

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	ASSOCIATED REAL ESTATE SUITE 11, 55 PHILLIP STREET, PARRAMATTA, NSW 2150	Phone: 0409784557 Ref: MAUSUMI E: info@associatedrealestate.com.au
co-agent		
vendor	SMPR INVESTMENTS NO 3 Pty Ltd ABN 78 699 373 146	
vendor's solicitor	Associated Legal Suite 11, Upper Ground Floor, 55 Phillip Street, Parramatta NSW 2150 PO Box 1278, Parramatta 2124 NSW	Phone: (02) 9891 6922 Email: mukuldey@bigpond.net.au Fax: (02) 9891 6055 Ref:
date for completion	SEE SPECIAL CONDITION	(clause 15)
land (address, plan details and title reference)	LOT [] 1 BATAVIA AVENUE , Leppington, New South Wales 2179 Unregistered Plan: Lot [] in an unregistered plan which is part of Lot 37 Plan 1247517 Folio Identifier: LOT 37/1247517	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: NONE – VACANT LAND	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other: NONE – VACANT LAND		

exclusions

purchaser

purchaser's solicitor

price \$

deposit \$

balance \$

contract date

buyer's agent

(10% of the price, unless otherwise stated)

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

vendor	<div style="border: 1px solid black; padding: 5px;"> GST AMOUNT (optional) The price includes GST of: \$ </div>	witness
purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) ☒ NO ☐ yes

Nominated **Electronic Lodgment Network (ELN)** (clause 30): PEXA

Electronic transaction (clause 30) ☐ no ☒ YES
 (if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

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

Land tax is adjustable ☐ NO ☒ yes

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

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

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

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

Purchaser must make a **GSTRW payment** (GST residential withholding payment) ☐ NO ☒ yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name: **SMPR INVESTMENTS NO 3 Pty Ltd**

Supplier's ABN: **ABN 78 699 373 146**

Supplier's GST branch address (if applicable):

Supplier's business address: **20 BURAN ROAD, Pemulwuy, NSW 2145**

Supplier's email address: **som@smpraustralia.com.au**

Supplier's phone number: **0433 117 919 (Som ji)**

Supplier's proportion of **GSTRW payment**: **7% of Purchase Price**

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

SECTION 66W CERTIFICATE

I, _____ of _____, _____, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **LOT [] 1 BATAVIA AVENUE , Leppington**, from **SMPR INVESTMENTS NO 3 Pty Ltd ABN 78 699 373 146** to **JIAN LIN WANG** in order that there is no cooling off period in relation to that contract;
3. I do not act for **SMPR INVESTMENTS NO 3 Pty Ltd ABN 78 699 373 146** and am not employed in the legal practice of a solicitor acting for **SMPR INVESTMENTS NO 3 Pty Ltd ABN 78 699 373 146** nor am I a member or employee of a firm of which a solicitor acting for **SMPR INVESTMENTS NO 3 Pty Ltd ABN 78 699 373 146** is a member or employee; and
4. I have explained to _____:
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

SPECIAL CONDITIONS

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 announce '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
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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.
-

Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	SMPR INVESTMENTS NO 3 Pty Ltd ABN 78 699 373 146
PROPERTY	LOT [] 1 (LOT 37 DP 1247517) BATAVIA AVENUE , Leppington 2179

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type:

DETAILS			
Completion	Completion date will be later of 42 days after date of contract or 21 days from the date of service of Notice by Vendor of registration of Draft Plan of Sub-division	Refer to clause(s):	Clause 48
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Refer to clause(s): Clause 47.2.16
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	(1) Interest for delay in Completion – Clause 45.1 (2) If Notice to Complete is issued then additional legal costs – Clause 45.7 (3) If after making arrangements for settlement, if the Purchaser cancels settlement then additional costs – Clause 45.8
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA2019/889/1 DATED 07/05/2020
Has a principal certifying authority been appointed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Provide details:	
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	1. If Vendor is unable or unwilling to comply with an objection, requisition or claim. - Clause 8.1 as amended. 2. If plan of sub-division is not registered on or before the Sunset date as extended under the contract. – Clause 47.2.3

ATTACHMENTS (*s66ZM(2) of the Conveyancing Act 1919*)

The following prescribed documents are included in this disclosure statement (*select all that apply*).

- | | |
|--|--|
| <input checked="" type="checkbox"/> draft plan | <input type="checkbox"/> draft community/precinct/neighbourhood/
management statement |
| <input checked="" type="checkbox"/> s88B instrument proposed to be lodged with
draft plan | <input type="checkbox"/> draft community/precinct/neighbourhood/
development contract |
| <input type="checkbox"/> proposed schedule of finishes | <input type="checkbox"/> draft strata management statement |
| <input type="checkbox"/> draft strata by-laws | <input type="checkbox"/> draft building management statement |
| <input type="checkbox"/> draft strata development contract | |

LOT [] / 1 BATAVIA AVENUE, LEPPINGTON

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ADDITIONAL PROVISIONS

33. DISCLOSURE STATEMENT

33.1 Disclosure Statement attached to contract

The purchaser acknowledges and agrees that the Disclosure Statement in accordance with section 66ZM of the *Conveyancing Act, 1919* (the Act), (as amended) in accordance with this contract, was provided by the vendor to the purchaser in accordance with the Act.

33.2 No Objection

The purchaser acknowledges and agrees that the purchaser has read and understood the Disclosure Statement and the purchaser must not make any Objection to the Disclosure Statement.

34. AMENDMENTS OF PRINTED PROVISIONS

- (a) in the heading of clause 1, "(a term in italics is a defined term)" is deleted;
- (b) in clause 1, the definition of "party" is amended by inserting after "purchaser", "but not the guarantor";
- (c) in clause 1, the definition of "serve" is replaced with: "serve in writing on the other party or any other person specified";
- (d) in clause 1, the definition of "depositholder" is replaced with " party nominated as the depositholder"
- (e) clause 2.9 (investment of deposit) is deleted;
- (f) clause 3 (Deposit Bond) is deleted.
- (g) clause 4.3 is replaced with:
 - (i) The Purchaser acknowledges that it is an essential condition of this Contract that the Vendor will transfer title only to the Purchaser. The Purchaser is not entitled to require the Vendor to transfer the Property by direction to another person, including but not limited to, a subsequent purchaser from the Purchaser. The Purchaser may not make any Claim in relation to anything contained in this clause 4.3.
 - (ii) Notwithstanding clause 4.3(i) above, the Purchaser is only permitted to assign or novate this contract (or otherwise dispose of its interest in this contract or the property) with the Vendor's prior written consent which may be withheld or granted (with or without conditions) in the Vendor's sole and absolute discretion.
 - (iii) When seeking the Vendor's consent under clause (ii) above, the purchaser must advise the Vendor of the identity of the other party and details of any proposed guarantor.

- (iv) The purchaser acknowledges that, in transferring the property to another person, it must not:
 - (a) use any of the marketing materials in relation to the property, Building or Development Site prepared by, or on behalf, the vendor in connection with that transfer except with the vendor's prior written consent; and
 - (b) the transfer does not relieve the purchaser from any of its obligations under this contract and any other statutory obligations including but not limited to payment of Transfer Duty.
- (v) If the Vendor provides consent under clause (iv) then the purchaser must (at its sole cost and expense, including any reasonable legal costs of the Vendor) procure that the other party and the new guarantor enter into a deed of covenant with the Vendor, on terms acceptable to the Vendor acting reasonably, and that deed incorporates such parts of the contract as are necessary so that the vendor obtains the intended benefit from the clauses in this contract that do not merge on completion.
- (vi) This clause is an essential clause of this contract.
- (h) clause 5.1 is replaced with:
 - (a) If a form of requisition is attached to this contract, then the purchaser is taken to have made those requisitions on the date that the vendor serves the Relevant Documentation Notice"
 - (b) in clause 5.2.1 "within 21 days after the contract date" is deleted and replaced with "within 5 days of the date that the vendor serves the Relevant Documentation Notice."
- (j) clause 7.1.1 is deleted;
- (k) clause 7.1.3 is replaced with:

"the purchaser does not serve notice waiving the claims within 5 business days after the earlier of the day of that service and the day the vendor serves the Relevant Documentation Notice; and",
- (l) by deleting clause 8.1 and inserting the following provision:

The Vendor can rescind if:

 - 8.1 *the vendor is unable or unwilling to comply with an objection, requisition or claim;*
 - 8.2 *the vendor serves notice of intention to rescind, which specifies the objection, requisition or claim; and*
 - 8.3 *the purchaser does not serve a notice waiving the objection,*

requisition or claim within 10 business days after that service;

- (m) clause 10.1 line 1 is replaced with: "The purchaser cannot make an objection, claim or requisition, delay completion or rescind or terminate in respect of-";
- (n) in clauses 10.1.8 and 10.1.9, "substance" is replaced with "existence";
- (o) in clause 13.1, "clause" is replaced with "contract";
- (p) in clause 13.4.3, "the" is deleted before "completion" and "date" is deleted after "completion";
- (q) clause 13.7.2 is amended by inserting after the word "Completion" the words "or within 10 business days of a liability arising under this clause 13.7, if it arises after Completion";
- (r) clauses 14.4, 14.5 and 14.7 are deleted;
- (s) clause 16.5 is amended by inserting "the document must be in registrable form and" after "registration," and by deleting ", plus another 20% of that fee";
- (t) clause 18 is amended by adding the following provision:
 - 18.8 *The purchaser cannot make a requisition or claim after entering into possession.*
- (u) clause 20.8 is replaced with:
 - "The provisions of this contract intended to have application after completion continue to apply despite completion.";*
- (v) the following new clause 20.6 is inserted:
 - "20.6.8 served on the purchaser if a drop box link is provided by email or fax to the purchaser's solicitor"; and*
- (w) clauses 22 to 31 are deleted.

35. DEFINITIONS AND INTERPRETATION

35.1 In this contract, unless the context clearly indicates otherwise:

Authority means a governmental or semi-governmental administrative, fiscal or judicial department or entity and a statutory agency or authority.

Bank Guarantee means a bank guarantee for the deposit, or part of the deposit, issued by an issuer satisfactory to the vendor, in its absolute discretion, and in a form satisfactory to the vendor, in its absolute discretion.

Claim means any claim, demand, action, proceeding, judgment, damage, loss, cost, expense or liability however incurred or suffered or made or recovered against any person however arising.

Commissioner means the Commissioner of Taxation;

Consent Authority means the Minister for Planning, any other Minister, the Planning Assessment Commission, a joint regional planning panel, the Council or other public authority having the function to determine the relevant application, as appropriate.

Contact Particulars for a person means the person's residential address, email address, mobile number.

Conveyancing Act means the *Conveyancing Act 1919* (NSW).

Council means Camden Council,

Deposited Plan means the deposited plan or combination of deposited plans based on the Draft Deposited Plan registered in respect of all or part of the Development Site to create one or more residential lots.

Deposited Plan Instrument means the instrument based on the Draft Deposited Plan Instrument that is registered with the Deposited Plan.

Development Site means the land contained within Lot 37 in Deposited Plan 1247517 plus or minus any land determined by the vendor in its absolute discretion.

Development Activities includes:

- (a) any form of demolition work, excavation work or landscaping work within any part of the Development Site;
- (b) any form of building work or work ancillary to or associated with building work within any part of the Development Site, including the construction or installation of Infrastructure;
- (c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition that is considered necessary or desirable by the vendor, including carrying out any other works associated with or ancillary to the development and subdivision of any part of the Development Site;
- (d) placing on, erecting on or attaching to any part of the Development Site, temporary structures, scaffolding, building materials, fences, cranes and other machinery and equipment;
- (e) the subdivision and consolidation of land forming any part of the Development Site; and
- (f) the dedication of land forming any part of the Development Site.

Development Consent means a development consent, or if more than one development consent is required, the development consents granted by a Consent Authority that are necessary to carry out vendor's works to the Development Site and which is on terms acceptable to the vendor in its absolute discretion.

Draft Deposited Plan means an unregistered deposited plan or a combination of unregistered deposited plans based on or in or substantially in the form attached to the Contract.

Relevant Documentation means the Deposited Plan.

FIRB Act means the *Foreign Acquisitions and Takeovers Act 1975* (Cth) and the regulations made under that Act.

FIRB Approval means the Commonwealth Government's approval under the FIRB Act of the purchaser's proposal to the purchase the property, or other notification by the Commonwealth Government stating that it has no objections to the purchaser's proposal to purchase the property.

Front Page means the cover pages of this contract.

Guaranteed Money means all amounts that, whether at law, in equity, under statute or otherwise, are payable, are owing but not currently payable or are contingently owing or that remain unpaid by the purchaser to the vendor at any time or that are reasonably foreseeable as likely, after that time, to fall within any of those categories for any reason.

Guaranteed Obligations means all the purchaser's express or implied obligations to the vendor in connection with this contract or any transaction contemplated by it.

Infrastructure means infrastructure or services to be constructed or installed on the Development Site, as a condition of the Development Consent, a requirement of an Authority or in any other circumstance.

Interest Rate means 12% per annum.

Objection means a Claim, requisition or objection or direction and includes rescind, delay Completion or terminate this Contract.

Purchaser Warranty means each of the warranties given under the contract.

Property Notifications means entries or notations:

- (a) arising from the registration of documents; and
- (b) required to be registered by the Consent Authority, the Registrar-General or any other Authority.

Registrar-General has the meaning given to it in section 21 of the *Interpretation Act 1987* (NSW).

Replaced Draft Deposited Plan means a Draft Deposited Plan that is a Replaced Document for the Replaced Draft Deposited Plan.

Requisitions means the requisitions set out in the Contract.

Selling and Leasing Activities has the meaning given to it in this Contract.

Subsequent Transferee has the meaning given to it in this Contract.

Sunset Date means **30 JUNE 2021** or any day to which that day is extended under this Contract.

Taxation Act means the Taxation Administration Act 1953 (Cth).

35.2 In this contract, unless the context clearly indicates otherwise:

- (a) a reference to this contract means this contract and any document that varies, supplements, assigns or novates this contract;
- (b) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
- (c) an agreement, representation or warranty on the part of 2 or more persons binds them jointly and severally;
- (d) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown and any other organisation or type of legal entity;
- (e) including and includes are not words of limitation;
- (f) the words at any time mean at any time and from time to time;
- (g) the word vary includes add to, delete from or cancel;
- (h) a word that is derived from a defined word has a corresponding meaning;
- (i) if a party is prevented from making any requisition or claim, delaying completion or rescinding or terminating the contract in connection with a matter disclosed in this contract, this includes any matter contemplated by the matter disclosed in contract;
- (j) a reference to a clause, paragraph, schedule, attachment or annexure is a reference to a clause, paragraph, schedule, attachment or annexure of or to this contract;
- (k) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this contract;
- (l) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;

- (m) a reference to a natural person includes their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (n) a reference to a company includes its successors and permitted assigns;
- (o) a reference to a document is a reference to a document of any kind including a plan and includes any variation, modification, amendment, supplement or change to that document;
- (p) a reference to an application is a reference to an application of any kind and includes any variation, modification, amendment, supplement or change to that application;
- (q) where this contract refers to a body or authority that no longer exists, unless otherwise prescribed by law, the parties agree to the substitution of a body or authority having substantially the same objects as the named body or authority;
- (r) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for and any subordinate legislation issued under that legislation or legislative provision;
- (s) a reference to a time is to that time in Sydney;
- (t) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (u) a requirement in this contract to do anything includes a requirement to ensure that thing is done; and
- (v) the singular includes the plural and vice-versa.

35.3 Headings are inserted for convenience and do not affect the interpretation of this contract.

35.4 The table of contents of the additional provisions is inserted for convenience and no entry in it or the lack of an entry in it or a mistake in an entry in it, affects the interpretation of this contract.

35.5 If there is any inconsistency between these additional provisions and clauses 1 to 32, these additional provisions prevail.

36. VENDOR DISCLOSURES

36.1 Subdivision Structure

The vendor discloses the following about the subdivision structure of the Development Site:

- (a) at the date of this contract, the subdivision, titling and governance structure

for the Development Site has not been finalised, and may change from that contemplated and disclosed in this contract;

- (b) it is intended that Lot 37 in DP 1247517 will be subdivided by the Draft Deposited Plan to create residential lots;
- (c) it is intended that the Development Site may and/or will continue to be subdivided subsequent to the registration of the Deposited Plan.

36.2 Intention to register

The vendor discloses that the vendor intends to register:

- (a) the Draft Deposited Plan Instrument with the Draft Deposited Plan; and
- (b) any other document the vendor considers necessary or desirable or which is required by an Authority.

36.3 Services

- (a) The vendor discloses that its arrangements with Authorities providing any service to the Development Site may not have been concluded at the date of this contract.
- (b) The vendor discloses that it will install either before or after completion any services and infrastructure on land adjoining or near to the property (including verges) required to be installed by any consent or approval issued by a relevant Consent Authority in connection with the Development Site.

36.4 Water and Sewerage Authority

The vendor discloses and the purchaser is aware that the position of the Water and Sewerage Authority's sewer on the Development Site at completion may not be as shown in the sewer connection sheet supplied by the Water and Sewerage Authority and that a drainage diagram from the Water and Sewerage Authority is not available in the ordinary course of administration.

36.5 Easements, etc.

The vendor discloses that:

- (a) there may be additional easements, profits a prendre, restrictions on use and positive covenants, or entry into leases, substation leases, indemnities and guarantees that may be imposed or required by the Consent Authority or any other Authority or service provider which are not presently disclosed in this contract; and
- (b) if that is the case, changes may be made to the draft documents attached to this contract in order to meet those requirements.

36.6 Change of Interest

The vendor discloses that the vendor may at any time assign or novate the vendor's interest in this contract.

36.7 Lot references and address of the property

The vendor discloses that:

- (a) the Lot number for the property in the Deposited Plan may be different from the Lot number for the property in the Draft Deposited Plan referred to on the Front Page;
- (b) the number of the Lot or Lots shown as being subdivided in the Draft Deposited Plan may be different from the number of the lot or lots actually subdivided by the Deposited Plan; and
- (c) the total number of lots shown as being created by the Draft Deposited Plan may be different from the total number of lots actually created by the Deposited Plan.

36.8 Consolidation of lots

36.8.1 The vendor discloses and the purchaser is aware that the vendor may, but is not obliged to, consolidate into one Lot certain Lots in the Deposited Plan.

36.8.2 The purchaser agrees that if the vendor takes the action referred to in clause 36.8:

- (a) the action may result in differences between the numbering of lots in the Draft Deposited Plan and the numbering of lots in the Deposited Plan; and
- (b) the action will not detrimentally affect the property to an extent that is substantial.

36.9 Purchaser's Acknowledgment

The purchaser:

- (a) acknowledges each of the disclosures set out in this clause 36;
- (b) agrees the purchaser may not make any Objection (Claim or requisition or rescind or terminate or delay completion) because of any matters referred to or stated in this clause 36;
- (c) must, subject to any specific other rights in this contract, execute all documents, which may include the purchaser's consent as owner of the property, necessary or required by the vendor at its absolute discretion to complete the matters referred to or stated in this clause 36; and
- (d) must not object to or attempt to delay or restrain any applications for development approvals referred to or stated in this clause 36.

37. DEVELOPMENT CONSENT

- 37.1 The vendor discloses and the purchaser acknowledges that the vendor has obtained or needs to obtain Development Consent.
- 37.2 The vendor undertakes use all reasonable endeavours to obtain the Development Consent and complete works on the development site and register the Draft Deposited Plan substantially in the same form on or before the Sunset date (as may be extended under the Contract).
- 37.3 If the vendor does not for any reason obtain the Development Consent by the Sunset Date (as may be extended under the Contract), the vendor can rescind by serving notice at any time after the Conditions Date up until the date that it receives the Development Consent.
- 37.4 The purchaser cannot make any Objection (requisition or claim, delay completion or rescind or terminate) because of anything referred to in this clause 37.

38. MODIFICATION OF DEVELOPMENT CONSENT

- 38.1 The vendor discloses and the purchaser is aware that an application or applications may be made to the Consent Authority to modify the Development Consent.
- 38.2 The purchaser cannot make any requisition or claim, delay completion or rescind or terminate because of any application to modify the Development Consent or the result of any such application unless the result of such application is a difference that detrimentally affects the property to an extent that is substantial, when purchaser can rescind by serving notice within 14 days after the day the vendor serves the Relevant Documentation Notice.

39. PURCHASER'S REPRESENTATIONS AND AGREEMENTS

- 39.1 The purchaser represents and agrees that:
- (a) the purchaser was not induced to enter into this contract by the Vendor or anyone acting on behalf of the Vendor and did not rely on any representations or warranties about the subject matter of this contract (including representations or warranties about the nature or the fitness or suitability for any purpose of the property or about any financial return or income to be derived from the property) except those representations and warranties set out in this contract;
 - (b) in entering into this contract the purchaser has relied entirely on:
 - (i) such inspection of the property as is practicable at the contract date; and
 - (ii) enquiries relating to the property,made by or on the purchaser's behalf;
 - (c) the purchaser has obtained or has been in a position to obtain appropriate

independent advice on and is satisfied about:

- (i) the purchaser's obligations and rights under this contract;
- (ii) the nature of the property and the purposes for which the property can be lawfully used; and
- (iii) all things disclosed by the vendor in this contract.

39.2 The purchaser agrees that the vendor has entered into this contract on the basis that the representations and agreements contained in clause 39.1 are true and not misleading.

39.3 The purchaser agrees that the purchaser may not make any Claim or requisitions or rescind or terminate or delay completion because of any matters referred to or stated in this clause 39.

39.4 This clause does not merge on Completion.

40. SELLING AGENT

- (a) The purchaser warrants that it was not introduced to the property or the vendor directly or indirectly by any agent other than the vendor's agent referred to on the Front Page (if any).
- (b) The purchaser indemnifies and will keep indemnified the vendor from and against:
 - (i) any claim for commission which may be made by an agent as a result of a breach of the purchaser's warranty contained in clause 40(a); and
 - (ii) all costs incurred by the vendor as a result of any such claim for commission.

41. INVESTMENT OF DEPOSIT (IF APPLICABLE)

41.1 The Vendor in its sole and absolute discretion may direct the depositholder:

- (a) to invest the deposit with a bank in New South Wales nominated by the vendor in an interest-bearing account at call in the depositholder's name as stakeholder in trust for the vendor and the purchaser with interest to be reinvested;
- (b) when requested by the vendor, to withdraw the deposit and interest earned on the deposit, less any deductions under clause 41.8, and reinvest the sum withdrawn with another bank in New South Wales nominated by the vendor;
- (c) when requested by the vendor, to withdraw the deposit and interest earned on the deposit in anticipation of completion;
- (d) to withdraw the deposit and interest earned on the deposit on

completion, rescission or termination of this contract (whichever occurs); and

- (e) to pay the interest earned on the deposit, less any deductions under clause 41.6, in accordance with this clause 41.

41.2 Subject to clause 41.8, the vendor and the purchaser are entitled to the interest earned on the deposit, less any deductions under clause 41.6, in equal shares.

41.3 Prior to completion and for the purposes of clause 41.5, the purchaser must provide the deposit-holder with the purchaser's bank account details, including the account number, BSB, name of banking institution.

41.4 The parties acknowledge and agree that the deposit-holder is not required to pay the purchaser's share of interest (if any) into a bank account unless the account is held in the name of the purchaser.

41.5 The parties acknowledge and agree that the depositholder is not required to pay the purchaser's share of interest (if any) into a bank account unless the account is held in the name of the purchaser.

41.6 The depositholder may pay any share of interest to which the purchaser is entitled to:

- (i) the purchaser's solicitor; or
- (ii) the purchaser's nominee,

and payment may be made by way of a transfer or deposit to a bank account or by way of a cheque.

41.7 The parties direct the depositholder to pay to the vendor, the purchaser's share of the interest, if any, earned on the deposit if the purchaser does not comply with clause 41.3, including but not limited to:

- (a) providing incorrect or insufficient account details; or
- (b) providing the name of an account not held in the name of the purchaser.

41.8 If the purchaser's share of interest is paid to the vendor in accordance with clause 41.6, the parties agree that the purchaser has forfeited its right to receive any share of the interest earned on the deposit under this contract and the vendor is entitled to retain all of the interest earned.

42. GST — MARGIN SCHEME

42.1 In this clause 42, Margin Scheme and Taxable Supply have the same meanings as in the GST Act.

42.2 The vendor discloses that the sale of the property is a Taxable Supply and the parties agree that the Margin Scheme is to apply in calculating the GST.

42.3 The parties acknowledge that the price is inclusive of GST.

43. GST WITHHOLDING ON NEW RESIDENTIAL LAND

43.1 The parties acknowledge that:

- (a) the property is classified as new residential land by the Taxation Act;
- (b) the purchaser is obliged to remit part of the purchase price to the Commissioner on completion pursuant to subdivision 14E, schedule 1 of the Taxation Act;
- (c) the purchaser must provide the vendor on completion, with a bank cheque payable to the Commissioner in the amount specified on the Vendor Notice; and
- (d) the vendor has provided the Vendor Notice to the purchaser as required under section 14-255, schedule 1 of the Taxation Act as at the contract date.

44. BANK GUARANTEE

44.1 If the vendor accepts a Bank Guarantee this clause 44 applies.

44.2 The purchaser agrees that if the expiry date of the Bank Guarantee is at any time earlier than 2 months after the Sunset Date, the purchaser must, no later than 2 months before the expiry date of the Bank Guarantee, deliver to the vendor a substitute Bank Guarantee with an expiry date no earlier than 2 months after the Sunset Date.

44.3 If a substitute Bank Guarantee required to be provided under clause 45.2 is not delivered within the specified time the purchaser is taken to have not complied with this contract in an essential respect.

44.4 On completion the purchaser must pay the amount stipulated in the Bank Guarantee to the vendor by unendorsed bank cheque.

44.5 If the purchaser complies with clause 44.4, the vendor must promptly after receipt of the payment return the Bank Guarantee to the purchaser.

44.6 At any time before completion, the purchaser can pay the amount stipulated in the Bank Guarantee to the depositholder by unendorsed bank cheque.

44.7 If the purchaser makes a payment under clause 44.6:

- (a) the amount paid is to be treated in all respects as though it was received under clause 2 as the deposit or part of the deposit, as the case may be, paid to the depositholder before completion; and
- (b) the vendor must promptly after receipt of the payment return the Bank Guarantee to the purchaser.

44.8 If the purchaser does not comply with this contract in an essential respect, or

the vendor rescinds or terminates this contract, the vendor can (without limiting any other rights the vendor may have) demand payment from the issuer of the Bank Guarantee of the amount stipulated in the Bank Guarantee.

44.9 The purchaser must not obtain or seek to obtain an injunction to prevent the vendor from demanding payment from the issuer of the Bank Guarantee under this clause 44.

44.10 Without limitation, if for any reason:

(a) the Bank Guarantee becomes invalid, void or if a demand on the Bank Guarantee is not immediately honoured; or

(b) an Insolvency Event occurs in respect to the issuer of the Bank Guarantee, the vendor can serve notice on the purchaser requiring the purchaser to deliver to the vendor a substitute Bank Guarantee within 7 days time being of the essence.

45. INTEREST, ADJUSTMENTS AND NOTICE TO COMPLETE

45.1 If the purchaser completes this contract but cannot do so on or before the completion date, then on completion:

(a) the purchaser must pay the vendor interest at the Interest Rate on:

(i) the balance of the price;

(ii) any other amount payable on completion by the purchaser to the vendor under this contract; and

(iii) half of the deposit,

from the completion date to and including the date of completion (both days included); and

(b) despite clause 14, adjustments are to be made as at the earlier of:

(i) the completion date; and

(ii) the date possession of the property is given to the purchaser.

45.2 The purchaser cannot require the vendor to complete this contract unless the interest payable under this clause 45 is paid to the vendor on completion.

45.3 The vendor may, in its absolute discretion, completes this contract without receiving the interest payable under clause 45.

45.4 If the vendor completes this contract in accordance with clause 45.3, then the vendor reserves its rights to claim interest under this clause 45 after completion and this right will not merge on completion.

45.5 If the purchaser is ready, willing and able to complete and completion cannot

take place because the vendor cannot complete:

- (a) the purchaser need not pay interest under this clause 45 in respect of the period before the date the vendor can complete; and
- (b) unless possession of the property has been given to the purchaser, adjustments under clause 14 are not made as at the adjustment date but as at the date the vendor can complete.

45.6 If a party is entitled to serve a notice to complete:

- (a) a period of not less than 14 days after the day on which the notice is served is a reasonable and sufficient period for the purpose of making the time for completion essential;
- (b) the notice may nominate an hour of the day during business hours by which completion must take place in which event completion at or by the hour of the day specified is essential; and
- (c) the party serving the notice can withdraw it at any time after it is served.

45.7 If the Vendor is entitled to serve a notice to complete and serves such notice, the purchaser must pay to the Vendor on completion, the sum of \$330 (including GST) towards the Vendor's legal costs and the purchaser agrees that it is a genuine pre-estimate of the legal costs incurred by the vendor in connection with the service of the notice to complete.

45.8 If the purchaser makes an appointment for settlement with the vendor and subsequently cancels settlement, then the purchaser must pay to the vendor's solicitor on completion, the sum of \$275 (including GST), which the purchaser agrees is a genuine pre-estimate of the legal costs incurred by the vendor in preparing for the cancelled and/or rescheduled settlement.

46. COUNCIL AND WATER AND SEWERAGE RATES AND LAND TAX

46.1 If, at completion:

- (a) a separate assessment for council rates in respect of the property for the year current at completion has not been received by the vendor; or
- (b) the purchaser has not served a certificate from the Council showing such assessment has been issued,

no regard is to be had to the actual separate assessment if and when it is received and:

- (c) the vendor must pay the actual separate assessment if and when it is received; and
- (d) on completion the parties must adjust \$375.00 per quarter under clause 14, but subject to clause 46.1(b) where applicable.

46.2 If, at completion:

- (a) a separate assessment for water and sewerage rates in respect of the property for the quarter current at completion has not been received by the vendor; or
- (b) the purchaser has not served the vendor with a certificate from the Water and Sewerage Authority showing such assessment has been issued,

no regard is to be had to the actual separate assessment if and when it is received and:

- (c) the vendor must pay the actual separate assessment if and when it is received; and
- (d) on completion the parties must adjust \$250.00 on account of the sewerage and water rates payable for the then current quarter under clause 14, but subject to clause 46.2(b) where applicable.

46.3 Before completion, the vendor must pay:

- (a) any assessment for council rates; and
- (b) any assessment for water and sewerage rates and water usage charges,
if received by the vendor before completion for any land that includes the property or for the property, either in full or to the extent necessary to free the property from any charge for non- payment of rates.

46.4 If completion takes place during the land tax year current at the completion date, on completion the parties must adjust \$1750.00 per year under clause 14 but subject to clause 46.5, where applicable.

46.5 If completion does not take place during the land tax year current at the completion date, because of default of the purchaser, then on completion the purchaser must pay to the vendor the total of:

- (a) the proportion of the amount referred to in clause 46.4, applicable to the period between the completion date and the 31 December first occurring after that date; and
- (b) the amount referred to in clause 46.4.

46.6 If the purchaser is ready, willing and able to complete and completion cannot take place before the commencement of the land tax year following the land tax year current at the completion date because the vendor cannot complete, the purchaser need not make the payments referred to in clause 46.5 and the parties must instead adjust the amount as per clause 46.4.

46.7 No regard is to be had to any actual land tax assessment for any land that includes the property or for the property that is received by the vendor for the land tax year current at the completion date or for the following land tax year.

46.8 Before completion, the vendor must pay any assessment for land tax received by the vendor before completion for land that includes the property or for the property, either in full or to the extent necessary to free the property from any charge for payment of land tax.

46.9 If:

- (a) completion occurs during January, February or March;
- (b) the land tax for land that includes the property or for the property has been paid for the land tax year before the land tax year current at completion; and
- (c) at completion no assessment for land tax for the land tax year current at completion has been received by the vendor for land that includes the property or for the property,

the vendor undertakes to pay the actual assessment if and when it is received and the purchaser:

- (d) cannot make any requisition or claim, delay completion or rescind or terminate because at the date of completion there is a charge for land tax on land that includes the property or for the property; and
- (e) cannot require the vendor to comply with clause 47.8.

47. COMPLETION - CONDITIONAL

47.1 INTENTIONALLY DELETED

47.2 Registration of the Relevant Documentation

47.2.1 Completion of this contract is conditional upon registration of the Relevant Documentation.

47.2.2 The vendor must use all reasonable endeavours to have the Relevant Documentation registered on or before the Sunset Date as extended under the Contract.

47.2.3 If the Relevant Documentation is not registered on or before the Sunset Date as extended under the Contract then either party can rescind this contract and the provisions of clause 19 will apply.

47.2.4 A party may not give a rescission notice under clause 47.2.3 if:

- (a) it is in material default of an obligation under this contract; or
- (b) the Relevant Documentation is registered before notice is served under clause 47.2.3.

47.2.5 Despite clauses 47.2.1 and 47.2.3, the vendor may at any time extend the Sunset Date by a day for each day that the:

- (a) completion of the construction of the Infrastructure; or
- (b) the registration of the Relevant Documentation,

has been delayed because of:

- (c) any delay in the commencement or progressing to completion of construction of the Infrastructure because of:
 - (i) inclement weather or conditions resulting from inclement weather; or
 - (ii) any civil commotion, combination of workmen strike or lock-out that affects the construction of the Infrastructure or the manufacture or supply of materials for construction of the Infrastructure;
 - (iii) or any pandemic or similar circumstances;
- (d) any delay in the receipt of any approval required in connection with the Development Site from the Consent Authority or any other Authority, which could not reasonably have been foreseen by the vendor;
- (e) any difficulty in complying with the Development Consent, a Construction Certificate or the approval of any other Authority, which could not reasonably have been foreseen by the vendor;
- (f) any delay or difficulty obtaining finance to construct the Infrastructure or undertake the development; or
- (g) any other matter or thing which is beyond the control of the vendor.

47.2.6 In order to extend the Sunset Date because of any of the matters referred to in clause 47.2.5, the vendor may serve a notice which states:

- (i) the reason(s) for the delay; or
- (ii) the number of days of delay; and/or
- (iii) the day to which the Sunset Date is extended; and

47.2.7 A notice referred to in clause 47.2.6 is final, conclusive and binding between the parties in the absence of fraud or manifest error.

47.2.8 The vendor can extend the Sunset Date under this clause 47 on more than one occasion.

47.2.9 If:

- (a) the purchaser receives a notice served by the vendor under clause 47.2.6; and

- (b) the purchaser is of the opinion that the notice included with the notice are defective in any way,

then the purchaser must notify the vendor in writing of the asserted defect(s) in the notice before serving a notice to rescind under clause 47.2.3.

47.2.10 A notice served by the purchaser under this clause 47.2.10 must be served within 14 days of the date on which the vendor has served a notice under clause 47.2.6, failing which the purchaser is deemed to have not complied with clause 49.2.10.

47.2.11 If the purchaser purports to rescind under clause 47.2.3 for reasons including that the notice by the vendor referred to in clause 47.2.6 were in any way defective, that rescission is ineffective and the contract remains on foot until the purchaser complies with clause 47.2.10.

47.2.12 Upon receiving a notice under clause 47.2.10, the vendor may, within 14 days of receiving that notice:

- (a) withdraw the notice served under clause 47.2.6;
- (b) serve a further notice under clause 47.2.6; or
- (c) inform the purchaser that the vendor relies on the notice served under clause 47.2.6 as having extended the Sunset Date in accordance with this contract.

47.2.13 Any notice served by the vendor under clause 47.2.13 is to be taken to have been served at the date of the notice it is replacing, even if the Sunset Date it is extending has expired at the time the notice under clause 47.2.13 is served.

47.2.14 Unless the vendor serves a further notice under clause 47.2.13, the purchaser can exercise any rights under the notice to which the purchaser's notice under clause 47.2.10 related, 14 days after the purchaser serves the notice under clause 47.2.10.

47.2.15 The aggregate of any extensions to the Sunset Date by the vendor under clause 47.2.5 must not exceed 18 months.

48. COMPLETION DATE

48.1 The Date for Completion will be the later of:

- (i) The date which is 42 days from the Contract Date; or
- (ii) The date which is 21 days from the date the Vendor serves the Notice of Registration of Draft Plan of Sub-division.

49. INTENTIONALLY DELETED

50. DIFFERENCES BETWEEN DRAFT AND REGISTERED DOCUMENTS

50.1 The purchaser cannot make any requisition or claim, delay completion or rescind or terminate because there is a difference between draft (including but not limited to Replaced Documents) and Registered Documents unless the

difference detrimentally affects the property to an extent that is substantial, when the purchaser can rescind by serving notice within 5 business days after the day the vendor serves the Notice of lodgement of documents with Land Registry NSW.

- 50.2 For the purposes of clause 50.1, the purchaser agrees that a difference, by way of reduction, between the area of the property shown in the Draft Deposited Plan as compared to the area of the property shown on the Deposited Plan will not detrimentally affect the property to an extent that is substantial if the difference is equal to or less than 7.5% of the area of the property shown in the Draft Deposited Plan.

51. REPLACEMENT OF DOCUMENTS

- 51.1 At any time before the vendor serves notice that the Plan of Subdivision is registered, the vendor may but not obliged to, serve notice (Replacement Notice) that the vendor wishes to replace a document attached to this contract as identified in that notice (Replaced Document) with another document a copy of which is forwarded with that last mentioned notice (Replacement Document).
- 51.2 From the day of service of the Replacement Notice, the Replaced Document is taken to be no longer attached to this contract and the Replacement Document is taken to be attached to this contract.
- 51.3 Subject to clause 51.4, the purchaser cannot make any requisition or claim, delay completion or rescind or terminate because, as a result of the Replacement Notice, the Replaced Document is taken to be no longer attached to this contract and the Replacement Document is taken to be attached to this contract.
- 51.4 Subject to clause 51.5, if there is a difference between the Replaced Document and the Replacement Document that detrimentally affects the property to an extent that is substantial, the purchaser can rescind by serving notice within 5 business days after the day the vendor serves the Replacement Notice.
- 51.5 For the purposes of clause 51.4 if the area of the property as shown in the Replacement Draft Deposited Plan is different from the area of the property as shown in the Replaced Draft Deposited Plan the parties agree that difference will only affect the property to an extent that is substantial if the area of the property as shown in the Replacement Draft Deposited Plan is less than the area of the property as shown in the Replaced Draft Deposited Plan by an amount of more than 7.5%.

52. EASEMENTS AND OTHER MATTERS

- 52.1 The vendor discloses and the purchaser is aware that all:
- (a) the easements, restrictions on use and positive covenants;
 - (b) the leases, agreements and arrangements;
 - (c) the rights and privileges; and
 - (d) the land,

that the vendor may wish to create, enter into, make, grant, acquire or dispose of, whether by dedication or otherwise, may not have been created, entered into,

made, granted, acquired or disposed of as at the contract date or as at completion.

- 52.2 The vendor discloses and the purchaser is aware that the vendor intends on granting easements, or other rights of access, which will burden the land and benefit adjoining lots. As at the date of this contract the easements, or rights of way, which are intended to be created are shown on the Draft Deposited Plan.

Nothing in this clause 52.2 restricts or will act as a waiver or otherwise affect the vendor's rights under clauses 52.1, 52.3 or 52.4.

- 52.3 The vendor discloses and the purchaser is aware that the vendor may wish, either before or after the contract date or after completion, to vary:

- (a) easements, restrictions on use or positive covenants;
- (b) leases, agreements or arrangements; or
- (c) rights or privileges,

or one or more of them created, entered into, made or granted either before or after the contract date or after completion.

- 52.4 The vendor discloses and the purchaser is aware that the vendor may wish, either before or after the contract date or after completion, to release, surrender or otherwise bring to an end:

- (a) easements, restrictions on use or positive covenants;
- (b) leases, agreements or arrangements; or
- (c) rights or privileges,

or one or more of them created, entered into, made or granted either before or after the contract date or after completion.

- 52.5 Subject to clause 52.6, the purchaser cannot make any requisition or claim, delay completion or rescind or terminate:

- (a) because any easement, restriction on use or positive covenant is created, any lease, agreement or arrangement is entered into or made, any right or privilege is granted or any land is acquired or disposed of, as contemplated by clause 52.1;
- (b) because any easement, restriction on use or positive covenant, any lease, agreement or arrangement, or any right or privilege is varied, as contemplated by clause 52.2; or
- (c) because any easement, restriction on use or positive covenant, any lease, agreement or arrangement or any right or privilege is released, surrendered or otherwise brought to an end, as contemplated by clause 52.4.

- 52.6 If:

- (a) any easement, restriction on use or positive covenant is created, any lease, agreement or arrangement is entered into or made, any right or privilege is granted or any land is acquired or disposed of, as

contemplated by clause 52.1; or

- (b) any easement, restriction on use or positive covenant, any lease, agreement or arrangement, or any right or privilege is varied, as contemplated by clause 52.2; or
- (c) any easement, restriction on use or positive covenant, any lease, agreement or arrangement or any right or privilege is released, surrendered or otherwise brought to an end, as contemplated by clause 52.4,

before completion:

- (d) which is not disclosed in, or otherwise contemplated by, this contract; and
- (e) the effect of which is to detrimentally affect the property to an extent that is substantial, the purchaser can rescind by serving notice within 5 business days after the day the vendor serves the Relevant Documentation Notice.

53. ENTRIES OR NOTATIONS ON FOLIO IDENTIFIERS

53.1 The vendor discloses and the purchaser is aware:

- (a) that Property Notifications together with other entries or notations may be on the folio identifier for the property; and
- (b) of the effect of the Property Notifications and the terms of the documents giving rise to them.

53.2 The purchaser cannot make any requisition or claim, delay completion or rescind or terminate:

- (a) because of the Property Notifications or because of any departure from or non compliance with the terms of the documents giving rise to them; or
- (b) because of:
 - (i) any entry or notation on the folio identifier for the property that is not one of the Property Notifications; or
 - (ii) any departure from or non compliance with the terms of the document giving rise to the entry or notation referred to,

unless the entry or notation or departure or non compliance, as the case may be, results in a difference that detrimentally affects the property to an extent that is substantial, when the purchaser can rescind by serving notice within 5 business days after the day the vendor serves the Essential Documentation Notice.

54. EXERCISE OF CERTAIN RIGHTS TO RESCIND

If a right to rescind given by a clause referred to in this contract is not exercised within the period specified in the clause for its exercise if applicable, then it cannot be exercised.

55. CONTRACT NOT SUBJECT TO FIRB APPROVAL

55.1 On the contract date, the purchaser must:

- (a) advise the vendor if the purchaser is a Foreign Person;
- (b) give the vendor's solicitor a completed and executed FIRB Form; and
- (c) if the person is a Foreign Person, give the vendor's solicitor a copy of the FIRB Approval.

55.2 In addition to the information provided by the purchaser in the FIRB Form, the purchaser must give the vendor any information regarding the purchaser's residency status and, if applicable, the residency status of the purchaser's directors, shareholders, trustees or beneficiaries (as applicable), within 7 days of receiving a request to do so.

55.3 This clause 55 is an essential term of the contract.

56. REQUISITIONS

56.1 The purchaser agrees that the only form of requisitions that it can make under clause 5.2.1 is the form of the requisitions attached to contract (General Form).

56.2 If the purchaser is entitled under this contract to make any requisition other than those set out in the General Form, the purchaser can only do so no later than 3 business days before the date for completion.

56.3 The vendor will give responses to all requisitions made by the purchase (subject to the purchaser being entitled to make those requisitions) on or before the completion due date.

56.4 The purchaser must not:

- (a) make any Claim;
- (b) seek to rescind or terminate this contract;
- (c) seek to delay completion of this contract,

because of any answers that the vendor gives in response to any requisitions made by the purchaser in connection with this contract.

57. DEVELOPMENT ACTIVITIES

57.1 The vendor discloses and the purchaser is aware that Development Activities on the Development Site and nearby land are not completed and that Development Activities will continue to be carried out after the contract date and after completion.

- 57.2 The vendor must use reasonable endeavours to ensure that Development Activities carried out within the Development Site after completion cause the purchaser as little inconvenience as is reasonably practicable.
- 57.3 The purchaser cannot make any claim or requisition, delay completion, rescind or terminate because Development Activities are being carried out within the Development Site.
- 57.4 After completion:
- (a) the vendor must not carry out Development Activities on the property otherwise than at the request of the purchaser; and
 - (b) the purchaser must not do anything, including make an objection or application to, or otherwise approach the Consent Authority or any other Authority or commence any proceedings in a court because Development Activities are being carried out or because of the manner in which they are being carried out.

58. SELLING AND LEASING ACTIVITIES

- 58.1 Both before and after completion and until the completion of the sale of all property (residential lots) forming part of the Development Site the vendor and persons authorised by the vendor may:
- (a) conduct selling and leasing activities throughout the Development Site (Selling and Leasing Activities);
 - (b) place and maintain throughout the Development Site:
 - (i) signs of all kinds in connection with Selling and Leasing Activities; and
 - (ii) display suites, offices and other facilities for people involved in Selling and Leasing Activities;
 - (c) operate a display village within the Development Site; and
 - (d) hold any event or function within the Development Site in connection with Selling and Leasing Activities.
- 58.2 The vendor must use reasonable endeavours to ensure that the conduct of Selling and Leasing Activities causes the purchaser as little inconvenience as is reasonably practicable.
- 58.3 The purchaser must not do anything, including make an objection or application to, or otherwise approach the Consent Authority or any other Authority or commence any proceedings in a court because Selling and Leasing Activities are being conducted or because of the manner in which they are being conducted within the Development Site unless such activities are being conducted in breach of any applicable planning regulations.

59. ATTACHMENTS

The vendor does not warrant the accuracy or completeness of any document issued by Land Registry Services and/or Statutory Authorities.

60. ASSIGNMENT AND NOVATION

- 60.1 The vendor discloses and the purchaser is aware that the vendor may assign or novate the vendor's interest in this contract to a purchaser or successor in title to the Development Site (Successor).
- 60.2 The vendor may provide a Successor, or a prospective purchaser of part or all of the Development Site, with a copy of this contract including the name and contact details of the purchaser.
- 60.3 The purchaser must, if requested to do so by the vendor, promptly enter into a deed with the vendor and the vendor's successor in title (at the purchaser's cost) on terms reasonably required by the vendor to give effect to the assignment or novation referred to in clause 60.1. The purchaser acknowledges and agrees that such deed may:
- (a) include a release of the vendor from the vendor's obligations under this contract; and
 - (b) provide the vendor, or the Successor, a substitute Bank Guarantee noting the Successor as the vendor within 5 days of being requested to do so.
- 60.4 The purchaser cannot make any requisition or Claim, delay completion or rescind or terminate because of anything referred to in in this clause 60.

61. GRANTING OF SECURITY

- 61.1 The vendor discloses and the purchaser is aware that the vendor has granted or may grant a mortgage, charge or other security over the vendor's interest in:
- (a) this contract;
 - (b) the deposit paid under this contract; or
 - (c) some or all of this contract, and the deposit paid under this contract,
- and, if the vendor has done or does do so, the purchaser cannot make any requisition or claim, delay completion or rescind or terminate.
- 61.2 The purchaser cannot make any requisition or claim, delay completion or rescind or terminate this contract if in connection with:
- (a) the Development Site, or a part of the Development Site;
 - (b) the vendor; or
 - (c) the land set out in clause 61.2(a) and the vendor,
- a person holding a mortgage over the Development Site, or a part of the Development Site, or security from the vendor becomes a mortgagee in possession or appoints an administrator, receiver, receiver and manager, agent, controller or similar functionary.

62. ENCUMBRANCES

- 62.1 If a mortgage or caveat is recorded on the folio identifier for the property the purchaser must, on completion, accept a discharge of that mortgage or a withdrawal of that caveat in registrable form so far as it relates to the property.
- 62.2 Despite clause 62.1 if a caveat lodged by or on behalf of the purchaser, any assignee of the purchaser's interest under this contract or any person claiming through or under the purchaser is recorded on the folio identifier for the property the purchaser must complete this contract despite that caveat.

63. CAVEAT BY PURCHASER

- 63.1 Subject to clause 63.2 the purchaser must not lodge a caveat for recording on the folio identifier for the Development Site or any part of the Development Site.
- 63.2 The purchaser can lodge a caveat for recording on the folio identifier for the property after the creation of that folio identifier.

64. TRUSTEE WARRANTIES

- 64.1 This clause 64 only applies if the purchaser is entering into the contract in its capacity as trustee of a trust.
- 64.2 The purchaser warrants and represents to the vendor that:
- (a) it has the power to enter into and perform its obligations under this contract and has obtained all necessary consents to enable it to do so;
 - (b) the entry into and performance of its obligations under this contract, does not constitute a breach of any obligation (including without limit, any statutory, contractual or fiduciary obligation) or default under any agreement or undertaking by which the purchaser is bound.
 - (c) the purchaser:
 - (i) is the only trustee of the trust;
 - (ii) has a right to be fully indemnified out of the assets of the trust in respect of the obligations incurred by it under this contract and any document contemplated by those documents; and
 - (iii) is not in breach of the trust's trust deed;
 - (d) the purchaser has power under the trust deed to, and all action required under the trust deed has been taken to, authorise the purchaser to:
 - (i) execute and deliver this contract and any documents contemplated by those documents;
 - (ii) perform its obligations under this contract and any document contemplated by those documents; and

(iii) such execution, delivery and performance does not contravene the trust's trust deed; and

(e) the trust has not been terminated and no action is pending to terminate the trust.

64.3 The purchaser warrants to the vendor that each Purchaser Warranty:

(a) is at the date of this contract true, accurate and not misleading; and

(b) is separate and independent, and except as expressly provided, is not limited by reference to any other Purchaser Warranty or any provision of this contract or any document contemplated by these documents.

64.4 The purchaser must advise the vendor promptly after becoming aware that any Purchaser Warranty is no longer true, accurate or is misleading.

64.5 The purchaser indemnifies the vendor against any claim arising from or incurred in connection with, the breach of any Purchaser Warranty, (including legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is the higher). A breach of the Purchaser's Warranty is not remedied until any amount payable by the purchaser to the Vendor this clause 64 in connection with the breach is paid.

65. GUARANTEE AND INDEMNITY

65.1 This clause 65 only applies if the name of a guarantor has been inserted on the front page or if the purchaser is a corporate entity then its Directors and/or shareholders are deemed to be guarantors.

65.2 In this contract unless the contrary intention appears:

(a) a reference to guarantor is a reference to all of the persons named as guarantor jointly and each of them severally; and

(b) an agreement, representation, warranty or indemnity on the part of the guarantor binds the persons named as guarantor jointly and each of them severally.

65.3 The guarantor gives this guarantee and indemnity in consideration of the vendor agreeing to enter into this contract at the request of the purchaser and the guarantor. The guarantor acknowledges valuable consideration received from the vendor for the guarantor incurring obligations and giving rights under this guarantee and indemnity.

65.4 The guarantor unconditionally and irrevocably guarantees to the vendor payment of the Guaranteed Money and the due and punctual performance by the purchaser of the Guaranteed Obligations.

65.5 If the purchaser does not pay the Guaranteed Money on time and in

accordance with the terms of this contract, then the guarantor agrees to pay the Guaranteed Money to the vendor within 14 days of demand from the vendor (whether or not demand has been made on the purchaser). A demand can be made at any time.

- 65.6 If the purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the document under which they are to be performed then the guarantor agrees to perform the Guaranteed Obligations within a reasonable time of demand from the vendor (whether or not demand has been made on the purchaser). A demand can be made at any time.
- 65.7 As a separate undertaking, the guarantor indemnifies the vendor against all liability or loss arising from, and any costs, charges or expenses incurred in connection with:
- (a) the Guaranteed Money not being recoverable from the guarantor or from the purchaser; and
 - (b) the Guaranteed Obligations not being duly and punctually performed because of any circumstance whatever.
- 65.8 This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The guarantor waives any right it has of first requiring the vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the purchaser or any other person before claiming from the guarantor under this guarantee and indemnity.
- 65.9 The liabilities of the guarantor under this guarantee and indemnity as a guarantor, indemnifier or principal debtor and the rights of the vendor under this guarantee and indemnity are not affected by anything that might otherwise affect them at law or in equity including one or more of the following:
- (a) the vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the purchaser;
 - (b) acquiescence, delay, acts, omissions or mistakes on the part of the vendor; or
 - (c) any variation, assignment or novation of a right of the vendor, or alteration of this contract or document, in respect of the purchaser.
- 65.10 As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the guarantor cannot, without the consent of the vendor:
- (a) make a claim or enforce a right (including a mortgage, charge or other encumbrance) against the purchaser or its property; or
 - (b) prove in competition with the vendor if:

- (i) a liquidator, provisional liquidator, administrator, trustee in bankruptcy or other similar functionary is appointed in respect of the purchaser;
- (ii) the purchaser executes a deed of company arrangement under Part 5.3A of the Corporations Act 2001 (Cth) or a personal insolvency agreement under Part X of the Bankruptcy Act 1966 (Cth); or
- (iii) the purchaser is otherwise unable to pay its debts when they fall due.

65.11 The guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

65.12 The guarantor agrees to pay interest at the Interest Rate on any amount under this guarantee and indemnity which is not paid on the due date for payment and is not otherwise accruing interest. The interest accrues daily from and including the due date to and including the date of actual payment and is calculated on actual days elapsed and a year of 365 days. The guarantor agrees to pay this amount within 14 days of demand from the vendor. A demand can be made at any time.

65.13 The guarantor agrees to promptly enter into any deed required by the vendor under clause 65 if requested to do so by the vendor at the guarantor's cost.

65.14 If for any reason the guarantor whether or not named on the front page has not executed this contract, then the purchaser must do all things necessary to procure a guarantee and indemnity from the guarantor on or substantially on the same terms as this clause 65 within 7 days of a written demand made by the vendor.

65.15 Without limiting clause 65.14, the vendor can require the purchaser to procure the guarantor to execute any of the following:

- (a) the contract (as guarantor); or
- (b) a deed on or substantially on the same terms as this clause 65,

within 7 days of a written demand made by the vendor.

65.16 This clause 65 is an essential term of this contract and does not merge on termination and/or completion.

66. POSITION OF WATER AND SEWERAGE AUTHORITY'S SEWER AND OTHER SERVICES

66.1 The vendor discloses and the purchaser is aware that:

- (a) the position of the Water and Sewerage Authority's sewer in relation to the property at completion may not be as shown in the diagram supplied by the Water and Sewerage Authority, a copy of which is attached to this contract; and

- (b) the vendor is not sure what the exact position of the Water and Sewerage Authority's sewer and other services will be in relation to the property at completion.

66.2 The purchaser cannot make any requisition or claim, delay completion or rescind or terminate because of:

- (a) the position of the Water and Sewerage Authority's sewer or any other services in relation to the property at completion;
- (b) the unavailability from the Water and Sewerage Authority of a current diagram showing the position of the Water and Sewerage Authority's sewer in relation to the property at completion; or
- (c) the matters referred to in clause 66.1.

67. CONSTRUCTION OF FENCES AND RETAINING WALLS

67.1 The purchaser:

- (a) cannot require any contribution to the cost of any fencing or retaining wall works between the property and the adjoining property if the vendor owns the relevant adjoining property;
- (b) must ensure that any transferee of the property cannot make a claim against the vendor in relation to such costs; and
- (c) acknowledges that the provisions of this clause 67 will be included in the transferee deed referred to in clause 71.

67.2 This condition shall not merge on completion.

68. STORING AND DUMPING MATERIAL AND WASTE

68.1 The purchaser must not, and must ensure that any appointed builder or other agent does not, store or dump any materials or waste on any land outside of the property.

68.2 If the purchaser, or the purchaser's builder or other agent, does store or dump any materials or waste on any land outside of the property, the vendor may, at the purchaser's cost, remove the materials or waste. Any costs incurred by the vendor to remove the materials or waste will comprise a debt owed by the purchaser to the vendor.

69. NO SUBDIVISION OR MULTIPLE OCCUPANCY DWELLINGS

Following completion, the purchaser must not:

- (a) subdivide the property; or
- (b) construct a multiple occupancy dwelling on the property,

without the vendor's prior written consent, which may be granted or withheld at the vendor's absolute discretion.

70. NO SALE OR TRANSFER WITHOUT VENDOR'S CONSENT

- 70.1 The purchaser must not transfer, sell, enter into or purport to enter into any agreement to transfer or sell the property, or any interest in the property, to any person at any time on or prior to the date of completion of this contract without the consent of the vendor.
- 70.2 The vendor's consent under clause 70.1 may be withheld, granted conditionally or granted unconditionally, in the vendor's absolute discretion.
- 70.3 If the vendor gives its consent under clause 70.1, the purchaser must:
- (a) comply with clause 4.3 and clause 71 (as applicable);
 - (b) provide the vendor with copies of the proposed advertising material for the vendor's written approval;
 - (c) not use any marketing material for the sale of the property which has been used by the vendor;
 - (d) not place any signage on the property by the purchaser or their agents;
 - (e) ensure that the marketing material or sale of the property does not or is not likely to detrimentally affect the vendor's sale of other lots in the Development Site or for the vendor to obtain any finance for the Development Site; and
 - (f) comply with any other conditions set down by the vendor.
- 70.4 This clause 70 is an essential term of the contract.

71. TRANSFEREE'S ENTRY INTO DEED

- 71.1 The purchaser must ensure that:
- (a) a transferee substituted for the purchaser under clause 4.3; or
 - (b) a transferee of the property from the purchaser,
- enters into a deed with the vendor incorporating into that deed such parts of this contract as are necessary so that the vendor obtains the intended benefit of all of the purchaser's obligations that survive completion.
- 71.2 The purchaser is must pay the vendor's legal costs in preparing a deed referred to in clause 71.
- 71.3 The provisions of clause 71.1 operate at any time during the period:
- (a) commencing from the contract date; and
 - (b) ending on the date that is 3 years from the date of completion of this contract.

72. DEATH, DISABILITY OR INSOLVENCY

72.3 If the purchaser, or if the purchaser consists of 2 or more persons, any of those persons:

- (a) dies; or
- (b) is so intellectually, physically or psychologically disabled as to be, in the opinion reasonably held of the vendor, unable to complete this contract on time,

then the vendor can rescind by giving a notice in writing to the purchaser's solicitor at any time before completion.

72.4 If the purchaser is a company and:

- (a) resolves to go into liquidation;
- (b) has a petition for its winding up presented;
- (c) enters into any scheme or arrangement with its creditors under the Corporations Act 2001 (Cth), or
- (d) has a receiver, administrator or official manager appointed to it

then the purchaser is in default of an essential term of this contract.

72.4 The provisions of clause 72.1 and clause 72.2 do not limit or restrict any rights or remedies which would have been available to the vendor at law or in equity if these clauses had not been included in this contract.

73. EXECUTION UNDER POWER OF ATTORNEY

If this contract is executed by an attorney of a party under a power of attorney, including by an attorney of the vendor under the Vendor's Power of Attorney, that attorney is taken to have declared that he has no notice of the revocation of the power of attorney.

74. PERSONAL INFORMATION

74.1 The purchaser is aware that the vendor will obtain Personal Information about the purchaser and their associates during the course of the transaction the subject of this contract.

74.2 The purchaser agrees that the vendor may retain, use and disclose such Personal Information to any Related Body Corporate of the vendor and to third parties where such disclosure:

- (a) is in connection with the conduct of the vendor's business; or
- (b) is to an owner of an adjoining property for the purpose of the construction of a dividing fence.

74.3 The purchaser unconditionally consents to the use of such Personal Information as contemplated by this clause 74.

75. SERVICE OF DOCUMENTS BY ELECTRONIC MEANS

Notwithstanding any clause of this contract to the contrary, the purchaser acknowledges and agrees that the vendor may serve a copy of a document under this contract in electronic form, including:

- (a) by email, or by a drop box link to the email using the purchaser's solicitor's email address which that solicitor has used when communicating with to the vendor's solicitor; or
- (b) on CD, DVD or USB memory stick, provided that at the time of service the format used is readily accessible.

76. CHANGE OF CONTACT PARTICULARS

76.1 The Purchaser must serve notice if:

- (a) its contact particulars, or the contact particulars of its solicitor, change from its contact particulars or the contact particulars of its solicitor referred to in this contract or notified to the other party after the contract date; or
- (b) its solicitor changes, advising of the contact particulars of its new solicitor, within 14 days of the change occurring.

76.2 Until such time as a notice referred to in clause 76.1 is served, a party is entitled to serve any document under or relating to this contract by reference to the Contact Particulars of the other party or the other party's solicitor referred to in this contract and such service is sufficient service on the other party.

77. GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS

77.1 This contract is governed by the law in force in New South Wales.

77.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

77.3 Any document in an action (including any writ of summons or other originating process or any third or other party notice) can be served by being delivered to or left for that party at that party's solicitor's address.

78. NO MERGER

The clauses in this contract which are expressed or implied to apply after completion will not merge on completion.

SPECIAL CONDITION – SEWER SERVICE DIAGRAM (SSD)

The Vendors disclose that they have applied to Sydney Water to obtain:

- (i) Sewer Service Infrastructure Diagram; and
- (ii) Sewer Service Diagram, (which has not been received from Sydney Water at the date of this contract)

The Purchaser undertakes to rely on its own enquiries in respect of Sewer Service Diagram.

The Purchaser acknowledges that Sewer Service Infrastructure Diagram annexed to this Contract, is sufficient for the purposes of this contract and confirms that the Purchaser shall make no objection, requisition or claim for compensation or delay or terminate or rescind the contract for non-inclusion of the SSD.

THIS IS NOT AN APPROVAL
TO COMMENCE WORK

LEGEND

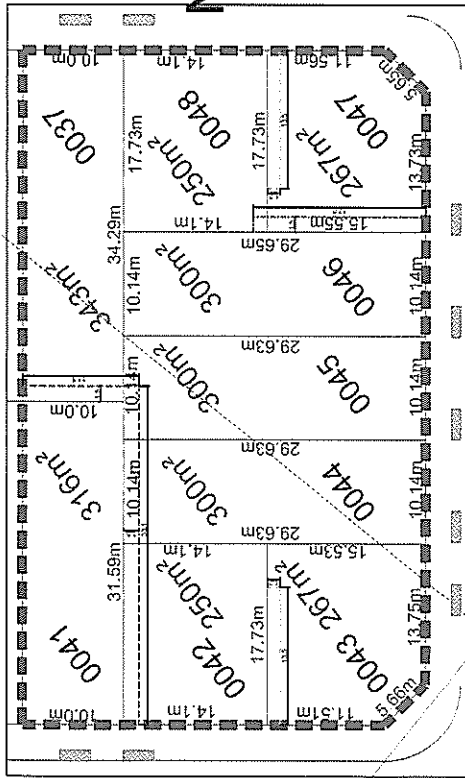
SITE BOUNDARY

PROPOSED EASEMENT FOR
STORMWATER

No Construction Certificate has been issued pursuant
to clause 81 A (2) (a) of the E.P. A. Act.

SUBDIVISION TO CREATE 9 LOTS

LOT 37 TOTAL AREA = 2595m²



INSERT A - SCALE 1:500 @ A3

CAMDEN COUNCIL

Approved by the Council of Camden under the provisions
of the Environment Planning and Assessment Act 1979

APPROVAL

7/05/2020

DEVELOPMENT APPLICATION

DA 2019/889/1

STAGE 1
APPROVED SUBDIVISION
DA 2017/4135/4

STAGE 2
APPROVED SUBDIVISION
DA 2018/925/1

CAMDEN VALLEY WAY

HEATH ROAD

CODE	DATE	REVISION	AUTHORISED
E	20/04/20	DIMENSIONS ADDED	TS
D	20/04/20	DIMENSIONS ADDED	TS
C	20/04/20	EXISTS ADDED	TS
B	20/04/20	EXISTS AND DWT PAUS ADDED	TS
A	20/04/20		

S5 GROUP PTY LTD
PROJECT MANAGERS

SMPR INVESTMENT NO.3 PTY LTD

LEPPINGTON HEIGHTS

LOT 37 HEATH ROAD
SUBDIVISION DA PLAN

1 of 1 1001-SP-DA-01

E

Approved by the Council of Camden under the provisions of the Environment Planning and Assessment Act 1979

CAMDEN COUNCIL

APPROVAL

7/05/2020

0008

DEVELOPMENT APPLICATION

DA2019/889/1

L E G E N D	
Minimum Setback	-----
Articulation Zone	▨
Access Denied	----
Easement for maintenance	▨▨▨▨
Zero Wall Boundary	⚡
Primary Building	▨
Preferred Upper Level Site Coverage with maximum building area	▨▨▨▨
Preferred Garage Location	▨
Preferred Open Space	▨
Preferred PPOS	▨



BUILDING ENVELOPE PLAN

HEATH ROAD

LEPPINGTON

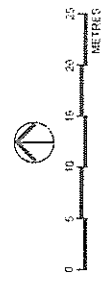
NOTES

Please refer to the relevant Planning and Development Act 2005 for the relevant provisions.

Areas and dimensions shown are subject to the relevant conditions of the Development Application.

All dimensions are shown in metres unless otherwise stated.

No responsibility is taken for any errors or omissions in this plan.



CLIENT : SMPR Investments

SCALE : A3@1:500

DATE : 28/4/2020

PLAN No : 013 HR 012

REVISION : 05

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

Lengths are in Metres

(Sheet 1 of 6)

PLAN:

Plan of Subdivision of Lot 37 in DP 1247517
covered by Council's Certificate No

Full name and address of
proprietor of the land.

SMPR Investments No 3 Pty Ltd
20 Buran Road
Pemulwuy NSW 2145

**SUBJECT TO CAMDEN CITY COUNCIL
DETERMINATION AND REGISTRATION AT LRS**

PART 1 (Creation)

Number of item Shown in the Intention panel on the plan	Identity of rights of carriageway, restriction, positive covenant to be created and referred to in plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 Wide. (D1)	49 45 44 42	31-35 incl. DP1247517 49 & 31-35 incl. DP1247517 45,49 & 31-35 incl. DP1247517 44, 45, 49 & 31-35 incl. DP1247517
2	Easement to Drain Water 1.5 Wide. (D2)	47 48	46 & 48 46
3	Easement for Maintenance and Access 0.9 Wide. (M)	43 47	42 48
4	Restriction on the Use of Land. (Footings)	41 – 49 incl.	Camden City Council
5	Restriction on the Use of Land.	41 - 49 incl.	Camden City Council
6	Restriction on the Use of Land.	41 – 49 incl.	Camden City Council

PART 1A (Release)

Number of item Shown in the Intention panel on the plan	Identity of rights of carriageway, restriction, positive covenant to be created and referred to in plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 2 & 3 Wide. (Affecting Lot 37 in DP1247517)	37 in DP1247517	31-35 Incl in DP1247517
2	Covenant (A973455)	37 in DP1247517	Camden City Council

Signed by Authorised Officer of Camden City Council

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

Lengths are in Metres

(Sheet 2 of 6)

PLAN:

Plan of Subdivision of Lot 37 in DP 1247517
covered by Council's Certificate No

**SUBJECT TO CAMDEN CITY COUNCIL
DETERMINATION AND REGISTRATION AT LRS**

PART 2 (Terms)

1. Terms of Easement to Drain Water firstly referred to in the abovementioned plan.

As per the expression for Easement to Drain Water in Part 3 of Schedule 8 of the Conveyancing Act 1919.

Name of Authority whose consent is required to release, vary or modify the Easement to Drain Water firstly referred to is Camden City Council.

2. Terms of Easement to Drain Water secondly referred to in the abovementioned plan.

As per the expression for Easement to Drain Water in Part 3 of Schedule 8 of the Conveyancing Act 1919.

Name of Authority whose consent is required to release, vary or modify the Easement to Drain Water secondly referred to is Camden City Council.

3. Terms of Easement for Maintenance and Access thirdly referred to in the abovementioned plan.

1.1. Definitions

1.1.1. "easement site" means that area of the lot burdened shown on the plan as being affected by "Easement for Maintenance and Access 0.9 wide "M".

1.2. Subject to clause 1.3, the owner of the lot benefited may:

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

(a) the lot benefited; and

(b) any structure belonging to the owner of the lot benefited,
which cannot otherwise reasonably be carried out; and

1.2.2. do anything reasonably necessary for that purpose, including:

(a) entering into the lot burdened,

(b) taking anything onto the lot burdened; and

Signed by Authorised Officer of Camden City Council

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

Lengths are in Metres

(Sheet 3 of 6)

PLAN:

Plan of Subdivision of Lot 37 in DP 1247517
covered by Council's Certificate No

**SUBJECT TO CAMDEN CITY COUNCIL
DETERMINATION AND REGISTRATION AT LRS**

PART 2 (Terms)

3. Terms of Easement for Maintenance and Access thirdly referred to in the abovementioned plan (Cont).

(c) carrying out necessary works.

1.3. The rights under this Easement for Maintenance and Access are limited to the extent necessary to permit the owner of the lot benefited to maintain and repair the exposed areas of:

1.3.1 the lot benefited; and

1.3.2. any structure belonging to the owner of the lot benefited.

1.4. In exercising the rights under this clause 11, the owner of the lot benefited must:

1.4.1. ensure all work on the lot benefited is done properly and carried out as quickly as practicable;

1.4.2. cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;

1.4.3. cause as little damage as is practicable to the lot burdened and any improvements on it; and

1.4.4. restore the lot burdened as nearly as is practicable to its former condition; and

1.4.5. make good any collateral damage.

1.5. The owner of the lot burdened is not by the creation of this easement prohibited from constructing the following improvements within the easement site:

1.5.1. cross beams of an open roof pergola may extend over the easement site to the boundary of the Burdened Lot;

1.5.2. fencing and gates;

1.5.3. garbage bin storage;

1.5.4. meter boxes for gas and electricity;

1.5.5. retaining walls and landscaping; and

1.5.6. other similar structures or improvements,

provided the improvements do not significantly interfere with the use and enjoyment of the easement rights by the owner of the lot benefited.

Signed by Authorised Officer of Camden City Council

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

Lengths are in Metres

(Sheet 4 of 6)

PLAN:

Plan of Subdivision of Lot 37 in DP 1247517
covered by Council's Certificate No

**SUBJECT TO CAMDEN CITY COUNCIL
DETERMINATION AND REGISTRATION AT LRS**

PART 2 (Terms)

3. Terms of Easement for Maintenance and Access thirdly referred to in the abovementioned plan (Cont).

Name of Authority whose consent is required to release, vary or modify the Easement for Maintenance and Access thirdly referred to is Camden City Council.

4. Terms of Restriction on the Use of Land (footings) fourthly referred to in the abovementioned plan.

Building footings shall be designed by a suitably qualified civil and/or structural engineer.

Name of Authority empowered to release, vary or modify the Restriction on the Use of Land (footings) fourthly referred to is Camden City Council.

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

No building is permitted to be constructed on the lot burdened unless it is constructed within the confines of building envelopes established in accordance with the approved plans, drawing 013.HR.012 Revision 6, prepared by Urbanco, dated 28 April 2020.

Name of Authority empowered to release, vary or modify the Restriction on the Use of Land fifthly referred to is Camden City Council.

6. Terms of Restriction on the Use of Land sixthly referred to in the abovementioned plan.

The burdened lot shall not be developed other than in accordance with the approved plans, drawing 013.HR.012 Revision 6, prepared by Urbanco, dated 28 April 2020.

Name of Authority empowered to release, vary or modify the Restriction on the Use of Land sixthly referred to is Camden City Council.

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

Lengths are in Metres

(Sheet 5 of 6)

PLAN:

Plan of Subdivision of Lot 37 in DP 1247517
covered by Council's Certificate No

**SUBJECT TO CAMDEN CITY COUNCIL
DETERMINATION AND REGISTRATION AT LRS**

.....
Som Nath Bhatia
Director

.....
Ritesh Bhatia
Director

SMPR INVESTMENTS NO 3 PTY LTD
ACN: 618 513 796

.....

Authorised person(s) The Trust Company (Australia) Limited (AN818696) and (AN818698)

Signed by Authorised Officer of Camden City Council

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

Lengths are in Metres

(Sheet 6 of 6)

PLAN:

Plan of Subdivision of Lot 37 in DP 1247517
covered by Council's Certificate No

SUBJECT TO CAMDEN CITY COUNCIL DETERMINATION AND REGISTRATION AT LRS

Camden City Council by its authorised delegate pursuant to s.378 Local Government Act 1993

.....
Name of Delegate

.....
Signature of Delegate

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

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness

Signed by Authorised Officer of Camden City Council



FOLIO: 37/1247517

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
23/5/2020	6:47 PM	1	28/4/2020

LAND

LOT 37 IN DEPOSITED PLAN 1247517
AT LEPPINGTON
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF COOK COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1247517

FIRST SCHEDULE

SMPR INVESTMENTS NO 3 PTY LTD

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A973455 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 3 A958816 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 4 DP1239714 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 AN818696 MORTGAGE TO THE TRUST COMPANY (AUSTRALIA) LIMITED OF
THE PART FORMERLY IN 102/1239714
- 6 AN818698 MORTGAGE TO THE TRUST COMPANY (AUSTRALIA) LIMITED OF
THE PART FORMERLY IN 22/1173857
- 7 AP859744 EASEMENT FOR BATTER 5.1 METRE(S) WIDE APPURTENANT TO
THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE
TITLE DIAGRAM
- 8 DP1247517 POSITIVE COVENANT REFERRED TO AND NUMBERED (4) IN
SECTION 88B INSTRUMENT
- 9 DP1247517 EASEMENT TO DRAIN WATER 2 & 3 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

201429

PRINTED ON 23/5/2020

* 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. triSearch 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.

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AL

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

L. N.S.W. REALTY CO. LIMITED

A973455Y

Trusts must not be disclosed in the transfer.)

If a less estate, strike out "in fee simple," and interline the required alteration.

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of SEVENTY THREE POUNDS EIGHTEEN SHILLINGS AND SIXPENCE (£73/18/6) (the receipt whereof is hereby acknowledged) paid to ^{it} me by

PERCIVAL LESMORE HANCOCK of West Kogarah, Mechanic

A973455

A973455

(herein called transferee)

If to two or more, state whether as joint tenants or tenants in common

If all the references cannot be conveniently inserted, a form of annexure (obtainable from the Registrar-General) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate be transferred. If part only add "and being it sec. D.P." or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol." where the consent of the local council is required for the subdivision of the land and plan mentioned in the G. Act, 1919, should accompany the transfer. Take out if unnecessary. Tenants should comply with section 89 of the Conveyancing Act, 1919. There also should be set forth any right-of-way or easement exception. Any provision in addition to modification of the covenants implied by the Act may also be inserted.

very short note with suffice.

do hereby transfer to the transferee

ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland ✓	Cook ✓	Part And being Lot 49b ¹ Raby Estate as shown on Deposited Plan No.8979 ✓	3135 ✓	165 ✓

And the transferee covenants with the transferor

AND the Transferee doth hereby for himself his heirs, executors, administrators and assigns and so as to bind not only themselves, their executors, administrators and assigns but also the said piece of land hereinafter expressed to be hereby transferred and the successive owners and tenants thereof COVENANT with the said Company and its assigns that the Transferee ~~executors, administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than~~

And that on the erection of any such building, the said land shall be fenced, AND that no advertisement hoarding shall be erected on the said land.

AND for the purposes of Section 89 of the Conveyancing Act of 1919, IT IS HEREBY FURTHER AGREED AND DECLARED that:—

- The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan No.8979 other than the land hereby transferred.
- The land which is to be subject to the burden of the above covenants is the land described herein.
- The above covenants or any of them may be released, varied or modified with the consent of the said Company, its successors or assigns, or its legal representatives.

ENCUMBRANCES, &c., REFERRED TO:*

executed within the State is instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or Notary Public, a J.P. or Commissioner for Affidavits, whom the Transferor is own, otherwise the attestation witness must appear before one of the above functionaries to make a declaration in the annexed form: to instruments executed elsewhere, see p. 2. Repeat attestation if necessary.

the Transferor or Transferee signs by a mark, the attestation must state "that instrument was read over and explained to him, and that he appeared fully to understand the same."

Signed at THE COMMON SEAL of the N.S.W. the

Signed in my presence by the transferor REALTY CO. LIMITED was hereto affixed by JAMES BENNETT RICHARD who is personally known to me this twentieth day of May 1923 in the presence of

Signed

Leo G. Rowe

James Bennett Richard

Transferrer.*

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Leo G. Rowe

Campbell & Rowe,

Solicitors, Sydney.

I Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

P. J. Hancock

Transferee.

* If signed by virtue of any power of attorney, the original must be registered, and an attested copy deposited, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of the firm.

Mortgage

(To be signed at the time of executing the within instrument.)

h Strike out unnecessary words. Add any other matter necessary to show that the power effective.

day of

192

FORM OF DECLARATION BY ATTESTING WITNESS.

i May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits.
Not required if the instrument itself be made or acknowledged before one of these parties.

LODGED BY

CAMPBELL & ROWE

Solicitors.

84 Pitt Street. SYDNEY.

Percival Leimore Hancock Transferree.

Particulars entered in Register Book, Vol.3135 Fol.165

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.
---------	-----	-----------------------------

1923

[Signature]
132 Registrar General.

A 973455

PROGRESS RECORD

	Initials.	Date.
Sent to Survey Branch ...	<i>[Signature]</i>	31 JUL
Received from Records	<i>[Signature]</i>	<i>[Signature]</i>
Draft written ...	<i>[Signature]</i>	3-8-25
Draft examined ...	<i>[Signature]</i>	2-8-23
Diagram prepared ...	<i>[Signature]</i>	3-8-25
Diagram examined ...	<i>[Signature]</i>	AUG 1923
Draft forwarded		<i>[Signature]</i>
Supt. of Engrossers		
Cancellation Clerk		

VOL. 3487 FOL. 105

Diagram Fees ...		
Additional Folios		

If the parties be resident without the State, but in any other part of the British Dominions the instrument must be signed or acknowledged before the Registrar-General or Recorder of Title of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of an municipal or local government corporation of such part, or the Governor, Government Resident or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Registration fee 12/6 for endorsement on first certificate, and 2/6 for each additional certificate included in the Transfer, and £1 5s. for every new Certificate of Title issued. Additional Certificate fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office or the Transferee may take out a new Certificate for the residue.

St. 4051

SAFETY SLIP

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)

A958816D

I, N.S.W. REALTY CO. LIMITED

10 23

NEW SOUTH WALES

Trusts must not be disclosed
in the transfer.)

If a less estate, strike out "in
fee simple," and interline the
required alteration.

being registered as the proprietor of an estate in fee simple in the land hereinafter described,
subject, however, to such encumbrances, liens and interests as are notified hereunder in
consideration of SEVENTY ONE POUNDS SEVENTEEN SHILLINGS AND SIXPENCE
(£ 71.17.6 (the receipt whereof is hereby acknowledged) paid to it by
MAY PAINTER wife of George Ernest Painter of Gravesend, Dealer

A958816

A958816

If to two or more, state
whether as joint tenants
tenants in common.

If all the references cannot
be conveniently inserted, a
form of annexure (obtainable
at L.T.O.) may be added.
Any annexure must be signed
by the parties and their sig-
natures witnessed.
These references will suffice if
the whole land in the grant or
certificate be transferred.
If part only add "and being
of sec. D.P."

being the land shown in
the plan annexed hereto, or
being the residue of the
land in certificate (or grant)
entered Vol. Fol.
Where the consent of the
local council is required, a
subdivision certificate and
plan mentioned in the
L.G. Act, 1919, should
accompany the transfer.

Strike out if unnecessary.
Covenants should comply
with section 89 of the
Conveyancing Act, 1919.
Here also should be set forth
any right-of-way or easement
or exception.
Any provision in addition to
or modification of the
covenants implied by the
Act may also be inserted.

A very short note will suffice.

do hereby transfer to the transferee
ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland ✓	Cook ✓	Part And being Lot 49 of the Raby Estate as shown on Deposited Plan No.8979 ✓	3135 ✓	165 ✓

And the transferee covenants with the transferor
AND the Transferee do hereby for themselves, their executors, administrators and assigns and so as to
bind not only themselves, their executors, administrators and assigns but also the said piece of land
hereinbefore expressed to be hereby transferred and the successive owners and tenants thereof COVENANT
with the said Company and its assigns that the Transferee, their executors, administrators or assigns
shall not erect or permit to be erected on the said land any main building of less value than

And that on the erection of any such building, the said land shall be fenced, AND that no advertisement
hoarding shall be erected on the said land.

AND for the purposes of Section 89 of the Conveyancing Act of 1919, IT IS HEREBY FURTHER AGREED AND
DECLARED that:—

- The land to which the benefit of the above covenants is intended to be appurtenant is the
whole of the land comprised in Deposited Plan No.8979 ✓ other than the land hereby
transferred.
- The land which is to be subject to the burden of the above covenants is the land described
herein.
- The above covenants or any of them may be released, varied or modified with the consent of
the said Company, its successors or assigns, or its legal representatives.

ENCUMBRANCES, &c., REFERRED TO.

If executed within the State
his instrument should be
signed or acknowledged before
the Registrar-General or
Deputy Registrar-General or
Notary Public, a Justice of
the Peace, or Commissioner for Affidavits,
or whom the Transferor is
known, otherwise the attest-
ing witness must appear
before one of the above func-
tionaries to make a declara-
tion in the annexed form.
As to instruments executed
elsewhere, see p. 2.
Repeat attestation if
necessary.

If the Transferor or Trans-
feree signs by a mark, the
attestation must state "that
he instrument was read over
and explained to him, and
that he appeared fully to
understand the same."

Signed at
THE COMMON SEAL of the N.S.W. the
day of
Signed in my presence by the transferor
REALTY CO. LIMITED was hereto
affixed by JAMES BENNETT RICKARD
who is personally known to me
1923 in the presence of:

*Signed:

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Accepted, and I hereby certify this Transfer to be correct
for the purposes of the Real Property Act.

May Painter
Transferree.

* If signed by virtue of any power of attorney, the original must be registered, and an attested copy deposited, and the memorandum of non-revocation on page 2 signed
by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferor or his Solicitor, and renders any person falsely or negligently certifying liable to a

PLAN FORM 2 (A2)

DP1239714

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

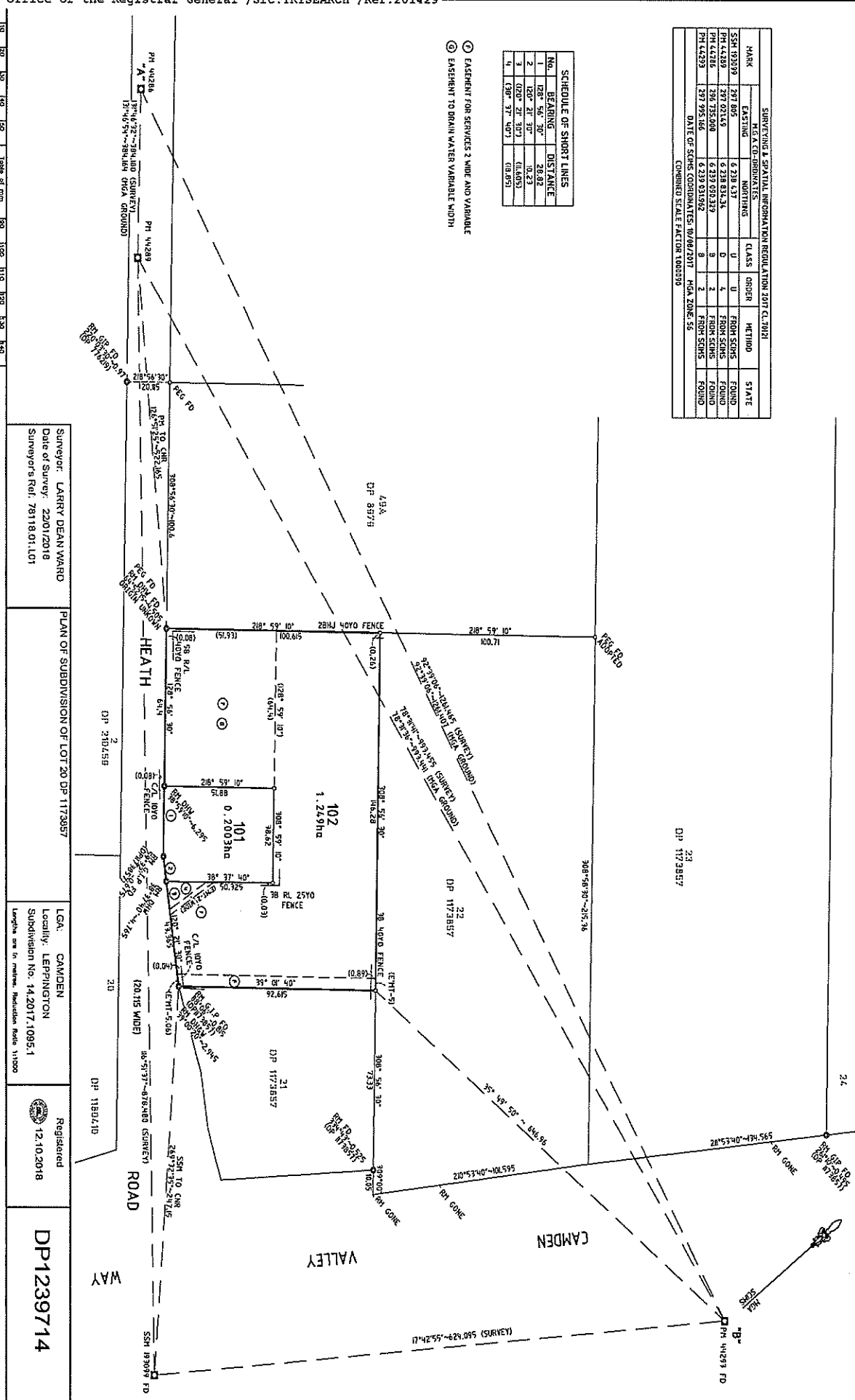
aPlan

Sheet 1 of 1 sheets

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CL 30(1)					
N.E.A. CO-ORDINATES					
MARK	EASTING	NORTHING	CLASS	ORDER	METHOD
SM 193039	297 805	6 238 437	U	U	FROM SCMS
PM 44289	297 074.6	6 238 834.36	0	4	FROM SCMS
PM 44288	296 735.000	6 239 050.329	8	2	FROM SCMS
PM 44293	297 995.166	6 239 031.962	8	2	FROM SCMS
DATE OF SCMS COORDINATES: 08/08/2017 MGA ZONE 55					
COMBINED SCALE FACTOR 1000070					

SCHEDULE OF SHORT LINES		
No.	BEARING	DISTANCE
1	128° 56' 30"	28.82
2	120° 21' 30"	10.23
3	100° 21' 30"	11.605
4	130° 37' 40"	10.673

- ② EASEMENT FOR SERVICES 2 WIDE AND VARIABLE
- ③ EASEMENT TO DRAIN WATER VARIABLE WIDTH



Surveyor: LARRY DEAN WARD
 Date of Survey: 22/01/2018
 Surveyor's Ref: 78118.01.101


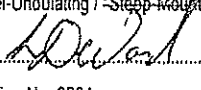
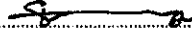
PLAN OF SUBDIVISION OF LOT 20 DP 1173857

LCA: CAMDEN
 Locality: LEPINGTON
 Subdivision No. 14.2017.1095.1
 Length in m to nearest Metres: 117000

Registered
 12.10.2018

DP1239714

ePlan

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
Registered:  12.10.2018 Title System: TORRENS		Office Use Only		Office Use Only	
		<h1 style="text-align: center;">DP1239714</h1>			
PLAN OF SUBDIVISION OF LOT 20 DP 1173857		LGA: CAMDEN Locality: LEPPINGTON Parish: COOK County: CUMBERLAND			
<h3 style="text-align: center;">Survey Certificate</h3> <p>I, LARRY DEAN WARD of SMEC AUSTRALIA PTY LTD PO BOX 232, CAMPBELLTOWN NSW 2560 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 22nd January 2018, or</p> <p>*(b) The part of the land shown in the plan ("being" excluding ".....") was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: "A" - "B" Type: "Urban"/"Rural" The terrain is "Level-Undulating" / "Steep-Mountainous".</p> <p>Signature:  Dated: 4/5/18 Surveyor Identification No: 2204 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*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.</p>		<h3 style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</h3> <p>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.</p> <p>Signature: Date: File Number: Office:</p>			
		<h3 style="text-align: center;">Subdivision Certificate</h3> <p>I, <u>SUGULE MOHAMED</u> "Authorised Person"/"General Manager"/"Accredited Certifier", certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  Accreditation number: Consent Authority: <u>Camden Council</u> Date of endorsement: <u>4/9/2018</u> Subdivision Certificate number: <u>14-2017-1095-1</u> File number: <u>DA1201711095</u></p> <p>*Strike through if inapplicable.</p>			
Plans used in the preparation of survey/compilation. DP 1173857 DP 776219		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.			
Surveyor's Reference: 78118.01.L01		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheet(s)															
<div style="display: flex; justify-content: space-between;"><div>Registered: 12.10.2018</div><div style="text-align: right;">Office Use Only</div></div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">PLAN OF SUBDIVISION OF LOT 20 DP 1173857</div> <div style="margin-top: 5px;">Subdivision Certificate number: <u>14.2017.1095-1</u> Date of Endorsement: <u>6/9/2018</u></div>	<div style="text-align: center; font-size: 24pt; font-weight: bold; margin-top: 20px;">DP1239714</div> <div style="margin-top: 20px; font-size: 10pt;">This sheet is for the provision of the following information as required:</div> <ul style="list-style-type: none">A schedule of lots and addresses - See 60(c) SSI Regulation 2017Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919Signatures and seals- see 195D Conveyancing Act 1919Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.																
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED, IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none">1. EASEMENT FOR SERVICES 2 WIDE & VARIABLE (F)2. RESTRICTION ON USE OF LAND3. EASEMENT TO DRAIN WATER VARIABLE WIDTH (G) <p style="text-align: center; font-weight: bold; margin-top: 20px;">INFORMATION SUPPLIED BY COUNCIL TO COMPLY WITH SURVEYING & SPATIAL INFORMATION REGULATIONS 2017 CLAUSE 60</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"><thead><tr><th style="width: 10%;">Lot</th><th style="width: 10%;">Street Number</th><th style="width: 30%;">Street Name</th><th style="width: 20%;">Street Type</th><th style="width: 30%;">Locality</th></tr></thead><tbody><tr><td>101</td><td>18</td><td>HEATH</td><td>ROAD</td><td>LEPPINGTON</td></tr><tr><td>102</td><td>16</td><td>HEATH</td><td>ROAD</td><td>LEPPINGTON</td></tr></tbody></table> <div style="margin-top: 20px;"><div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><p>Signed in my presence by STEFAN STALMAN who is personally known to me.</p><div style="display: flex; align-items: center;"><div style="text-align: center; width: 30%;"> Signature of Witness</div><div style="text-align: center; width: 30%;"> STEFAN STALMAN</div></div></div><div style="width: 50%; margin-top: 10px;"><p><u>TIMOMIR STOIKOVICH</u> Name of Witness (BLOCK LETTERS)</p><p><u>101 Moore St Liverpool Solicitor</u> Address and Occupation of Witness</p></div></div><div style="text-align: right; margin-top: 20px;"> Council Authorised Person</div></div> <p style="text-align: center; font-size: 10pt; margin-top: 10px;">If space is insufficient use additional annexure sheet</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">Surveyor's Reference: 78118.01.L01</div>			Lot	Street Number	Street Name	Street Type	Locality	101	18	HEATH	ROAD	LEPPINGTON	102	16	HEATH	ROAD	LEPPINGTON
Lot	Street Number	Street Name	Street Type	Locality													
101	18	HEATH	ROAD	LEPPINGTON													
102	16	HEATH	ROAD	LEPPINGTON													

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)	
Office Use Only Registered: 12.10.2018 PLAN OF SUBDIVISION OF LOT 20 DP 1173857	Office Use Only <div style="font-size: 2em; font-weight: bold; text-align: center; margin-top: 20px;">DP1239714</div>
Subdivision Certificate number: 14.2017.1095-1 Date of Endorsement: 4/9/2018	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> 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.
Camden Council by its authorised delegate pursuant to s.377 Local Government Act 1993	
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> (Signature of delegate)	
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> (Name of delegate)	
I certify that I am an eligible witness and that the delegate signed in my presence	
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> (Signature of Witness)	
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> (Name of Witness)	
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> (Address of Witness)	
<div style="text-align: right;"> <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> Council Authorised Person </div>	
If space is insufficient use additional annexure sheet	
Surveyor's Reference: 78118.01.L01	

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

(Sheet 1 of 4 sheets)

Plan: **DP1239714**

Plan of Subdivision of Lot 20 DP 1173857 covered by
Subdivision Certificate No.
dated the day of 2018

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

Stefan Stalman
18 Heath Road
Leppington NSW 2179

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 for Services 2 wide & Variable (F)	102 102	Lot 22 DP 1173857 101
2	Restriction on the Use of Land	Each Lot	Every other Lot
3	Easement to Drain Water Variable Width (G)	102	101

Part 2 (Terms)

- 1. Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan.**

An Easement for Services in the terms set out in Part 11 of Schedule 8 of the Conveyancing Act, 1919 (as amended).


Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan

Camden Council; the cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

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

The lot burdened shall not prevent the disposal of all sullage waste water from the existing residential buildings and existing on-site septic tanks erected on the benefited lot, until such

Approved by:
Camden Council


(General Manager/Authorised Officer)

78118.01.L01_88B_Rev B
03/09/18

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

Plan: **DP1239714**

(Sheet 2 of 4 sheets)

Plan of Subdivision of Lot 20 DP 1173857 covered by
Subdivision Certificate No.
dated the day of 2018

time as the existing dwelling on the benefited lot is connected to the reticulated sewerage system and the associated wastewater infrastructure is decommissioned and removed from the site.

The lot burdened shall not prevent full and free rights of access to enter upon the burdened lots and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, maintaining, or renewing any existing wastewater disposal system.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 2 in the plan

Camden Council; the cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.
However, a release cannot occur until such time that the future subdivision of Lot 102 takes place and the connection of the sewer main system is within the benefited lot.

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

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

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan

Camden Council; the cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

Approved by:
Camden Council


(General Manager/Authorised Officer)

78118.01.L01_88B_Rev B
03/09/18

ePlan


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

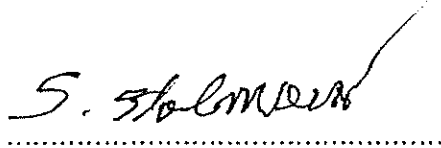
Plan: **DP1239714**


(Sheet 3 of 4 sheets)

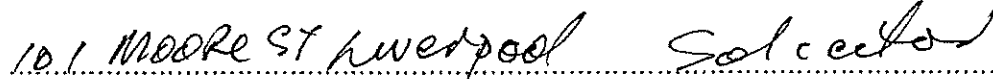
Plan of Subdivision of Lot 20 DP 1173857 covered by
Subdivision Certificate No.
dated the day of 2018

Signed in my presence by STEFAN STALMAN
who is personally known to me.

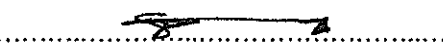

.....
Signature of Witness


.....
STEFAN STALMAN


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


.....
Address and Occupation of Witness

Approved by:
Camden Council


.....
(General Manager/Authorised Officer)

78118.01.L01_88B_Rev B
03/09/18

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

Plan: **DP1239714**

(Sheet 4 of 4 sheets)

Plan of Subdivision of Lot 20 DP 1173857 covered by
Subdivision Certificate No.

dated the day of 2018

Camden Council by its authorised delegate pursuant to s.377 Local Government Act 1993

..... (Signature of delegate)

..... **SAGULE MOHAMED** (Name of delegate)

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

..... (Signature of Witness)

..... **Michael Grasso** (Name of Witness)

..... **70 Central Avenue, Oran Park** (Address of Witness)

REGISTERED



12.10.2018

Approved by:
Camden Council

..... (General Manager/Authorised Officer)

78118.01.L01_88B_Rev B
03/09/18

Form: 01TG
Release: 34

TRANSFER GRANTING EASEMENT

New South Wales
Real Property Act 1900



AP859744E

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

(A) **TORRENS TITLE**

Servient Tenement 21/1173857	Dominant Tenement 22/1173857
---------------------------------	---------------------------------

(B) **LODGED BY**

Document Collection Box 28A	Name, Address or DX, Telephone, and Customer Account Number if any Associated Legal LPON: Box 3000 BAL Property 104247117A DX 2210 24 Reference: 191156 7843 6692	CODE TG
--------------------------------	--	------------

(C) **TRANSFEROR**

BELLEVUE PROPERTY DEVELOPMENTS PTY LTD (ACN 604 693 530) AND LAKIN PTY LTD (ACN 612 361 565)

(D)

The transferor acknowledges receipt of the consideration of \$ _____
and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

EASEMENT FOR ~~SUPPORT AND~~ BATTER 5.1 WIDE IN THE TERMS SET OUT IN ANNEXURE A AND SHOWN MARKED (X) ON ANNEXURE C

out of the servient tenement and appurtenant to the dominant tenement.

16/4/2020
Marcelle Michael
authorised to make
this alteration

(F)

Encumbrances (if applicable): _____

(G) **TRANSFeree**

SMPR INVESTMENTS NO 3 PTY LTD (ACN 618 513 796)

RELODGED

DATE 22 January 2020

22 APR 2020

TIME:

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company:

Authority: SEE ANNEXURE B

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company:

Authority: SEE ANNEXURE B

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

TRANSFER GRANTING EASEMENT

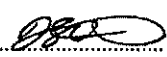
ANNEXURE "A"

TORRENS TITLE	Torrens Title	
	21/1173857	22/1173857
TRANSFEROR	BELLEVUE PROPERTY DEVELOPMENTS PTY LTD (ACN 604 693 530) AND LAKIN PTY LTD (ACN 612 361 565)	
EASEMENT	EASEMENT FOR SUPPORT & BATTER 5.1 WIDE	<i>16/4/2020</i> <i>Marcelle Mikhael</i> <i>authorised to make</i> <i>this alteration</i>
TRANSFeree	SMPR INVESTMENTS NO 3 PTY LTD (ACN 618 513 796)	

Terms of Easement for ~~Support~~ & Batter 5.1 wide:

1. The owner of the lot benefited may, at its own cost:
 - (a) construct and maintain on the lot burdened, but only within the site of this easement, whatever batter or embankment is reasonably necessary to support the surface or subsurface of the lot benefited or any part of it, or any structure or works on the lot benefited, and
 - (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the lot burdened, and
 - (ii) taking anything on to the lot burdened, and
 - (iii) carrying out work.
2. The owner of the lot burdened must not:
 - (a) interfere with the batter or embankment or the support it offers, or
 - (b) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the batter or embankment.
3. If the owner of the lot burdened does or allows anything to be done which damages the batter or embankment or impairs its effectiveness, the owner of the lot benefited may serve not less than '14 days' notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed. If the owner of the lot burdened does not comply with the notice, the owner of the lot benefited may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owner of the lot burdened.
4. In exercising its rights pursuant to clause 1 or its powers pursuant to clause 3 (whether or not after serving a notice under that clause), the owner of the lot benefited must:
 - (a) ensure all work is done properly, and
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (d) restore the lot burdened as nearly as is practicable to its former condition, and
 - (e) make good any collateral damage.

Name of authority empowered to release, vary or modify this easement is **Camden Council**.


Authorised Officer
Camden Council

TRANSFER GRANTING EASEMENT

ANNEXURE "B"

TORRENS TITLE	Torrens Title	
	21/1173857	22/1173857
TRANSFEROR	BELLEVUE PROPERTY DEVELOPMENTS PTY LTD (ACN 604 693 530) AND LAKIN PTY LTD (ACN 612 361 565)	
EASEMENT	EASEMENT FOR SUPPORT & BATTER 5.1 WIDE 16/4/2020	
TRANSFeree	SMPR INVESTMENTS NO 3 PTY LTD (ACN 618 513 796)	Marcelle Michael authorised to make this alteration

Execution by Registered Proprietor(s):

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appears(s) below pursuant to the authority specified.

Corporation: BELLEVUE PROPERTY DEVELOPMENTS PTY LTD ACN 604 693 530

Authority: section 127 of the Corporations Act 2001

.....
Signature of authorised person:

.....
Name of authorised person:
Office held: DIRECTOR

.....
Signature of authorised person:

.....
Name of authorised person:
Office held: DIRECTOR/SECRETARY

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appears(s) below pursuant to the authority specified.

Corporation: LAKIN PTY LTD ACN 612 361 565

Authority: section 127 of the Corporations Act 2001

.....
Signature of authorised person:

.....
Name of authorised person:
Office held: DIRECTOR

.....
Signature of authorised person:

.....
Name of authorised person:
Office held: DIRECTOR/SECRETARY

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appears(s) below pursuant to the authority specified.

Corporation: SMPR INVESTMENTS NO 3 PTY LTD ACN 618 513 796

Authority: section 127 of the Corporations Act 2001

.....
Signature of authorised person:

.....
Name of authorised person:
Office held: DIRECTOR

.....
Signature of authorised person:

.....
Name of authorised person:
Office held: DIRECTOR/SECRETARY

.....
Authorised Officer
Camden Council

TRANSFER GRANTING EASEMENT

ANNEXURE "B"

TORRENS TITLE	Torrens Title	
	21/1173857	22/1173857
TRANSFEROR	BELLEVUE PROPERTY DEVELOPMENTS PTY LTD (ACN 604 693 530) AND LAKIN PTY LTD (ACN 612 361 565)	
EASEMENT	EASEMENT FOR SUPPORT & BATTER 5.1 WIDE 16/4/2020	
TRANSFeree	SMPR INVESTMENTS NO 3 PTY LTD (ACN 618 513 796)	Marcelle Michael authorised to make this alteration

Execution by the Camden Council

Signed by me, Daniel Streater
Manager Certification
(Name and Position of Delegate)

[Signature]
Signature of Delegate

as a Delegate of Camden Council pursuant to Sec. 378
of the Local Government Act 1993 and I hereby certify
that I have no notice of revocation of such delegation.

[Signature]
Signature of Witness

Sugale Mohammed
Name of Witness

70 Central Ave
Oran Park, NSW 2570
Address of Witness

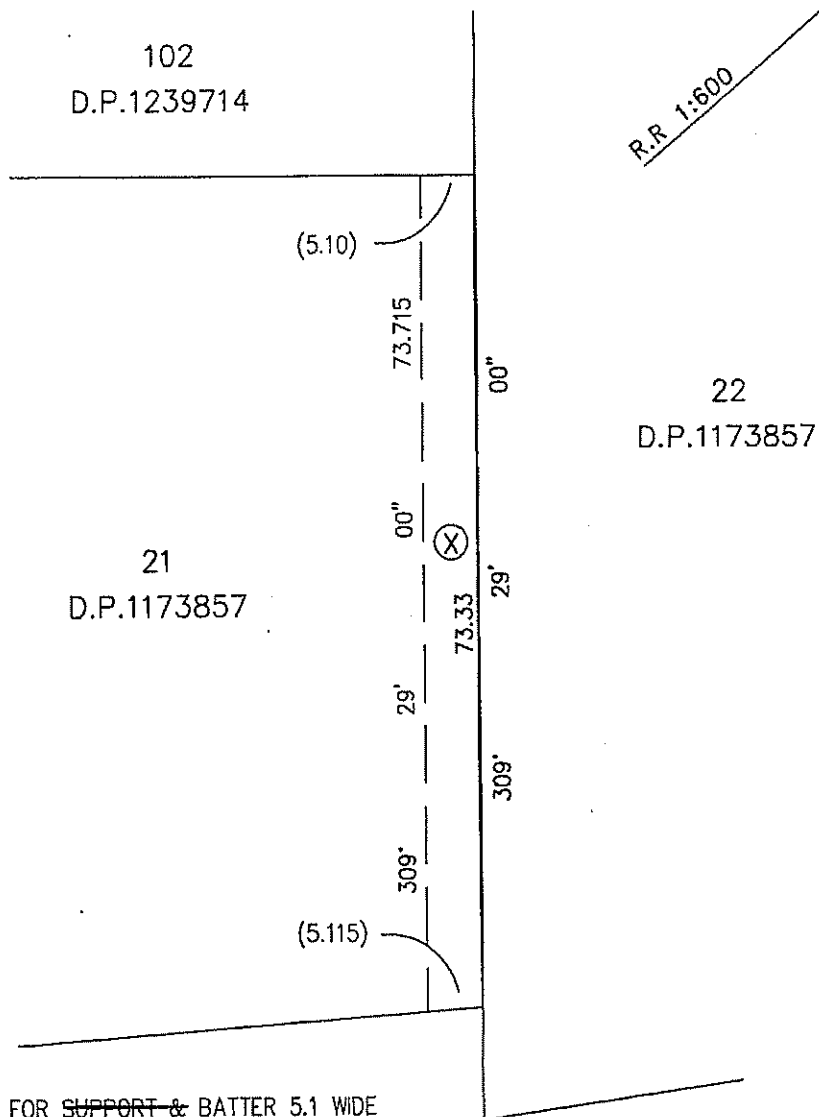
P 4/10
RB JB M.L.

TRANSFER GRANTING EASEMENT

ANNEXURE "C"

TORRENS TITLE	Torrens Title	
	21/1173857	22/1173857
TRANSFEROR	BELLEVUE PROPERTY DEVELOPMENTS PTY LTD (ACN 604 693 530) & LAKIN PTY LTD (ACN 612 361 565)	
EASEMENT	EASEMENT FOR SUPPORT & BATTER 5.1 WIDE	
TRANSFeree	SMPR INVESTMENTS NO 3 PTY LTD (ACN 618 513 796)	

16/4/2020
Marcelle Michael
authorised to make
this alteration



(X) EASEMENT FOR SUPPORT & BATTER 5.1 WIDE

16/4/2020
Marcelle Michael
authorised to make
this alteration

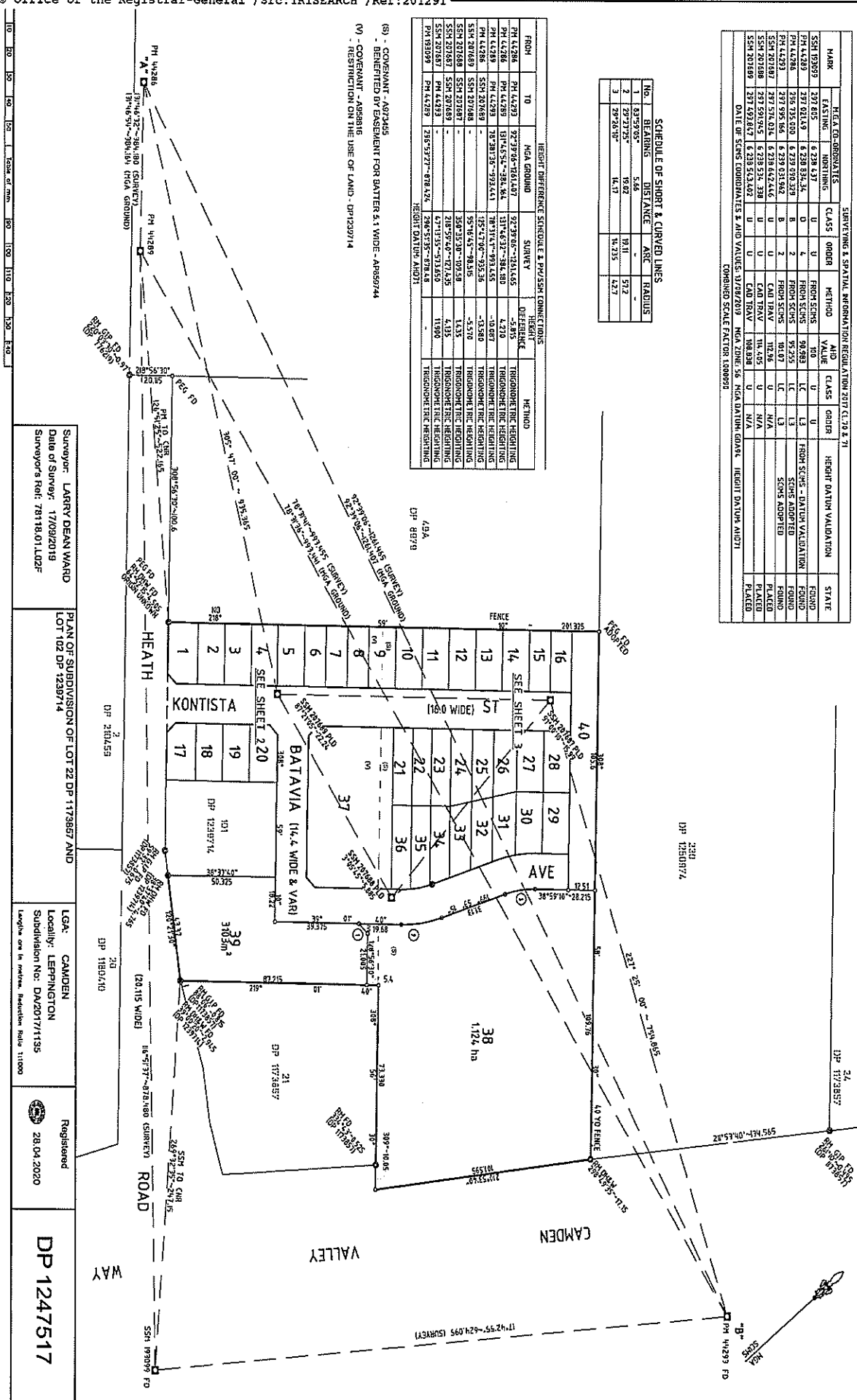
CAMDEN VALLEY WAY

P.A.
M.L.
RB

SCHEDULE OF SHORT & CURVED LINES				
No.	BEARING	DISTANCE	ARC	RADIUS
1	83°59'05"	5.66	-	-
2	29°23'25"	19.02	19.11	57.2
3	79°26'10"	14.17	14.235	42.7

	FROM	TO	HEIGHT DIFFERENCE STRUCTURE & PRO-50M CONNECTIONS	SURVEY	HEIGHT E.	METHOD
	PM 44.268	PM 44.793	92.37-95.46= -38.64	92.37-95.46= -38.64	-0.87	TRIGNOMIC TIC MEASURING
	PM 44.268	PM 44.793	91.67-95.46= -38.64	91.67-95.46= -38.64	4.210	TRIGNOMIC TIC MEASURING
	PM 44.268	PM 44.793	92.20-95.46= -39.02	92.20-95.46= -39.02	-0.87	TRIGNOMIC TIC MEASURING
	SSM 20.689	SSM 20.689	92.57-90.00= -29.55	92.57-90.00= -29.55	-13.50	TRIGNOMIC TIC MEASURING
	SSM 20.689	SSM 20.689	95.46-45.00= -50.50	95.46-45.00= -50.50	1.35	TRIGNOMIC TIC MEASURING
	SSM 20.689	SSM 20.689	90.00-45.00= -45.00	90.00-45.00= -45.00	4.35	TRIGNOMIC TIC MEASURING
	SSM 20.689	SSM 20.689	90.00-45.00= -45.00	90.00-45.00= -45.00	4.35	TRIGNOMIC TIC MEASURING
	SSM 20.689	SSM 20.689	90.00-45.00= -45.00	90.00-45.00= -45.00	11.90	TRIGNOMIC TIC MEASURING
	PM 44.793	PM 44.793	92.37-95.46= -38.64	92.37-95.46= -38.64	-0.87	TRIGNOMIC TIC MEASURING

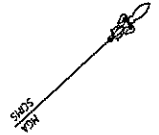
(S) - COVENANT - A973465
- BENEFITED BY EASEMENT FOR BATTER 5.1 WIDE - AP869744
(N) - COVENANT - A958816
- RESTRICTION ON THE USE OF LAND - DP1239714



PLAN FORM 2 (A2)

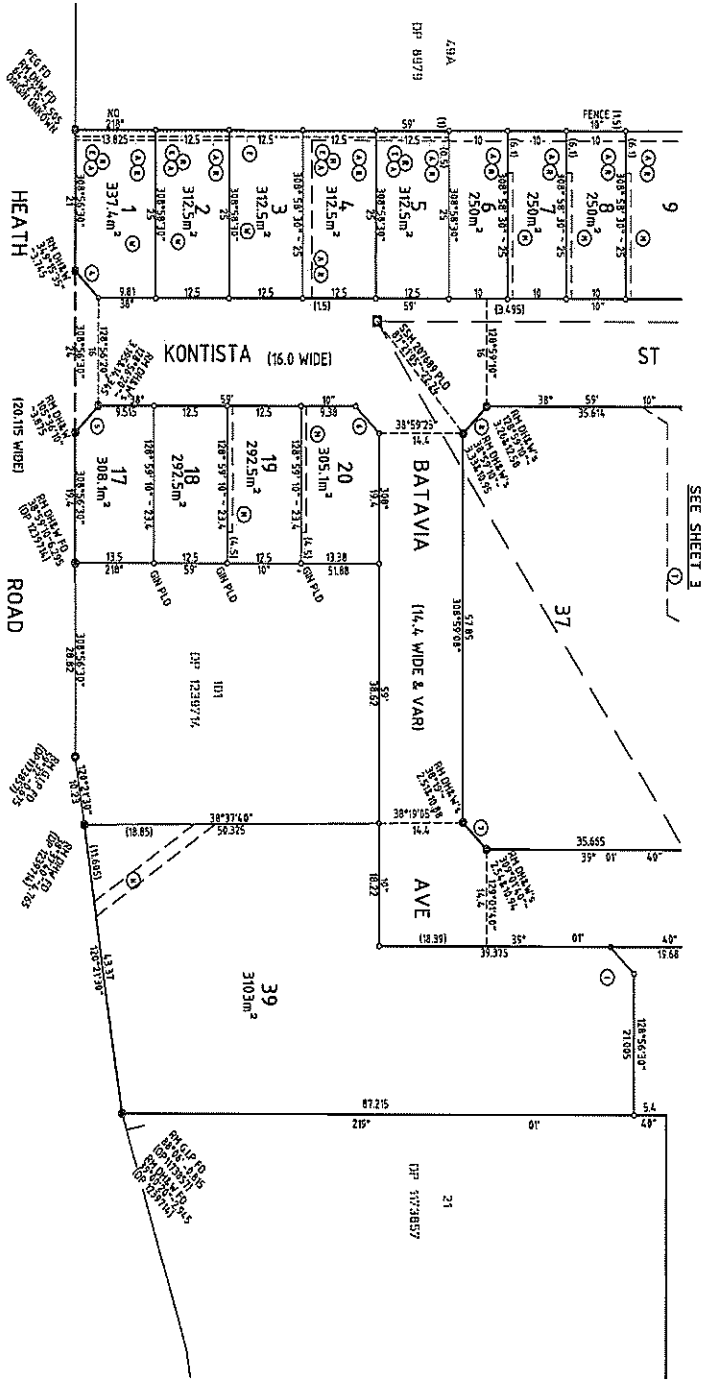
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 3 ahead



No.	BEARING	DISTANCE	ARC	RADIUS
1	83°59'05"	5.66	-	-
2	83°59'05"	5.65	-	-
3	83°59'05"	5.65	-	-
4	83°59'05"	5.65	-	-
5	83°59'05"	5.65	-	-
6	83°59'05"	5.65	-	-
7	83°59'05"	5.65	-	-
8	83°59'05"	5.65	-	-
9	83°59'05"	5.65	-	-

- ① EASEMENT TO DRAIN WATER 15.3 & 4 WIDE.
- ② RESTRICTION ON THE USE OF LAND 85 WIDE.
- ③ EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE.
- ④ EASEMENT TO DRAIN WATER VARIABLE WIDTH.
- ⑤ EASEMENT FOR SERVICES 2 WIDE.
- ⑥ RESTRICTION ON THE USE OF LAND.
- ⑦ EASEMENT TO DRAIN WATER 2 & 3 WIDE.



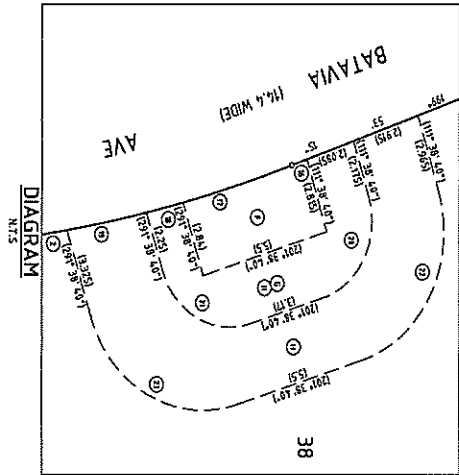
Surveyor: LARRY DEAN WARD Date of Survey: 17/09/2019 Surveyor's Ref: 76118.01.LDF	PLAN OF SUBDIVISION OF LOT 22 DP 1173857 AND LOT 102 DP 1239714	LGA: CAMDEN Locality: LEPPINGTON Subdivision No: DA2017/1135 Lengths are in metres. Maximum Ratio 1:500	Registered 28.04.2020	DP 1247517
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DP1247517

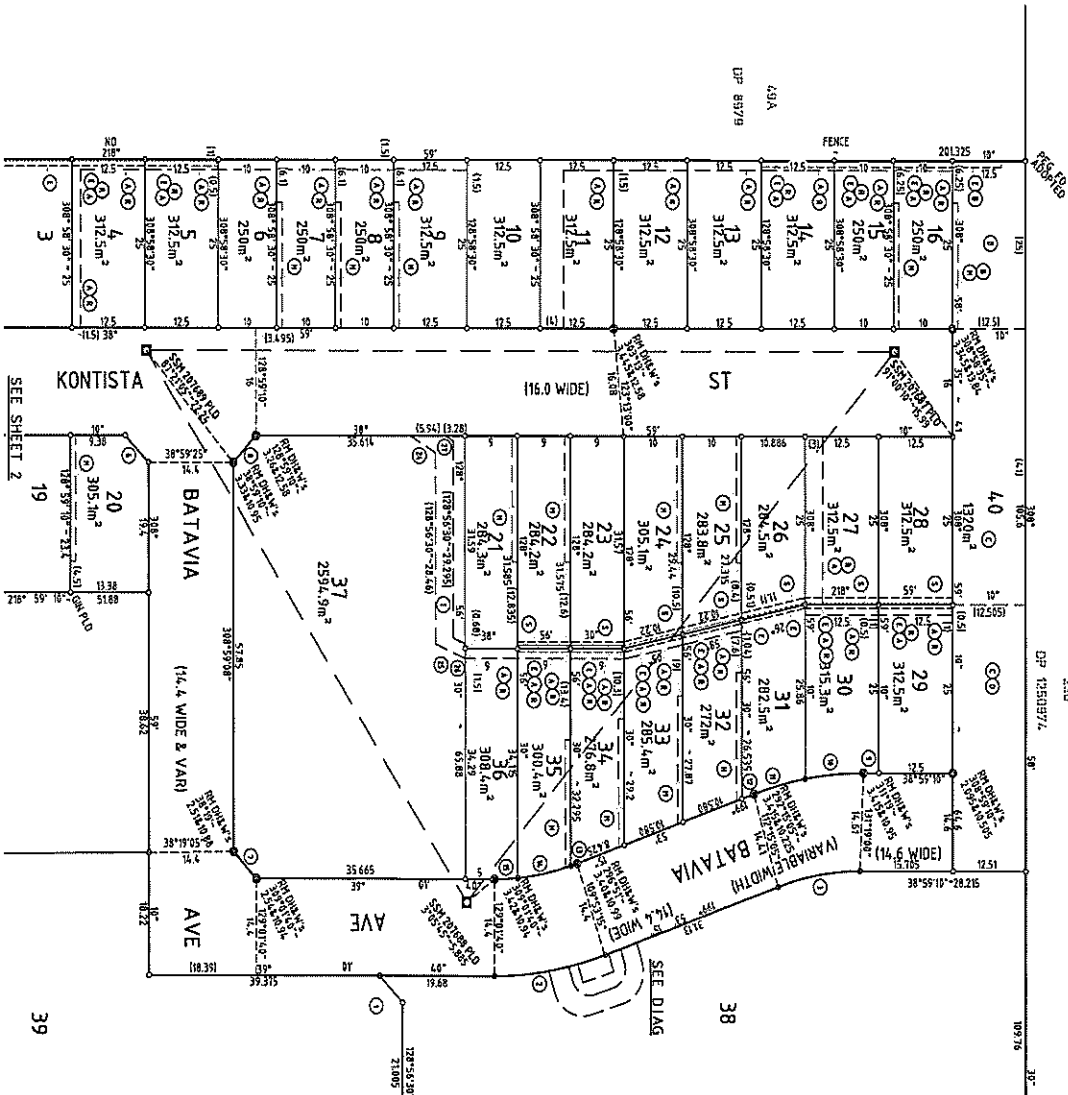
PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION


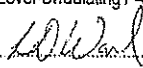
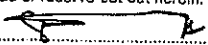
Sheet 3 of 3 sheets


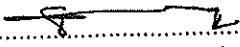


No.	BEARING	DISTANCE	ARC	RADIUS
1	83°59'55"	5.66	-	-
2	29°25'35"	16.49	70.17	57.2
3	29°25'35"	16.17	76.235	42.7
4	73°39'10"	5.655	-	-
5	74°40'05"	5.665	-	-
6	35°59'10"	2.61	-	-
7	21°40'25"	9.93	9.96	57.2
8	21°40'25"	9.16	9.16	57.2
9	21°40'25"	9.16	9.16	57.2
10	21°40'25"	9.16	9.16	57.2
11	21°40'25"	9.16	9.16	57.2
12	21°40'25"	9.16	9.16	57.2
13	21°40'25"	9.16	9.16	57.2
14	21°40'25"	9.16	9.16	57.2
15	21°40'25"	9.16	9.16	57.2
16	109°33'51"	0.34	-	-
17	102°16'51"	1.56	1.56	57.2
18	105°27'05"	1.56	1.56	57.2
19	107°58'09"	1.56	1.56	57.2
20	106°38'43"	1.56	1.56	57.2
21	124°38'43"	1.56	1.56	57.2
22	106°38'43"	1.56	1.56	57.2
23	124°38'43"	1.56	1.56	57.2
24	106°38'43"	1.56	1.56	57.2
25	124°38'43"	1.56	1.56	57.2
26	106°38'43"	1.56	1.56	57.2
27	124°38'43"	1.56	1.56	57.2
28	106°38'43"	1.56	1.56	57.2
29	124°38'43"	1.56	1.56	57.2
30	106°38'43"	1.56	1.56	57.2
31	124°38'43"	1.56	1.56	57.2
32	106°38'43"	1.56	1.56	57.2
33	124°38'43"	1.56	1.56	57.2
34	106°38'43"	1.56	1.56	57.2
35	124°38'43"	1.56	1.56	57.2
36	106°38'43"	1.56	1.56	57.2
37	124°38'43"	1.56	1.56	57.2
38	106°38'43"	1.56	1.56	57.2
39	124°38'43"	1.56	1.56	57.2






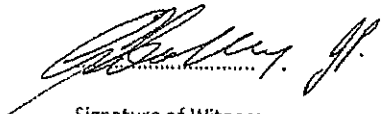
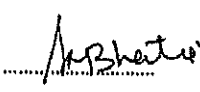

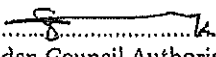
Surveyor: LARRY DEAN WARD Date of Survey: 17/09/2019 Surveyor's Ref: 78118.01.102F	PLAN OF SUBDIVISION OF LOT 22 DP 1173857 AND LOT 102 DP 1239714	LGA: CAMDEN Locality: LEPINGTON Subdivision No: DA20171135 Lengths are in metres. Reduction Ratio 1:500	Registered 28.04.2020	DP 1247517
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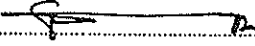


PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 7 sheet(s)	
Registered:  28.04.2020 Title System: TORRENS		Office Use Only		Office Use Only	
		DP1247517			
PLAN OF SUBDIVISION OF LOT 22 IN DP1173857 AND LOT 102 IN DP1239714		LGA: CAMDEN Locality: LEPPINGTON Parish: COOK County: CUMBERLAND			
Survey Certificate I, LARRY DEAN WARD Of SMEC AUSTRALIA PTY LTD. Level 6, 3 Horwood Place, Parramatta, NSW 2150 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 17th September 2019, or *(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: "A" - "B" Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 8/11/19 Surveyor Identification No: 2204 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that		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, <u>Sugile Mohamed</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: <u>Camden Council</u> Date of endorsement: <u>10.03.2020</u> Subdivision Certificate number: <u>14.2017.1135.1</u> File number: <u>DA/2017/1135</u> *Strike through if inapplicable			
Plans used in the preparation of survey/compilation. DP1173857 DP1239714 DP776219		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE KONTISTA STREET AND BATAVIA AVE TO THE PUBLIC AS PUBLIC ROAD			
Surveyor's Reference: 78118.01.L02		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			


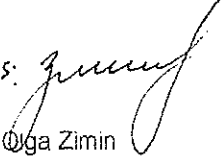
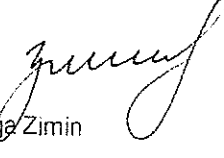
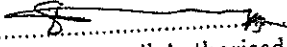
PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 7 sheet(s)																																																																																																																																					
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Subdivision Certificate number: 14.2017.1135.1 Date of Endorsement: 10.03.2020		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 																																																																																																																																							
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PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 7 sheet(s)	
Office Use Only		Office Use Only			
Registered: 28.04.2020		DP1247517			
PLAN OF SUBDIVISION OF LOT 22 IN DP1173857 AND LOT 102 IN DP1239714		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 			
Subdivision Certificate number: <u>14.2017.1135.1</u> Date of Endorsement: <u>10.03.2020</u>					
LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
22		14	KONTISTA	STREET	LEPPINGTON
23		16	KONTISTA	STREET	LEPPINGTON
24		18	KONTISTA	STREET	LEPPINGTON
25		20	KONTISTA	STREET	LEPPINGTON
26		22	KONTISTA	STREET	LEPPINGTON
27		24	KONTISTA	STREET	LEPPINGTON
28		26	KONTISTA	STREET	LEPPINGTON
29		37	BATAVIA	AVENUE	LEPPINGTON
30		35	BATAVIA	AVENUE	LEPPINGTON
31		33	BATAVIA	AVENUE	LEPPINGTON
32		31	BATAVIA	AVENUE	LEPPINGTON
33		29	BATAVIA	AVENUE	LEPPINGTON
34		27	BATAVIA	AVENUE	LEPPINGTON
35		25	BATAVIA	AVENUE	LEPPINGTON
36		23	BATAVIA	AVENUE	LEPPINGTON
37		1	BATAVIA	AVENUE	LEPPINGTON
38		1339	CAMDEN VALLEY	WAY	LEPPINGTON
39		16	HEATH	ROAD	LEPPINGTON
40		33	KONTISTA	STREET	LEPPINGTON
..... Camden Council Authorised Person					
If space is insufficient use additional annexure sheet					
Surveyor's Reference: 78118.01.L02					

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 7 sheet(s)
Registered:  28.04.2020	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 22 IN DP1173857 AND LOT 102 IN DP1239714		DP1247517 This sheet is for the provision of the following information as required. <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number: 14.2017.1135.1 Date of Endorsement: 10.03.2020		
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none">1. EASEMENT TO DRAIN WATER 1.5, 3 & 4 WIDE (A)2. EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE (M)3. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (C)4. POSITIVE COVENANT5. EASEMENT TO DRAIN WATER VARIABLE WIDTH (W)6. RESTRICTION AS TO USER7 POSITIVE COVENANT8 EASEMENT FOR SUPPORT 0.5 WIDE (S)9 EASEMENT FOR PADMOUNT SUBSTATION VARIABLE WIDTH (F)10. RESTRICTION ON THE USE OF LAND (G)11. RESTRICTION ON THE USE OF LAND (H)12. RESTRICTION ON THE USE OF LAND 0.5 WIDE (E)13. RESTRICTION ON THE USE OF LAND (R)14. EASEMENT FOR SERVICES 2 WIDE (N)15. RESTRICTION ON THE USE OF LAND16. RESTRICTION ON THE USE OF LAND17. EASEMENT TO DRAIN WATER 2 & 3 WIDE (T) <p>IT IS INTENDED TO RELEASE :</p> <ol style="list-style-type: none">1. EASEMENT TO DRAIN WATER VARIABLE WIDTH (G) (DP 1239714)2. EASEMENT FOR SERVICES 2 WIDE & VARIABLE (F) (DP 1239714) <p style="text-align: right;"> Camden Council Authorised Person</p> <p style="text-align: center;">If space is insufficient use additional annexure sheet</p> <p>Surveyor's Reference: 78118.01.L02</p>		

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 5 of 7 sheet(s)
Registered:  28.04.2020	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 22 IN DP1173857 AND LOT 102 IN DP1239714		DP1247517
Subdivision Certificate number: 14.2017.1135.1 Date of Endorsement: 19.03.2020		
		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• 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.
<p>Signed in my presence by <u>Som NATH BHATIA</u> who is personally known to me</p> <div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><p> Signature of Witness</p><p>Geoffrey Brian Coakley Justice of the Peace No: 162123</p><p>.....</p><p>Name of Witness (BLOCK LETTERS) LEVEL 13, 56 PITT STREET SYDNEY NSW 2000 Snr. Portfolio Manager / JUSTICE OF THE PEACE</p><p>Address and Occupation of Witness</p></div><div style="width: 45%;"><p> Registered Proprietor</p><p>SMPR INVESTMENTS NO 3 PTY LTD SOM NATH BHATIA DIRECTOR</p><p> RITESH BHATIA DIRECTOR</p></div></div> <div style="text-align: center; margin-top: 20px;"><p> Camden Council Authorised Person</p></div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 78118.01. L02		

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 6 of 7 sheet(s)
<div style="text-align: right; font-size: small;">Office Use Only</div> Registered:  28.04.2020	<div style="text-align: right; font-size: small;">Office Use Only</div> <div style="text-align: center; font-size: large; font-weight: bold; margin-top: 20px;">DP1247517</div>	<div style="font-size: x-small;">This sheet is for the provision of the following information as required:</div> <ul style="list-style-type: none">A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>Signatures and seals- see 195D <i>Conveyancing Act 1919</i>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
<div style="font-size: x-small;">Camden Council by its authorised delegate pursuant to s.37 Local Government Act 1993</div> <div style="margin-top: 20px;"><div style="display: flex; justify-content: space-between; align-items: flex-end;"><div style="width: 60%;"><div style="text-align: center; margin-bottom: 10px;"> (Signature of delegate)</div><div style="text-align: center; margin-bottom: 10px;"><u>Sugale Mohamed</u> (Name of delegate)</div></div><div style="width: 35%; border: 1px solid black; padding: 5px; text-align: center; font-size: x-small;"><div style="margin-bottom: 5px;">Sugale Mohamed</div><div style="margin-bottom: 5px;">T/Leader Engineering Certification</div><div style="margin-bottom: 5px;">10 APR 2020</div><div style="margin-bottom: 5px;">Camden Council</div></div></div><div style="margin-top: 10px; font-size: x-small;">I certify that I am an eligible witness and that the delegate signed in my presence</div><div style="margin-top: 20px;"><div style="text-align: center; margin-bottom: 10px;"> (Signature of Witness)</div><div style="text-align: center; margin-bottom: 10px;"><u>Thang Ma</u> (Name of Witness)</div><div style="text-align: center; margin-bottom: 10px;"><u>70 Central Avenue</u> <u>Oran Park NSW 2570</u> (Address of Witness)</div></div><div style="margin-top: 40px; font-size: x-small;"><div style="text-align: center; margin-bottom: 5px;"></div>EXECUTED by <u>SMPR Investments No 3 Pty</u> <u>Ltd ABN</u></div><div style="margin-top: 20px; font-size: x-small;">in accordance with Section 127(1) of the Corporations Act 2001 in the presence of</div></div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 78118.01.L02		

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 7 of 7 sheet(s)
Registered:  28.04.2020	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 22 IN DP1173857 AND LOT 102 IN DP1239714		DP1247517
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.		
<p>AN 818696 <u>Mortgage to The Trust Company (Australia) Limited</u></p> <p>The Trust Company (Australia) Limited ACN 000 000 993 by its Attorney pursuant to Power of Attorney dated 18 September 2014 Registered No. 134 Book 4676 Who states that he/she has received no notice of revocation of the Power of Attorney.</p> <p>Attorney Name: John Newby Position: Head of Custody</p> <p>Witness:  Olga Zimin</p>		
<p>AN 818698 <u>Mortgage to The Trust Company (Australia) Limited</u></p> <p>The Trust Company (Australia) Limited ACN 000 000 993 by its Attorney pursuant to Power of Attorney dated 18 September 2014 Registered No. 134 Book 4676 Who states that he/she has received no notice of revocation of the Power of Attorney.</p> <p>Attorney Name: John Newby Position: Head of Custody</p> <p>Witness:  Olga Zimin</p> <p> Camden Council Authorised Person</p>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 78118.01.L02		

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

Lengths are in metres

(Sheet 1 of ²¹18 sheets)

Plan **DP1247517**

Plan of Subdivision of Lot 22 in DP 1173857
 and Lot 102 in DP1239714

Covered by Subdivision Certificate 14.2017.1135.1
 Subdivision Certificate No.
 dated the 10 day of March
 2020

Full name and address of
 the proprietor of the land:

SMPR Investments No. 3 Pty Ltd
 ACN 618 513 796
 20 Buran Road,
 Pemulwuy NSW 2145

Part 1

Number of item shown in the intention panel on the plan	Identity of easement, profit a'prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 1.5, 3 & 4 wide (A)	1 2 4 5 6 7 8 9 11 12 13 14 15 16 27 29 30 32 33 34 35 36	2 & 3 3 5, 6, 7, 8, 9, & 10 6, 7, 8, 9 & 10 7, 8, 9 & 10 8, 9 & 10 9 & 10 10 12, 13, 14, 15, 16 & Part 40 designated "B" 13, 14, 15, 16 & Part 40 designated "B" 14, 15, 16 & Part 40 designated "B" 15, 16 & Part 40 designated "B" 16 & Part 40 designated "B" Part 40 designated "B" 29, 30 & Part 40 designated "D" Part 40 designated "D" 29 & Part 40 designated "D" 31 31 & 32 31, 32 & 33 31, 32, 33 & 34 31, 32, 33, 34 & 35

Approved by the Council of the City of Camden


 Authorised Person

78118.01.L02.88B.Rev_M
 28/02/2020

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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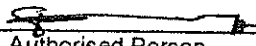
21
 (Sheet 2 of 18 sheets)

Plan **DP1247517**

Plan of Subdivision of Lot 22 in DP 1173857
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 Covered by Subdivision Certificate
 Subdivision Certificate No. 14-2017-1135-1
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2	Easement for Maintenance and Access 0.9 wide (M)	7 8 9 16 19 20 21 22 24 25 32 33 34 35 40	6 7 8 15 18 19 22 23 25 26 31 32 33 34 16
3	Right of carriageway variable width (C)	40	Camden city council
4	Positive covenant	All lots	Camden city council
5	Easement to Drain Water Variable width (W)	1, 2 & 3	Camden city council
6	Restriction on the Use of Land	10 to 16 inclusive, 27, 28, 29, 30, 38 & 40	Camden city council
7	Positive covenant (entire lot)	1, 2 & 3	Camden city council
8	Easement for support 0.5 wide (S)	22 23 24 25 26 27 28	35 34 33 32 31 30 29
9	Easement for Padmount Substation Variable Width (F)	38	Epsilon Distribution Ministerial Holding Corporation

Approved by the Council of the City of Camden


 Authorised Person

78118.01.L02.88B.Rev_M
 28/02/2020

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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 CONVEYANCING ACT 1919.**

Lengths are in metres

21
 (Sheet 3 of 28 sheets)

Plan **DP1247517**

Plan of Subdivision of Lot 22 in DP 1173857
 and Lot 102 in DP1239714

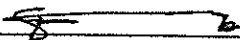
Covered by Subdivision Certificate

Subdivision Certificate No. 14.2017.1135.1

dated the 10 day of March 2020

10	Restriction on the Use of Land (G)	Part 38	Epsilon Distribution Ministerial Holding Corporation
11	Restriction on the Use of Land (H)	Part 38	Epsilon Distribution Ministerial Holding Corporation
12	Restriction on the Use of Land 0.5 wide (E)	1 – 5 inclusive 14, 15, 16 & 40 29 30 31 32 33 34 35	Camden city council Camden city council 28 27 26 25 24 23 22
13	Restriction on the Use of Land (R)	1, 2, 4 - 9 inclusive, 11 - 16 inclusive, 27, 29, 30 & 32-36 inclusive	Camden city Council
14	Easement for Services 2 wide (N)	39	Lot 101 DP1239714
15	Restriction on the Use of Land	1 to 36 inclusive	Camden city Council
16	Restriction on the Use of Land	6, 7, 8, 15, 16, 18, 19, 21, 22, 23, 25, 26, 31, 32, 33 and 34	Camden city Council
17	Easement to drain water 2 & 3 wide (T)	37	31 to 36 inclusive

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78118.01.L02.88B.Rev_M
 28/02/2020

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Lengths are in metres

(Sheet 4 of ²¹18 sheets)

Plan **DP1247517**

Plan of Subdivision of Lot 22 in DP 1173857
 and Lot 102 in DP1239714
 Covered by Subdivision Certificate
 Subdivision Certificate No. 14-2017-1135-1
 dated the 10 day of March
 2020

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water Variable width (G) (DP1239714)	Lot 102 DP 1239714	Lot 101 DP 1239714
2	Easement for Services 2 wide & Variable (F) (DP 1239714)	Lot 102 DP 1239714	Lot 22 DP1173857 Lot 101 DP1239714

Part 2

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

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

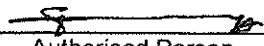
Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.

Camden City Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification.

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

1.1. Definitions

Approved by the Council of the City of Camden


 Authorised Person

78118.01.L02.88B.Rev_M
 28/02/2020

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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Lengths are in metres

(Sheet 5 of ²¹~~18~~ sheets)

Plan **DP1247517**

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Covered by Subdivision Certificate

Subdivision Certificate No. 14-2017-1135.1

dated the

2020

10 day of March

- 1.1.1. "easement site" means that area of the lot burdened shown on the plan as being affected by "Easement for Maintenance and Access 0.9 wide "M".
- 1.2. Subject to clause 1.3, the owner of the lot benefited may:
- 1.2.1. with prior reasonable notice given to the owner or occupier of the lot burdened, use the easement site for the purpose of carrying out necessary work (including maintenance and repair) on:
- (a) the lot benefited; and
 - (b) any structure belonging to the owner of the lot benefited,
- which cannot otherwise reasonably be carried out; and
- 1.2.2. do anything reasonably necessary for that purpose, including:
- (a) entering into the lot burdened;
 - (b) taking anything onto the lot burdened; and
 - (c) carrying out necessary works.
- 1.3. The rights under this Easement for Maintenance and Access are limited to the extent necessary to permit the owner of the lot benefited to maintain and repair the exposed areas of:
- 1.3.1. the lot benefited; and
- 1.3.2. any structure belonging to the owner of the lot benefited.
- 1.4. In exercising the rights under this clause 11, the owner of the lot benefited must:
- 1.4.1. ensure all work on the lot benefited is done properly and carried out as quickly is practicable;
- 1.4.2. cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- 1.4.3. cause as little damage as is practicable to the lot burdened and any improvements on it; and
- 1.4.4. restore the lot burdened as nearly as is practicable to its former condition; and

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Authorised Person

78118.01.L02.88B.Rev_M
28/02/2020

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COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
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Lengths are in metres

(Sheet 6 of ²¹~~18~~ sheets)

Plan **DP1247517**

Plan of Subdivision of Lot 22 in DP 1173857
and Lot 102 in DP1239714

Covered by Subdivision Certificate

Subdivision Certificate No. **14-2017-1135-1**
dated the **10 day of March**
2020

1.4.5. make good any collateral damage.

1.5. The owner of the lot burdened is not by the creation of this easement prohibited from constructing the following improvements within the easement site:

1.5.1. cross beams of an open roof pergola may extend over the easement site to the boundary of the Burdened Lot;

1.5.2. fencing and gates;

1.5.3. garbage bin storage;

1.5.4. meter boxes for gas and electricity;

1.5.5. retaining walls and landscaping; and

1.5.6. other similar structures or improvements,

provided the improvements do not significantly interfere with the use and enjoyment of the easement rights by the owner of the lot benefited.

NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR MODIFY, THE TERMS OF THE EASEMENT FIRSTLY SECONDLY & THIRDLY REFERRED TO IN THE ABOVE MENTIONED PLAN IS:

Camden City Council

The cost and expense of any such release, variation or modification shall be borne by the person(s) or corporation requesting the same in all respect

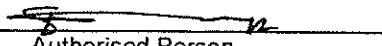
3. Terms of easement, profit à prendre, restriction, or positive covenant numbered 3 in the plan

A Right of Carriageway in the terms set out in Part 1 of Schedule 4A of the Conveyancing Act, 1919 (as amended)..

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.

Camden City Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification

Approved by the Council of the City of Camden


Authorised Person

78118.01.L02.88B.Rev_M
28/02/2020

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
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Lengths are in metres

(Sheet 7 of ²¹18 sheets)

Plan **DP1247517**

Plan of Subdivision of Lot 22 in DP 1173857
and Lot 102 in DP1239714

Covered by Subdivision Certificate

Subdivision Certificate No. 17.2017.1135.1

dated the
2020

10 day of March

**4. TERMS OF POSITIVE COVENANT FOURTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN.**

The registered proprietor of the lot(s) hereby burdened will in respect of all proposed earthworks, landscaping, building and associated infrastructure proposed to be constructed on the land, carry out or constructed all in accordance with the management strategies as contained within the report – report on salinity investigation and management plan – proposed residential subdivision 18 Heath road 1339 Camden Valley road Leppington prepared by douglas Partners project 92227.00 dated july 2017.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 4 in the plan.

Camden City Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification

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

Easement to Drain Water Variable width (W) as set out in Part 3 of Schedule 4A of the Conveyancing Act, 1919


Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan.

Camden City Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification.

**6. TERMS OF RESTRICTION ON THE USE OF LAND SIXTHLY REFERRED TO IN THE
ABOVE MENTIONED PLAN.**

For the purpose of this clause, AS3959 means the Australian Standards: Construction of Buildings in Bush Fire Prone Areas (AS3959) 2006. No building may be erected on any Lot burdened unless that building has been designed to meet the Construction Standards contained in AS3959 and must be designed in accordance with the Bushfire Protection Assessment Dated 16th August, 2017 Version 4 (REF:17SUT_7373) and the updated Bush Fire Prone Land report dated 8 April 2019 (reference no. 18HNG-11907) and the landscaping within this zone must not increase the bushfire risk. Prior

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Lengths are in metres

²¹
(Sheet 8 of 18 sheets)

Plan **DP1247517**

Plan of Subdivision of Lot 22 in DP 1173857
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Covered by Subdivision Certificate

Subdivision Certificate No. **14-2017-1135-1**

dated the

2020

10 day of March

to the issuing of a Construction Certificate for any residential dwelling to be erected on any Lot Burdened, details must be provided to Camden Council showing that the proposed building complies with the above bush fire attack strategy contained in AS3959.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered six in the plan.

Camden City Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification

**7. TERMS OF POSITIVE COVENANT SEVENTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN.**

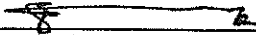
7.1 The registered proprietor of the lot(s) hereby burdened will in respect of the sediment control and water quality facilities on the burdened lots.

- (a) Keep the sediment control and water quality facility, in good repair and to Camden Council's satisfaction.
- (b) Maintain and repair the sediment control and water quality facility at the sole expense of the Registered Proprietor of the Lot Burdened, so that it functions in a safe and efficient manner. For the purposes of ensuring observance of this covenant, permit the benefiting Authority to enter the land and inspect the condition of the sediment control and water quality facility and the state of construction, maintenance or repair of the sediment control and water quality facility.
- (c) Comply with the terms of any written notice issued by the benefiting Authority to attend any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the sediment control and water quality facility and to that extent section 88F(2)(a) of the Act is hereby agreed to be amended accordingly.

7.2 Pursuant to Section 88F(3) of the Act the benefiting Authority shall have the following additional powers pursuant to this covenant

- (a) In the event that the Registered Proprietor of the Lot Burdened fails to comply with the terms of any written notice issued by the benefiting Authority as set out above, the benefiting Authority may enter the land with all necessary equipment and carry out any work considered by the

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Authorised Person

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(Sheet 9 of ²¹~~18~~ sheets)

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Covered by Subdivision Certificate

Subdivision Certificate No. *14-2017-1135-1*

dated the

2020

10 day of March

benefiting Registered Proprietor to be reasonable to comply with the
said notice referred to above.

(b) The benefiting Authority may recover from the Registered Proprietor of the Lot
Burdened in a Court of competent jurisdiction:

- i) Any expense reasonably incurred by it in exercising its powers
under sub clause 2(a) above. Such expense shall include
reasonable wages for employees engaged in effecting,
supervising and administering the said work, together with
costs, reasonable estimated by the benefiting Authority, for the
use of materials, machinery, tools and equipment used in
conjunction with the said work.
- ii) Legal costs on an indemnity basis for issue of the said notices
and recovery of the said costs and expenses together with the
costs, charges and expenses of registration of a covenant
charge pursuant to a section 88F of the Act or providing any
certificate required pursuant to section 88G of the Act of
obtaining any injunction pursuant to section 88H of the Act.

(c) This covenant shall bind all persons who are of claim under the
Registered Proprietor of the Lot Burdened as stipulated in section
88E(5) of the Act.

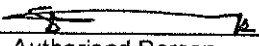
7.3 This positive covenant shall be extinguished when the land which is the subject of
these permanent water quality facilities, and their associated access ways, are
no longer required by Council..

7.4 The proprietor of the land hereby burdened (herein called 'the proprietor') shall be
at all times in respect of the land hereby burdened identified on the above-
mentioned plan as 'stormwater drainage detention basin' (herein called 'the
basin');

- (a) construct, clean maintain and repair all pits, tanks pipe lines, orifice plates,
trench barriers, walls, earth banks and other structures;
- (b) maintain the existing surface levels;
- (c) regularly mow and remove grass clippings and debris as necessary to
ensure the efficient operation from time to time and at all times of the
basin PROVIDED HOWEVER that Camden Council (herein called 'the
Council') shall have the right enter upon the burdened lot with all
necessary materials and equipment at all reasonable time and on
reasonable times and on reasonable notice but at any time and without
notice in the case of an emergency;

(i) to view the state of repair of the basin;

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Lengths are in metres

(Sheet 10 of ²¹~~18~~ sheets)

Plan **DP1247517**

Plan of Subdivision of Lot 22 in DP 1173857
and Lot 102 in DP1239714

Covered by Subdivision Certificate

Subdivision Certificate No. *44-2017-1135-1*

dated the

2020

10 day of March

- (ii) to ascertain whether or not there has been any breach of the terms of this covenant; and
- (iii) to execute any work required to remedy a breach of the terms of this covenant if the proprietor has not within 14-days of the date receipt by the proprietor of written notice from the Council requiring remedy of a breach of the terms of this covenant taken steps to remedy the breach and without prejudice to the Council's other remedies the Council may recover as a liquidated debt the cost of such remedial work from the proprietor forthwith up demand.

When the regional on site detention / water quality facility has been built to the satisfaction of Camden city council the easement will no longer be required

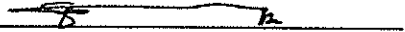
Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 7 in the plan.

Camden City Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification

**8. TERMS OF EASEMENT FOR SUPPORT 0.5 WIDE EIGHTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN**

Full and free right and liberty for the Registered Proprietor and every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the Lot Benefited or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to use the land herein indicated as the Easement for Support within the Lot Burdened for the support of the wall erected on the Lot Burdened and to enter go upon return pass and repass in through and along the Easement for Support within the Lot Burdened for the purpose of placing thereon all such materials as shall be necessary or desirable for the purpose of maintaining such wall provided that the said Registered Proprietor and other persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the Easement for Support within the Lot Burdened and will restore the Easement for Support within the Lot Burdened as nearly as practicable to the original condition and every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the Easement for Support within the Lot Burdened agrees that he will not use or permit to be used the Easement for Support within

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78118.01.L02.88B.Rev_M
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(Sheet 11 of 18 sheets)

Plan **DP1247517**

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Subdivision Certificate No. 14.2017.1135.1
dated the 10 day of March
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the Lot Burdened in any manner or for any purpose which may affect or have a tendency to affect the stability of the said wall and will not do or suffer to be done any act or thing which may injure or damage the said wall or in any way impair its efficiency and if he should do or suffer to be done any act or thing which may impair injure or damage the said wall he will at his own expense properly and substantially repair and make good all such injury and damage.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered eight in the plan.

Camden City Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification

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

The terms set out in Memorandum No AK104621 incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

Name of Person empowered to release, vary or modify restriction, positive covenant or easement numbered 9 in the plan

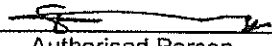
Epsilon Distribution Ministerial Holding Corporation.

10. Terms of easement, profit à prendre, restriction, or positive covenant numbered 10 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 /

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(Sheet 12 of ²¹~~18~~ sheets)

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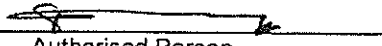
Covered by Subdivision Certificate

Subdivision Certificate No. **14.2017.1135.1**
dated the **10** day of **March**
2020

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:
- 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.

Approved by the Council of the City of Camden


Authorised Person

78118.01.L02.88B.Rev_M
28/02/2020

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

Lengths are in metres

(Sheet 13 of ²¹18 sheets)

Plan **DP1247517**

Plan of Subdivision of Lot 22 in DP 1173857
and Lot 102 in DP1239714

Covered by Subdivision Certificate

Subdivision Certificate No. **14.2017.1135.1**
dated the **10 day of March**
2020

- 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 empowered to release, vary or modify restriction, positive covenant or easement numbered 10 in the plan.

Epsilon Distribution Ministerial Holding Corporation.

11. Terms of easement, profit à prendre, restriction, or positive covenant numbered 11 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.

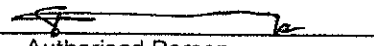
- 2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System

- 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.

Approved by the Council of the City of Camden


Authorised Person

78118.01.L02.88B.Rev_M
28/02/2020

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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Lengths are in metres

(Sheet 14 of ²¹~~48~~ sheets)

Plan **DP1247517**

Plan of Subdivision of Lot 22 in DP 1173857
and Lot 102 in DP1239714

Covered by Subdivision Certificate

Subdivision Certificate No. *14.2017.1135.1*

dated the
2020

10 day of March

***Name of authority empowered to release, vary or modify restriction,
positive covenant or easement numbered 11 in the plan.***

Epsilon Distribution Ministerial Holding Corporation.

**12.Terms of easement, profit à prendre, restriction, or positive covenant numbered 12 in the
plan.**

No building, erection of Structures, excavation, filling or alteration of surface levels will be permitted on the restricted area of land marked (E) on the plan, UNLESS the Structures, excavation, filling or alteration of surface levels have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities;

the Structures to be designed so as not to impose any additional dead load on the retaining wall and are to be self supporting;

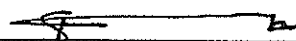
the Structure is founded below the zone of influence of the retaining wall and designed and certified by a suitably qualified Structural engineer

No vehicles, including construction vehicles greater than 2 tonne, are to enter upon the restriction site marked (E) on the plan unless such entry is certified by a suitably qualified structural engineer;

the Structure, excavation or filling is approved by the Camden Council;

If the owners of the lot burdened do not comply with clauses 2.1, 2.2, 2.3, 2.4 or 2.5, the owners of the lot burdened indemnify the owners of the lot benefited against any action, proceedings, loss, damage, claim, demand, liability, cost or expense suffered or incurred in respect of any and every accident, happening, injury or damage caused, contributed or occasioned by the failure of the owner of the lot burdened to comply with the terms of this restriction on user.

Approved by the Council of the City of Camden


Authorised Person

78118.01.L02.88B.Rev_M
28/02/2020

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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Lengths are in metres

(Sheet 15 of ²¹18 sheets)

Plan **DP1247517**

Plan of Subdivision of Lot 22 in DP 1173857
and Lot 102 in DP1239714

Covered by Subdivision Certificate

Subdivision Certificate No. 14.2017.1135.1
dated the 10 day of March
2020

Structure means all improvements and includes buildings, walls, retaining walls, fences, pools and plant and equipment.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 12 in the plan.

Camden City Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

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

No building, erection of structures, excavation, filling or alteration of the finished surface levels attained by site regrading works as shown on Works As Executed Plans approved by the Council for the subdivision created by the plan herein, will be permitted on the restricted areas of land designated by the Easement to drain water 1.5, 3 & 4 wide (A) and no fence shall be erected within the easement that would restrict the overland flow in the easement.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 13 in the plan.

Camden City Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

14. Terms of easement, profit à prendre, restriction, or positive covenant numbered 14 in the plan

An Easement for Services in the terms set out in Part 11 of Schedule 8 of the Conveyancing Act, 1919 (as amended)..

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 14 in the plan.

Camden City Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

15. Terms of easement, profit à prendre, restriction, or positive covenant numbered 15 in the plan

No building is permitted to be constructed on the lot burdened unless construction requirements, windows and door treatments and internal noise levels are consistent with Section 6 of the Noise impact Assessment 18 Heath road, and 1339 Camden Valley

Approved by the Council of the City of Camden


Authorised Person

78118.01.L02.88B.Rev_M
28/02/2020

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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Lengths are in metres

(Sheet 16 of ²¹~~28~~ sheets)

Plan **DP1247517**

Plan of Subdivision of Lot 22 in DP 1173857
and Lot 102 in DP1239714

Covered by Subdivision Certificate

Subdivision Certificate No. 14.2017.1135.1

dated the
2020

10 day of March

way, Leppington Noise Impact Assessment prepared by Acoustic logic revision 6 dated
1 December 2017.

**Name of authority empowered to release, vary or modify restriction, positive covenant
or easement numbered 15 in the plan.**

Camden City Council. The cost and expenses of any release, variation or modification shall
be borne by the person or corporation requesting the same in all respects.

**16. Terms of easement, profit à prendre, restriction, or positive covenant numbered 16 in
the plan**

No building is permitted to be constructed on the lot burdened unless it is constructed within the
confines of building envelopes established in accordance with the approved plans, drawing
3001 Issue A, prepared by IDRAFT Architects, dated 2 March 2018.

**Name of authority empowered to release, vary or modify restriction, positive covenant
or easement numbered 16 in the plan.**

Camden City Council. The cost and expenses of any release, variation or modification shall
be borne by the person or corporation requesting the same in all respects.

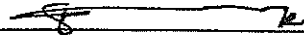
**17. Terms of easement, profit à prendre, restriction, or positive covenant numbered
17 in the plan.**

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

**Name of authority empowered to release, vary or modify restriction, positive
covenant or easement numbered 17 in the plan.**

Camden City Council. The cost and expenses of any release, variation or modification
shall be borne by the person or corporation requesting the release, variation or
modification.

Approved by the Council of the City of Camden


Authorised Person

78118.01.L02.88B.Rev_M
28/02/2020

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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Lengths are in metres

(Sheet 17 of ²¹18 sheets)

Plan **DP1247517**

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Subdivision Certificate No. **14.2017.1135.1**
dated the **10** day of **March**
2020

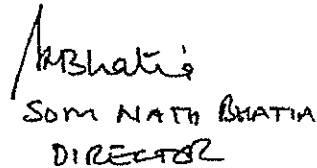
Signed in my presence by SOM NATH BHATIA
who is personally known to me


Signature of Witness

Geoffrey Brian Coakley
Justice of the Peace
No: 162123

Name of Witness (BLOCK LETTERS)

LEVEL 13, 56 Pitt St
SYDNEY NSW 2000
SMA, Bhatia, Manager, Justice of the Peace
Address and Occupation of Witness


SOM NATH BHATIA
DIRECTOR

Registered Proprietor

SMR INVESTMENT NO. 3
PTY LTD


RITESH BHATIA
DIRECTOR

Approved by the Council of the City of Camden


Authorised Person

78118.01.L02.88B.Rev_M
28/02/2020

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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(Sheet 18 of ²¹48 sheets)

Plan **DP1247517**

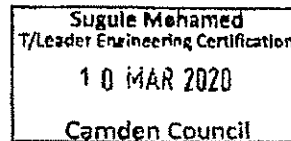
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Subdivision Certificate No. **14.2017.1135.1**

dated the
2020

10 day of March



Camden Council by its authorised delegate pursuant to s.37B Local Government Act 1993

..... (Signature of delegate)

..... **Sugule Mohamed** (Name of delegate)

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

..... (Signature of Witness)

..... **Thang Ma** (Name of Witness)

..... **70 Central Avenue** (Address of Witness)

Oran Park NSW 2570

Approved by the Council of the City of Camden

.....
Authorised Person

78118.01.L02.88B.Rev_M
28/02/2020

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Subdivision Certificate No. **14.2017.1135.1**
dated the **10** day of **March**
2020

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:



Signature of attorney:



Name of witness:

NATASHA ISSAC

Name and position of attorney:

Simon Lawton
Manager Property & Fleet **Strategic Property
Manager**

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Power of attorney:

Book ~~4727~~ No ~~524~~
68 870

Signing on behalf of:

Endeavour Energy Network Asset
Partnership ABN 30 586 412 717

Endeavour Energy reference:

URS18904

Date of signature:

16/3/2020

Approved by the Council of the City of Camden


Authorised Person

78118.01.L02.88B.Rev_M
28/02/2020

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Lengths are in metres

(Sheet 20 of ²¹~~26~~ sheets)

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Subdivision Certificate No. **14.2017.1135.1**

dated the

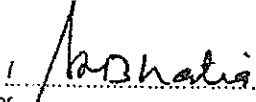
10 day of March

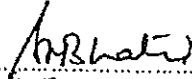
2020

EXECUTED by

SMPR Investments No 3 Pty Ltd
ACN 618 513 796

in accordance with Section 127(1) of the
Corporations Act 2001 in the presence of


.....
Director


.....
Director/Secretary

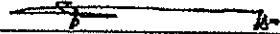
SOM NATH BHATIA
.....
Name (BLOCK LETTERS)

SOM NATH BHATIA
.....
Name (BLOCK LETTERS)



DIRECTOR
RITESH BHATIA

Approved by the Council of the City of Camden


.....
Authorised Person

78118.01.L02.88B.Rev_M
28/02/2020

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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(Sheet 21 of ²¹~~18~~ sheets)

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Covered by Subdivision Certificate

Subdivision Certificate No. *14.2017.1135.1*
dated the *10* day of *March*
2020

AN 818696 Mortgage to The Trust Company (Australia) Limited

The Trust Company (Australia) Limited ACN 000 000 993

by its Attorney pursuant to Power of Attorney dated

18 September 2014 Registered No. 134 Book 4676

Who states that he/she has received no notice of
revocation of the Power of Attorney.

Attorney Name: John Newby
Position: Head of Custody

Witness: *[Signature]*
Olga Zimin

AN 818698 Mortgage to The Trust Company (Australia) Limited

The Trust Company (Australia) Limited ACN 000 000 993

by its Attorney pursuant to Power of Attorney dated

18 September 2014 Registered No. 134 Book 4676

Who states that he/she has received no notice of
revocation of the Power of Attorney.

Attorney Name: John Newby
Position: Head of Custody

Witness: *[Signature]*
Olga Zimin

Approved by the Council of the City of Camden

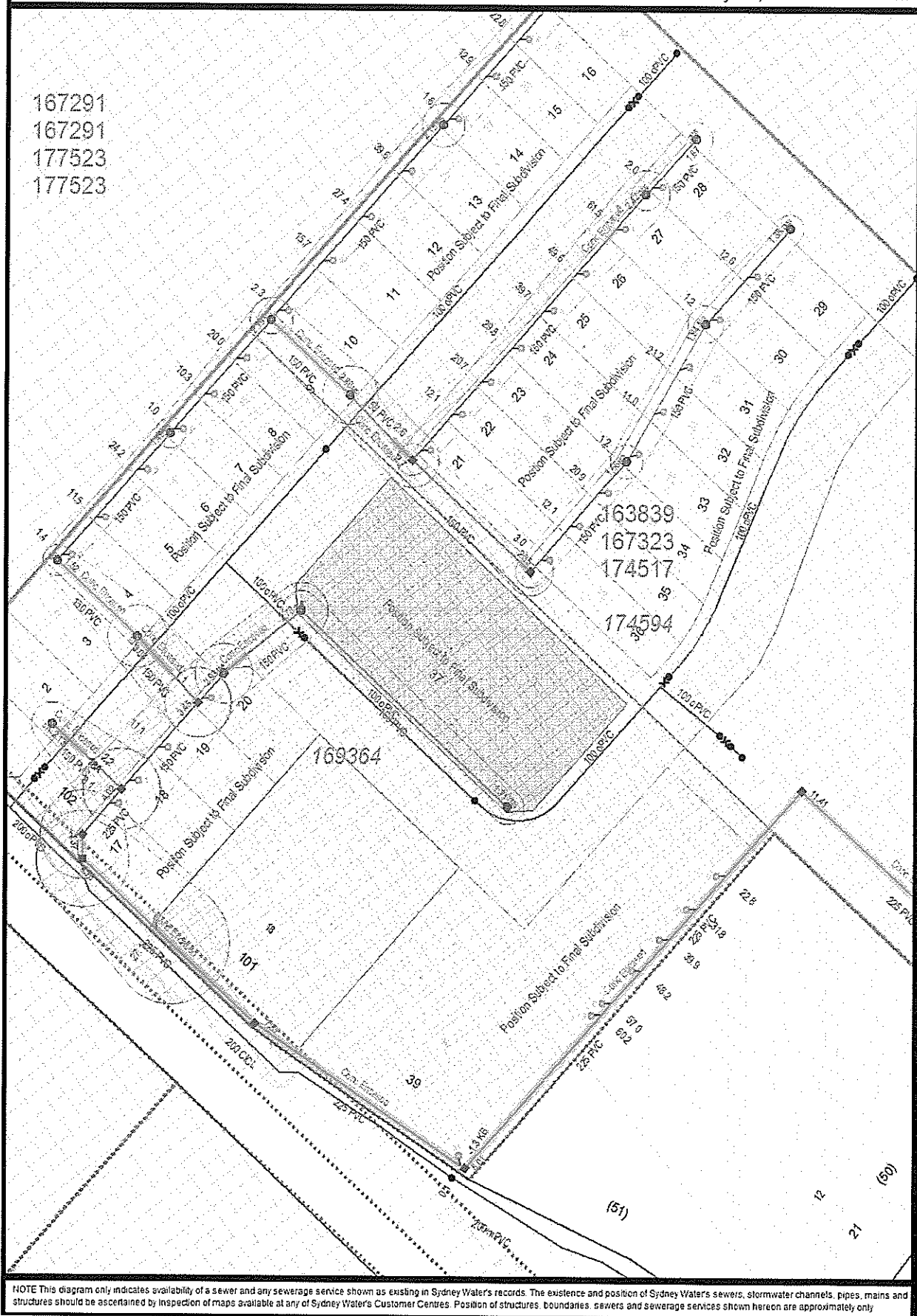
[Signature]
Authorised Person

78118.01.L02.88B.Rev_M
28/02/2020

REGISTERED



28.04.2020





camden
council

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

APPLICANT: Associated Legal
PO Box 1278
PARRAMATTA NSW 2124

Certificate number: 20201985
Receipt number: 2299974
Certificate issue date: 27/05/2020
Certificate fee: \$53.00
Applicant's reference: 201416
Property number: 1183666

DESCRIPTION OF PROPERTY

Land Description: LOT: 37 DP: 1247517
Address: 1 Batavia Avenue LEPPINGTON 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

 70 Central Ave.
Oran Park NSW 2570

 PO Box 183, Camden 2570

 4654 7777

 ABN: 31117 341764

 mail@camden.nsw.gov.au

 camden.nsw.gov.au

 www.facebook.com/camdencouncil



1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPS

(1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

(3) The name of each development control plan that applies to the carrying out of development on the land.

(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

LOCAL ENVIRONMENTAL PLANS (LEP'S)

The land is not within a Local Environmental Plan.

STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

SEPP No 19 - Bushland in Urban Areas

SEPP No 21 - Caravan Parks

SEPP No 33 - Hazardous and Offensive Development

SEPP No 50 - Canal Estates

SEPP No 55 - Remediation of Land

SEPP No 64 - Advertising and Signage

SEPP No 65 - Design Quality of Residential Apartment Development

SEPP No 70 - Affordable Housing (Revised Schemes)

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

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (State Significant Precincts) 2005

SEPP (Sydney Region Growth Centres) 2006

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009



SEPP (State and Regional Development) 2011

SEPP (Educational Establishments and Child Care Facilities) 2017

SEPP (Vegetation in Non-Rural Areas) 2017

SEPP (Concurrences) 2018

SEPP (Primary Production and Rural Development) 2019

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

DEEMED STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

Sydney Regional Environmental Plan No 9 - Extractive Industry (No 2 - 1996)

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

DRAFT LOCAL ENVIRONMENTAL PLAN (LEP'S)

No.

DRAFT STATE ENVIRONMENTAL PLANNING POLICY (SEPP'S)

SEPP (Exempt and Complying Development Codes) Housekeeping Amendment 2008

SEPP (Environment) 2017

SEPP (Remediation of Land) 2018

SEPP (Short Term Rental Accommodation) 2019

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

DEVELOPMENT CONTROL PLANS

Camden Growth Centre Precincts Development Control Plan, as amended

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

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

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

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



or a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act.

A. ZONE E4 ENVIRONMENTAL LIVING - CAMDEN GROWTH CENTRES PRECINCT PLAN

Objectives of zone

- * To provide for low-impact residential development in areas with special ecological, scientific or aesthetic values.
- * To ensure that residential development does not have an adverse effect on those values.

B. Permitted without consent

Home-based child care; Home occupations

C. Permitted with consent

Bed and breakfast accommodation; Centre-based child care facilities; Community facilities; Drainage; Dual occupancies; Dwelling houses; Environmental facilities; Environmental protection works; Extensive agriculture; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Waterbodies (artificial)

D. Prohibited

Industries; Service stations; Warehouse or distribution centres; Any other development not specified in item B or C

A. ZONE R2 LOW DENSITY RESIDENTIAL - CAMDEN GROWTH CENTRES PRECINCT PLAN

Objectives of zone

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

B. Permitted without consent

Home-based child care; Home occupations

C. Permitted with consent

Bed and breakfast accommodation; Boarding houses; Business identification signs; Centre-based child care facilities; Community facilities; Drainage; Dual occupancies; Dwelling houses; Earthworks;



Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Information and education facilities; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings; Veterinary hospitals; Waterbodies (artificial)

D. Prohibited

Any development not specified in item B or C

A. ZONE R3 MEDIUM DENSITY RESIDENTIAL - CAMDEN GROWTH CENTRES PRECINCT PLAN

Objectives of zone

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

B. Permitted without consent

Home-based child care; Home occupations.

C. Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Group homes; Manor homes; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Studio dwellings; Any other development not specified in item B or D

D. Prohibited

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

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





R2 Low Density Residential: Clause 4.1AB of Camden Growth Centres Precinct Plan fixes a minimum 300m² for the erection of a dwelling house, however exceptions apply in circumstances as specified under clauses 4.1AD, 4.1AE and 4.1AF for minimum land dimensions of 250m², 225m² and 200m².

R3 Medium Density Residential: Clause 4.1AB of Camden Growth Centres Precinct Plan fixes a minimum 300m² for the erection of a dwelling house, however exceptions apply in circumstances as specified under clauses 4.1AD and 4.1AF for minimum and dimensions of 225m² and minimum 125m².

E4 Environmental Living: A minimum lot size applies for the erection of a dwelling house as specified by the Lot Size Maps. On land for which no minimum lot size is shown on the Lot Size Maps clause 4.1A of the Camden Growth Centres Precinct Plan fixes a minimum 200m² for the erection of a dwelling house in non-residential zones.

F. Whether the land includes or comprises critical habitat

No.

G. Whether the land is in a conservation area (however described)

No.

H. Whether an item of environmental heritage (however described) is situated on the land.

No.

3. COMPLYING DEVELOPMENT

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

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

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

HOUSING CODE

Complying development MAY be carried out on the land.

LOW RISE MEDIUM DENSITY HOUSING CODE

Complying development MAY or MAY NOT be carried out on the land.



Note: The Low Rise Medium Density Housing Code does not apply to the Camden Local Government Area. Under Clause 3B.63 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, land within Camden Council is a deferred area. This clause ceases to have effect on 1 July 2020.

RURAL HOUSING CODE

Complying development MAY be carried out on the land.

GREENFIELD HOUSING CODE

Complying development MAY or MAY NOT be carried out on the land.

Note: The Greenfield Housing Code does not apply to certain land within the Camden Local Government Area. Under Clause 3C.1 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the code applies to land identified within the Greenfield Housing Code Area.

INLAND CODE

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

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development MAY be carried out on the land.

COMMERCIAL AND INDUSTRIAL NEW BUILDINGS AND ADDITIONS CODE

Complying development MAY be carried out on the land.

CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land.

SUBDIVISION CODE

Complying development MAY be carried out on the land.

DEMOLITION CODE

Complying development MAY be carried out on the land.

FIRE SAFETY CODE





Complying development MAY be carried out on the land.

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

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

Not Applicable.

5. MINE SUBSIDENCE

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

No.

6. ROAD WIDENING AND ROAD REALIGNMENT

Whether or not the land is affected by any road widening or road realignment under:

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

No.

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

Whether or not the land is affected by a policy:

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

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



LAND SLIP

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

BUSHFIRE

The land is affected by the provisions of a Development Control Plan and by Planning for Bushfire Protection (NSW Rural Fire Service) that may restrict the development of the 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 or any other risk.

ACID SULPHATE SOILS

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

OTHER RISK

Contamination:

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

Salinity:

Council's policy 'Building in a Salinity Prone Environment' applies to the whole of the council area. The policy includes mandatory building requirements, unless other requirements are identified in any site specific salinity risk assessment or salinity management plan applying to the land. A copy of the policy is available on Council's website.

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

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

No.

(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No.



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

8. LAND RESERVED FOR ACQUISITION

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No.

9. CONTRIBUTION PLANS

The name of each contributions plan applying to the land

Camden Growth Areas Contributions Plan - Leppington Precinct and Leppington North Precinct.

9A. BIO-DIVERSITY CERTIFIED LAND

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

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

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

10. BIODIVERSITY STEWARDSHIP SITES

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

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

No.

10A. NATIVE VEGETATION CLEARING SET ASIDES





If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No.

11. BUSH FIRE PRONE LAND

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

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

Council has been supplied by the NSW Rural Fire Service with a Bush Fire Prone Land Map for the purposes of a bush fire risk management plan applying to the land within the Camden Local Government Area. Based on that map, it appears the land referred to in this certificate is partially bushfire prone land.

12. PROPERTY VEGETATION PLANS

If the land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, 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.

13. 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.

14. DIRECTIONS UNDER PART 3A

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

No.

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING



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

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

No.

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

No.

It is the responsibility of the person who benefits from a development consent to ascertain the validity of the development consent within the meaning of section 4.19 and section 4.53 of the Environmental Planning and Assessment Act 1979, as amended.

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

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

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

No.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

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

No.

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

No.

18. PAPER SUBDIVISION INFORMATION

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.



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

(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

Not Applicable.

19. SITE VERIFICATION CERTIFICATES

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

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

No.

20. LOOSE-FILL ASBESTOS INSULATION

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

No.

21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

A statement of:

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

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

In this clause:

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

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





No.

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.

No.

DISCLAIMER AND CAUTION

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

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

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions persons against relying upon



information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.

Ron Moore
General Manager

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

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

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

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

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
 - 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
 - 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
 - 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
 - 16.4 The legal title to the *property* does not pass before completion.
 - 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
 - 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
 - **Purchaser**
 - 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
 - 16.7.1 the price less any:
 - deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
 - 16.7.2 any other amount payable by the purchaser under this contract.
 - 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
 - 16.10 On completion the deposit belongs to the vendor.
 - **Place for completion**
 - 16.11 *Normally*, the *parties* must complete at the completion address, which is –
 - 16.11.1 if a special completion address is stated in this contract - that address; or
 - 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 - 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
 - 17.2 The vendor does not have to give vacant possession if –
 - 17.2.1 this contract says that the sale is subject to existing tenancies; and
 - 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
 - 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
 - 18.2 The purchaser must not before completion –
 - 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
 - 18.3 The purchaser must until completion –
 - 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

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

19 Rescission of contract

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

• **Notices, certificates and inspections**

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

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

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

30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and

30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;

31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

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

LOT 1/1 BATAVIA AVENUE LEPPINGTON NSW 2179