Lot 5 in DP 1232307	Camden Council
3	Easement to drain water 14 wide & variable denoted (H) in DP 1213167	Lot 5 in DP 1232307	Camden Council

Part 2 (Terms)**1. Terms of the easement to drain water 1.5 wide numbered 1 in the plan:**

As set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 as amended.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 1 in the plan – Camden Council.

2. Terms of the easement for support 0.3 wide numbered 2 in the plan:**2.1 The owner of the Lot Benefited may:**

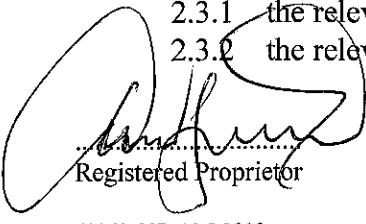
- 2.1.1 construct, repair, maintain and replace a retaining wall within the easement site to the extent reasonably necessary to support the surface and the subsurface of the Lot Benefited, or any part of it, (**Retaining Wall**):
- 2.1.2 use the Retaining Wall for the support of the Lot Benefited

2.2 The Owner of the Lot Burdened must not do, or suffer to be done, any of the following:

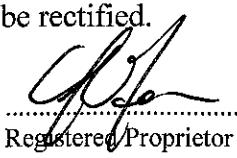
- 2.2.1 anything that does, or may, affect the stability of the Retaining Wall; or
- 2.2.2 interfere with the Retaining Wall in any way

2.3 If the Owner of the Lot Burdened breaches clause 2.2, the Owner of the Lot Benefited may serve a notice on the Owner of the Lot Burdened requiring:

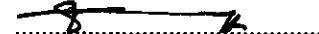
- 2.3.1 the relevant actions to stop; and
- 2.3.2 the relevant breach to be rectified.



Registered Proprietor



Registered Proprietor



Council Authorised Delegate

**OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919.**

ePlan

(Sheet 6 of 14 Sheets)

Plan: **DP1213170**

Plan of Subdivision of Lot 5 in
DP 1232307 and easements
within Lot 3090 in DP 1213166
covered by Council's
Subdivision Certificate No. 14.2015.993.5

- 2.4 If the Owner of the Lot Burdened does not comply with a notice duly issued under clause 2.3, the Owner of the Lot Benefited may enter, use and occupy so much of the Lot Burdened as is reasonably necessary to allow the relevant breach to be rectified. Any reasonable costs incurred by the Owner of the Lot Benefited in exercising their rights under this clause maybe recovered from the Owner of the Lot Burdened.
- 2.5 If the Owner of the Lot Benefited exercises its powers under clause 2.4, it must:
- 2.5.1 ensure any work carried out by it, or its direction, is carried out in a proper and workmanlike manner;
 - 2.5.2 cause as little inconvenience as possible to the occupier of the Lot Burdened;
 - 2.5.3 cause as little damage as is possible to the Lot Burdened, or any structures on that lot;
 - 2.5.4 to the extent that is practicable, restore the Lot Burdened to its former condition; and
 - 2.5.5 make good any collateral damage caused to the Lot Burdened, or any structure on it.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 2 in the plan – Camden Council.

3. Terms of easement for padmount substation 2.75 wide numbered 3 in the plan:

The terms set out in Memorandum No. AK104621 are incorporated in this document subject to replacing the word “Endeavour Energy” with “Epsilon Distribution Ministerial Holding Corporation”.

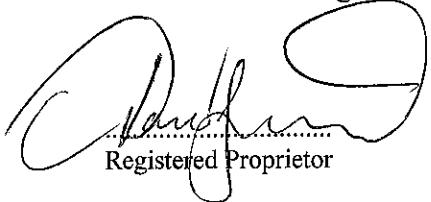
NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 3 in the plan – Epsilon Distribution Ministerial Holding Corporation.

4. Terms of restriction on the use of land numbered 4 in the plan:

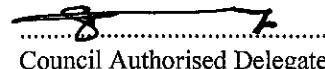
1.0 Definitions

- 1.1 **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.
- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 **erect** includes construct, install, build and maintain.
- 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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


Registered Proprietor


Registered Proprietor


Council Authorised Delegate

**OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919.**

ePlan

(Sheet 7 of 14 Sheets)

Plan: **DP1213170**

Plan of Subdivision of Lot 5 in
DP 1232307 and easements
within Lot 3090 in DP 1213166
covered by Council's
Subdivision Certificate No. 14.2015.993.5

- 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
 - 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
 - 2.3 the owner provides the authority benefited with an engineer's certificate to this effect.
- 3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 4.1 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.
 - 4.2 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 whose consent is required to release, vary or modify the restriction numbered 4 in the plan – Epsilon Distribution Ministerial Holding Corporation.

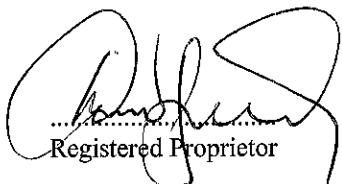
5. Terms of restriction on the use of land numbered 5 in the plan:

1.0 Definitions

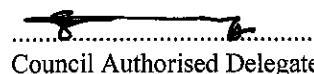
- 1.1 **erect** includes construct, install, build and maintain.
- 1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System


Registered Proprietor


Registered Proprietor


Council Authorised Delegate

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

ePlan
(Sheet 8 of 14 Sheets)

Plan: DP1213170

Plan of Subdivision of Lot 5 in
DP 1232307 and easements
within Lot 3090 in DP 1213166
covered by Council's
Subdivision Certificate No. 14.2015.993.5

- 3.1 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 distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation 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 distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 3.2. 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 whose consent is required to release, vary or modify the restriction numbered 5 in the plan – Epsilon Distribution Ministerial Holding Corporation.

6. Terms of restriction on the use of land numbered 6 in the plan:

No Dwelling may be erected on any Lot Burdened unless the footings of that Dwelling are designed by a suitably qualified civil and / or structural engineer.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 6 in the plan – Camden Council.

7. Terms of restriction on the use of land numbered 7 in the plan:

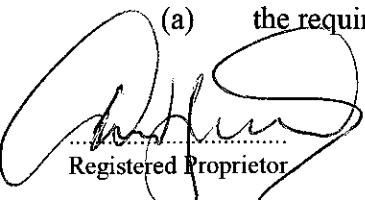
No Dwelling may be erected on any Lot Burdened unless the dwelling, landscaping and associated works for that Dwelling are constructed in accordance with Report on Lot Classification, Proposed Residential Subdivision, Stage 5, Emerald Hills Estate, Leppington, NSW, prepared by Douglas Partners dated August 2018, Project 76553.37.R002.Rev1

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 7 in the plan – Camden Council.

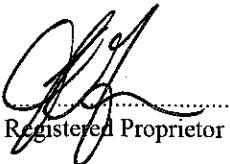
8. Terms of restriction on the use of land numbered 8 in the plan:

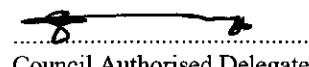
- 8.1 No fence may be erected or permitted to remain on the Lot Burdened that:
 - 8.1.1 exceeds 1.8 metres in height when erected on the side or rear boundary of the relevant Lot Burdened, other than any fence that is required to be of greater height in accordance with:

- (a) the requirements of any relevant statutory authority; or


Registered Proprietor

60063-88B-10.8.2018


Registered Proprietor


Council Authorised Delegate

**OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919.**

ePlan

(Sheet 9 of 14 Sheets)

Plan: **DP1213170**

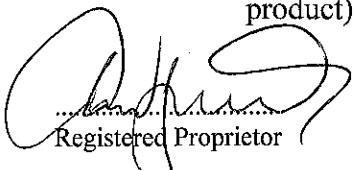
Plan of Subdivision of Lot 5 in
DP 1232307 and easements
within Lot 3090 in DP 1213166
covered by Council's
Subdivision Certificate No. 14.205.993.5

- (b) any other provision of this instrument; or
- 8.1.2 exceeds 1 metre in height at the front boundary;
- 8.1.3 is constructed of materials other than brick, masonry, colorbond® steel, lapped and capped stained timber or lapped and capped pine impregnated with copper chrome arsenate (commonly known as "treated pine"); or
- 8.1.4 is constructed of concrete bricks and/or concrete blocks unless that fence is fixed to retaining walls and posts located on the boundary of the Lot Burdened and:
- (a) cement rendered and painted;
 - (b) coated with cement using the process commonly known as "bagging" and painted; or
 - (c) is coated using the product known as "Granasite" or "Granatex" or any in the manner recommended by the manufacturer of the product used.
- 8.2 The Owner may not seek a contribution, compensation or re-imbursement from D&AI Pty Limited or Emerald Hills Estate Pty Limited for the cost of any fence on the boundary of the Lot Burdened.

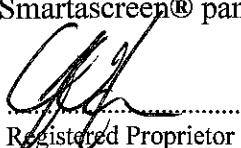
NAME OF CORPORATION whose consent is required to release, vary or modify the restriction numbered 8 in the plan – Emerald Hills Estate Pty Limited until D&AI Pty Limited ceases to own any land originally contained in Certificates of Title Folio Identifiers Lot 10 in DP 1161557, Lot 1 in DP 301830 & Lot 10 in DP 1173819

9. Terms of restriction on the use of land numbered 9 in the plan:

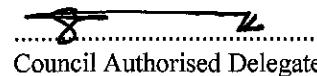
- 9.1 No fence or wall may be erected or permitted to remain on the Lot Burdened that:
- 9.1.1 exceeds 1.8 metres in height when erected on the side or rear boundary of the relevant Lot Burdened, other than any fence that is required to be of greater height in accordance with:
- (a) the requirements of any relevant statutory authority; or
 - (b) any other provision of this instrument; or
- 9.1.2 is constructed of materials other than a combination of reinforced block work, sandstone colour with rock face finish ("Locabloc® or similar matching product) and Lysaght Smartascreen® colour "Grey Ridge" when erected on any boundary adjoining a road reserve or land dedicated to Camden Council in accordance with the following specification:
- (a) in the absence of any retaining wall visible from outside the lot burdened constructed of reinforced blockwork, sandstone colour with rock face finish ("Locabloc® or similar matching product), a suitably engineered footing incorporating two visible courses of blockwork, sandstone colour with rock face finish ("Locabloc® or similar matching product) and Lysaght Smartascreen® panel height trimmed to suit; and



Registered Proprietor



Registered Proprietor



Council Authorised Delegate

**OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919.**

ePlan

(Sheet 10 of 14 Sheets)

Plan: DP1213170

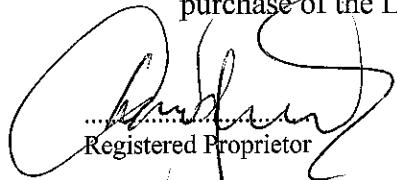
Plan of Subdivision of Lot 5 in
DP 1232307 and easements
within Lot 3090 in DP 1213166
covered by Council's
Subdivision Certificate No. 14.2015.993.5

- (b) vertical reinforce block work piers, sandstone colour with rock face finish ("Locabloc® or similar matching product) at a maximum spacing of two standard colorbond steel fence panels or 4.8 metres, whichever is the maximum. Vertical Piers to be of plan dimension 0.4m x 0.4m and maximum height 1.8m constructed integral to lower block work courses
- 9.1.3 exceeds 1 metre in height at the front boundary.
- 9.2 No retaining wall may be erected or permitted to remain on the Lot Burdened that is constructed on side or rear boundaries of materials other than reinforced block work, sandstone colour with rock face finish ("Locabloc®" or similar matching product).
- 9.3 The Owner may not seek a contribution, compensation or re-imbursement from D&AI Pty Limited or Emerald Hills Estate Pty Limited for the cost of any retaining wall on the boundary of the Lot Burdened.

NAME OF CORPORATION whose consent is required to release, vary or modify the restriction numbered 9 in the plan – Emerald Hills Estate Pty Limited until D&AI Pty Limited ceases to own any land originally contained in Certificates of Title Folio Identifiers Lot 10 in DP 1161557, Lot 1 in DP 301830 & Lot 10 in DP 1173819

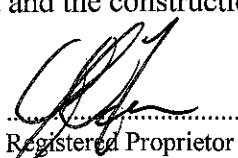
10. Terms of restriction on the use of land numbered 10 in the plan:

- 10.1 The Owner of any Lot Burdened must not:
- 10.1.1 subdivide (**Subdivision**) the Property within ten (10) years of the date of the registration of the plan of subdivision that created the Lot Burdened as a separate title unless they:
- (a) provide all necessary plans and documents that relate to the Subdivision to Emerald Hills Estate Pty Ltd; and
- (b) obtain the consent of Emerald Hills Estate Pty Ltd to the Subdivision (which may be refused or granted with conditions at the discretion of Emerald Hills Estate Pty Ltd);
- 10.1.2 operate, or cause to be operated, a display home within the development known as 'Emerald Hills' of which the property forms a part, for the purpose of displaying, marketing, advertising or promoting the construction of homes on lots within that development other than within any Lot nominated by Emerald Hills Estate Pty Ltd from time to time;
- 10.1.3 keep on the Lot Burdened or any property or public street adjoining that Lot Burdened a truck or commercial vehicle with a weight greater than three and a half (3.5) tonnes TARE;
- 10.1.4 do, or allow to be done, any act where any street and/or footpath and/or tree in any street or property adjoining the Lot Burdened is damaged, destroyed or removed;
- 10.1.5 allow the Lot Burdened to fall into disrepair or an untidy and unkempt condition and maintain the Lot Burdened in a clean and tidy condition, free from the accumulation of rubbish, graffiti and excessive weed and vegetation growth including during the time between the completion of the purchase of the Lot Burdened and the construction of the Dwelling;

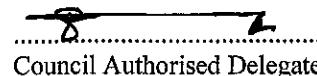


Registered Proprietor

60063-88B-10.8.2018



Registered Proprietor



Council Authorised Delegate

**OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919.**

ePlan
(Sheet 11 of 14 Sheets)

Plan: **DP1213170**

Plan of Subdivision of Lot 5 in
DP 1232307 and easements
within Lot 3090 in DP 1213166
covered by Council's
Subdivision Certificate No. 14.2015.993.5

- 10.1.6 not undertake any installation of radio masts, air conditioning units, satellite dishes and garden sheds that are visible from any street adjoining the Lot Burdened;
- 10.1.7 not park any caravan, trailer, mobile home, transportable dwelling or boat in front of the front building line of the Dwelling; and
- 10.1.8 not undertake any animal breeding operation (whether commercial or otherwise on the Lot Burdened).
- 10.2 No building apart from the Dwelling and/or garden shed erected on the Lot Burdened, may be erected or permitted to remain on the Lot Burdened unless that building is of a design which complements the Dwelling on the Lot Burdened and is constructed of the same or similar materials to those used in the Dwelling.

NAME OF CORPORATION whose consent is required to release, vary or modify the restriction numbered 10 in the plan – Emerald Hills Estate Pty Ltd until D&AI Pty Limited ceases to own any land originally contained in Certificates of Title Folio Identifiers Lot 10 in DP 1161557, Lot 1 in DP 301830 & Lot 10 in DP 1173819.

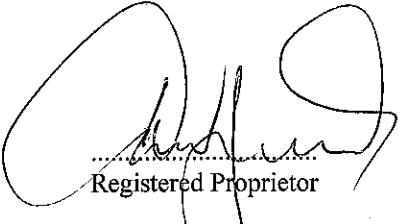
Definitions and interpretation

In this instrument, words beginning with a capital letter that are defined below have the corresponding meaning ascribed to them:

- (i) **Dwelling** means any dwelling erected on the Lot Burdened.
- (ii) **Lot Burdened** means any lot burdened by the relevant covenant or restriction created by this instrument
- (iii) **Owner** means the owner of the relevant Lot Burdened from time to time.

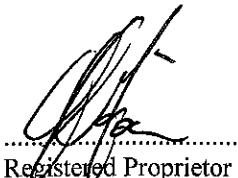
If the terms of any covenant created by this instrument, or any part of it, is found to be invalid or unenforceable then:

- (a) the terms of that covenant are to be severed from this instrument; and
- (b) Such invalidity or unenforceability will not affect the terms of any of the other covenants created under this instrument, or any parts of it, which are valid and enforceable.

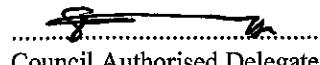


Registered Proprietor

60063-88B-10.8.2018



Registered Proprietor



Council Authorised Delegate

**OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919.**

ePlan

(Sheet 12 of 14 Sheets)

Plan: **DP1213170**

Plan of Subdivision of Lot 5 in
DP 1232307 and easements
within Lot 3090 in DP 1213166
covered by Council's
Subdivision Certificate No. 14.2015.993.5

Execution

Camden Council by its authorised delegate pursuant to s377 Local Government Act 1993.

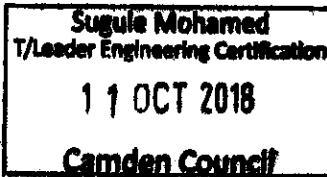
Witness (Signature)

Authorised Delegate (Signature)

Daniel Streater
Name of Witness (Print Name)

SUGULE MOHAMED
Name of Authorised Delegate (Print Name)

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



Rod Friedrich
Corporate Analyst
Corporate Financial Services
Sydney South

11/10/18

Signed at Hurstville, the 11th day of
October 2018 for Commonwealth
Bank of Australia A.C.N. 123 123 124 by
its duly appointed Attorney under Power
of Attorney Book 4548 No. 494 14-07-2008

Witness:

Mary Ichamkertenian

Registered Proprietor
60063-88B-T0.8.2018

Registered Proprietor

Council Authorised Delegate

**OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919.**

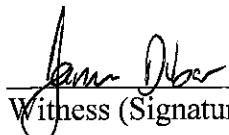
ePlan

(Sheet 13 of 14 Sheets)

Plan: **DP1213170**

Plan of Subdivision of Lot 5 in
DP 1232307 and easements
within Lot 3090 in DP 1213166
covered by Council's
Subdivision Certificate No. 14.2015.993.5

I certify that the person signing
opposite, with whom I am personally
acquainted or as to whose identity I am
otherwise satisfied, signed the
Instrument in my presence.

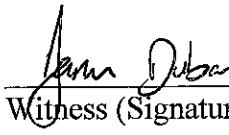

Witness (Signature)

JAMES DUNBAR
Name of Witness (Print Name)

1150 CAMDEN VALLEY WAY

LEPPINGTON 2179

Address of Witness


Witness (Signature)

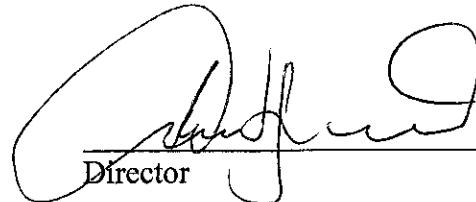
JAMES DUNBAR
Name of Witness (Print Name)

1150 CAMDEN VALLEY WAY

LEPPINGTON 2179

Address of Witness

Executed by the persons name below
who signed this instrument as directors of
D & AI Pty Limited ABN 96 136 122 220
pursuant to section 127 of the Corporations
Act (2001)


Director

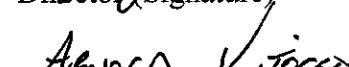

Name of Director (Print Name)

975 The Northern Road

Brinley 2556

Address of Director

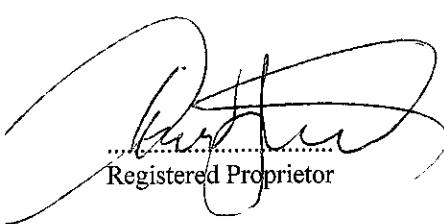

Director (Signature)


Name of Director (Print Name)

Lot 751 Northern Rd

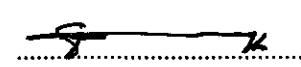
Brinley 2556.

Address of Director


Registered Proprietor

60063-88B-10.8.2018


Registered Proprietor


Council Authorised Delegate

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

ePlan
(Sheet 14 of 14 Sheets)

Plan: **DP1213170**

Plan of Subdivision of Lot 5 in
DP 1232307 and easements
within Lot 3090 in DP 1213166
covered by Council's
Subdivision Certificate No. 14.2015.993.5

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:

Name and position of attorney:
~~Helen Smith~~ Rob Dowds 
Manager Property & Fleet

Loren Vincent

Address of Witness
C/- Endeavour Energy
51 Huntingwood Drive,
Huntingwood 2148

Power of attorney:
Book 4734 No 883

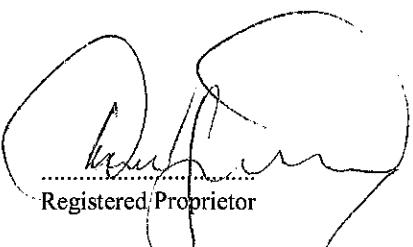
Signing on behalf of:
Endeavour Energy Network Asset
Partnership ABN 30 586 412 717

Endeavour Energy reference:

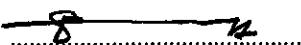
URS 18348

Date of Signature

7/9/18


Registered Proprietor


Registered Proprietor


Council Authorised Delegate

60063-88B-10.8.2018

REGISTERED



26.10.2018



camden
council

PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

APPLICANT: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Certificate number: 20228936
Reference number: 1095100
Certificate issue date: 10/07/2024
Certificate fee: \$69.00
Applicant's reference: 242377
Property number: 1180487
Applicant's email: ecertificates@infotrack.com.au

DESCRIPTION OF PROPERTY

Land Description: LOT: 5052 DP: 1213170
Address: **9 Bergin Circuit LEPPINGTON NSW 2179**

BACKGROUND INFORMATION

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



1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.
- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.
- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—
 - (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) In this section—

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Housing) 2021

SEPP (Planning Systems) 2021

SEPP (Biodiversity and Conservation) 2021

SEPP (Resilience and Hazards) 2021

SEPP (Transport and Infrastructure) 2021

SEPP (Industry and Employment) 2021

SEPP (Resources and Energy) 2021

SEPP (Primary Production) 2021

SEPP (Precincts - Western Parkland City) 2021

SEPP (Sustainable Buildings) 2022

Note: The above SEPPs may apply subject to the relevant criteria and requirements as listed in each chapter of the policies.

LOCAL ENVIRONMENTAL PLANS (LEPs)

Camden Local Environmental Plan 2010.



DEVELOPMENT CONTROL PLANS (DCPs)

Camden Development Control Plan 2019, as amended

PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)

SEPP (Housing) 2021 - Proposed amendments - manufactured home estates, caravan parks and camping grounds

SEPP (Transport and Infrastructure) 2021 – Proposed amendments – protection of fuel pipelines; temporary uses in future infrastructure corridors; an exempt and complying development framework for cemeteries; improving planning processes to deliver infrastructure faster

SEPP (Exempt and Complying Development Codes) 2008 - Proposed amendment – complying development for farm buildings, rural sheds and earthworks

PROPOSED LOCAL ENVIRONMENTAL PLANS (LEPs)

No.

DRAFT DEVELOPMENT CONTROL PLANS (DCPs)

Draft Camden DCP 2019 - Ridgelines and Steep Land Amendment

Note: The above draft SEPPs, draft LEPs or draft DCPs may apply subject to the relevant criteria and requirements as listed in each of these draft instruments.

2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

The following matters apply for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(a) ZONE R2 LOW DENSITY RESIDENTIAL - CAMDEN LOCAL ENVIRONMENTAL PLAN 2010

(b) In this zone, development for the following purposes is –

(i) Permitted without consent

Home occupations

(ii) Permitted with consent

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

(iii) Prohibited



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

(c) Whether additional permitted uses apply to the land,

No.

(d) Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,

No.

(e) Whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016,

No.

(f) Whether the land is in a conservation area, however described,

No.

(g) Whether an item of environmental heritage however described, is located on the land

No.

3 CONTRIBUTIONS

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans

Camden Section 7.11 Contributions Plan – Heavy Haulage 2023

Camden Section 7.12 Development Contributions Plan 2023



(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 –

(a) the name of the region

Greater Sydney Region

(b) the name of the Ministerial planning order in which the region is identified

Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024.

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area

No.

(4) In this section—

continued 7.23 determination means a 7.23 determination that—

- (a) has been continued in force by the Act, Schedule 4, Part 1, and
- (b) has not been repealed as provided by that part.

Note: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4 COMPLYING DEVELOPMENT

(1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

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

HOUSING CODE

Complying development MAY be carried out on the land

RURAL HOUSING CODE

Section 10.7 (2) Certificate

Address: 9 Bergin Circuit LEPPINGTON NSW 2179

Certificate No: 20228936
Certificate Issue Date: 10/07/2024

Page 5 of 15



Complying development MAY be carried out on the land.

LOW RISE HOUSING DIVERSITY CODE

Complying development MAY be carried out on the land.

Note: Under clause 1.19(3B) of the SEPP (Exempt and Complying Development Codes) 2008, development specified in the Low Rise Housing Diversity Code is not complying development under that code if the development is—

- (a) for the purposes of dual occupancies, and
- (b) carried out on land in Zone R2 Low Density Residential, and
- (c) permitted with development consent under SEPP (Housing) 2021, Chapter 3, Part 12 but not under another environmental planning instrument.

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development MAY be carried out on the land

GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land.

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

INLAND CODE

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

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS NEW BUILDINGS CODE

Complying development MAY be carried out on the land.



CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land.

SUBDIVISIONS CODE

Complying development MAY be carried out on the land.

DEMOLITION CODE

Complying development MAY be carried out on the land.

FIRE SAFETY CODE

Complying development MAY be carried out on the land.

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

5 EXEMPT DEVELOPMENT

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

GENERAL EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land



TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

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

6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

- (1) Whether the council is aware that—
 - (a) an affected building notice is in force in relation to the land, or
 - (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
 - (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

(2) In this section—

affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4.

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

No.

7 LAND RESERVED FOR ACQUISITION

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

No.

8 ROAD WIDENING AND ROAD REALIGNMENT

Whether the land is affected by road widening or road realignment under—

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

No.



9 FLOOD RELATED DEVELOPMENT CONTROLS

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

No response required

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Unknown.

(3) In this section—

flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

LAND SLIP

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

BUSH FIRE

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

TIDAL INUNDATION



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

SUBSIDENCE

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

ACID SULFATE SOILS

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

CONTAMINATION

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

AIRCRAFT NOISE

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

SALINITY

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

COASTAL HAZARDS

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

SEA LEVEL RISE

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

11 BUSH FIRE PRONE LAND



(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

No.

12 LOOSE-FILL ASBESTOS INSULATION

If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

No.

13 MINE SUBSIDENCE

Whether the land is declared to be a mine subsidence district, within the meaning of the Coal Mine Subsidence Compensation Act 2017.

No.

14 PAPER SUBDIVISION INFORMATION

(1) The name of a development plan adopted by a relevant authority that—

(a) applies to the land, or

(b) is proposed to be subject to a ballot.

(2) The date of a subdivision order that applies to the land.

(3) Words and expressions used in this section have the same meaning as in the Environmental Planning and Assessment Regulation 2021, Part 10 and the Act, Schedule 7.

Not Applicable

15 PROPERTY VEGETATION PLANS

If the land is land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

No.

16 BIODIVERSITY STEWARDSHIP SITES



If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

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

No.

17 BIODIVERSITY CERTIFIED LAND

If the land is biodiversity certified land under the Biodiversity Conservation Act 2016, Part 8, a statement to that effect.

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

The subject land is biodiversity certified land, under Part 8 of the Biodiversity Conservation Act 2016, or under Part 7AA and/or Schedule 7 Part 7 of the Threatened Species Conservation Act 1995, which remain in force under the Biodiversity Conservation (Savings and Transitional) Regulation 2017.

For more information about biodiversity certification, and the extent of the property that is certified, please visit: www.camden.nsw.gov.au/environment/biodiversity

18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

No.

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

Not Applicable.

20 WESTERN SYDNEY AEROTROPOLIS

Whether under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 the land is—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17,

No.

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

No.



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

Yes, the subject land is shown on the Obstacle Limitation Surface Map.

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

No.

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

Yes, the subject land is located within the 13 kilometre Wildlife Buffer Zone.

21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

No.

22 SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(1) Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—

- the period for which the certificate is current, and
- that a copy may be obtained from the Department.

No.

(2) If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

No.

(3) Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).

No.

(4) In this section—



former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

23 WATER OR SEWERAGE SERVICES

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

Not applicable.

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

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

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

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

No.

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

No.

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

No.

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

No.

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

Yes.



DISCLAIMER AND CAUTION

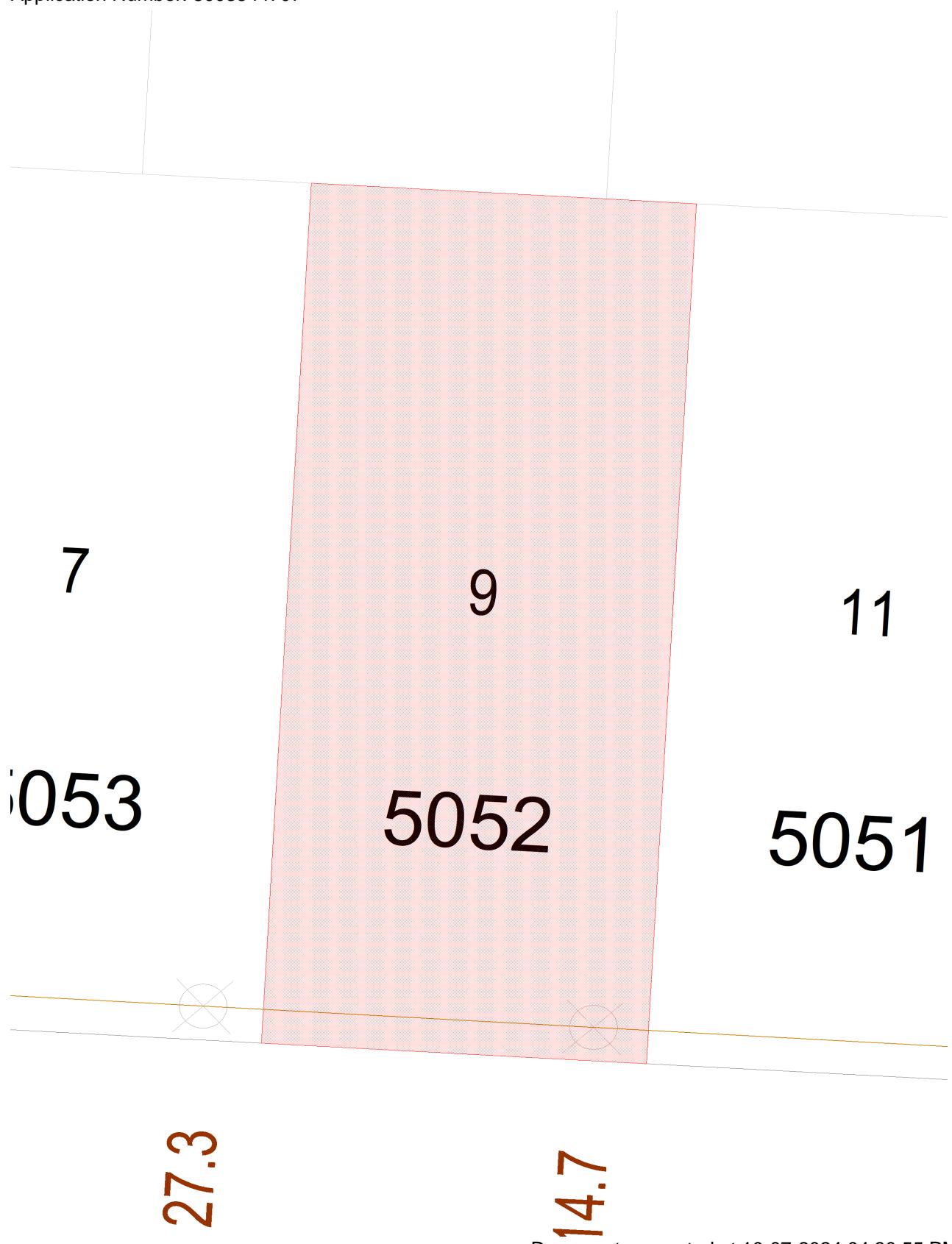
The information on zones, controls etc., given above relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc., apply or are proposed on nearby land then they should make enquiries in person at Council's offices.

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

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

Andrew Carfield
General Manager

Service Location Print
Application Number: 8003544707



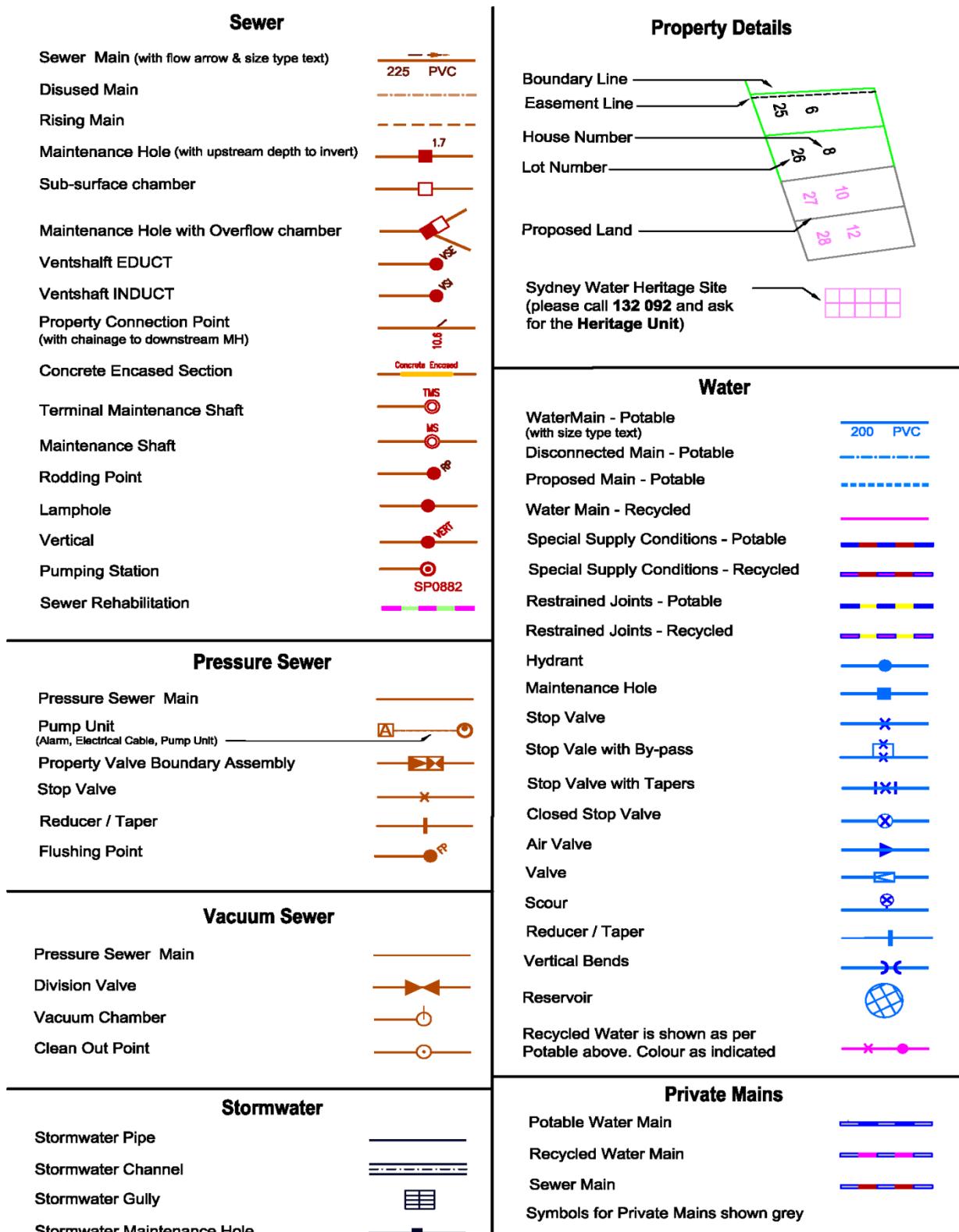
Document generated at 10-07-2024 04:30:55 PM

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



Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

Sewer Service Diagram

Application Number: 8003544706

Document generated at 10-07-2024 04:30:49 PM

Disclaimer

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



NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	54baf8fd
Property Address:	9 BERGIN CIRCUIT LEPPINGTON
Date of Registration:	11 July 2022
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	in ground

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

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

Please remember:

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

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

This is NOT a Certificate of Compliance

OCCUPATION CERTIFICATE - 210518/02 - WHOLE - 210518/01 (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: Akad Sargon and Lydya SY Dinkha
Address: 9 Bergin Circuit, Leppington NSW 2179
Phone: 0431136197
Fax:

OWNER DETAILS

Name of the person having benefit of the development consent: Akad Sargon and Lydya SY Dinkha
Address: 9 Bergin Circuit, Leppington NSW 2179
Phone: 0431136197

RELEVANT CONSENTS

Consent Authority / Local Government Area: Camden Council
Complying Development Certificate Number: 210518/01
Decision Made Under: Part 3C SEPP (Exempt and Complying Development Codes) 2008

PROPOSAL

Address of Development: 9 Bergin Circuit, Leppington NSW 2179
Lot: 5052
DP: DP1213170
Type of Occupation Certificate: Whole
Building Classification: 10b
Scope of Building Works Covered by this Notice: Installation of a concrete Swimming Pool
Type of Construction: N/A
Attachments: Schedule 1
Fire Safety Schedule: N/A
Exclusions:

PRINCIPAL CERTIFYING AUTHORITY

Certifying Authority: Miro Trivuncevic
Accreditation Body: The Secretary for the Department of Fair Trading BDC2120

DETERMINATION

Approval Date: 05/09/2022

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 Complying Development Certificate has been issued with respect to the plans and specifications for the building;
- The building is suitable for occupation or use in accordance with its Classification under the Building Code of Australia;
- Where required, a final Fire Safety Certificate has been issued for the building;
- Where required, a report from the Commissioner of Fire Brigades has been considered.



Miro Trivuncevic

N.B. Right of Appeal: Under s109K, 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 210518/01

DOCUMENTATION RECEIVED

Document
NSW Pool registration Certificate
Glazing Certificate
Water Recirculation Certificate
Electrical Certificate
Engineers Certificate