

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Urban Land & Housing Group 514/5 Celebration Drive BELLA VISTA NSW 2153	Phone: 02 9672 6055 Fax: 02 9672 6099 Ref: Chris Lowry Ref:
co-agent vendor	Dahua Group Sydney Project 1 Pty Ltd Suite 2, Level 20, 201-217 Elizabeth Street SYDNEY NSW 2000	ABN: 91 606 390 032
vendor's solicitor	Clayton Utz Level 15, 1 Bligh Street Sydney NSW 2000	Attention: Mary Breen Phone: 02 9353 4882 Fax: 02 8220 6700
date for completion	the date determined in accordance with clause 41.1	
land (address, plan details and title reference)	Lot [] in an unregistered plan of subdivision of the Development Lot (being comprised in Lot 2077 in DP1200782) (Folio Identifier 2077/1200782)	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
Improvements	<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 checked="" type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

Inclusions	Nil	
exclusions		
assumed rates liability	\$2,576.70 (for the purposes of clause 42.2)	
compliance bond	\$1,000.00 (for the purposes of clause 46.1)	
FIRB status	purchaser is a foreign person for the purposes of the Foreign Acquisitions and Takeovers Act 1975 (clauses 37 and 38)	<input checked="" type="checkbox"/> NO <input type="checkbox"/> yes
purchaser		ABN:
purchaser's solicitor		Phone:
		Fax:
		Ref:
price	\$0.00	(10% of the price, unless otherwise stated)
deposit	\$0.00	
balance		
contract date		(if not stated, the date this contract was made)

buyer's agent

For execution by the purchaser see Execution Page

Signed for and on behalf of Dahua Group Sydney Project 1 Pty Limited by its attorney under the power of attorney specified below and in the presence of:

The attorney signing below declares that it has not received any notice of the revocation of the power of attorney under which it signs this document.

Signature of witness

Signature of vendor's attorney

NSW power of attorney registered:

Book: 4722

Number: 800

GST AMOUNT (optional)

The price includes
GST of: \$

SEE EXECUTION PAGE

SEE EXECUTION PAGE

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

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

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

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 not later than **28 days before the date for completion**.

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: DAHUA GROUP SYDNEY PROJECT 1 PTY LTD

Supplier's ABN: 91 606 390 032

Supplier's GST branch number (if applicable):

Supplier's business address: Suite 2, level 20, 201-217 Elizabeth St, Sydney, NSW 2000

Supplier's email address: legal@dahuaaustralia.com.au

Supplier's phone number: 02 9267 7788

Supplier's proportion of **GSTRW payment**: 100%

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): \$0.00

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: N/A

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

List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☒ 3 unregistered plan of the land
- ☒ 4 plan of land to be subdivided
- ☒ 5 document to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☒ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☐ 9 sewer lines location diagram (sewerage service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☒ 21 form of requisitions
- ☒ 22 *clearance certificate*
- ☒ 23 land tax certificate

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
 - ☐ 33 plan creating strata common property
 - ☐ 34 strata by-laws
 - ☐ 35 strata development contract or statement
 - ☐ 36 strata management statement
 - ☐ 37 strata renewal proposal
 - ☐ 38 strata renewal plan
 - ☐ 39 leasehold strata - lease of lot and common property
 - ☐ 40 property certificate for neighbourhood property
 - ☐ 41 plan creating neighbourhood property
 - ☐ 42 neighbourhood development contract
 - ☐ 43 neighbourhood management statement
 - ☐ 44 property certificate for precinct property
 - ☐ 45 plan creating precinct property
 - ☐ 46 precinct development contract
 - ☐ 47 precinct management statement
 - ☐ 48 property certificate for community property
 - ☐ 49 plan creating community property
 - ☐ 50 community development contract
 - ☐ 51 community management statement
 - ☐ 52 document disclosing a change of by-laws
 - ☐ 53 document disclosing a change in a development or management contract or statement
 - ☐ 54 document disclosing a change in boundaries
 - ☐ 55 information certificate under Strata Schemes Management Act 2015
 - ☐ 56 information certificate under Community Land Management Act 1989
 - ☐ 57 disclosure statement - off the plan contract
 - ☐ 58 other document relevant to off the plan contract
- Other**
- ☐ 59

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

Name

Address

Telephone

Disclosure Statement – Off the Plan Contracts

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

VENDOR	Dahua Group Sydney Project 1 Pty Ltd
PROPERTY	Lot [] in an unregistered plan of subdivision of the Development Lot, New Breeze, Bardia

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	No
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	No
Will the lot form part of a community, precinct or neighbourhood scheme?	No

DETAILS					
Completion	The later of: (a) the date which is 28 days after the date of the contract; or (b) 21 days after the vendor serves notice of registration of the plan of subdivision.			Refer to clause(s):	42
Is there a sunset date?	Yes	Can this date be extended?	Yes - In relation to Registration Sunset Date No - In relation to Development Consent Sunset Date	Refer to clause(s):	40, 41
Does the purchaser pay anything more if they do not complete on time?	Yes	Provide details, including relevant clause(s) of contract:	Vendor is entitled to recover its costs in issuing a Notice to Complete and delayed settlement fees (clause 42.2). Vendor is entitled to recover liquidated damages (clause 42.3).		
Has development approval been obtained?	Yes	Development Approval No:	1682/2019/DA-SW		
Has a principal certifying authority been appointed?	Yes	Provide details:	Campbelltown City Council		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	Yes	Provide details, including relevant clause(s) of contract:	Vendor is entitled to rescind if it has complied with its obligations to use all reasonable endeavours to obtain necessary development consents, but development consents have not issued on or before the Development Consent Sunset Date. (Clause 40).		

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

**CERTIFICATE UNDER SECTION 66W
OF THE CONVEYANCING ACT 1919**

I,

[FIRST NAME]

[SURNAME]

of

[FIRM]

[ADDRESS]

certify that:

- 1 I am a solicitor/licensed conveyancer currently admitted to practice in New South Wales.
- 2 I am giving this certificate in accordance with section 66W of the *Conveyancing Act 1919* (NSW) with reference to a contract for the sale of the property being Lot [] in an unregistered plan of subdivision of the Development Lot (being comprised in Lot 2077 in DP1200782) (Property) from Dahua Group Sydney Project 1 Pty Ltd (ABN 91 606 390 032) (Vendor) to (Purchaser) in order that there will be no cooling off period in relation to the contract.
- 3 I do not act for the Vendor and I am not employed in the legal practice of the solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee.
- 4 I have explained to the Purchaser:
 - (a) the effect of the contract for the purchase of the Property;
 - (b) the nature of this certificate; and
 - (c) that the effect of giving this certificate to the Vendor is that there is no cooling off period in relation to the contract.

DATED:

SIGNATURE:

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served 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 *deposit holder* 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' 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 party 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 2301 / 2321 Avenue BARDIA NSW 2565

Special conditions to the contract for the sale of land

33. Definitions

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, and includes Council.
Compliance Bond	has the meaning given in clause 46.1.
Council	means Campbelltown City Council.
Design Co-ordinator	means the person responsible for the review and approval of home designs under the Design Guidelines.
Design Guidelines	means the design guidelines which regulate building and ancillary landscaping work within all or part of the Development Lot and which at the contract date are typically in the form of Attachment 6.
Development Activities	means: <ul style="list-style-type: none">(a) any form of demolition work, excavation work or landscaping work on the Development Lot;(b) any form of building work or work ancillary to or associated with building work on the Development Lot including the installation of services;(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;(d) the subdivision or consolidation of land forming part of the Development Lot;(e) the dedication of land forming part of the Development Lot; and(f) the construction, operation and marketing of display homes within one or more demonstration villages.
Development Lot	means the lot (or lots) specified in Item 3 (' <i>Development Lot</i> ') of Attachment 1.
Effective Date	means the date that is 28 days after the contract date.
Essential Documentation	means Plan and the Instrument.
Estate	means the larger residential community the <i>property</i> forms part of.

Expert	means a person nominated by, and in the discretion of, the president for the time being of "The Resolution Institute", or such other similar body agreed to by the parties in writing.
Expert Determination Rules	means the expert determination rules of "The Resolution Institute" current at the time the Expert is required to act. To the extent that the Expert Determination Rules are inconsistent with this contract, the terms of this contract prevail to the extent of that inconsistency, unless the parties agree otherwise in writing or (and irrespective of what the parties may have agreed in writing) the Expert, in its sole and absolute discretion, regards the Expert Determination Rules as being more conducive to it being able to make a determination
FIRB Approval	means a written notice issued by or on behalf of the Treasurer of the Commonwealth of Australia stating that the Commonwealth Government does not object to the purchaser entering into and carrying out this contract or a letter that has the same effect.
GSTRW Funds	means funds equal to the amount of the <i>GSTRW payment</i> required to be paid by the purchaser and provided by way of: <ul style="list-style-type: none"> (a) a <i>settlement cheque</i>; or (b) (if this Conveyancing Transaction is to be conducted as an electronic transaction) an electronic transfer of funds paid in accordance with the directions of the vendor as populated in the Electronic Workspace.
FIRB Notice	means a notice to the Foreign Investment Review Board applying for the consent of the Treasurer of the Commonwealth of Australia to the purchaser entering into and carrying out 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 or circumstance in connection with this contract or any transaction contemplated by it.
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.
Instrument	means an instrument setting out the terms of easements, profits a prendre, restrictions on the use of land and positive covenants intended to be created pursuant to the <i>Conveyancing Act 1919</i> (NSW) on Registration of the Plan in or substantially in the form of the Proposed Instrument, with or without any changes permitted under this contract.

Minor Variation	means:
	<ul style="list-style-type: none"> (a) an alteration (whether required by the vendor, under an approval or by an Authority) which does not materially adversely affect the construction of a dwelling house on the <i>property</i> or which has been disclosed in this contract; (b) an alteration of: <ul style="list-style-type: none"> (i) 2.5% or less in the area of the <i>property</i>; or (ii) 2.5% or less in the linear dimensions of the <i>property</i>; (c) an alteration to the number or numbering of lots; (d) an alteration in respect of the dimensions, position, layout or omission of any lot other than the <i>property</i>; or (e) an alteration to the staging of subdivision to create any lots.
Plan	means the plan of subdivision in or substantially in the form of the Proposed Plan, with or without any changes permitted under this contract, that is Registered and which creates the <i>property</i> .
Proposed Instrument	means the instrument setting out the terms of easements, profits a prendre, restrictions on the use of land and positive covenants intended to be created pursuant to the <i>Conveyancing Act 1919</i> (NSW) that is registered with the Plan and in or substantially in the form of or in a form based on Attachment 3, which form is as determined by the vendor.
Proposed Plan	means the proposed plan of subdivision in Attachment 2.
Registration or Registered	means the Plan has been registered by the relevant Authority so as to allow a separate title for the <i>property</i> to be created.
Registration Sunset Date	means the date specified in Item 2 (' <i>Registration Sunset Date</i> ') of Attachment 1.

34. Interpretation

In this contract headings are for convenience only and do not affect interpretation and unless the context indicates a contrary intention:

- (a) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (b) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (c) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
- (d) a reference to a clause, schedule, exhibit, attachment or annexure is a reference to a clause, schedule, exhibit, attachment or annexure to or of this contract, and a

reference to this contract includes all schedules, exhibits, attachments and annexures to it;

- (e) If a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (f) "Includes" in any form is not a word of limitation; and
- (g) a reference to "\$" or "dollar" is to Australian currency.

35. Amendments to printed form of contract

Clauses 1 30 are amended as follows:

- (a) Clause 1 - delete from the definition "*bank*" ", a building society or a credit union"
 - replace the definition of "*depositholder*" with "the vendor's solicitor";
 - add "or a general question about the *property* or title" after "claim" in the definition "*requisition*";
 - add "from any competent authority or adjoining owner" at the end of the definition "*work order*";
 - replace the definition of "adjustment date" with "the earlier of the date for completion, the date possession is given to the purchaser and the date of actual completion"; and
 - In the definition of "*GSTRW payment*" insert "(or the relevant recipient of the supply (within the meaning of the *GST Act*))" after "purchaser";
- (b) Clause 2.9 - replace "each *party* tells the *depositholder*" with "this contract provides";
- (c) Clause 3 - delete;
- (d) Clause 5.2.1 - delete "or It is a general question about the *property* or the title";
- (e) Clause 5.2.2 - replace "; and" with a full stop;
- (f) Clause 5.2.3 - delete the clause;
- (g) Clause 9.1 - replace with "keep or recover the deposit (including, despite any other provision in this contract, all interest earned on it);";
- (h) Clause 10.1 - first line - replace with "The purchaser cannot make a *requisition* or a claim or attempt to delay completion or attempt to *rescind* or attempt to *terminate* in respect of-";
- (i) Clause 10.1.8 - replace "substance" with "existence" and delete "or " where it last appears;
- (j) Clause 10.1.9 - replace "substance" with "existence" and the full stop with "; or";
- (k) Clause 10.1 - add a clause 10.1.10 - "any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under *legislation*, the common law or otherwise."
- (l) Clause 10.2 - replace "*rescind* or *terminate*" with "make a *requisition* or a claim or attempt to delay completion or attempt to *rescind* or attempt to *terminate*";

- (m) Clause 10.3 - replace "claim or *requisition* or *rescind* or *terminate*" with "*requisition* or a claim or attempt to delay completion or attempt to *rescind* or attempt to *terminate*";
- (n) Clause 13 - amend in accordance with clause 55;
- (o) Clause 14.4.2 - delete the clause;
- (p) Clause 14.8 - add "by any competent authority" after "started";
- (q) Clause 16.3 - delete "(being an estate in fee simple)";
- (r) Clause 16.7 - delete ". *GSTRW payment*";
- (s) Clause 18.5.2 - replace "prescribed under s101 *Civil Procedure Act 2005*" with "set out in Rule 36.7 of the Uniform Civil Procedure Rules 2005";
- (t) Clause 20.6 - replace "A" at the beginning of the clause with "*Normally, a*" and;
 - add "(subject to clause 54.6)." before "*served*" in 20.6.5;
- (u) clause 20.8 - delete and replace with: "The provisions of this contract intended to have application after completion continue to apply despite completion.";
- (v) Clause 25 - delete the clause;
- (w) Clause 26 - delete the clause;
- (x) Clause 27 - delete the clause;
- (y) Clause 28 - delete the clause;
- (z) Clause 29 - delete the clause;
- (aa) Clause 30.3.1 - in the first line delete "*each party*" and replace with "If the purchaser *serves* the notice under clause 30.2, the purchaser";
- (bb) Clause 30.3.1 - in the first bullet point delete "bear equally" and replace with "pay" and in the second bullet point delete "that" and replace with "each" and delete "and" at the end of this clause;
- (cc) Clause 30.3.2 - renumber this clause 30.3.3 and after "*parties*" add "or by the other *party*";
- (dd) Clause 30.3 - add a new clause 30.3.2:

"30.3.2 If the vendor *serves* the notice under clause 30.2, 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";
- (ee) Clause 30.4.5 - delete the clause; and
- (ff) Clause 30.11.3 - is amended in accordance with clause 55.

36. Deposit

- (a) Pending the completion, *rescission* or termination of this contract, the parties authorise the *depositholder* to hold the deposit in a non-interest bearing trust account.
- (b) The parties acknowledge and agree that no interest will be earned on the deposit and neither party is entitled to claim any amount on account of interest which would have been earned if the deposit had been invested.

37. Foreign Acquisitions and Takeovers Act

- (a) If the purchaser does not indicate on the cover page of this contract that for the purposes of the *Foreign Acquisitions and Takeovers Act 1975* the purchaser is a foreign person:
 - (i) this clause 37 and clause 22 both apply; and
 - (ii) clause 38 does not apply.
- (b) The purchaser represents and warrants to the vendor that the purchaser's acquisition of the *property* is not within the scope of the *Foreign Acquisitions and Takeovers Act 1975* and is not examinable by the Foreign Investment Review Board (FIRB).
- (c) The purchaser is liable for and indemnifies the vendor against all liability, loss, costs and expenses (including legal fees, costs and disbursements on the higher of a full indemnity basis and a solicitor and own client basis, determined without taxation, assessment or similar process and whether incurred by or awarded against the vendor) arising from or incurred in connection with the purchaser's representation in clause 37 being incorrect or misleading at any time and the purchaser being in breach of its warranty in that clause.

38. Foreign Investment Review Board approval

38.1 Purchaser to notify vendor

The parties acknowledge and agree that, if the purchaser has indicated on the cover page of this contract that for the purposes of the *Foreign Acquisitions and Takeovers Act 1975* the purchaser is a foreign person and the acquisition of the *property* by the purchaser is subject to FIRB Approval:

- (a) this clause 38 applies; and
- (b) clause 37 and clause 22 do not apply.

38.2 Contract subject to FIRB Approval

This contract is subject to and conditional on FIRB Approval being obtained by the purchaser under clause 38.3 on or before the Effective Date.

38.3 FIRB Approval

- (a) The purchaser must take all practicable steps in its power to obtain the FIRB Approval by the Effective Date, including:
 - (i) submitting to the vendor within 5 *business days* after the contract date, a draft FIRB Notice for the vendor to approve;

- (ii) amending the draft FIRB Notice as the vendor requires until the vendor approves it; and
 - (iii) lodging the FIRB Notice approved by the vendor with the Foreign Investment Review Board within 5 *business days* after the date the vendor approves it.
- (b) The purchaser must not amend or withdraw the FIRB Notice without the vendor's written consent.
- (c) The purchaser must *serve* a notice on the vendor as soon as practicable after:
 - (i) it has obtained the FIRB Approval. A copy of the FIRB Approval must accompany such notice; or
 - (ii) the purchaser receives an indication from the Foreign Investment Review Board that the condition in clause 38.20 will not be satisfied. A copy of all written communication and other documents from the Foreign Investment Review Board to this effect must accompany such notice.
- (d) If the purchaser *serves* a notice under clause 38.3(c)(ii), either party may *rescind*.
- (e) The Purchaser must use best endeavours to comply with the conditions of the FIRB Approval, if any are imposed.
- (f) The purchaser is liable for and indemnifies the vendor against all liability, loss, costs and expenses (including legal fees, costs and disbursements on the higher of a full indemnity basis and a solicitor and own client basis, determined without taxation, assessment or similar process and whether incurred by or awarded against the vendor) arising from or incurred in connection with the purchaser's failure to comply with clause (e).

38.4 Satisfaction or failure to satisfy condition

- (a) The condition in clause 38.2 is regarded as satisfied once the FIRB Approval is obtained by the purchaser under clause 38.3
- (b) If the FIRB Approval is not obtained by the purchaser under clause 38.3 by the Effective Date, either party may *serve* a notice stating that it will *rescind* if the FIRB Approval is not obtained within 5 *business days* after that notice is *served*. If the FIRB Approval is not obtained within 5 *business days* after that notice is *served*, the party who *served* the notice may *rescind*.

39. Current title and subdivision

- (a) The vendor discloses that, as at the date of this contract the *property* is a lot with an unregistered plan of subdivision of the Development Lot; and
- (b) The purchaser acknowledges that the vendor intends to subdivide the Development Lot to create the *property* in accordance with clause 33.

40. Registration of Essential Documentation

40.1 Contract conditional on Registration of Essential Documentation

- (a) The vendor must use all reasonable endeavours to have the Essential Documentation Registered on or before the Registration Sunset Date.
- (b) If the Essential Documentation is not Registered on or before the Registration Sunset Date:

- (i) the purchaser can *rescind* by *serving* notice on the vendor at any time after the Registration Sunset Date and before notice of Registration is *served* by the vendor under clause 40.1(d); and
- (ii) the vendor can *serve* written notice on the purchaser at any time after the Registration Sunset Date and before Registration:
 - A. proposing to rescind the contract; and
 - B. requesting the purchaser to consent to the *rescission* of the contract; and
 - C. specifying why the vendor is proposing to rescind the contract and the reasons for delay in Registration of the Essential Documentation.
- (c) If the vendor *serves* a notice pursuant to clause 40.1(b)(ii), the vendor may, 28 days after *serving* that notice, *rescind* by *serving* notice on the purchaser if:
 - (i) the purchaser has consented to the *rescission* proposed by the vendor; or
 - (ii) the vendor has obtained an order of the Supreme Court pursuant to section 66ZL of the *Conveyancing Act 1919* permitting the vendor to *rescind*.
- (d) Promptly after Registration of the Essential Documentation, the vendor must notify the purchaser in writing.

40.2 Extension of Registration Sunset Date

The vendor may at any time extend the Registration Sunset Date due to a requirement of a financier providing funding for the Development Activities or because of a delay arising from or in connection with any of or a combination of the following matters:

- (a) any force majeure event;
- (b) any delay in the receipt of an approval required in connection with the Development Activities from an Authority, despite the vendor taking reasonable steps to obtain such an approval;
- (c) any condition or requirement imposed by an Authority;
- (d) a revocation of an approval required in connection with the Development Activities or change in law or the requirements of an Authority that affects completion of the Development Activities; or
- (e) any difficulty in complying with any approval required in connection with the Development Activities from an Authority, which could not reasonably have been foreseen by the vendor;
- (f) proceedings (actual or threatened) by or disputes with surrounding land owners; or
- (g) any other matter or thing which is beyond the control of the vendor and could not reasonably have been foreseen by the vendor.

40.3 Notice of extension

- (a) In order to extend the Registration Sunset Date because of any of the matters referred to in clause 40.2, the vendor must serve a notice which states the day to which the Registration Sunset Date is extended.

- (b) The vendor can extend the Registration Sunset Date under this clause on more than one occasion however, the aggregate of all extensions must not exceed 12 months.

40.4 Changes to the Essential Documentation

- (a) The vendor may alter, amend or vary the Essential Documentation in accordance with the requirements of the vendor or an Authority.
- (b) Subject to, and without limiting any express rights which the purchaser may have pursuant to Part 4, Division 10 of the Conveyancing Act 1919, the purchaser must not make a *requisition* or claim or attempt to delay completion or attempt to *rescind* or *terminate* or attempt to *terminate* because of an alteration, amendment or variation to the Essential Documentation unless the alteration, amendment or variation:
 - (i) is other than a Minor Variation; and
 - (ii) permanently and detrimentally affects the *property* to an extent that is substantial.
- (c) If, as at Registration, the Essential Documentation shows any alteration, amendment or variation that:
 - (i) is other than a Minor Variation; and
 - (ii) permanently and detrimentally affects the *property* to an extent that is substantial,

the purchaser may *rescind* within 7 days after the vendor serves a notice under clause 40.1(d) (and in this regard time is of the essence).

40.5 No caveat before Registration

- (a) The purchaser must not lodge a caveat on the title for the *property* or for any land of which the *property* forms part before Registration.
- (b) If, despite clause 40.5(a), the purchaser lodges a caveat, the purchaser must withdraw that caveat immediately if the vendor asks the purchaser to do so.
- (c) If the purchaser does not comply with clause 40.5(b) on time, the purchaser, for valuable consideration, receipt of which is acknowledged by the purchaser executing this contract, irrevocably appoints the vendor its attorney, during any period the purchaser is in breach of clause 40.5(a), to execute and lodge a withdrawal of any caveat the purchaser lodges in breach of clause 40.5(a) and any other document necessary to have that caveat withdrawn. The purchaser must ratify anything the vendor does as attorney under this clause 40.5(c).
- (d) The purchaser is liable for and indemnifies the vendor against all liability, loss, costs and expenses (including legal fees, costs and disbursements on the higher of a full indemnity basis and a solicitor and own client basis, determined without taxation, assessment or similar process and whether incurred by or awarded against the vendor) arising from or incurred in connection with the purchaser's breach of any of its obligations under this clause 40.5.

40.6 Certificate of title not available

Despite clause 16.1, if a separate certificate of title has not issued for the *property* from the relevant Authority by completion, the purchaser must accept on completion:

- (a) the vendor's direction to the relevant Authority to give the certificate of title for the *property* when it issues to the purchaser's solicitor or as the purchaser's solicitor may direct; and
- (b) a written undertaking by the vendor to the purchaser to give the certificate of title to the purchaser's solicitor immediately if, despite the direction, the vendor receives the certificate of title.

The purchaser must not make a *requisition*, or claim, or attempt to delay completion or attempt to *rescind* or *terminate* because a separate certificate of title for the *property* has not issued on completion.

40.7 Defective notice

- (a) If:
 - (i) the purchaser receives a notice *served* by the vendor under clause 40.3(a); and
 - (ii) the purchaser is of the opinion that the notice is 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 40.1(b).
- (b) If the purchaser purports to *rescind* under clause 40.1(b) for reasons including that the notice by the vendor under clause 40.3(a) is in any way defective, that *rescission* is ineffective and the contract remains on foot until the purchaser complies with clause 40.7(a).
- (c) Upon receiving a notice under clause 40.7(a), the vendor may, within 14 days of receiving that notice:
 - (i) withdraw the notice *served* under clause 40.3(a);
 - (ii) *serve* a further notice under clause 40.3(a); or
 - (iii) inform the purchaser that the vendor relies on the notice *served* under clause 40.3(a) as having extended the Registration Sunset Date in accordance with this contract.
- (d) Any notice *served* by the vendor under clause 40.7(c) is to be taken to have been *served* at the date of the notice it is replacing, even if the Registration Sunset Date it is extending has expired at the time the notice under clause 40.7(c) is served.
- (e) Unless the vendor *serves* a further notice under clause 40.7(c), the purchaser can exercise any rights under the notice to which the purchaser's notice under clause 40.7(a) related, 28 days after the purchaser *serves* the notice under clause 40.7(a).

41. Completion

41.1 Date for completion

Subject to clause 47(d), completion of this contract is to take place on the later of:

- (a) the date which is 28 days from the date of this contract; or
- (b) the date which is 21 days after the vendor serves written notice on the purchaser of Registration.

41.2 Notice to complete

- (a) Despite any other provision of this contract, 14 days after the date a notice to complete is *served* is a reasonable time for completion under that notice. A party may at any time withdraw a notice to complete without prejudice to that party's continuing right to give a further notice to complete.
- (b) Each time the vendor serves a notice to complete under clause 41.2(a), the purchaser must pay the vendor's solicitor a fee of \$220 (inclusive of GST) for issue that notice. The vendor may include this fee in the amount payable by the purchaser at completion.

41.3 Liquidated damages

- (a) Without prejudice to the rights, powers and remedies otherwise available to the vendor and despite any other provision of this contract, if for any reason not attributable solely to the vendor, the purchaser does not pay the balance of the price to the vendor by the date for completion determined in accordance with this contract, the purchaser on completion must pay to the vendor as liquidated damages and in addition to all other money payable under this contract, an amount calculated at the rate of 10% per annum on a daily basis on:
 - (i) the balance of the price;
 - (ii) all other money payable by the purchaser under this contract as at the date for completion; and
 - (iii) the deposit,from the date for completion until the date of actual completion. The vendor is not obliged to complete this contract unless the purchaser pays the liquidated damages on completion.
- (b) If the purchaser does not complete this contract 7 days after the date for completion then (in addition to any liquidated damages payable) the purchaser must pay \$440.00 (inclusive of GST) being the agreed additional legal costs incurred by the vendor as a result of the purchaser's failure to complete this contract.
- (c) The vendor is not obliged to complete this contract on completion unless the purchaser pays all monies payable to the vendor under this clause. This clause 41.3 is an essential term of this contract.

42. Adjustments

42.1 Rates

For the purpose of clause 14, if, at completion:

- (a) a separate assessment for rates, water, sewerage and drainage service and usage charges and/or all other periodic outgoings 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 relevant Authority showing such assessment has been issued,

then clause 42.2 applies.

42.2 No rates assessment

Where this clause applies (pursuant to clause 42.1), no regard is to be had to the actual separate assessment if and when it is received and:

- (a) the vendor must pay or procure the payment of the actual separate assessment if and when it is received; and
- (b) on completion the purchaser must adjust the amount referred to on the cover page of this contract as the 'assumed rates liability', under clause 14 on a paid basis.

42.3 Land tax

- (a) Despite clauses 14.4 and 16.6, the purchaser must not make a *requisition*, or claim, or attempt to delay completion or attempt to *rescind* or *terminate* because the *property* is subject to a charge for assessed or unassessed land tax at completion. The vendor must serve a land tax certificate for the current year at least 14 days before completion.
- (b) The purchaser must pay the proportion of land tax calculated in accordance with clause 14 on completion, and the vendor will provide a clear land tax certificate on completion if the certificate served under clause 42.3(a) indicates that land tax is owing.

43. Condition of property

43.1 Services to the property

- (a) The vendor's intention is that service connections will be available to the boundary of the *property* on or before completion in respect of the following services:
 - (i) electricity;
 - (ii) drinkable water;
 - (iii) sewerage;
 - (iv) telephone; and
 - (v) National Broadband Network.
- (b) If the service connections referred to in clause 43.1(a) are not available to the boundary of the *property* on or before *completion*, the vendor may make arrangements with Council, the relevant Authority or service provider for the service connection works to be substantially finished on completion and procure that those connections are finished within a reasonable time following completion. The purchaser is not entitled to and must not make any *requisition* or claim for compensation in relation to or *rescind*, *terminate* or delay completion of this contract because those connections are not provided to the boundary of the *property* on or prior to completion.
- (c) The purchaser acknowledges and agrees that the vendor has no responsibility for the connection of the services referred to in this clause 43 to any structure on the *property*.

43.2 Property affected by fill

- (a) The purchaser acknowledges that the *property* may have been subject to grading and benching as part of the subdivision earthworks on the Development Lot.

- (b) The purchaser is not entitled to and must not make any *requisition* or claim for compensation in relation to or *rescind*, *terminate* or delay completion of this contract because of any fill which may have been placed on the *property*.

43.3 Non-merger

This clause 43 will not merge upon completion.

44. Position of pipes

44.1 Acknowledgment

The purchaser acknowledges that the drainage diagram attached to this contract is that currently available in the ordinary course of business from Sydney Water.

44.2 No requisition

Subject to the purchaser's rights under section 52A of the *Conveyancing Act 1919* and under the Conveyancing (Sale of Land) Regulation 2010, the purchaser must not make a *requisition*, or claim, or attempt to delay completion or attempt to *rescind* or *terminate* because of anything in connection with:

- (a) the sewerage and drainage works that are eventually installed in the *property* or the common property, including any easement to be granted in connection with those sewerage and drainage works and the *property* or the common property being constructed wholly or partly over a Sydney Water sewer if this is done with the approval of and to the requirements of Sydney Water; and
- (b) the location or proposed location of all other services to the *property* or the common property that may affect or pass through the *property* including gas, electricity, water and telephone.

45. Design Guidelines and construction obligations

45.1 Purchaser's obligations

The purchaser acknowledges and agrees that:

- (a) there will be design and construction requirements in or substantially in the form of the Design Guidelines that apply to the construction of dwellings at the Estate. The purchaser acknowledges that the information disclosed in the Design Guidelines may be subject to confirmation and approval by an Authority;
- (b) the purchaser must cause the home to be constructed on the *property* in accordance with the Design Guidelines within 24 months after completion (or such later date as determined by the vendor in its absolute discretion);
- (c) the purchaser must cause the front landscaping to the *property* to be completed within 6 months after completion of construction of the home (or such later date as determined by the vendor in its absolute discretion); and
- (d) the purchaser is responsible for:
 - (i) protecting the driveway, kerb, trees, landscaping, services and other items and land situated between the *property* and the road on to which the *property* opens, during construction of any dwelling on the *property*; and
 - (ii) repairing any damage caused to the driveway, kerb, trees, landscaping, services and other items and land situated between the *property* and the

road on to which the *property* opens, during construction of any dwelling on the *property*.

and the purchaser indemnifies the vendor against any loss, cost and damage suffered or incurred by the vendor arising from or in connection with a

45.2 Compliance with requirements of Authority

On and from completion, the purchaser acknowledges that it must comply with and observe all of the purchaser's obligations in connection with the conditions imposed by, or the requirements of, an Authority including and that such determinations or approvals are final and binding on the purchaser.

45.3 No right to use marketing materials

The purchaser may not, without the prior written approval of the vendor, use the vendor's marketing materials for the *property* and Development Lot for the purpose of advertising, selling or leasing the *property*.

Without limiting the effect of clause 35(u), the provisions of this clause 45 continue to apply despite completion.

45.4 Non-merger

This clause 45 will not merge upon completion.

46. Compliance Bond

46.1 Provision of Compliance Bond

At completion, the purchaser must pay to the vendor the amount set out on the front page of this contract as a compliance bond to secure:

- (a) the purchaser's adherence to the Design Guidelines; and
- (b) the purchaser's compliance with its obligations under clause 45.1,

(Compliance Bond).

46.2 Drawing on Compliance Bond

If the purchaser fails to rectify a breach of the Design Guidelines or clause 45 within 14 days after being given notice of the breach by the vendor, the vendor may (but is not required to) take any action and carry out any works required in order to rectify that breach on behalf of the purchaser and may draw on the Compliance Bond to recover any reasonable costs incurred by the vendor in doing so.

46.3 Refund of Compliance Bond

- (a) The purchaser may give a notice in accordance with this clause 46.3 requesting the refund of the Compliance Bond provided under clause 46.1 when the purchaser reasonably considers that it has complied with the Design Guidelines and its obligations under clause 45.1 but no later than 30 months after completion of this contract (or such later date as determined by the vendor in its absolute discretion) . The purchaser must attach to any notice given under this clause 46.3:
 - (i) a completed 'Design Guidelines Checklist' as set out in Section 3.1 of the Design Guidelines (Checklist);

- (ii) a completed and signed 'Pre-Lodgement Application Form' as set out in Section 3.2 of the Pre-Lodgement (Application Form) (together with the attachments referred to in the Application Form); and
 - (iii) a completed and signed 'Compliance Bond Release Form' as set out in Section 3.3 of the Design Guidelines (Release Form) (together with the attachments referred to in the Release Form).
- (b) Within 50 days of receiving a notice under clause 46.3(a), the vendor must either:
- (i) refund the Compliance Bond referred to in clause 46.1; or
 - (ii) give a notice to the purchaser disputing that the purchaser has complied with the Design Guidelines and its obligations under clause 45.1 and specifying the reasons why the vendor considers that to be the case.
- (c) Without limiting any other way in which the vendor may agree (in its sole and absolute discretion) to refund the Compliance Bond to the purchaser, the vendor is deemed to have satisfied the requirements of clause 46.3(b)(i) and refunded the Compliance Bond to the purchaser if the vendor delivers a cheque drawn in favour of the purchaser for an amount equal to the Compliance Bond paid by the purchaser less any amount drawn on by the vendor pursuant to clause 46.2, to the address for the purchaser as specified on the cover page of this contract.
- (d) If the vendor gives a notice under clause 46.3(b)(ii), the purchaser may, within 14 days after receiving that notice either:
- (i) withdraw the original notice given under clause 46.3(a) (with the intent that the purchaser may give a new notice under clause 46.3(a) after having satisfied the matters specified in the vendor's notice given under clause 46.3(b)(ii)); or
 - (ii) refer the matter for determination under clause 46.4.

46.4 Expert determination

- (a) If a matter is referred for determination pursuant to clause 46.3(d)(ii), the provisions of this clause 46.4 apply.
- (b) The Expert acts as an expert and not as an arbitrator.
- (c) The Expert will apply the Expert Determination Rules, as qualified by this contract, in making a decision.
- (d) The Expert's decision in respect of a disagreement referred under any clause of this contract is final, conclusive and binding for all purposes between the persons in disagreement in the absence of fraud or manifest error.
- (e) The costs of the determination are to be paid by the parties equally unless the Expert, in the Expert's sole and absolute discretion, directs otherwise.

46.5 Non-Compliance with requirements of Authority

- (a) If the purchaser fails to complete its obligations under clause 46.3 including the time by which the purchaser must submit its application to obtain a refund of the Compliance Bond, then the vendor may refuse to refund the Compliance Bond in which case the Compliance Bond Amount will be forfeited to the vendor and the purchaser cannot make any claim against the vendor for any such refund.
- (b) Despite any other provisions of this contract, if the purchaser has:

- (i) failed to submit its claim within 36 months after completion of this contract then the Compliance Bond amount will be forfeited to the vendor; or
- (ii) assigned its obligations to some other person, including by way of transferring the *property* to that person, who has completed the purchaser's works on its behalf in accordance with the terms of this contract, then the Compliance Bond amount will be paid to the person who submits the claim in respect of the *property* provided they also supply at that time reasonable evidence (determined in the sole and absolute discretion of the *vendor*) of the *purchaser's* consent to the payment of the Compliance Bond to the person submitting the claim.

46.6 Non-merger

This clause 46 will not merge upon completion.

47. Voluntary planning agreement

- (a) The vendor discloses and the purchaser is aware that:
 - (i) a voluntary planning agreement may be registered on and may encumber the Development Lot or the *property*; and
 - (ii) the purchaser will not be required to comply with any of the obligations set out in any such planning agreement.
- (b) The purchaser cannot make any *requisition* or claim, delay completion or *rescind* or *terminate* because of anything contained in a planning agreement or in this clause 47.
- (c) If prior to completion, a voluntary planning agreement as referred to in clause 47(a), is registered on the title of the *property*, the vendor must procure that on completion legal title to the *property* passes to the purchaser free from encumbrance or notation on title in respect of that voluntary planning agreement.
- (d) If the vendor determines, acting reasonably, that additional time is required in order to enable it to comply with the requirements of clause 47(c), the vendor may extend the date for completion once, by a period of up to 6 months, by giving notice to the purchaser specifying the new date for completion.
- (e) If the vendor cannot comply with the requirements of clause 47(c) on the completion (as extended by clause 47(d)) either party may *rescind*.

48. Death, insolvency, etc

48.1 Death or mental incapacity

If before completion a *party*, being an individual, dies or becomes mentally ill, the other *party* may *rescind*.

48.2 Financial incapacity of purchaser

The purchaser is in breach of an essential obligation of this contract, the vendor may *terminate* by *serving* a notice, and clause 9 applies, if:

- (a) the purchaser, being a corporation:
 - (i) goes into liquidation or provisional liquidation or an application is made for it to be wound up;

- (ii) has a receiver, manager, receiver and manager, administrator, controller (as defined in section 9 of the *Corporations Act 2001* (Cth)) or similar officer appointed to it or any of its assets;
 - (iii) makes an assignment for the benefit of or enters into an arrangement or composition with its creditors; or
 - (iv) is insolvent or presumed insolvent under the *Corporations Act 2001* (Cth) or stops payment of any of its debts; or
- (b) anything occurs in connection with the purchaser under the law of any applicable jurisdiction (other than under the *Bankruptcy Act 1966*) having a substantially similar effect to the events specified in clause 48.2(a).

48.3 Bankruptcy

If the purchaser is a natural person, the purchaser warrants to the vendor that the purchaser:

- (a) is not an undischarged bankrupt;
- (b) has not entered into a personal insolvency agreement or called a meeting of creditors under Part X of the *Bankruptcy Act 1966*; and
- (c) has not committed an act of bankruptcy.

49. Agent's commission

The purchaser represents and warrants that it was not introduced to the *property* or to the vendor either directly or indirectly by any real estate agent or other person entitled to claim commission or fee from the vendor other than the vendor's agent named in this contract. The purchaser is liable for and indemnifies the vendor against all liability, loss, costs and expenses (including legal fees, costs and disbursements on the higher of a full indemnity basis and a solicitor and own client basis, determined without taxation, assessment or similar process and whether incurred by or awarded against the vendor) arising from or incurred in connection with a breach of this warranty.

50. Attachment of documents

50.1 Attachment as agent

The purchaser acknowledges that if before this contract was signed by or on behalf of the purchaser, documents or copies of documents were attached to this contract at the request of the vendor or the vendor's *solicitor* by or on behalf of the purchaser or the purchaser's *solicitor*, the person attaching those documents or copies of documents did so as the agent of the vendor.

50.2 No warranty

Without excluding, modifying or restricting the rights of the purchaser under section 52A(2)(b) of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2010*, the vendor does not warrant that the documents or copies of documents attached to this contract are complete or accurate.

51. Requisitions

- (a) The purchaser agrees that the only *requisitions* which will make under clause 5 are the *requisitions* attached as Attachment 4.
- (b) The purchaser is deemed to have served the *requisitions* attached as Attachment 4 on the date of this contract.

- (c) The vendor is deemed to have served the responses to *requisitions* attached as Attachment 4 on the day that the purchaser is deemed to have served the *requisitions*.
- (d) The purchaser acknowledges and agrees that it is satisfied with the responses to *requisitions* provided as Attachment 5 and will not raise any further *requisitions*.

52. Entire agreement

52.1 Entire agreement

To the extent permitted by law, in relation to its subject matter, this contract:

- (a) embodies the entire understanding of the *parties*, and constitutes the entire terms agreed by the *parties*; and
- (b) supersedes any prior written or other agreement of the *parties*.

52.2 No warranty by vendor

- (a) Without limiting clause 52.1, the vendor does not warrant or represent that any information or statements contained or referred to in any brochure, advertisement or other document made available by or on behalf of the vendor in connection with the *property*, this contract or the Estate is accurate or complete.
- (b) This contract describes what the vendor is contracting to deliver and is obliged to deliver to the purchaser upon completion, despite any brochure, advertisement or other document made available by or on behalf of the vendor in connection with the *property*, this contract or the Estate.

52.3 Warranty by purchaser

The purchaser represents and warrants that the purchaser:

- (a) has not relied on any brochure, advertisement or other document referred to in clause 52.2;
- (b) has made and relies entirely on:
 - (i) such inspection of the *property* as is practicable at the contract date; and
 - (ii) its own inquiries in relation to the *property*;
- (c) does not rely on any representation, letter, document or arrangement (whether oral or in writing) or other conduct as adding to or amending this contract;
- (d) is satisfied as to all information relevant to the risks, contingencies and other circumstances affecting the purchase of the *property*;
- (e) is satisfied as to the need for and the existence or validity of any development or other approval for the *property*;
- (f) the purchaser has made or procured its own inspections, investigations, examinations and enquiries in respect of all aspects of the *property*, including without limitation:
 - (i) the construction of a dwelling house on the *property*;
 - (ii) any restriction on the use or development of the *property* under any planning scheme, statute, regulation, local law or permit condition

imposed by any Authority empowered to control the use or development of the *property*;

(iii) the suitability of the *property* for the purpose for which the purchaser requires the *property*, including any financial return, income and investment potential of the *property*; and

(iv) all things disclosed by the vendor in this contract; and

(g) despite the terms of this clause, if any representation or warranty has been made by or on behalf of the vendor, then the purchaser confirms, by execution of this contract, that the purchaser has placed no reliance on such warranty or representation in executing this contract.

52.4 No objection by purchaser

The purchaser must not make a *requisition* or claim or attempt to delay completion or attempt to *rescind* or *terminate* or attempt to *terminate* in respect of the matters dealt with in this clause 51.

53. Guarantee and indemnity (where purchaser is a company)

53.1 Application

This clause 53 applies if the purchaser is a corporation, in which event, unless the contrary intention appears:

- (a) each director of the purchaser will be a guarantor;
- (b) a reference to a guarantor in this clause is a reference to all of the persons named as guarantor jointly and each of them severally; and
- (c) an agreement, representation, warranty or indemnity on the part of the guarantor binds the guarantors jointly and each of them severally.

53.2 Guarantee and indemnity

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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:

- (i) the Guaranteed Money not being recoverable from the guarantor or from the purchaser; and
 - (ii) the Guaranteed Obligations not being duly and punctually performed because of any circumstance whatsoever.
- (f) 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.
- (g) 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:
 - (i) the vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the purchaser;
 - (ii) acquiescence, delay, acts, omissions or mistakes on the part of the vendor; or
 - (iii) any variation, assignment or novation of a right of the vendor, or alteration of this contract or document, in respect of the purchaser.
- (h) 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:
 - (i) make a claim or enforce a right (including a mortgage, charge or other encumbrance) against the purchaser or its property; or
 - (ii) prove in competition with the vendor if:
 - A. a liquidator, provisional liquidator, administrator, trustee in bankruptcy or other similar functionary is appointed in respect of the purchaser;
 - B. 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
 - C. the purchaser is otherwise unable to pay its debts when they fall due.
- (i) 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.
- (j) The guarantor agrees to pay interest at a rate of 10% 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.
- (k) This clause 53 is an essential term of this contract.

54. General

54.1 Governing law

This contract is governed by and must be construed according to the law applying in New South Wales.

54.2 Jurisdiction

Each *party* irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this contract; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 54.2(a).

54.3 Severance

If at any time any provision of this contract is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this contract; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this contract.

54.4 Information for transfer

For the purposes of clause 4.2, the purchaser acknowledges that sufficient information for the form of transfer is disclosed in this contract and that the vendor need not give any further information to the purchaser.

54.5 No merger

- (a) Any clause to which effect is not given by completion or registration of the transfer to the purchaser and which is capable of taking effect after completion or registration does not merge on completion.
- (b) Each warranty (except those implied by law) and each indemnity in this contract survives completion or *termination*.

54.6 Notices

- (a) How notice given

Despite clauses 20.6.4 and 20.6.5, each communication (including each notice, consent, approval, request and demand) under or in connection with this contract:

- (i) must be given to a *party*:
 - A. using one of the following methods (and no other method) namely, hand delivery, courier service, prepaid express post, fax or email; and

- B. using the address or other details for the *party* set out in this contract (or as otherwise notified by that *party* to each other *party* from time to time under this clause),
- (ii) must be in legible writing and in English;
- (iii) (in the case of communications other than email) must be signed by the sending *party* or by a person duly authorised by the sending *party*; and
- (iv) (in the case of email) must:
 - A. be sent to adelrio@claytonutz.com and copied to dahua@claytonutz.com;
 - B. state the name of the sending *party* or a person duly authorised by the sending *party* and state that the email is a communication under or in connection with this contract; and
 - C. if the email contains attachments, ensure the attachments are in PDF or other non-modifiable format the receiving *party* can open, view and download at no additional cost,

and communications sent by email are taken to be signed by the named sender.

(b) When notice taken to be received

Despite clauses 20.6.4 and 20.6.5, each communication (including each notice, consent, approval, request and demand) under or in connection with this contract is taken to be given by the sender and received by the recipient:

- (i) (In the case of delivery by hand or courier service) on delivery;
- (ii) (in the case of prepaid express post sent to an address in the same country) on the second *business day* after the date of posting;
- (iii) (in the case of prepaid express post sent to an address in another country) on the fourth *business day* after the date of posting;
- (iv) (In the case of fax) at the time shown on the transmission confirmation report produced by the fax machine from which it was sent showing that the whole fax was sent to the recipient's fax number;
- (v) (In the case of email, whether or not containing attachments) the first to occur of:
 - A. receipt by the sender of an electronic acknowledgement from the recipient's information system showing confirmation of delivery to the recipient's email address; and
 - B. 4 hours after the time sent (as recorded on the sender's information system) unless the *party* sending the email receives an automated message that the email has not been delivered,

provided that:

- (vi) the communication will be taken to be so given by the sender and received by the recipient regardless of whether:
 - A. the recipient is absent from the place at which the communication is delivered or sent;

- B. the communication is returned unclaimed; and
 - C. (In the case of email) the email or any of its attachments is opened by the recipient;
- (vii) if the communication specifies a later time as the time of delivery then that later time will be taken to be the time of delivery of the communication; and
 - (viii) if the communication would otherwise be taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day ("working day" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is delivered or sent).
- (c) Notices sent by more than one method of communication.

If a communication delivered or sent under this clause 54.6 is delivered or sent by more than one method, the communication is taken to be given by the sender and received by the recipient whenever it is taken to be first received in accordance with clause (b).

54.7 Indemnities

- (a) Each indemnity by a party in this contract is a continuing obligation, separate and independent from that party's other obligations and survives completion, *rescission* or *termination* of this contract.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this contract.
- (c) A party must pay on demand any amount it must pay under an indemnity in this contract.

54.8 Personal Information

- (a) The purchaser is aware that the vendor will obtain 'personal information' as defined in the *Privacy Act 1988* (Cth) (**Personal Information**) about the purchaser and their associates during the course of the transaction the subject of this contract.
- (b) 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 is in connection with the conduct of the vendor's business.
- (c) The purchaser consents to the use of Personal Information by the vendor as contemplated by this clause 54.8.

55. GSTRW Withholding

55.1 Amendments to printed form of contract relating to GSTRW payments

- (a) On page 2 of first 3 pages of this contract, replace the words "Purchaser must make a *GSTRW Payment*" with "*GSTRW payment* required".
- (b) Clause 13.13 and 30.11.3 are amended as follows:
 - (i) Clause 13.13 - first line - insert "(or the relevant recipient of the supply (within the meaning of the *GST Act*))" after "purchaser";
 - (ii) Clause 13.13.1 - delete clause 13.13.1 and replace with:

"13.13.1 no later than 7 days after the vendor gives a notice requesting the following, *serve*:

- evidence reasonably satisfactory to the vendor 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; and
- to the vendor the lodgement reference number and payment reference number issued by the Australian Taxation Office upon lodgement of that *GSTRW payment* notification form."

(iii) Clause 13.13.2 - delete "Deputy Commissioner of Taxation" and replace with "Commissioner of Taxation (or to such other payee specified by the Australian Taxation Office to receive the *GSTRW payment*)"

(iv) Clause 13.13.3 - delete clause 13.13.3 and replace with:

"13.13.3 provide to the vendor on completion:

- the *GSTRW Funds* for the *GSTRW payment* referred to at clause 13.13.2; and
- a written direction to the vendor directing the vendor to forward the *GSTRW Funds* to the Commissioner of Taxation (or to such other payee specified by the Australian Taxation Office to receive the *GSTRW payment*) in payment of the *GSTRW payment* immediately after completion."

(v) Clause 13.13.4 - delete clause 13.13.4; and

(vi) Clause 30.11.3 - delete "13.13.2 to 13.13.4" and replace with "13.13.3".

55.2 Vendor Indemnity

Where the purchaser has provided the *settlement cheque* for the *GSTRW payment* in accordance with clause 13.13.3, the vendor indemnifies the purchaser against the amount of any penalties or interest charges imposed by the Australian Taxation Office on the purchaser (or the relevant recipient of the supply) arising from any failure by the vendor to forward that *settlement cheque* to the payee.

55.3 Potential Residential Land

(a) If the *property* supplied under this contract is potential residential land (within the meaning of the GST Act), and the purchaser (or the relevant recipient for GST purposes):

- (i) is registered for GST purposes;
- (ii) has provided the vendor with a valid ABN; and
- (iii) is acquiring the *property* for a creditable purpose,

the purchaser must provide the vendor with a statement to that effect within 7 days after the vendor gives notice requesting the a statement to be provided, and if such a statement is provided the parties agree and acknowledge that notwithstanding any other provision of this contract, no *GSTRW payment* is required to be made by the purchaser (or the relevant recipient of for GST purposes).

- (b) Where the purchaser has provided the statement referred to in clause 55.3(a), the purchaser indemnifies the vendor against the amount of any penalties or interest charges imposed by the Australian Taxation Office on the vendor (or the relevant entity making the supply of the *property*).

56. Electronic signature, counterparts and electronic communication

56.1 Electronic signature

Each party warrants that immediately prior to entering into this Contract, it has unconditionally consented to:

- (a) the requirement for a signature under any law being met; and
- (b) any other party to this Contract executing it,

by any method of electronic signature that other party uses (at that other party's discretion), including signing on an electronic device or by digital signature.

56.2 Counterparts and electronic communication

- (a) This Contract may be executed in any number of counterparts by a party and by the parties on separate counterparts.
- (b) Each counterpart constitutes an original of this Contract, and all together constitute one Contract.
- (c) Where this Contract is executed in counterparts, its date is taken to be the date on which the last of the parties to do so executes its counterpart(s).
- (d) Without limitation, the parties agree that their communication of an offer or acceptance of this Contract, including exchanging counterparts, may be by hand, post, facsimile or any electronic method that evidences that party's execution of this Contract.

Purchaser & Guarantor execution pages

[TO BE USED WHERE THE PURCHASER IS A NATURAL PERSON. STRIKE OUT IF NOT USED]

Signed by the purchaser specified below, in the presence of:

Signature of witness

Signature of purchaser

Full name of witness

Full name of purchaser

[TO BE USED WHERE MORE THAN ONE NATURAL PERSON IS THE PURCHASER. STRIKE OUT IF NOT USED]

Signed by the purchaser specified below, in the presence of:

Signature of witness

Signature of purchaser

Full name of witness

Full name of purchaser

[TO BE USED WHERE THE PURCHASER IS AN AUSTRALIAN COMPANY. STRIKE OUT IF NOT USED]

Executed by the purchaser specified below in accordance with section 127 of the Corporations Act 2001 (Cth):

Name of company

ABN/ACN of company

Signature of director

Signature of company secretary/director

Full name of director

Full name of company secretary/director

[TO BE USED WHERE THE PURCHASER IS SIGNING UNDER POWER OF ATTORNEY. STRIKE OUT IF NOT USED]

Signed for and on behalf of the purchaser by its attorney under a power of attorney specified below in the presence of:

Signature of witness

Full name of witness

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

Full name of attorney

Power of attorney dated: _____

Registered: _____

Book: _____

Number: _____

Jurisdiction: _____

New South Wales

GUARANTOR EXECUTION

Signed by the guarantor specified below, in the presence of:

Signature of witness

Signature of guarantor

Full name of witness

Full name of guarantor

Signed by the guarantor specified below, in the presence of:

Signature of witness

Signature of guarantor

Full name of witness

Full name of guarantor

Attachment 1 - Particulars

Item	Particulars
1. Compliance Bond Amount	means the amount stated on the front page of the contract pursuant to clause 46.1
2. Registration Sunset Date	31 December 2022
3. Development Lot	Lot 2077 in DP1200782 (refer Attachment 7).

Attachment 2 - Proposed Plan

PLAN FORM 6 (2018)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)	
Office Use Only		Office Use Only			
Registered:		<div style="text-align: center;"> <h1>DRAFT</h1> <p>REVISION [02] DATE: 03/07/2020</p> </div>			
Title System:					
PLAN OF SUBDIVISION OF LOTS 2109, 2110, 2111 & 2112 D.P.1236707		LGA: CAMPBELLTOWN Locality: BARDIA Parish: MINTO County: CUMBERLAND			
Survey Certificate I, <u>ANTHONY KELLNER</u> of <u>CRAIG & RHODES PTY LTD</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on _____, or *(b) The part of the land shown in the plan(*being*excluding ** was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on _____ the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line: 'A' - 'B' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous Signature: _____ Dated: _____ Surveyor Identification No: 1399 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: _____ Date: _____ File Number: _____ Office: _____			
		Subdivision Certificate I, _____ *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: _____ Accreditation number: _____ Consent Authority: _____ Date of endorsement: _____ Subdivision Certificate number: _____ File number: _____ *Strike through if inapplicable.			
Plans used in the preparation of survey/compilation. D.P.1200781 D.P.1200782 D.P.1236707		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.			
Surveyor's Reference: 1783 - STAGE 1.2C		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

Office Use Only

Office Use Only

Registered:

PLAN OF
SUBDIVISION OF LOTS 2109, 2110, 2111 & 2112
D.P.1236707

Subdivision Certificate number:

Date of Endorsement:

DRAFT

REVISION [02] DATE: 03/07/2020

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

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

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

1. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1783 - STAGE 1.2C

Attachment 3 - Proposed Instrument (accompanying Proposed Plan)

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

Lengths are in Metres

Sheet 1 of 6 Sheets

Plan:

Plan of Subdivision of Lots 2109, 2110,
2111 & 2112 DP1236707
covered by Council's Subdivision
Certificate No.

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

Part 1

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement for Access and Maintenance 0.9 wide	2301 2303 2304 2305 2306 2307 2308 2309 2311 2312 2313 2314 2315 2316 2317 2318 2319	2302 2304 2305 2306 2307 2308 2309 2310 2312 2313 2314 2315 2316 2317 2318 2319 2320
2.	Restriction on the Use of Land	2301-2320 inclusive	Campbelltown City Council
3.	Restriction on the Use of Land	2303-2320 inclusive	Campbelltown City Council
4.	Restriction on the Use of Land	2301 and 2302	Campbelltown City Council
5.	Restriction on the Use of Land	2301-2321 inclusive	Campbelltown City Council

APPROVED BY CAMPBELLTOWN CITY COUNCIL

Revision 01: 14/07/2020

.....
General Manager / Authorised Officer

Plan:

Plan of Subdivision of Lots 2109, 2110,
2111 & 2112 DP1236707
covered by Council's Subdivision
Certificate No.

	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:-
6.	Restriction on the Use of Land	2302, 2310 and 2311.	Campbelltown City Council
7.	Restriction on the Use of Land	2301-2321 inclusive	Campbelltown City Council

Part 2

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

The owner of the lot benefited may:

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

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

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

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

Plan:

Plan of Subdivision of Lots 2109, 2110,
2111 & 2112 DP1236707
covered by Council's Subdivision
Certificate No.

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

No building shall be erected or remain on the land hereby burdened unless it has been designed in accordance with the measures and controls contained within the Traffic Noise Assessment Report prepared by Wilkinson Murray Pty Ltd Traffic Noise Assessment Report 16178-N3, dated April 2016 and titled 'New Breeze – Edmondson Park Stage 3 DA Noise Assessment'.

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

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

Direct vehicular access to and/or from the Lot hereby burdened is prohibited across the Campbelltown Road boundary.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 3 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

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

Direct vehicular access to and/or from the Lot hereby burdened is prohibited across the Macdonald Road boundary.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 4 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Plan:

Plan of Subdivision of Lots 2109, 2110,
2111 & 2112 DP1236707
covered by Council's Subdivision
Certificate No.

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

No development shall be carried out on the lot hereby burdened unless in
accordance with:

- (a) the specified Building Envelope Plan held on Campbelltown City
Council File of DA 1682/2019/DA-SW determined in accordance with
Edmondson Park South Development Control Plan November 2012; or
- (b) the building envelope determined in accordance with State
Environmental Planning Policy (Exempt and Complying Development
Codes) 2008.

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

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

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

**Name of Authority empowered to release vary or modify the terms of the
restriction numbered 6 in the plan is Campbelltown City Council. The cost
and expense of any release, variation or modification shall be borne by
the person or corporation requesting same in all respects.**

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

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

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

Lengths are in Metres

Sheet 5 of 6 Sheets

Plan:

Plan of Subdivision of Lots 2109, 2110,
2111 & 2112 DP1236707
covered by Council's Subdivision
Certificate No.

Execution:

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

Signature of director

Signature of company secretary/director

Full name of director

Full name of company secretary/director

**Signed for and on behalf of Australia and New
Zealand Banking Group Limited by its
attorney under a power of attorney
dated _____ registered in NSW
Book _____ No. _____ in the presence of:**

Signature of witness

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

Full name of witness

Full name of attorney

APPROVED BY CAMPBELLTOWN CITY COUNCIL
Revision 01: 14/07/2020

.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 6 of 6 Sheets

Plan:

**Plan of Subdivision of Lots 2109, 2110,
2111 & 2112 DP1236707
covered by Council's Subdivision
Certificate No.**

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

Name of Delegate

Signature of Delegate

Date of Signature

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

Name of Witness

Signature of Witness

Date of Signature

Address of Witness

**APPROVED BY CAMPBELLTOWN CITY COUNCIL
Revision 01: 14/07/2020**

.....
General Manager / Authorised Officer

Attachment 4 - Form of requisitions

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Dahua Group Sydney Project 1 Pty Limited
Purchaser: as specified on the front cover of this contract
Property: as specified on the front cover of this contract
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
(c) Please specify any existing breaches.
(d) All rent should be paid up to or beyond the date of completion.
(e) Please provide details of any bond together with the Rental Bond Board's reference number.
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010*:
(a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
(b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

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

Adjustments

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

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. (a) Have the provisions of the *Local Government Act 1993*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. please provide a copy in advance.
(e) In respect of any residential building work earned out in the last 7 years:
(i) please identify the building work carried out;

- (ii) when was the building work completed?
 - (iii) please state the builders name and licence number,
 - (iv) please provide details of Insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered, into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993* please provide details.
 - (d) are there any outstanding notices or orders?
- 18.
- (a) to whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware if any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* of the *Encroachment of Buildings Act 1922*?
- Affectations**
19. Is the vendor (aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 22.
- (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?
- Capacity**
24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

Attachment 5 - Responses to requisitions

RESPONSES TO RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Dahua Group Sydney Project 1 Pty Limited
Purchaser: as specified on the front cover of this contract
Property: as specified on the front cover of this contract
Dated:

-
- Possession and tenancies**
1. Noted.
2. Not so far as the vendor is aware.
3. (a) Not applicable.
(b) Not applicable.
(c) Not applicable.
(d) Not applicable.
(e) Not applicable.
(f) Not applicable.
4. No.
5. (a) Not applicable.
(b) Not applicable.
- Title**
6. Noted.
7. Noted.
8. Not so far as the vendor is aware.
9. On completion.
10. Not applicable.
- Adjustments**
11. Noted. Vendor draws the purchaser's attention to the provisions of clause 42.
12. Purchaser to rely on its own enquiries.
- Survey and building**
13. Noted.
14. No. No survey report will be provided.
15. (a) Yes - so far as the vendor is aware. Purchaser to make on its own enquiries.
(b) No - not so far as the vendor is aware. Purchaser to make on its own enquiries.
(c) No. No building certificate will be provided.
(d) No. No Final Occupation Certificate will be provided.
(e) Not applicable.
16. No.
17. Not applicable.
18. Not applicable.
- Affectations**
19. No.
20. (a) Vendor relies on contract. Purchaser to make on its own enquiries.
(b) Vendor relies on contract. Purchaser to make on its own enquiries.
(c) Vendor relies on contract. Purchaser to make on its own enquiries.
21. (a) Vendor relies on contract. Purchaser to make on its own enquiries.
(b) Vendor relies on contract. Purchaser to make on its own enquiries.
(c) Vendor relies on contract. Purchaser to make on its own enquiries.
(d) Vendor relies on contract. Purchaser to make on its own enquiries.
(e) Vendor draws the purchaser's attention to the realignment of MacDonald Road referred to in the "Infrastructure Services Delivery Plan Edmondson Park South" published by UrbanGrowth NSW, March 2015.
(f) Vendor relies on contract. Purchaser to make on its own enquiries.
22. (a) Vendor relies on contract. Purchaser to make on its own enquiries.
(b) Vendor relies on contract. Purchaser to make on its own enquiries.
(c) Vendor relies on contract. Purchaser to make on its own enquiries.
23. Not so far as the vendor is aware. Purchaser to make on its own enquiries.
- Capacity**
24. Noted.

Requisitions and transfer

- 25. Noted.
- 26. Noted.
- 27. Noted.
- 28. Vendor draws the purchaser's attention to clause 51(d).
- 29. Noted.

Attachment 6 - Draft Design Guidelines



Parkside

AT NEW BREEZE

NEW BREEZE DESIGN GUIDELINES

December 2019

Welcome to New Breeze at Bardia



Live in the heart of a living, breathing community where everything you need is already in abundance.

Experience a master planned neighbourhood with a real sense of place. Stroll to established parks, schools, Edmondson Park railway station and future town centre. Your future awaits in the most accessible, vibrant community in South West Sydney. Land, homes, lifestyle. You'll feel at home the moment you move in.

New Breeze Design Guidelines

These Design Guidelines have been created to ensure a high quality built form and environment helping to provide surety of investment for purchasers on the overall outcome of the New Breeze residential community, by ensuring all homes are of the same high quality. This not only relates to their personal living spaces but also to neighbouring properties and overall community. Your house should be designed to take advantage of the best orientation, views and outlooks including those to the street.



Design Approval Process



①



Ensure your house design meets the Edmondson Park South Development Control Plan or Complying Development Code and New Breeze Design Guidelines.

②



After Council or an Independent Certifier issues your development approval and construction certificate, commence building your new home.

Remember your new home must be completed within 24 months from date of settlement.

③



Home completed in accordance with approvals and Occupation Certificate issued.

④



Complete your front landscaping

Remember front landscaping must be completed within 6 months from house completion.

⑤



To claim your \$1,000 Compliance Bond -

Complete the Compliance Bond Application Form and submit to the New Breeze Team upon completion of your home and landscaping, or email to compliance@newbreeze.com.au



Reduced Garage Dominance

The proposed design, form and detailing of a property should aim to reduce the visual dominance of the garage. In order to improve the presentation of the dwelling and to provide an attractive streetscape, the residential façade should be dominant, with the garage being a recessive element on the street elevation. This is achieved through ensuring that the garage is adequately set back from the front façade.

The design of the garage door should contribute to the quality of the front elevation of the residence and minimise visual impact to the streetscape. A simple design for the garage door will help to reduce its visual impact. A single garage door will also result in a reduced impact to the front façade of the development.

Eaves

The amenity and design of a property can be enhanced through the use of eaves and sunshades. Eaves provide sun shading and weather protection to windows and doors and also provide aesthetic interest, through the provision of a consistent visual character to homes on the street.

Articulation

Architectural interest in a residence is created through breaking down a large building mass into smaller sections. This can be achieved through the alteration of wall or roof lines, the addition of elements such as verandahs, porches or pergolas and through variation of the colour and type of materials used on the house façade. For two storey homes, articulation helps to avoid unreasonable overshadowing on neighbours' outdoor living areas or internal living space.

Corner Lots

Corner lot homes are significant as they are prominent and highly visible to two streets. All corner lots should ensure that the home adequately addresses both street frontages. On corner lots the house entry should be located on the long side of the lot in order to avoid an extended blank side of the property with little surveillance. Any garages on corner lots should be accessed from the secondary street.

The house design and/or landscaping should emphasise and wrap around the corner as well as look out onto both streets in order to provide a continuous built form, security and visual amenity to all sides. Both streets can be addressed through the use of verandahs, balconies, windows or similar modulating elements, which should be in keeping with the architectural detail of the front façade.

Landscaping

Landscaping should provide a high level of residential amenity with opportunities for outdoor recreation and relaxation. Landscaping and covered outdoor spaces can provide additional living space and help define the semi-private realm and landscaping near lot boundaries can achieve additional privacy and shading. There should be seamless landscaping between any private gardens, green streets and parks.

Fencing

The inclusion of a front fence should be provided in order to clearly define the lot boundary, the street edge and the private space but should be designed to look like part of the street rather than an extension of the dwelling. This will help encourage use of the front garden, providing a sense of enclosure, as well as increasing surveillance and activation of the street. Side and rear fences are also important in achieving privacy and security.

The quality of the streetscape should be enhanced and complemented through consistent and coordinated fencing. Material finishes should be consistent with the character of the street. Front fencing should be constructed from predominantly lightweight materials, with the design allowing at least 50% openings.

Building Fixtures

All outdoor structures such as sheds, clotheslines, swimming pools, and elements such as aërials, satellite dishes, water tanks, air conditioning units and solar hot water units should be incorporated into the design of the residence, with no or minimal visual impact on the streetscape. These structures must not be visible in the front garden, from the street or from any public open space. Any elements such as letterboxes should be incorporated into the design of the front fence.

Requirements Checklist



Requirements	Yes	No	N/A
1. Reduced Garage Dominance			
Garage setback minimum 1.0m behind the main front wall of the house.			
Garage doors to be less than 50% of the width of the house.			
Garage doors to have a simple design and finish.			
2. Eaves			
Minimum 450mm eaves to main external walls of house required for all pitched roofs, unless a better architectural outcome is achieved.			
3. Articulation			
Articulation to be achieved by changing wall or roof lines, the use of different materials and adding architectural elements			
For two storey homes: upper level walls longer than 14m must be stepped a minimum of 0.6m.			
North facing windows of habitable rooms require shading devices if not protected by eaves.			
Incorporate a minimum of two materials into the front elevation.			
Contrasting lightweight and solid materials is encouraged.			
Houses should include at least one primary element (i.e. verandah or balcony (including upper level balcony over garage door) or pergola) to a minimum depth of 1.5 m and two secondary elements (i.e. entry feature or porticos, awnings or other features over windows, eaves and sun shading, window box treatment, recessed or projecting architectural elements, bay windows) to a minimum depth of 500mm.			
4. Corner Lots			
Houses must address both street frontages with windows, architectural features, the continuation of facade elements and landscaping.			
Secondary frontage fence must be no higher than 1.8m and a maximum of 50% of the lot length.			
Garage is to be located the maximum distance possible from the street corner.			

Requirements Checklist



Requirements	Yes	No	N/A
5. Landscaping in your neighbourhood			
Front landscaping to each lot is to be completed within 6 months of completion.			
Existing street trees must be retained.			
Side fences and gates are to be set back a minimum 1.0m from nearest front wall of house.			
Metal sheet fencing is not permitted except where required to address bushfire regulations.			
The driveway crossing (between the lot boundary and footpath or kerb) is to match or be consistent with the footpath finish within the streetscape.			
Front yards should generally include a minimum of two advanced trees and substantial planting along the front boundary and the side of the driveway. In addition, for corner lots, generally a minimum of one advanced tree and substantial planting along the side boundary is required.			
Rubbish bin storage and drying areas to be concealed from view from the street			
6. Fencing			
Front fencing is required for all residential allotments.			
Existing street trees must be retained.			
Side fences and gates are to be set back a minimum 1.0m from nearest front wall of house.			
Metal sheet fencing is not permitted except where required to address bushfire regulations.			
7. Building Fixtures			
Garbage, mail box structures, service meters, air conditioners and the like are to be integrated with the overall design of the buildings and / or landscaping.			
Aerials and satellite dishes must be coloured dark grey and concealed from public view as much as practicable.			

If you or your builder require any advice on how to ensure your house designs comply with the design guidelines or design approval process, please contact the New Breeze Team on 1300 832 482 or sales@newbreeze.com.au

Compliance Bond Release Application Form



Instruction Page

If you are the owner of the property and have purchased the property directly from Dahua, please use Form 1.

If you are the owner of the property and you did not purchase the property directly from Dahua, please use Form 2.

Compliance Bond Release Application Form



Form 1 – Direct Purchase

If you have purchased the property directly from Dahua, please fill in your details below and submit to the New Breeze Team on completion of your home and landscaping. If you have any queries, please contact the New Breeze Team who will be happy to assist you. Visit www.NewBreeze.com.au, call 1300 832 482 or email compliance@newbreeze.com.au

Lot Number	
Settlement Date	
Name of Owner(s)	
Address of Owner(s)	
Contact Number	
Contact Details (Dedicated email address)	
Bank Details	
BSB Number	
Account Name	
Account Number	

You acknowledge that the Vendor (**Dahua Group Sydney Project 1 Pty Ltd**) is authorized to remit the Compliance Bond fees to the bank account you nominated above. Please check the bank details and owners details carefully as the Vendor has no duty to check the correctness of the details. You release the Vendor and its associated entities from any liability arising from You providing the incorrect details.

Signature: _____

Signature: _____

Date: _____

Date: _____

Compliance Bond Release Application Form



Form 2 – Subsequent Owners

If you did not purchase the property directly from Dahua, you **must** contact your vendor/original purchasers (who purchased the property from Dahua) and they **must** fill in part 1 of this form authorizing Dahua to remit the funds to you. Please fill in your details below in part 2 of this form and submit to the New Breeze Team on completion of your home and landscaping. If you have any queries, please contact the New Breeze Team who will be happy to assist you. Visit www.NewBreeze.com.au, call 1300 832 482 or email compliance@newbreeze.com.au

Part 1 – Original Purchasers

Lot Number

Settlement Date

Name of Purchasers

Address of Owner(s)

Contact Number

Email Address

As the Original Purchasers of the above Lot _____, we hereby direct Dahua to remit the Compliance Bond to the Current Owners listed below and release all claims against Dahua.

Signature: _____ Signature: _____

Date: _____ Date: _____

Part 2 – Current Owners

Name of Owner(s)

Address of Owner(s)

Contact Number

Email Address

Bank Details

BSB Number

Account Name

Compliance Bond Release Application Form



You acknowledge that the Vendor, Dahua (**Dahua Group Sydney Project 1 Pty Ltd**) is authorized to remit the Compliance Bond fees to the bank account you nominated above. Please check the bank details and owners details carefully as Dahua has no duty to check the correctness of the details. You release Dahua and its associated entities from any liability arising from You providing the incorrect details.

Signature: _____

Signature: _____

Date: _____

Date: _____

Attachment 7 - Other title documents

- 1. title search 2077/1200782**
- 2. DP1200782**
- 3. 88B/1200782**
- 4. D105362 - Covenant**
- 5. P902358 - Covenant**
- 6. AF44782 - Easement for Water supply**
- 7. Section 10.7(2) & (5) certificate**
- 8. letter from Sydney Water**
- 9. sewer mains diagram**
- 10. s.47 certificate 2020 year**
- 11. Foreign resident capital gains withholding clearance certificate**



FOLIO: 2077/1200782

SEARCH DATE	TIME	EDITION NO	DATE
27/10/2020	3:03 PM	3	15/8/2020

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO. CONTROL OF THE RIGHT TO DEAL IS HELD BY AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED.

LAND

LOT 2077 IN DEPOSITED PLAN 1200782
AT BARDIA
LOCAL GOVERNMENT AREA CAMPBELLTOWN
PARISH OF MINTO COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1200782

FIRST SCHEDULE

DAHUA GROUP SYDNEY PROJECT 1 PTY LTD

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 D105362 EASEMENT CREATED BY ACQUISITION APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PIECE OF LAND SHOWN 20 FEET WIDE IN DP430641
- 2 P902358 COVENANT
- 3 AF44782 EASEMENT FOR WATER SUPPLY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART SHOWN AS 'PROPOSED EASEMENT FOR WATER SUPPLY WORKS' IN PLAN WITH AF44782
- 4 DP1175991 POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1200782 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1200782 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1200782 EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1200782 EASEMENT FOR WATER SUPPLY PURPOSES 3 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1200782 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (18) IN THE S.88B INSTRUMENT
- 10 AP86266 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

END OF PAGE 1 - CONTINUED OVER

FOLIO: 2077/1200782

PAGE 2

NOTATIONS

DP1230806 PLAN OF PROPOSED EASEMENT
DP1230806 PLAN OF ACQUISITION (ROADS ACT, 1993)
DP1231941 NOTE: PLAN OF PROPOSED EASEMENT

UNREGISTERED DEALINGS: PP DP1236707 PP DP1265815.

*** END OF SEARCH ***

80174437

PRINTED ON 27/10/2020

* 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. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

Ln.	BEARING	SLITCH	DESCRIPTION
6	53°-04'-45"	3.70	R.H. D.H. & W. FOUND (B.P. 11739971)
7	07°-02'-15"	11.545	R.H. D.H. & W. FOUND (B.P. 11739971)
8	32°-07'-45"	7.40	R.H. D.H. & W. FOUND (B.P. 11739971)
9	10°-02'-05"	3.465 & 14.875	R.H. D.H. & W. FOUND (B.P. 15067001)
10	85°-04'-45"	0.85	R.H. D.H. & W. FOUND (B.P. 15067001)
11	27°-18'-05"	6.79	R.H. D.H. & W. FOUND (B.P. 15067001)
12	37°-39'-40"	3.70 & 35.44	R.H. D.H. & W. FOUND (B.P. 15067001)
13	11°-01'-30"	5.555 & 14.16	R.H. D.H. & W. FOUND (B.P. 15067001)
14	34°-04'-45"	7.03 & 25.4	R.H. D.H. & W. FOUND (B.P. 15067001)
15	34°-07'-45"	6.455	R.H. D.H. & W. FOUND (B.P. 15067001)
16	25°-07'-14"	5.575 & 25.445	R.H. D.H. & W. FOUND (B.P. 15067001)
17	11°-04"	20.465	R.H. D.H. & W. FOUND (B.P. 15067001)
18	67°-39'-00"	11.42	R.H. D.H. & W. FOUND (B.P. 15067001)
19	34°-39'-45"	0.40 & 4.395	R.H. D.H. & W. FOUND (B.P. 15067001)
20	24°-04'-50"	3.61	R.H. D.H. & W. FOUND (B.P. 15067001)
21	34°-02'-30"	13.455	R.H. D.H. & W. FOUND (B.P. 15067001)
22	15°-13'-55"	3.455 & 13.385	R.H. D.H. & W. FOUND (B.P. 15067001)
23	65°-04'-45"	6.55 & 6.395	R.H. D.H. & W. FOUND (B.P. 15067001)
24	34°-04'-30"	0.95	R.H. D.H. & W. FOUND (B.P. 15067001)
25	01°-36'-30"	6.545	R.H. D.H. & W. FOUND (B.P. 15067001)
26	11°-01'-35"	0.995	R.H. D.H. & W. FOUND (B.P. 15067001)
27	34°-04'-30"	7.365	R.H. D.H. & W. FOUND (B.P. 15067001)
28	22°-12'-35"	0.45 & 6.315	R.H. D.H. & W. FOUND (B.P. 15067001)
29	34°-04'-15"	0.465 & 6.355	R.H. D.H. & W. FOUND (B.P. 15067001)
30	11°-04'-30"	16.365	R.H. D.H. & W. FOUND (B.P. 15067001)

Ln.	BEARING	SLITCH	DESCRIPTION
6	53°-04'-45"	3.70	R.H. D.H. & W. FOUND (B.P. 11739971)
7	07°-02'-15"	11.545	R.H. D.H. & W. FOUND (B.P. 11739971)
8	32°-07'-45"	7.40	R.H. D.H. & W. FOUND (B.P. 11739971)
9	10°-02'-05"	3.465 & 14.875	R.H. D.H. & W. FOUND (B.P. 15067001)
10	85°-04'-45"	0.85	R.H. D.H. & W. FOUND (B.P. 15067001)
11	27°-18'-05"	6.79	R.H. D.H. & W. FOUND (B.P. 15067001)
12	37°-39'-40"	3.70 & 35.44	R.H. D.H. & W. FOUND (B.P. 15067001)
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22	15°-13'-55"	3.465 & 13.385	R.H. D.H. & W. FOUND (B.P. 15067001)
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24	34°-04'-30"	0.95	R.H. D.H. & W. FOUND (B.P. 15067001)
25	01°-36'-30"	6.545	R.H. D.H. & W. FOUND (B.P. 15067001)
26	11°-21'-35"	0.795	R.H. D.H. & W. FOUND (B.P. 15067001)
27	34°-19'-35"	7.365	R.H. D.H. & W. FOUND (B.P. 15067001)
28	35°-08'-30"	0.45 & 6.315	R.H. D.H. & W. FOUND (B.P. 15067001)
29	22°-12'-35"	0.445 & 6.40	R.H. D.H. & W. FOUND (B.P. 15067001)
30	34°-04'-15"	0.465 & 6.355	R.H. D.H. & W. FOUND (B.P. 15067001)
31	11°-04'-30"	16.365	R.H. D.H. & W. FOUND (B.P. 15067001)

SCHEDULE OF CURVED BOUNDARIES			
NO.	SECTION	CURVED	ARC
1	337-00-01"	0.625	0.625

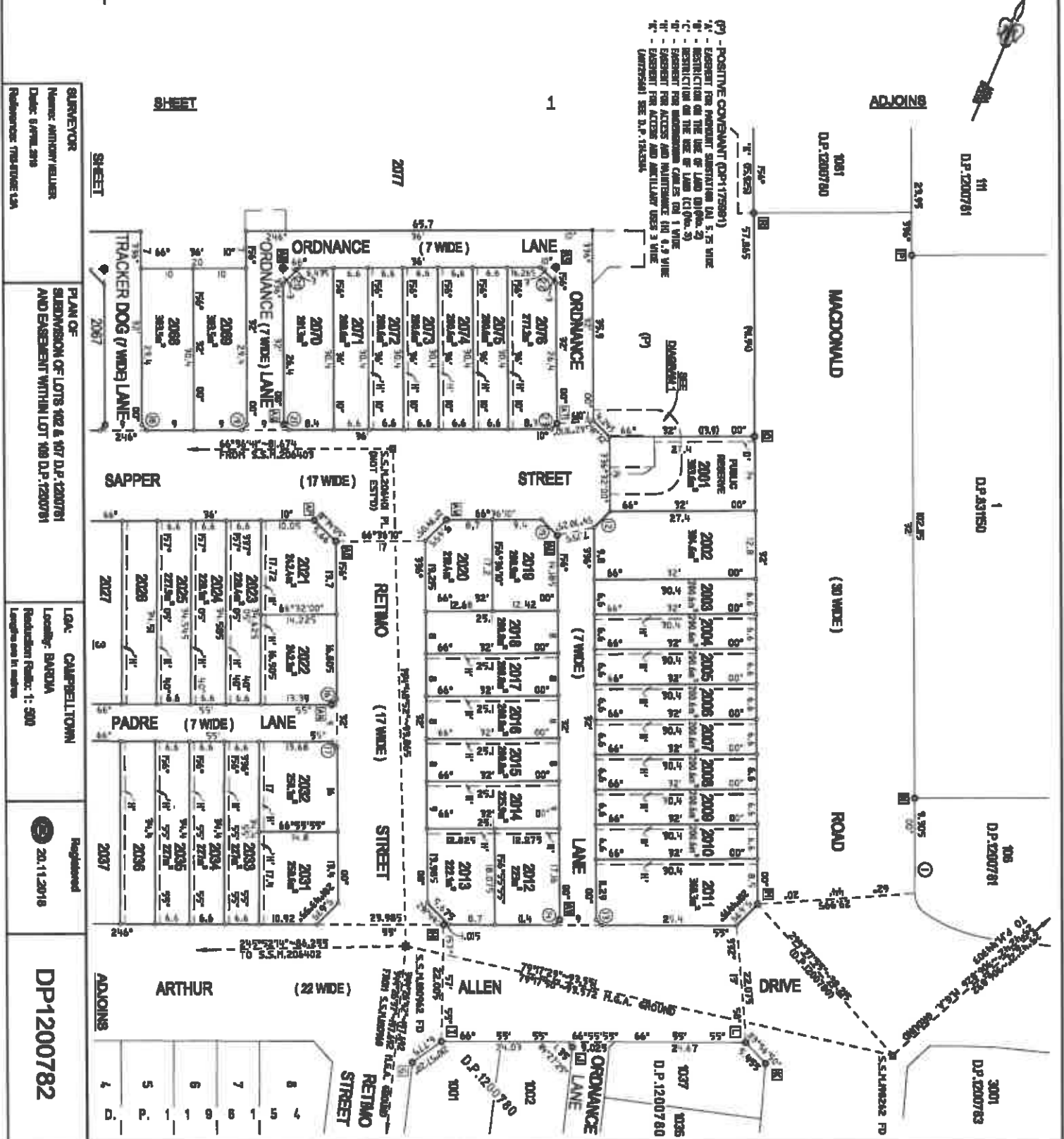
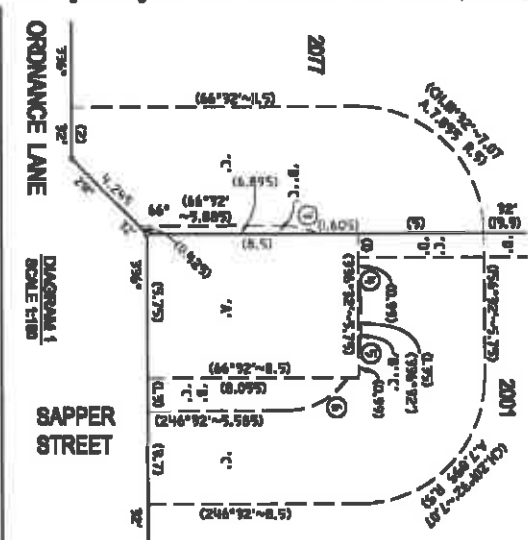
SCHEDULE OF CURVED BOUNDARIES			
NO.	SECTION	CURVED	ARC
1	337-00-01"	0.625	0.625

No.	REPAIRING	CURED	AMC	MOILES
3	79°27'15"	1.34	1.355	3
4	144°41'50"	0.715	0.715	3
5	163°22'10"	0.715	0.715	3
6	210°47'30"	2.795	2.065	3

No.	REPAIRING	CURED	AMC	MOILES
3	79°27'15"	1.34	1.355	3
4	144°41'50"	0.715	0.715	3
5	163°22'10"	0.715	0.715	3
6	210°47'30"	2.795	2.065	3

No.	RESIDUAL	DISTANCE
12	21°32'00"	4,365
13	20°43'15"	1,452
14	20°14'35"	1,41
15	11°34'05"	4,365
16	20°44'00"	1,41
17	11°14'40"	1,42
18	20°34'05"	1,455
19	20°34'05"	1,455
20	21°34'05"	4,365
21	20°34'05"	1,455
22	11°34'05"	4,365
23	20°34'05"	1,455

No.	RESIDUAL	DISTANCE
12	21°32'00"	4,365
13	20°43'15"	1,452
14	20°14'35"	1,41
15	11°34'05"	4,365
16	20°44'00"	1,41
17	11°14'40"	1,42
18	20°34'05"	1,455
19	20°34'05"	1,455
20	21°34'05"	4,365
21	20°34'05"	1,455
22	11°34'05"	4,365
23	20°34'05"	1,455



SURVEYOR
NAME: ANTHONY KELLER
DOB: 5/APRIL 1910
REFERENCE: TROJAN 13

PLAN OF
SURRENDER OF LOTS 102 & 107 D.P. 1200761
AND EASEMENT WITHIN LOT 100 D.P. 1200761

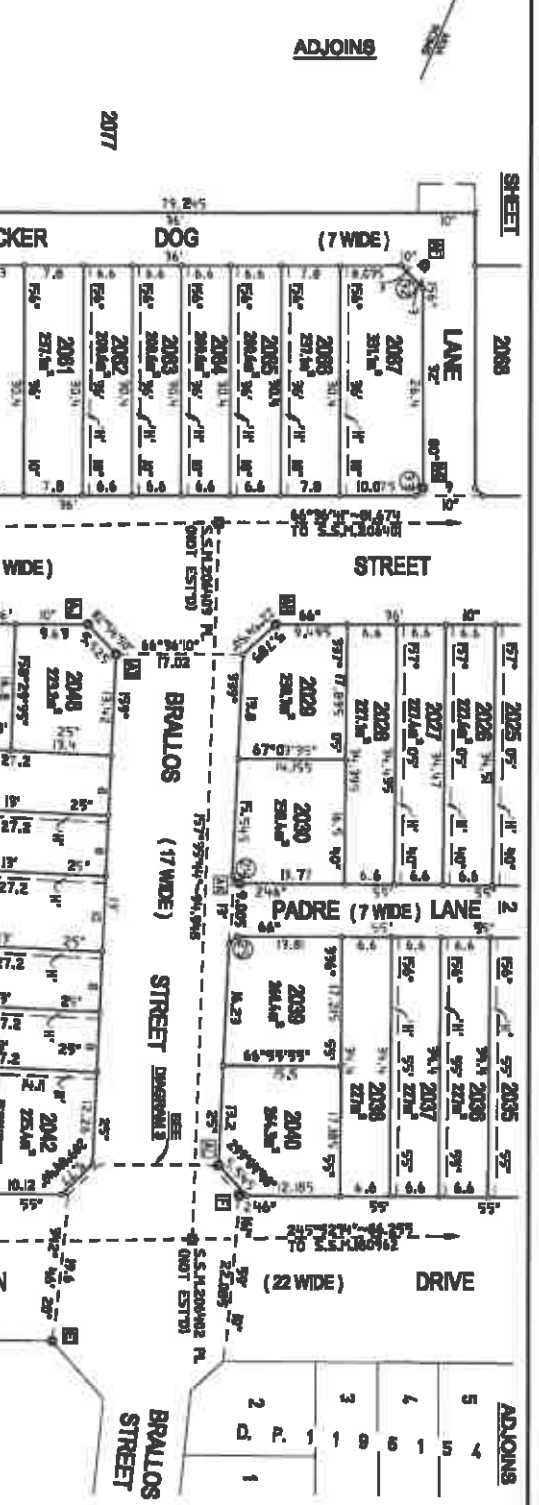
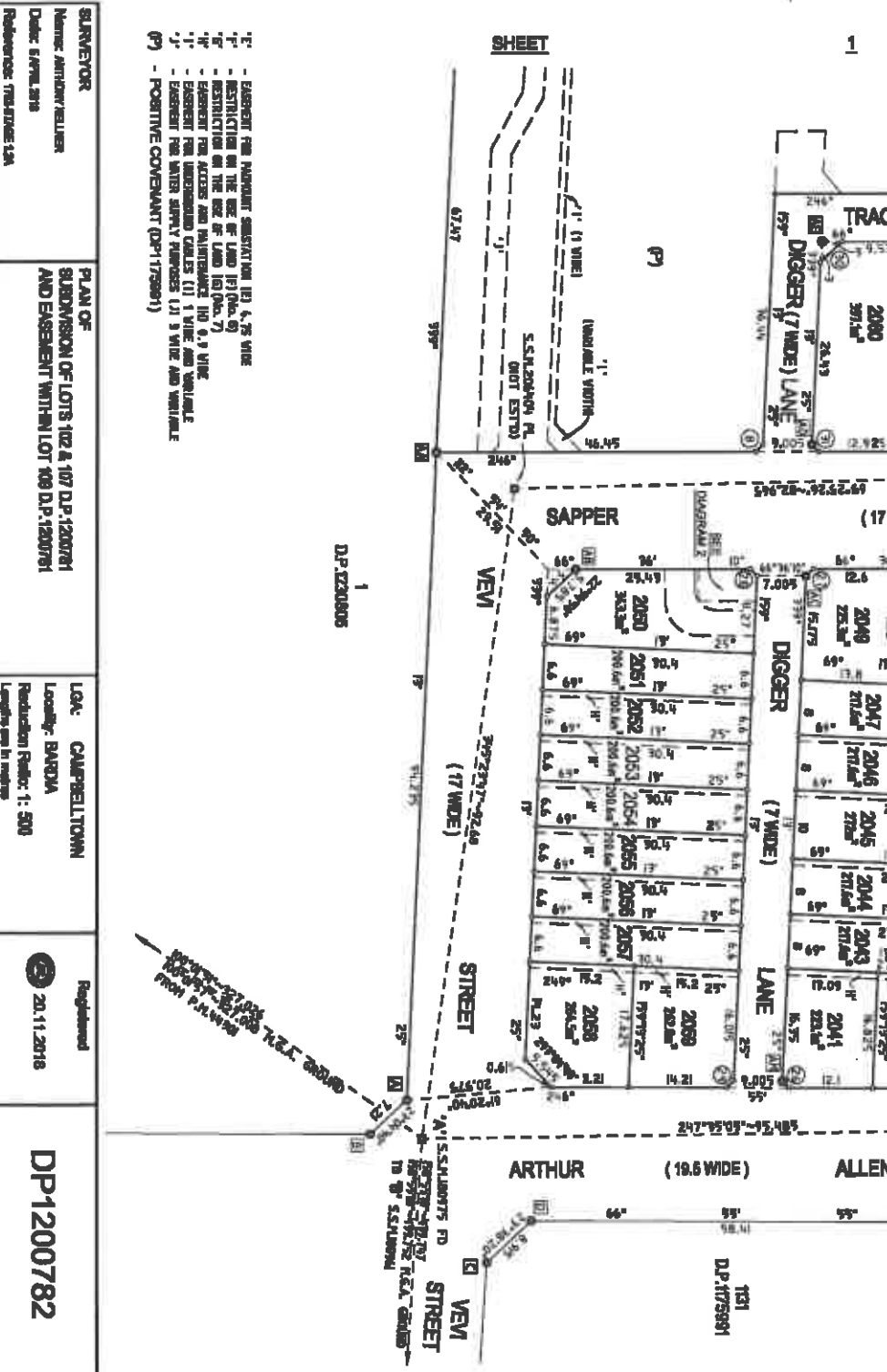
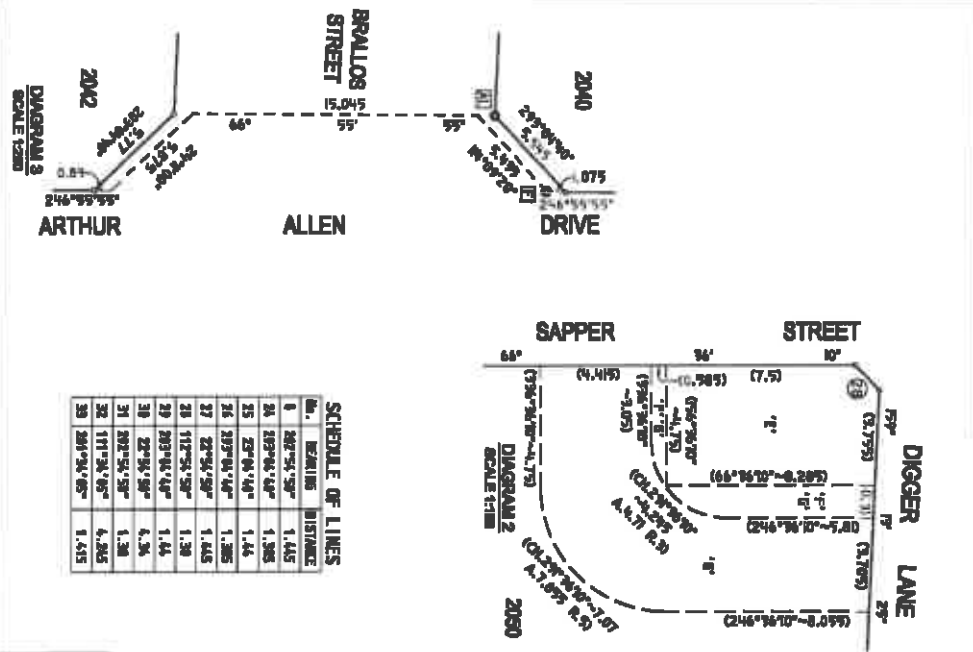
LGA: CAMPBELLTOWN
Locality: BARDA
Reduction Ratio: 1: 500
Lengths are in metres

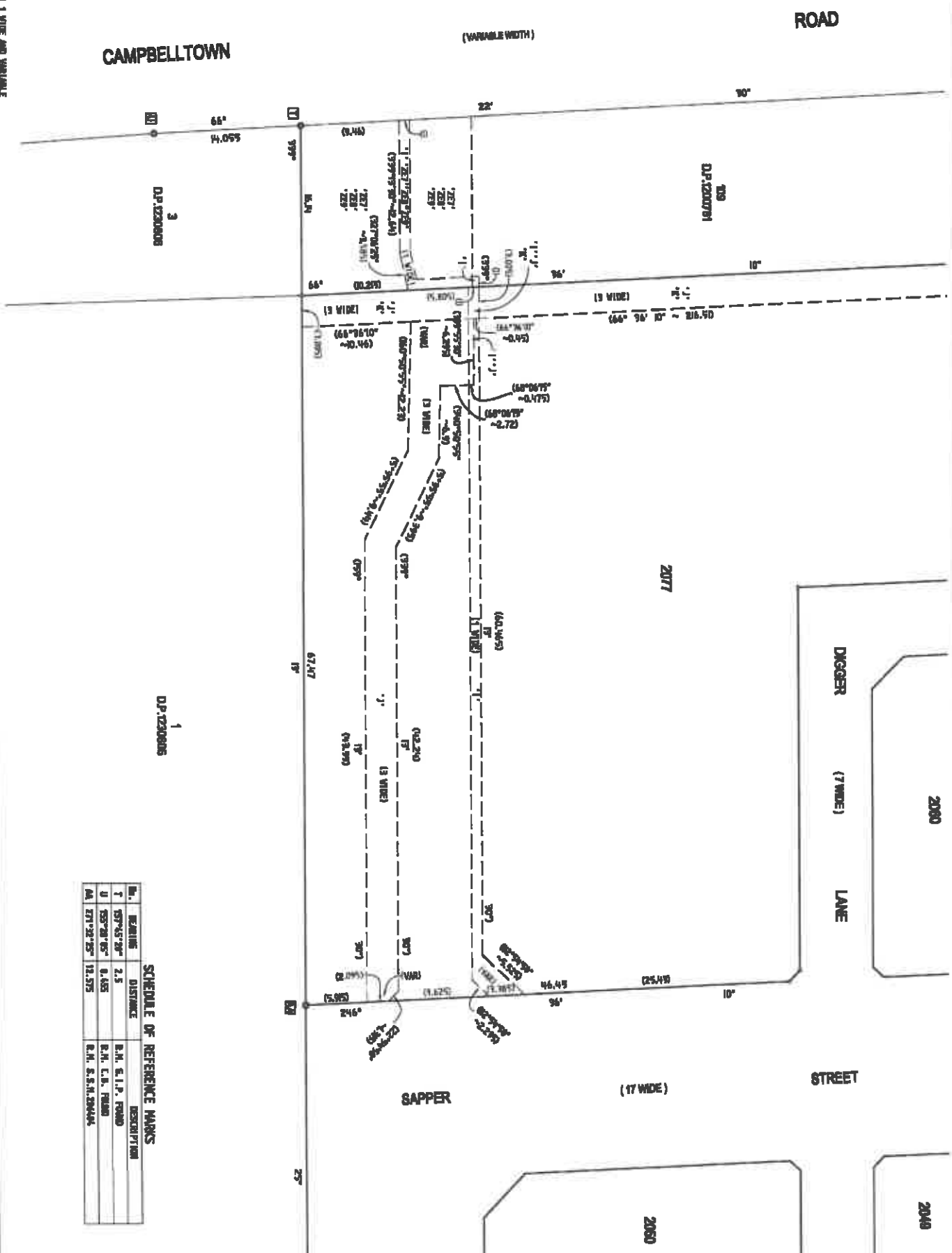
Registered
20.11.2010

DP1200782

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	RECORD
A	307°13'	3.16	R.M. S.S.M. 100075 (1000)
B	228°31'20"	7.19	R.M. S.S.M. 100075 (1000)
C	50°57'	2.41 & 9.4	R.M. S.S.M. & V. (1000)
D	150°43'	8.19	R.M. S.S.M. & V. (1000)
E	170°38'44"	12.715	R.M. S.S.M. & V. (1000)
F	230°29'30"	7.345 & 10.585	R.M. S.S.M. & V. (1000)
G	166°23'15"	12.575	R.M. S.S.M. 200448 PLACED
H	166°23'15"	3.635 & 13.53	R.M. D.H. & V. PLACED
I	57°34'35"	0.54 & 6.31	R.M. S.S.M. & V. PLACED
J	60°21'50"	0.54 & 6.31	R.M. S.S.M. & V. PLACED
K	200°15'05"	0.78	R.M. S.S.M. & V. PLACED
L	110°15'05"	9.29	R.M. S.S.M. & V. PLACED
M	55°44'00"	1.835	R.M. D.H. & V. PLACED
N	250°44'00"	6.445	R.M. D.H. & V. PLACED
O	240°44'00"	8.49 & 6.31	R.M. D.H. & V. PLACED
P	127°07'45"	15.4	R.M. S.S.M. 200448 PLACED
Q	244°12'15"	3.43	R.M. S.S.M. & V. PLACED
R	244°25'30"	13.635	R.M. S.S.M. & V. PLACED
S	150°03'20"	3.565 & 13.36	R.M. D.H. & V. PLACED
T	230°22'15"	8.32 & 6.31	R.M. D.H. & V. PLACED
U	240°45'35"	10.015	R.M. S.S.M. 200448 PLACED
V	75°32'	0.48 & 6.37	R.M. D.H. & V. PLACED





- 01 - SEARCHED FOR UNRECORDED CALLERS (1) 1 VOTE AND AVAILABLE
- 02 - SEARCHED FOR AREA SUPPLY NUMBERS (1) 3 VOTE AND AVAILABLE
- 03 - SEARCHED FOR AREA AND MAILING USER 3 VOTE (UNRECORDED) SEE D.P. 1753991
- 04 - SEARCHED FOR AREA SUPPLY NUMBERS 16.4 VOTE D.P. 1753991
- 05 - SEARCHED FOR ACCESS 3 VOTE (UNRECORDED) SEE D.P. 1753991
- 06 - SEARCHED FOR ACCESS 3 VOTE (UNRECORDED) SEE D.P. 1753991
- 07 - POSITIVE FOR CONSENT (1) D.P. 1753991

SURVEYOR Name: ANDREW REILLY Date: 6 APRIL 2018 Reference: TMS-0106E LMA	PLAN OF SUBDIVISION OF LOTS 102 & 107 D.P. 1200781 AND EASEMENT WITHIN LOT 109 D.P. 1200781	LGA: CAMPBELLTOWN Locality: BAYOLA Production Folio: 1: 250 Lengths are in metres	Registered 20.11.2018 	DP1200782
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SCHEDULE OF REFERENCE MARKS			
NO.	BEARING	DISTANCE	DESCRIPTION
1	S 87° 45' 20"	2.5	R.M. S. I. P. FOUND
7	S 53° 28' 05"	0.455	R.M. C. H. FOUND
24	E 77° 32' 55"	12.575	R.M. S. R. N. 20644.

PLAN FORM 6 (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 18 sheet(s)

Office Use Only

Office Use Only

Registered:  20.11.2018

Title System: TORRENS

DP1200782

PLAN OF
SUBDIVISION OF LOTS 102 & 107 D.P.1200781
AND EASEMENT WITHIN LOT 109 D.P.1200781

LGA: CAMPBELLTOWN

Locality: BARDIA

Parish: MINTO

County: CUMBERLAND

Survey Certificate

I, ANTHONY KELLNER
 of CRAIG & RHODES PTY LTD

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 5 APRIL 2018, or

*(b) The part of the land shown in the plan ~~being/excluding~~ was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or

*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.

Datum Line: 'A' - 'B'

Type: *Urban/*Rural

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

Signature: Wella Dated: 15/0/18Surveyor Identification No: 1399

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

*Strike out inappropriate words.

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

Crown Lands NSW/Western Lands Office Approval

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

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I, FLETCHER RAYNER
 *Authorised Person/General Manager/ Accredited Certifier, certify that the provisions of s.108J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: [Signature]Accreditation number: N/AConsent Authority: CAMPBELLTOWN CITY COUNCILDate of endorsement: 5 OCTOBER 2018Subdivision Certificate number: 54 of 2018File number: 473/2014/PA-SL/STG 1-2A

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

D.P.831150 D.P.1218190
 D.P.221687 D.P.1230806
 D.P.246213
 D.P.1175901
 D.P.1196154
 D.P.1200780
 D.P.1200781
 D.P.1200783
 D.P.1200786

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

SEE SHEET 2

Surveyor's Reference: 1783-STAGE 1.2A

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

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 8 sheet(s)

Registered:  20.11.2018

Office Use Only

Office Use Only

PLAN OF
SUBDIVISION OF LOTS 102 & 107 D.P.1200781
AND EASEMENT WITHIN LOT 109 D.P.1200781

DP1200782

Subdivision Certificate number: 54 of 2018

Date of Endorsement: 5 October 2018

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

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

IT IS INTENDED TO DEDICATE TO THE PUBLIC:-

1. VEVI STREET (17 WIDE)
2. SAPPER STREET (17 WIDE)
3. BRALLOS STREET (17 WIDE)
4. DIGGER LANE (7 WIDE)
5. TRACKER DOG LANE (7 WIDE)
6. PADRE LANE (7 WIDE)
7. ORDNANCE LANE (7 WIDE)
8. RETIMO STREET (17 WIDE)

AS PUBLIC ROAD

IT IS INTENDED TO DEDICATE LOT 2001 AS PUBLIC RESERVE.

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

1. EASEMENT FOR PADMOUNT SUBSTATION (A) 5.75 WIDE
2. RESTRICTION ON ~~USE OF LAND (B)~~ THE USE OF LAND (B)
3. RESTRICTION ON ~~USE OF LAND (C)~~ THE USE OF LAND (C)
4. EASEMENT FOR UNDERGROUND CABLES (D) 1 WIDE
5. EASEMENT FOR PADMOUNT SUBSTATION (E) 4.75 WIDE
6. RESTRICTION ON ~~USE OF LAND (F)~~ THE USE OF LAND (F)
7. RESTRICTION ON ~~USE OF LAND (G)~~ THE USE OF LAND (G)
8. EASEMENT FOR UNDERGROUND CABLES (I) 1 WIDE AND VARIABLE
9. EASEMENT FOR ACCESS AND MAINTENANCE (H) 0.9 WIDE
10. EASEMENT FOR WATER SUPPLY PURPOSES (J) 3 WIDE AND VARIABLE
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND
13. RESTRICTION ON THE USE OF LAND
14. RESTRICTION ON THE USE OF LAND
15. RESTRICTION ON THE USE OF LAND
16. RESTRICTION ON THE USE OF LAND
17. RESTRICTION ON THE USE OF LAND
18. RESTRICTION ON THE USE OF LAND
19. RESTRICTION ON THE USE OF LAND

TO RELEASE:

1. EASEMENT FOR OVERHEAD POWER LINES 16.4 WIDE (D.P.1175991)
2. EASEMENT FOR UNDERGROUND CABLES 16.4 WIDE (D.P.1175991)
3. EASEMENT FOR WATER SUPPLY PURPOSES 16.4 WIDE (D.P.1175991)
4. EASEMENT FOR ACCESS AND DRAINAGE PURPOSES 16.4 WIDE (D.P.1175991)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1783-STAGE 1.2A

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 7⁸ sheet(s)

Registered:  20.11.2018

Office Use Only

Office Use Only

**PLAN OF
SUBDIVISION OF LOTS 102 & 107 D.P.1200781
AND EASEMENT WITHIN LOT 109 D.P.1200781**

DP1200782

Subdivision Certificate number: *54 of 2018*
Date of Endorsement: *5 OCTOBER 2018*

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

- A schedule of lots and addresses - See 80(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)				
SCHEDULE OF LOTS & ADDRESSES				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
2001	STREET ADDRESSES NOT AVAILABLE			
2002	155	MACDONALD	ROAD	BARDIA
2003	153	MACDONALD	ROAD	BARDIA
2004	151	MACDONALD	ROAD	BARDIA
2005	149	MACDONALD	ROAD	BARDIA
2006	147	MACDONALD	ROAD	BARDIA
2007	145	MACDONALD	ROAD	BARDIA
2008	143	MACDONALD	ROAD	BARDIA
2009	141	MACDONALD	ROAD	BARDIA
2010	139	MACDONALD	ROAD	BARDIA
2011	137	MACDONALD	ROAD	BARDIA
2012	33	ARTHUR ALLEN	DRIVE	BARDIA
2013	31	ARTHUR ALLEN	DRIVE	BARDIA
2014	11	RETIMO	STREET	BARDIA
2015	9	RETIMO	STREET	BARDIA
2016	7	RETIMO	STREET	BARDIA
2017	5	RETIMO	STREET	BARDIA
2018	3	RETIMO	STREET	BARDIA
2019	26	SAPPER	STREET	BARDIA
2020	24	SAPPER	STREET	BARDIA
2021	22	SAPPER	STREET	BARDIA
2022	4	RETIMO	STREET	BARDIA
2023	20	SAPPER	STREET	BARDIA
2024	18	SAPPER	STREET	BARDIA
2025	16	SAPPER	STREET	BARDIA
2026	14	SAPPER	STREET	BARDIA

SOURCE: CAMPBELLTOWN COUNCIL
CONTINUES SHEET 4

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1783-STAGE 1.2A

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 8 sheet(s)

Office Use Only

Office Use Only

Registered:  20.11.2018
**PLAN OF
SUBDIVISION OF LOTS 102 & 107 D.P.1200781
AND EASEMENT WITHIN LOT 109 D.P.1200781**

Subdivision Certificate number: 54 of 2018

Date of Endorsement: 5 October 2018

DP1200782

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

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

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
2027	12	SAPPER	STREET	BARDIA
2028	10	SAPPER	STREET	BARDIA
2029	8	SAPPER	STREET	BARDIA
2030	3	BRALLOS	STREET	BARDIA
2031	29	ARTHUR ALLEN	DRIVE	BARDIA
2032	6	RETIMO	STREET	BARDIA
2033	27	ARTHUR ALLEN	DRIVE	BARDIA
2034	25	ARTHUR ALLEN	DRIVE	BARDIA
2035	23	ARTHUR ALLEN	DRIVE	BARDIA
2036	21	ARTHUR ALLEN	DRIVE	BARDIA
2037	19	ARTHUR ALLEN	DRIVE	BARDIA
2038	17	ARTHUR ALLEN	DRIVE	BARDIA
2039	5	BRALLOS	STREET	BARDIA
2040	15	ARTHUR ALLEN	DRIVE	BARDIA
2041	11	ARTHUR ALLEN	DRIVE	BARDIA
2042	13	ARTHUR ALLEN	DRIVE	BARDIA
2043	12	BRALLOS	STREET	BARDIA
2044	10	BRALLOS	STREET	BARDIA
2045	8	BRALLOS	STREET	BARDIA
2046	6	BRALLOS	STREET	BARDIA
2047	4	BRALLOS	STREET	BARDIA
2048	6	SAPPER	STREET	BARDIA
2049	4	SAPPER	STREET	BARDIA
2050	1	VEVI	STREET	BARDIA
2051	3	VEVI	STREET	BARDIA

SOURCE: CAMPBELLTOWN COUNCIL
CONTINUES SHEET 5

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1783-STAGE 1.2A

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 8 sheet(s)

Office Use Only
Registered:  20.11.2018

Office Use Only

DP1200782

**PLAN OF
SUBDIVISION OF LOTS 102 & 107 D.P.1200781
AND EASEMENT WITHIN LOT 109 D.P.1200781**

Subdivision Certificate number: 54 of 2010
Date of Endorsement: 5 OCTOBER 2010

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

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
2052	5	VEVI	STREET	BARDIA
2053	7	VEVI	STREET	BARDIA
2054	9	VEVI	STREET	BARDIA
2055	11	VEVI	STREET	BARDIA
2056	13	VEVI	STREET	BARDIA
2057	15	VEVI	STREET	BARDIA
2058	7	ARTHUR ALLEN	DRIVE	BARDIA
2059	9	ARTHUR ALLEN	DRIVE	BARDIA
2060	7	SAPPER	STREET	BARDIA
2061	9	SAPPER	STREET	BARDIA
2062	11	SAPPER	STREET	BARDIA
2063	13	SAPPER	STREET	BARDIA
2064	15	SAPPER	STREET	BARDIA
2065	17	SAPPER	STREET	BARDIA
2066	19	SAPPER	STREET	BARDIA
2067	21	SAPPER	STREET	BARDIA
2068	23	SAPPER	STREET	BARDIA
2069	25	SAPPER	STREET	BARDIA
2070	27	SAPPER	STREET	BARDIA
2071	29	SAPPER	STREET	BARDIA
2072	31	SAPPER	STREET	BARDIA
2073	33	SAPPER	STREET	BARDIA
2074	35	SAPPER	STREET	BARDIA
2075	37	SAPPER	STREET	BARDIA
2076	39	SAPPER	STREET	BARDIA
2077	STREET ADDRESS NOT AVAILABLE			

SOURCE: CAMPBELLTOWN COUNCIL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1783-STAGE 1.2A

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

Registered:  20.11.2018 Office Use Only

PLAN OF
SUBDIVISION OF LOTS 102 & 107 D.P.1200781
AND EASEMENT WITHIN LOT 109 D.P.1200781

Subdivision Certificate number:54 of 2018.....
Date of Endorsement:5 OCTOBER 2018.....

DP1200782

Office Use Only

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

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

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

Signature of director

Full name of director

Signature of company secretary/director

Full name of company secretary/director

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

dated 17 November 2017 registered in NSW

Book 4376 No. 110 In the presence of:

Signature of witness

NADIA DAN
Full name of witness

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

STEVE TORIC
Full name of attorney

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1783-STAGE 1.2A

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 8 sheet(s)

Registered:  20.11.2018

Office Use Only

Office Use Only

PLAN OF
SUBDIVISION OF LOTS 102 & 107 D.P.1200781
AND EASEMENT WITHIN LOT 109 D.P.1200781

DP1200782

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

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

Subdivision Certificate number: 54 of 2018

Date of Endorsement: 5 OCTOBER 2018

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

FLETCHER RAYNER
Name of Delegate


Signature of Delegate

5 OCTOBER 2018
Date of Signature

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

ANDREW MACCIE
Name of Witness


Signature of Witness

5 OCTOBER 2018
Date of Signature

31 QUEEN STREET CAMPBELLTOWN NSW
Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1783-STAGE 1.2A

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

Registered:  20.11.2018 Office Use Only

PLAN OF
SUBDIVISION OF LOTS 102 & 107 D.P.1200781
AND EASEMENT WITHIN LOT 109 D.P.1200781

Subdivision Certificate number: 54 of 2018
Date of Endorsement: 5 October 2018

DP1200782


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

Executed by Roads and Maritime Services
ABN 76 236 371 088 pursuant to section 50(3)(a)
Of the Interpretation Act 1987 by an authorised
delegate:


Signature of witness

TRENT STEVENSON
Name of witness

27 ARGYLE STREET, PARRAMATTA NSW 2150
Address of witness


Signature of authorised delegate

BERNARD JOSEPH MILLS
Name of authorised delegate

DIRECTOR, PROPERTY AND ACQUISITION
Title of authorised delegate

18 OCTOBER 2018
Date

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1783-STAGE 1.2A

ePlan

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

Lengths are in Metres

Sheet 1 of ¹⁸17 Sheets

Plan:

Plan of Subdivision of Lots 102 & 107
 DP1200781 and Easement within
 Lot 109 D.P.1200781 covered by
 Council's Subdivision Certificate No. 59 of 2018

DP1200782

Full Name and address of Proprietor of land:	DAHUA Group Sydney Project 1 Pty Ltd ABN 91 606 390 032 Suite 2, Level 20, 201-217 Elizabeth Street SYDNEY NSW 2000 Roads and Maritime Services 21-31 Argyle Street ABN 76 236 371 088 PARRAMATTA NSW 2150
---	---

Part 1

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement for Padmount Substation (A) 5.75 wide	2001	Epsilon Distribution Ministerial Holding Corporation
2.	Restriction on the Use of Land (B)	Pt 2001 and Pt 2077 designated 'B'	Epsilon Distribution Ministerial Holding Corporation
3.	Restriction on the Use of Land (C)	Pt 2001 and Pt 2077 designated 'C'	Epsilon Distribution Ministerial Holding Corporation
4.	Easement for Underground Cables (D) 1 Wide	2001	Epsilon Distribution Ministerial Holding Corporation
5.	Easement for Padmount Substation (E) 4.75 wide	2050	Epsilon Distribution Ministerial Holding Corporation
6.	Restriction on the Use of Land (F)	Pt 2050 designated 'F'	Epsilon Distribution Ministerial Holding Corporation
7.	Restriction on the Use of Land (G)	Pt 2050 designated 'G'	Epsilon Distribution Ministerial Holding Corporation
8.	Easement for Underground Cables (I) 1 Wide and variable	2077 109/1200781	Epsilon Distribution Ministerial Holding Corporation

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 Revision 05: 27/09/2018

.....
 General Manager / Authorised Officer

Lengths are in Metres

Plan:

DP1200782

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Plan of Subdivision of Lots 102 & 107
 DP1200781 and Easement within
 Lot 109 D.P.1200781 covered by
 Council's Subdivision Certificate No. 54 of 2018

	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:-
9.	Easement for Access and Maintenance (H) 0.9 wide	2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2021 2022 2023 2024 2025 2026 2027 2031 2032 2033 2034 2035 2036 2037 2041 2042 2043 2044 2045 2046 2052 2053 2054 2055 2056 2057	2003 2004 2005 2006 2007 2008 2009 2010 2014 2014 2015 2016 2017 2018 2023 2023 2024 2025 2026 2027 2028 2033 2033 2034 2035 2036 2037 2038 2043 2043 2044 2045 2046 2047 2051 2052 2053 2054 2055 2056

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Lengths are in Metres

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Plan:

Plan of Subdivision of Lots 102 & 107

DP1200781 and Easement within

Lot 109 D.P.1200781 covered by

Council's Subdivision Certificate No. 54 of 2018

DP1200782

	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:-
9.	Easement for Access and Maintenance (H) 0.9 wide	2058 2059 2062 2063 2064 2065 2066 2067 2072 2073 2074 2075 2076	2057 2057 2061 2062 2063 2064 2065 2066 2071 2072 2073 2074 2075
10.	Easement for Water Supply Purposes (J) 3 wide and variable	2077	Sydney Water Corporation
11.	Restriction on the Use of Land	2002-2011 inclusive	Campbelltown City Council
12.	Restriction on the Use of Land	2011, 2012, 2013, 2031, 2033-2038 inclusive, 2040, 2041, 2042, 2058 and 2059	Campbelltown City Council
13.	Restriction on the Use of Land	2002-2011 inclusive	Campbelltown City Council
14.	Restriction on the Use of Land	2002-2067 inclusive, 2070-2076 inclusive	Campbelltown City Council
15.	Restriction on the Use of Land	2002-2009 inclusive, 2012, 2013, 2040-2046 inclusive and 2053-2059 inclusive	Campbelltown City Council

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Lengths are in Metres

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Plan:

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Plan of Subdivision of Lots 102 & 107
DP1200781 and Easement within

Lot 109 D.P.1200781 covered by
Council's Subdivision Certificate No. 54 5748

	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:-
16.	Restriction on the Use of Land	2030	Campbelltown City Council
17.	Restriction on the Use of Land	2002, 2011-2013 Inclusive, 2019-2022 Inclusive 2029-2032 Inclusive, 2039-2042 Inclusive, 2048-2050 inclusive, 2058-2060 Inclusive, 2067-2070 Inclusive and 2076	Campbelltown City Council
18.	Restriction on the Use of Land	2077	Campbelltown City Council
19.	Restriction on the Use of Land	2011	Campbelltown City Council

Part 1A

	Identity of Easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement for Overhead Power Lines 16.4 wide in DP1175991	102/1200781 109/1200781	Epsilon Distribution Ministerial Holding Corporation
2.	Easement for Underground Cables 16.4 wide in DP1175991	102/1200781	Epsilon Distribution Ministerial Holding Corporation

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Plan:

Plan of Subdivision of Lots 102 & 107
DP1200781 and Easement within
Lot 109 D.P.1200781 covered by
Council's Subdivision Certificate No. 54 of 2018

DP1200782

	Identity of Easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefitted lot(s), road(s), bodies or Prescribed Authorities:-
3.	Easement for Water Supply Purposes 16.4 wide in DP1175991	102/1200781	Sydney Water Corporation
4.	Easement for Access and Drainage Purposes 16.4 wide in DP1175991	102/1200781	Sydney Water Corporation

Part 2

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

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

Name of Authority empowered to release vary or modify easement numbered 1 in the plan is Epsilon Distribution Ministerial Holding Corporation. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

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

1.0 Definitions:

- 1.1 120/120/120 fire rating and 60/60/60 fire rating means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / Integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 building means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 erect includes construct, install, build and maintain.
- 1.4 restriction site means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

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Revision 05: 27/09/2018


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General Manager / Authorised Officer

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Plan:

Plan of Subdivision of Lots 102 & 107

DP1200781 and Easement within

Lot 109 D.P.1200781 covered by

Council's Subdivision Certificate No. 54 of 2018

DP1200782

- 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 2.3 the owner provides the authority benefited with an engineer's certificate to this effect.
- 3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
 - 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
 - 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Name of Authority empowered to release vary or modify restriction numbered 2 in the plan is Epsilon Distribution Ministerial Holding Corporation. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Terms of easement, profit à prendre, restriction or positive covenant numbered 3 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's Distribution System

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General Manager / Authorised Officer

Lengths are in Metres

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Plan:

Plan of Subdivision of Lots 102 & 107
DP1200781 and Easement within
Lot 109 D.P.1200781 covered by
Council's Subdivision Certificate No. 54 of 2018

DP1200782

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

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

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

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

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

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

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

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

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Lengths are in Metres

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Plan of Subdivision of Lots 102 & 107
DP1200781 and Easement within
Lot 109 D.P.1200781 covered by
Council's Subdivision Certificate No. 54 5728

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

1. Definitions:

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

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

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

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

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

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

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

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

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Revision 05: 27/09/2018


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General Manager / Authorised Officer

Lengths are in Metres

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Plan of Subdivision of Lots 102 & 107
DP1200781 and Easement within
Lot 109 D.P.1200781 covered by
Council's Subdivision Certificate No. 54 of 2018

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

1. Definitions:

erect includes construct, install, build and maintain.

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

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

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

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

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

Name of Authority empowered to release vary or modify restriction numbered 7 in the plan is Epsilon Distribution Ministerial Holding Corporation. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

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

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

Name of Authority empowered to release vary or modify easement numbered 8 in the plan is Epsilon Distribution Ministerial Holding Corporation. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

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Revision 05: 27/09/2018


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Lengths are in Metres

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Plan of Subdivision of Lots 102 & 107
DP1200781 and Easement within

Lot 109 D.P.1200781 covered by
Council's Subdivision Certificate No. 54 of 2018

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

The owner of the lot benefited may:

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

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

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

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

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

An Easement for Water Supply Purposes in the terms as set out in Memorandum AE292281 filed in the office of Land Registry Services NSW.

Name of Authority empowered to release vary or modify the terms of the easement numbered 10 in the plan is Sydney Water Corporation. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

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Plan:

Plan of Subdivision of Lots 102 & 107
DP1200781 and Easement within
Lot 109 D.P.1200781 covered by
Council's Subdivision Certificate No. *SA 12018*

DP1200782

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

No building shall be erected or remain on the land hereby burdened unless it has been designed in accordance with the measures and controls contained within the Traffic Noise Assessment Report prepared by Wilkinson Murray Pty Ltd Traffic Noise Assessment, Ref.09190-L3, Rev. A, dated 19-02-2014.

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

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

Direct vehicular access to and/or from the Lot hereby burdened is prohibited across the Arthur Allen Drive boundary.

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

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

Direct vehicular access to and/or from the Lot hereby burdened is prohibited across the Macdonald Road boundary.

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

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

No development shall be carried out on the lot hereby burdened unless in accordance with:

- (a) the specified Building Envelope Plan held on Campbelltown City Council File of DA473/2014 determined in accordance with Edmondson Park South Development Control Plan November 2012; or

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Plan of Subdivision of Lots 102 & 107
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(b) the building envelope determined in accordance with State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 14 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

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

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

Name of Authority empowered to release vary or modify the terms of the restriction numbered 15 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

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

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

Name of Authority empowered to release vary or modify the terms of the restriction numbered 16 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

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Plan of Subdivision of Lots 102 & 107
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**Terms of easement, profit à prendre, restriction or positive covenant
numbered 17 in the plan.**

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

Name of Authority empowered to release vary or modify the terms of the restriction numbered 17 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**Terms of easement, profit à prendre, restriction or positive covenant
numbered 18 in the plan.**

No further development of the Lot Burdened is to take place unless it is approved by Development Consent.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 18 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**Terms of easement, profit à prendre, restriction or positive covenant
numbered 19 in the plan.**

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

Name of Authority empowered to release vary or modify the terms of the restriction numbered 19 in the plan is Campbelltown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting same in all respects.

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General Manager / Authorised Officer

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Lengths are in Metres

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Plan of Subdivision of Lots 102 & 107
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Lot 109 D.P.1200781 covered by
Council's Subdivision Certificate No. *54 of 2018*

Execution:

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


Signature of director

YUXING LI
Full name of director



Signature of company secretary/director

YE FAN
Full name of company secretary/director

Signed for and on behalf of Australia and New
Zealand Banking Group Limited by its
attorney under a power of attorney
dated 18 NOVEMBER 2018 registered in NSW
Book 4376 No. 410 In the presence of:


Signature of witness

NADIA DAN
Full name of witness


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

STEVEN TOKIC
Full name of attorney

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Revision 05: 27/09/2018


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General Manager / Authorised Officer

ePlan

Lengths are in Metres

Plan:

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Plan of Subdivision of Lots 102 & 107
DP1200781 and Easement within
Lot 109 D.P.1200781 covered by
Council's Subdivision Certificate No. *54 of 2018*

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

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

Signature of witness:



Name of witness:

NATASHA ISAAC

Address of witness:
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



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

Power of attorney:
Book 4734 No 883

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

Endeavour Energy reference:

URS18907

Date of signature:

13 August 2018

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Revision 05: 27/09/2018


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General Manager / Authorised Officer

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Lengths are in Metres

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Plan of Subdivision of Lots 102 & 107
DP1200781 and Easement within
Lot 109 D.P.1200781 covered by
Council's Subdivision Certificate No. 54 of 2018

Executed by Sydney Water Corporation
ABN 49 776 226 038 pursuant to section 50(3)(a)
Of the Interpretation Act 1987 by an authorised
delegate:



Signature of witness



Name of witness

1 Smith Street Parramatta
Address of witness



Signature of authorised delegate

Grant May

Name of authorised delegate

Property Portfolio Manager

Title of authorised delegate

20 September 2018

Date

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Revision 05: 27/09/2018


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General Manager / Authorised Officer

ePlan

Lengths are in Metres

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Plan:

Plan of Subdivision of Lots 102 & 107
DP1200781 and Easement within
Lot 109 D.P.1200781 covered by
Council's Subdivision Certificate No. 54 of 2018

DP1200782

Executed by Roads and Maritime Services
ABN 76 236 371 088 pursuant to section 50(3)(a)
Of the Interpretation Act 1987 by an authorised
delegate:



Signature of witness

TRENT STEVENSON

Name of witness



Signature of authorised delegate

BENJAMIN JOSEPH MILLS

Name of authorised delegate

27 Argyle Street, Parramatta NSW 2150

Address of witness

DIRECTOR OF PROJECT AND ACQUISITION


Title of authorised delegate

3 September 2018

3 SEPTEMBER 2018

Date

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General Manager / Authorised Officer

Lengths are in Metres

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Plan of Subdivision of Lots 102 & 107
DP1200781 and Easement within
Lot 109 D.P.1200781 covered by
Council's Subdivision Certificate No. 54 of 2018

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

FUTCHER RAYNER

Name of Delegate



Signature of Delegate

9 OCTOBER 2018

Date of Signature

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

ANDREW MACCAE

Name of Witness



Signature of Witness

9 OCTOBER 2018

Date of Signature

91 QUEEN STREET, CAMPBELLTOWN NSW

Address of Witness

REGISTERED



20.11.2018

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Revision 06: 05/10/2018


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General Manager / Authorised Officer

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CONVEYANCING ACT 1919-1939.

REAL PROPERTY ACT 1900.

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

D

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

As appointed to land in
Planning C 955503

SCHEDULE

<u>Lots</u>	<u>County</u>	<u>Parish</u>	<u>Part or Whole</u>	<u>Volume</u>	<u>Folio</u>
27 (part)	Cumberland	Minto	Part	5147	246 ✓
28 (part)	Cumberland	Minto	Part	2839	125 ✓
29 (part)	Cumberland	Minto	Part	834	45 ✓
A (part)	Cumberland	Minto	Part	4888	117 ✓
B (part)	Cumberland	Minto	Part	4888	112 ✓

DATED the second day of February 1942.

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

G. Knowles
Solicitor-General.

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

SEE FURTHER PLAN
REFILED IN PLAN ROOM
AS FP430641

D105362 ✓

Notes of Acquisition of Land
over part of lots 10 & 11 in plan
annexed to Dep. C 587075
(part of Pa. 15 PL)

& part of lot 27. 28 & 29 of 1917
Mills Reserve

pt. 16 into 60 Cumberland

The Commonwealth Crown
vested in the
Crown

36 The Commonwealth of Australia

Particulars Entered in
Register Book, Vol. 834

Vol. 400 Vol. 2739 Fol. 126

Vol. 4889 Fols. 112 & 117

Vol. 5147 Fol. 246

The 29th day of May 1902
at 12 o'clock noon

By W. M. L.



Registered



cl. 457075 & 2739

D105362
re 1202/1023

D

SEE FURTHER PLAN
REFILED IN PLAN ROOM
AS FP 430641

The Land Acquisition Act, 1900-1902.

It is hereby notified and declared by His Excellency the Governor-General acting with the advice of the Federal Executive Council that the right for the Commonwealth to take and assign and the covenants and easements for the use of the land acquired by the Commonwealth by notification published in Commonwealth Gazette No. 26 dated 23rd May, 1934; and an easement thereto to pass and conduct WATER by means of such line or lines of pipes as it may consider desirable or expedient through, under, along and upon the land described in the schedule hereunder together with the right of all those to enter upon at times the said land described hereunder to do such works, labour, or others for the purpose of conveying, constructing, laying, cleaning, repairing or replacing, such line or lines of pipes has been assigned by the Commonwealth under the Lands Legislation Act 1926-1928 for the following public purposes, namely, defence purposes of England, New South Wales, (CL1786.)

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

GOVERNMENT OF CANADA
Ministère de l'Énergie

By His Excellency's Command

J. R. COLLINGS
Minister of State for the Interior

Assessment of Latin America

ALL that piece of land containing six (6) acres of more or less, situated more or less being parts of Lots 27, 28 and 29 on Designated Plan No. 1458 and parts of Lots A and B on Plan in C. 255495, Part of the Municipality of the County of Cumberland, State of New South Wales, is shown hereunder on plan hereunder. Commencing at the southeastern corner of Lot A on Plan in C. 255495 and bounded thence by part of the south-western side of a road 20 feet wide bearing 55th degree 10 minutes 45 seconds 25 feet and 2 1/2 ft. of an easement by Euseb Markey—

[illegible]

to the point of commensurate.

By Authority: L. F. S. *Commonwealth Government Printer, Canberra.*

is the copy Gazette Notification referred to in the annexed certificate.

~~Solicitor General~~

RP 12a



SOUTH WALES

MEMORANDUM OF, TRANSFER

REAL PROPERTY ACT, 1900

P29 Q 2 3 5 B

OFFICE USE ONLY

A	E
5/8-00	

This form is for use where the transfer is made by the Registrar General, and is not to be used for transfers made by private parties.

See Part 12, Section 12A of the Real Property Act, 1900.

See Part 12, Section 12A of the Real Property Act, 1900.

See Part 12, Section 12A of the Real Property Act, 1900.

(a)

THE COMMONWEALTH OF AUSTRALIA

hereinafter referred to as the TRANSFEROR

being registered proprietor of an estate in fee simple

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

(a)

Exception of road

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

(the receipt whereof is hereby acknowledged), paid to the transferor by **The Commissioner for Main Roads**

hereby transfer to

See Part 12, Section 12A of the Real Property Act, 1900.

(a)

THE COMMISSIONER FOR MAIN ROADS of 309 Castlereagh Street, Sydney

hereinafter referred to as the TRANSFEREE

an estate in fee simple

in the land described in the following schedule

Every lot and plan number, shown on the plan, and the area of the lot, must be stated in the schedule.

Reference to this		Whole or Part	Description of land if part only	County	Folio
Volume	Folio				
5379	40	PART	being Lots 4, 5, 6 and 7 in Deposited Plan 246213	CUMBERLAND	NINE
12808	43	WHOLE			
12808	44				
12808	45				
12808	46				

2 1100

BY 400-0

RULE UP ALL BLANKS

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

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

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

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

(c) that nothing herein contained shall prevent the transferor from enjoying free right of access across those parts of Aero Road passing through Lots 2 and 3 in D.P. No. 245219.

Dated at

Superny

the

7th

day of

September 1976

100 I hereby certify that the above is a true and correct copy of the original as shown to me by the person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, New South Wales, in the presence of -

101 I have caused to be signed by me in my presence by the person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, New South Wales, in the presence of -

102 I have caused to be signed by me in my presence by the person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, New South Wales, in the presence of -

103 I have caused to be signed by me in my presence by the person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, New South Wales, in the presence of -

104 I have caused to be signed by me in my presence by the person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, New South Wales, in the presence of -

105 I have caused to be signed by me in my presence by the person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, New South Wales, in the presence of -

106 I have caused to be signed by me in my presence by the person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, New South Wales, in the presence of -

107 I have caused to be signed by me in my presence by the person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, New South Wales, in the presence of -

108 I have caused to be signed by me in my presence by the person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, New South Wales, in the presence of -

109 I have caused to be signed by me in my presence by the person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, New South Wales, in the presence of -

110 I have caused to be signed by me in my presence by the person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, New South Wales, in the presence of -

for and on behalf of THE COMMONWEALTH OF AUSTRALIA by a person holding or performing the duties of the office of Assistant Deputy Crown

Solicitor, New South Wales, in the presence of -

Name of witness (BLOCK LETTERS)

J. L. Smith

Qualification of witness

an Officer of the Attorney General's Department

J. Curran

Transferor

Signed by *N. J. L. Smith*
 in my presence by the person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, New South Wales, in the presence of:

Signature of witness

D. J. Adams

Name of witness (BLOCK LETTERS)

309 Castlereagh St, Sydney

Address of witness

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

Michael

Transferor

Ref: Clayton Utz NSW (Library) /Src: P

Releasee: 1.1

www.lands.nsw.gov.au

TRANSFER GRANT EASEMENT ETC OVER OWN LAND

New South Wales

Section 46A Real Property Act 1900

AF44782Q

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

2/831150

Dominant Tenement

1/1144667

2/1144667

1/831149

(B) LODGED BY

Document
Collection
Box

185H

Name, Address or DX, Telephone, and LLPN if any

CLAYTON UTZ, Lawyers
DX 370 SYDNEY Tel: 61 2 9353 4000

123111C

CODE

TO

Reference: 8896/80081973/110617215 Ben Allen

(C) REGISTERED PROPRIETOR

of both the dominant and the servient tenements referred to at (A)

The Commonwealth of Australia c/- Department of Defence

(D) DESCRIPTION

of the easement

shown
Easement for water supply ~~designated (A)~~ on the sketch plan attached as Annexure "A" and as detailed in Annexure "B".

(E) MORTGAGE /
CHARGE /
COVENANT
CHARGE
(if any)

affecting the servient / dominant tenement referred to at (A)

Number

Torrens Title

Type of Instrument

Mortgagee / chargee / covenant chargee

The abovementioned registered proprietor of both the dominant and the servient tenements referred to above hereby grants
(F) AN EASEMENT out of the servient tenement and appurtenant to the dominant tenement in the terms specified above at (D).

DATE 7 October 2009

(G) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:



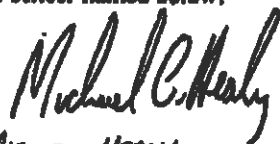
Name of witness:

DAVID FRENCH

Address of witness:

% BP3-2-A034
DEPARTMENT OF
DEFENCE
Brindabella Park
Canberra Airport ACT 2600

Signature of authorised officer:



Authorised officer's name:

MICHAEL HEALY

Authority of officer:

ASSISTANT SECRETARY

Signing on behalf of:

COMMONWEALTH OF AUSTRALIA

Signed under delegation



Annexure "B" to Transfer Granting Easement Over Own Land

Parties: By The Commonwealth of Australia c/- Department of Defence

Dated

Insert the following additional words in marginal note (D),

"Part 12 Easement for water supply

1 The owner of the lot benefited may:

- (a) run water in pipes through each lot burdened, but only within the site of this easement, and**
- (b) do anything reasonably necessary for that purpose including:**

entering the lot burdened, and

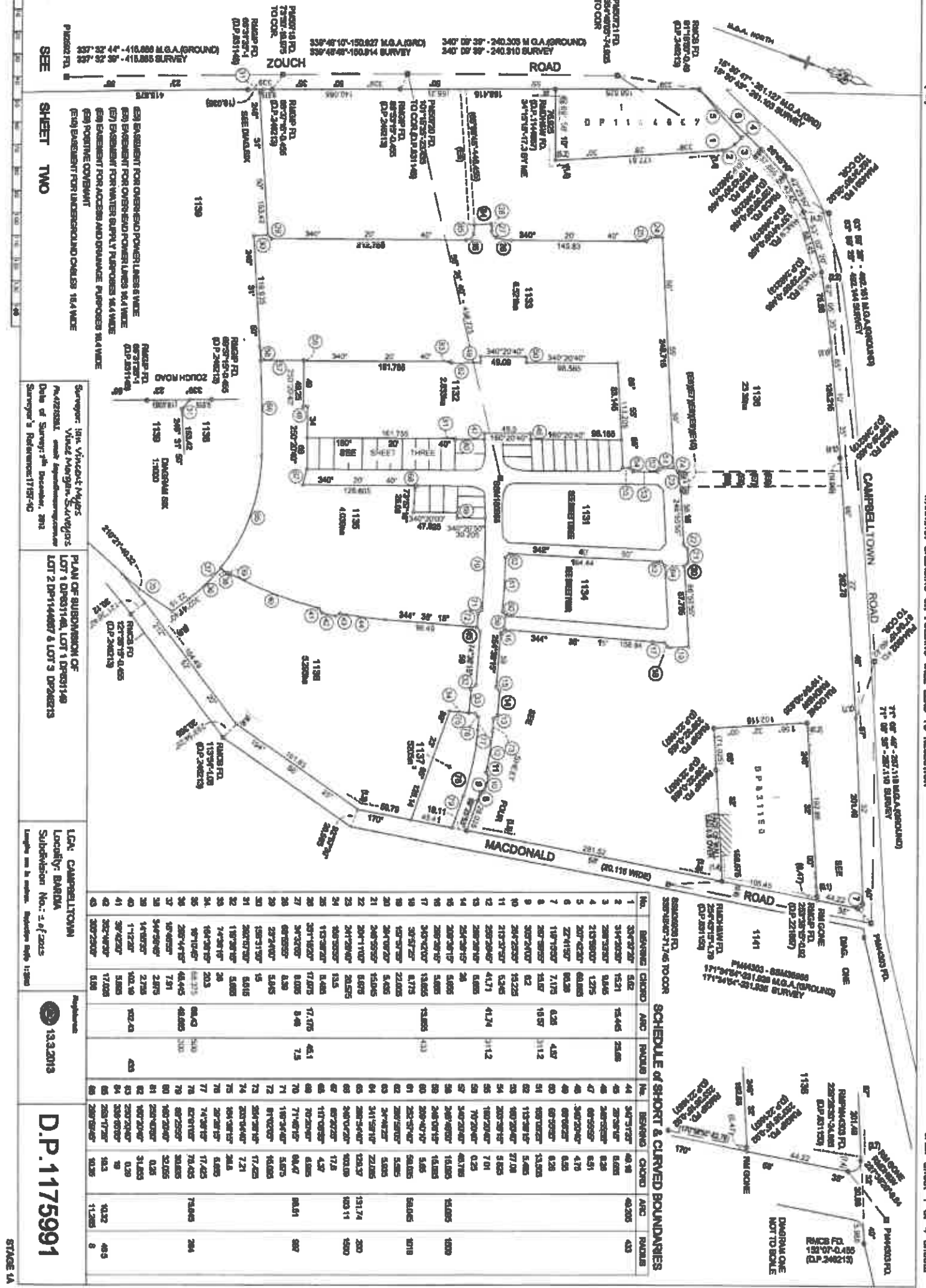
taking anything on to the lot burdened, and

carrying out work, such as constructing, placing, repairing or maintaining pipes and equipment.

2 In exercising those powers, 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."**

Req:R257776 /Doc:DP 1175991 P /Rev:14-Mar-2013 /Sta:SC.OK /Pge:ALL /Prt:29-Feb-2016 10:05 /Seq:1 of 8
Ref:Clayton Utz NSW (Library) /Src:P



SCHEDULE OF SHORT & CURVED BOUNDARIES

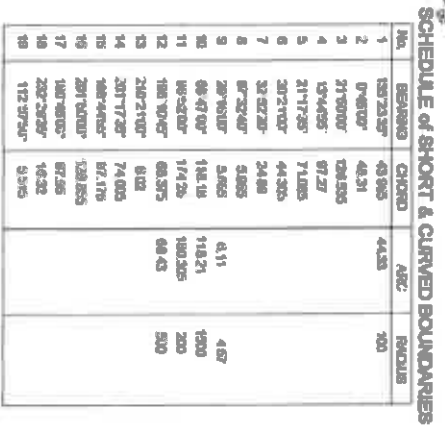
NO.	BEARING	CHORD	ARC	PERIMETER	NO.	BEARING	CHORD	ARC	PERIMETER
1	334° 07' 20"	5.62	15.44	25.68	44	347° 07' 20"	48.78	48.20	43
2	314° 28' 20"	15.21	15.44	25.68	45	29° 30' 10"	6.88	6.88	20
3	288° 35' 30"	9.45	15.44	25.68	46	248° 52' 30"	6.28	6.28	15
4	213° 50' 00"	1.275	15.44	25.68	47	68° 55' 50"	6.51	6.51	15
5	207° 42' 30"	6.88	15.44	25.68	48	348° 20' 40"	4.10	4.10	15
6	22° 41' 50"	6.28	15.44	25.68	49	68° 52' 30"	6.50	6.50	15
7	119° 15' 00"	7.175	15.44	25.68	50	67° 50' 20"	6.28	6.28	15
8	287° 35' 30"	15.67	15.44	25.68	51	68° 02' 30"	13.25	13.25	15
9	347° 07' 20"	15.21	15.44	25.68	52	113° 38' 40"	5.45	5.45	15
10	248° 52' 30"	6.28	15.44	25.68	53	348° 20' 40"	4.10	4.10	15
11	213° 50' 00"	1.275	15.44	25.68	54	287° 35' 30"	9.45	9.45	15
12	207° 42' 30"	6.88	15.44	25.68	55	180° 20' 40"	7.01	7.01	15
13	22° 41' 50"	6.28	15.44	25.68	56	170° 20' 40"	6.25	6.25	15
14	22° 41' 50"	6.28	15.44	25.68	57	348° 20' 40"	4.10	4.10	15
15	287° 35' 30"	15.67	15.44	25.68	58	248° 52' 30"	9.45	9.45	15
16	347° 07' 20"	15.21	15.44	25.68	59	248° 52' 30"	9.45	9.45	15
17	340° 07' 20"	13.65	15.44	25.68	60	200° 47' 20"	5.65	5.65	15
18	30° 57' 20"	8.775	15.44	25.68	61	22° 41' 50"	5.85	5.85	15
19	50° 57' 20"	22.05	15.44	25.68	62	22° 41' 50"	5.85	5.85	15
20	248° 52' 30"	9.45	15.44	25.68	63	348° 20' 40"	4.10	4.10	15
21	248° 52' 30"	9.45	15.44	25.68	64	348° 20' 40"	4.10	4.10	15
22	248° 52' 30"	9.45	15.44	25.68	65	248° 52' 30"	9.45	9.45	15
23	248° 52' 30"	9.45	15.44	25.68	66	248° 52' 30"	9.45	9.45	15
24	113° 38' 40"	5.45	15.44	25.68	67	67° 50' 20"	6.28	6.28	15
25	113° 38' 40"	5.45	15.44	25.68	68	113° 38' 40"	5.45	5.45	15
26	207° 42' 30"	6.88	15.44	25.68	69	207° 42' 30"	6.88	6.88	15
27	248° 52' 30"	9.45	15.44	25.68	70	248° 52' 30"	9.45	9.45	15
28	248° 52' 30"	9.45	15.44	25.68	71	180° 20' 40"	7.01	7.01	15
29	248° 52' 30"	9.45	15.44	25.68	72	180° 20' 40"	7.01	7.01	15
30	248° 52' 30"	9.45	15.44	25.68	73	180° 20' 40"	7.01	7.01	15
31	248° 52' 30"	9.45	15.44	25.68	74	248° 52' 30"	9.45	9.45	15
32	113° 38' 40"	5.45	15.44	25.68	75	248° 52' 30"	9.45	9.45	15
33	113° 38' 40"	5.45	15.44	25.68	76	248° 52' 30"	9.45	9.45	15
34	113° 38' 40"	5.45	15.44	25.68	77	248° 52' 30"	9.45	9.45	15
35	113° 38' 40"	5.45	15.44	25.68	78	248° 52' 30"	9.45	9.45	15
36	248° 52' 30"	9.45	15.44	25.68	79	248° 52' 30"	9.45	9.45	15
37	248° 52' 30"	9.45	15.44	25.68	80	248° 52' 30"	9.45	9.45	15
38	248° 52' 30"	9.45	15.44	25.68	81	248° 52' 30"	9.45	9.45	15
39	248° 52' 30"	9.45	15.44	25.68	82	248° 52' 30"	9.45	9.45	15
40	248° 52' 30"	9.45	15.44	25.68	83	248° 52' 30"	9.45	9.45	15
41	248° 52' 30"	9.45	15.44	25.68	84	248° 52' 30"	9.45	9.45	15
42	248° 52' 30"	9.45	15.44	25.68	85	248° 52' 30"	9.45	9.45	15
43	248° 52' 30"	9.45	15.44	25.68	86	248° 52' 30"	9.45	9.45	15

SEE SHEET TWO

LCN CAMPBELLTOWN
Locality: BARRABA
Subdivision No.: 1 of 2025

13.3.2013

D.P. 1175991

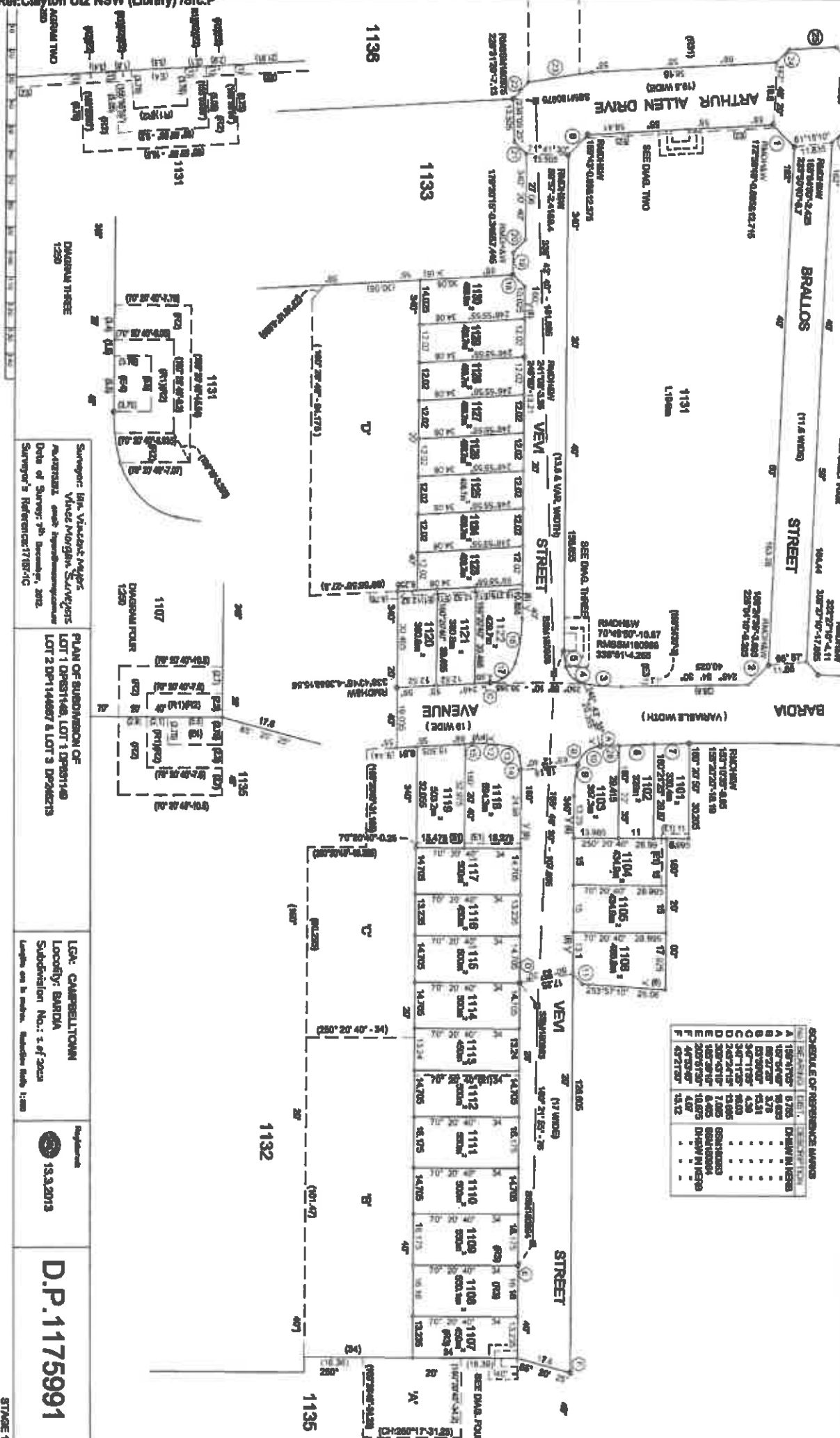


SCHEDULE OF SHORT & CURVED BOUNDARIES				
NO.	BEARING	CURVED	ARC	FOOT
1	N55°25'30"	48.905	44.433	70.0
2	0°00'00"	46.31		
3	31°50'00"	126.555		
4	15°44'05"	87.27		
5	21°17'30"	71.085		
6	30°2'00"	44.305		
7	32°52'30"	24.88		
8	87°33'40"	5.065		
9	20°06'00"	5.065	4.11	4.67
10	66°47'00"	144.18	114.21	150.0
11	06°52'00"	174.26	180.265	20.0
12	180°10'45"	68.375	68.43	50.0
13	240°2'40"	6.02		
14	201°17'30"	74.005		
15	186°44'45"	67.416		
16	201°04'00"	128.855		
17	180°00'00"	67.26		
18	232°58'30"	16.32		
19	112°37'45"	9.975		

- (E1) EASEMENT TO DRAIN WATER 1.5 WIDE
N44°00'00"E
(E2) EASEMENT FOR UNDERGROUND CABLES 1 WIDE
(E3) EASEMENT FOR UNDERGROUND CABLES & STREET LIGHTING EQUIPMENT 2 WIDE
(E4) EASEMENT FOR UNDERGROUND CABLES & STREET LIGHTING EQUIPMENT 2 WIDE
(E5) EASEMENT FOR UNDERGROUND CABLES & STREET LIGHTING EQUIPMENT 2 WIDE
(E6) RESTRICTION ON THE USE OF LAND
(E7) RESTRICTION ON THE USE OF LAND
(E8) RESTRICTION ON THE USE OF LAND
N44° SEE RESTRICTION NUMBERED FOURTEEN

SCHEDULE OF SHORT & CURVED BOUNDARIES														
No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	144°00'00"	10.315			10	207°00'00"	8.18	8.085	7.8	19	207°00'00"	7.01		
2	207°00'00"	8.7	11.71		11	207°00'00"	4.97			20	227°00'00"	8.025	8.025	
3	207°00'00"	11.685	49.5	12	74°42'57"	12.315	12.305	44.5	21	208°30'00"	5.465			
4	207°00'00"	7.885	8.33	7.5	13	117°00'00"	4.385	4.385	4	22	227°04'00"	7.21		
5	207°00'00"	9.085	6.1	18	14	057°38'00"	4.405	4.405	10.5	23	247°20'40"	20.578		
6	227°00'00"	8.975			15	057°38'00"	2.385			24	247°11'00"	6.075		
7	037°38'00"	11	18	18	16	108°07'40"	14.05	14.05	40	25	057°05'00"	10.05		
8	075°00'00"	11	11	11	17	212°28'25"	10.31	10.99	8.1	26	147°00'00"	5.455		
9	207°00'00"	10.05	10.05	45.5	18	113°38'15"	5.465			27	207°46'00"	5.455		
										28	074°42'57"	6.18		

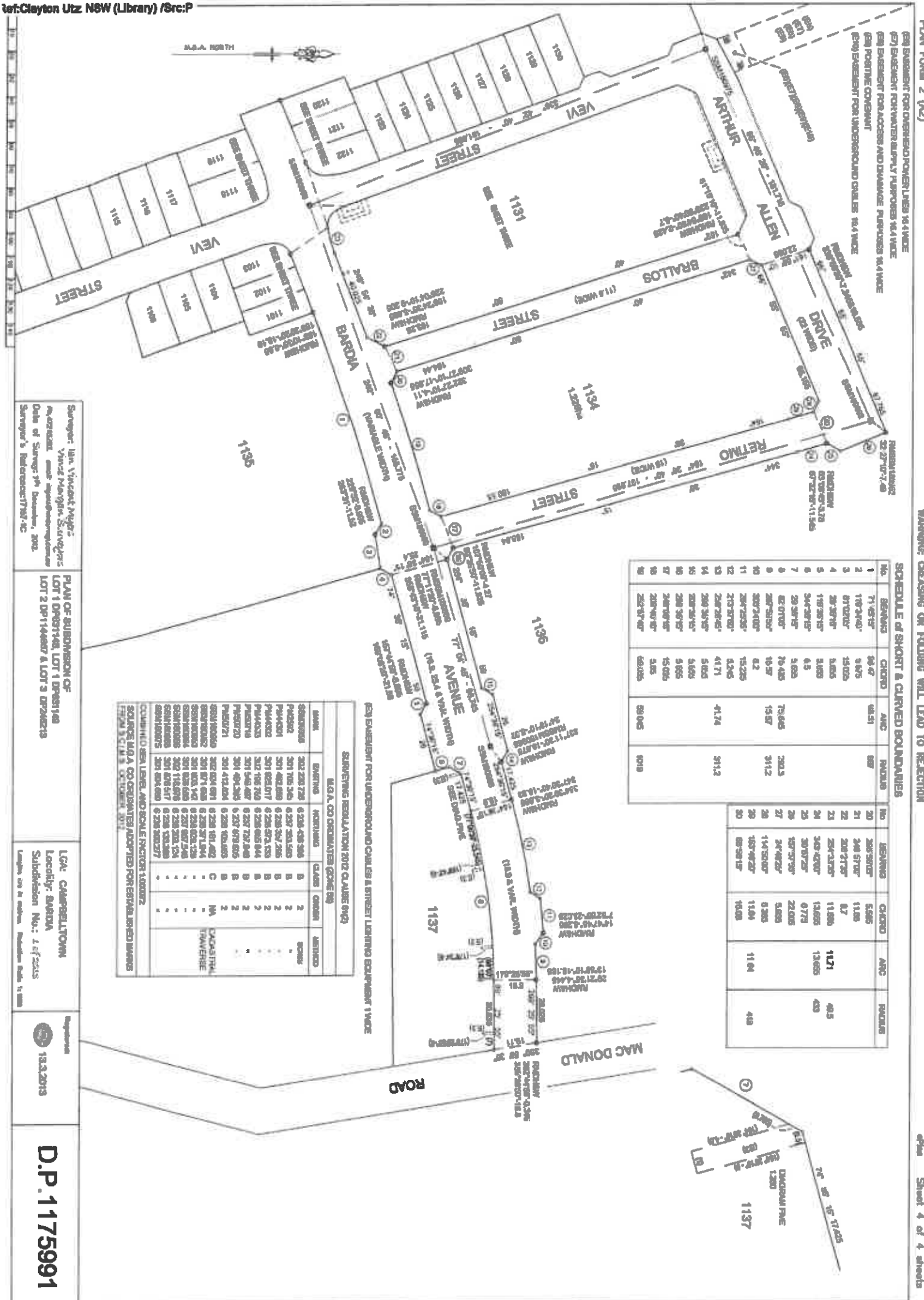
SCHEDULE OF REFERENCE LINES														
No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
A	150°00'00"	0.755	0.755	0.755	1	150°00'00"	0.755	0.755	0.755	1	150°00'00"	0.755	0.755	0.755
B	150°00'00"	0.755	0.755	0.755	2	150°00'00"	0.755	0.755	0.755	2	150°00'00"	0.755	0.755	0.755
C	150°00'00"	0.755	0.755	0.755	3	150°00'00"	0.755	0.755	0.755	3	150°00'00"	0.755	0.755	0.755
D	150°00'00"	0.755	0.755	0.755	4	150°00'00"	0.755	0.755	0.755	4	150°00'00"	0.755	0.755	0.755
E	150°00'00"	0.755	0.755	0.755	5	150°00'00"	0.755	0.755	0.755	5	150°00'00"	0.755	0.755	0.755
F	150°00'00"	0.755	0.755	0.755	6	150°00'00"	0.755	0.755	0.755	6	150°00'00"	0.755	0.755	0.755



PLAN FORM 2 (A2)

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet 4 of 4 sheets



Surveyor Ian Vincent Wright
Vincet Wright, Surveyors
4/27/2013 10:05:00 AM
Date of Survey 1st November, 2012
Surveyor's Reference: 17/01/12




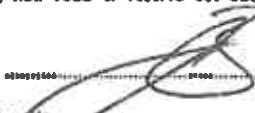
PLAN OF SUBDIVISION OF
LOT 1 DP931148, LOT 1 DP931148
LOT 2 DP1146807 & LOT 3 DP246273

LOCAL COUNCIL
LOCALITY: BARRIDIA
Subdivision No.: 1 of 2225
Lengths are in metres. Revision 1: 1/1/13

Registered
13/3/2013
D.P. 1175991

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheets

<p>Registered:  13.3.2013 Office Use Only</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p>D.P.1175991</p>
<p>PLAN OF SUBDIVISION OF LOT 1 DP831148, LOT 1 DP831149 LOT 2 DP1144667 & LOT 3 DP246213</p>	<p>L G A: CAMPBELLTOWN Locality: BARDIA Parish: MINTO County: CUMBERLAND</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I,in approving this plan certify Authorized Officer</p> <p>that all necessary approvals in regard to the allocation of the land shown hereon have been given.</p> <p>Signature</p> <p>Date:.....</p> <p>File No:</p> <p>Office:.....</p>	<p>Survey Certificate</p> <p>I, IAN VINCENT MYERS of VINCE MORGAN SURVEYORS PTY.LTD. Ph.47215263, email: ivm@vmsurvey.com.au a surveyor registered under the Surveying & Spatial Information Act, 2002 certify that:</p> <p>(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on-</p> <p>(b) The part of the land shown in the plan being Lots 1101-1140 was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on 7th December, 2012 the part not surveyed was compiled in accordance with that Regulation.</p> <p>(c) The land shown in the plan was compiled in accordance with the Surveying and Spatial Information Regulation, 2012.</p> <p>Signature:  Dated: 7th December, 2012</p> <p>Surveyor ID: 1682</p> <p>Datum Line: PM50720 TO PM50721</p> <p>Type: URBAN</p> <p>The terrain is level-undulating</p>
<p>Subdivision Certificate</p> <p>I,  Authorized Person/General Manager/Accredited Certifier, certify that the provisions of s.108J of the Environmental Planning and Assessment Act, 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein</p> <p>Signature: </p> <p>Accreditation No.</p> <p>Consent Authority <u>Campbelltown City Council</u></p> <p>Date of endorsement <u>29 Jan 2013</u></p> <p>Subdivision Certificate No. <u>1 of 2013</u></p> <p>File No. <u>2169/2011</u></p> <p>* strike through if inapplicable</p>	<p>Plans used in preparation of survey.</p> <p>D.P.831148 D.P.831149 D.P.1144667 D.P.246213 D.P.221687 D.P.240335</p>
<p>Statements of Intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE BARDIA AVENUE, VEVI STREET, BRALLOS STREET, RETIMO STREET, ARTHUR ALLEN DRIVE AND THE SPLAY CORNERS TO THE PUBLIC AS PUBLIC ROAD.</p>	<p>SURVEYOR'S REFERENCE: 17157-1C</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheets

Registered:  13.3.2013

Office Use Only

Office Use Only

D.P.1175991

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

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

- A schedule of lots and addresses - See 80(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act, 1919.
- Signatures and seals - See 1950 Conveyancing Act, 1919.
- Any information which cannot fit in the appropriate panel of sheet 1 of the Administration sheets.

Subdivision Certificate No.: 1 of 2013

Date of Endorsement: 29 Jan 2013

PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919-1984 AS
AMENDED IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN WATER 1.5 WIDE (E1)
2. EASEMENT FOR UNDERGROUND CABLES 1 WIDE (E2)
3. EASEMENT FOR UNDERGROUND CABLES AND
STREET LIGHTING EQUIPMENT 1 WIDE (E3)
4. RESTRICTION ON THE USE OF LAND
5. EASEMENT FOR PADMOUNT SUBSTATION 2.75 & 3.75 WIDE (E4)
6. RESTRICTION ON THE USE OF LAND (R1)
7. RESTRICTION ON THE USE OF LAND (R2)
8. EASEMENT FOR OVERHEAD POWER LINES 6 WIDE (E5)
9. EASEMENT FOR OVERHEAD POWER LINES 16.4 WIDE (E6)
10. EASEMENT FOR WATER SUPPLY PURPOSES 16.4 WIDE (E7)
11. EASEMENT FOR ACCESS AND DRAINAGE PURPOSES 16.4 WIDE (E8)
12. POSITIVE COVENANT (E9)
13. EASEMENT FOR UNDERGROUND CABLES 16.4 WIDE (E10)
14. RESTRICTION ON THE USE OF LAND
15. EASEMENT FOR UNDERGROUND CABLES AND
STREET LIGHTING EQUIPMENT 2 WIDE (E31)
16. RESTRICTION ON THE USE OF LAND
17. RESTRICTION ON THE USE OF LAND

SURVEYOR'S REFERENCE: 17157-1C

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheets

Registered:  13.3.2013

Office Use Only

Office Use Only

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

D.P.1175991


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

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

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

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

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


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

SURVEYOR'S REFERENCE: 17157-1C

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheets

Registered:  13.3.2013

Office Use Only

Office Use Only

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

D.P.1175991

Subdivision Certificate No.: 1 of 2013

Date of Endorsement: 29 Jan 2013

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

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

SCHEDULE OF STREET ADDRESSES

LOT No.	STREET No.	STREET	LOCALITY
1101	46	BARDIA AVENUE	BARDIA
1102	44	"	"
1103	29	VEVI STREET	"
1104	31	"	"
1105	33	"	"
1106	35	"	"
1107	48	"	"
1108	44	"	"
1109	42	"	"
1110	40	"	"
1111	38	"	"
1112	36	"	"
1113	34	"	"
1114	32	"	"
1115	30	"	"
1116	28	"	"
1117	26	"	"
1118	24	"	"
1119	38	BARDIA AVENUE	"
1120	45	"	"
1121	47	"	"
1122	22	VEVI STREET	"
1123	20	"	"
1124	18	"	"
1125	16	"	"
1126	14	"	"
1127	12	"	"
1128	10	"	"
1129	8	"	"
1130	6	"	"
1131-1141	NA		

ePlan

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

Plan: **DP1175991**

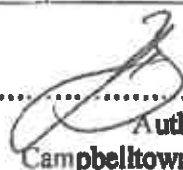
Plan of Subdivision of Lot 1 DP831148,
 Lot 1 DP831149, Lot 2 DP1144667 and
 Lot 3 DP246213 covered by Subdivision
 Certificate No. 1 of 2013
 Landcom
 330 Church Street
 PARRAMATTA NSW 2150

Full name and address
 of the owner of the land:

Sheet 1 of 12 Sheets

Part 1 (Creation)

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



 Authorised Person
 Campbelltown City Council

Plan: **DP1175991**

ePlan

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

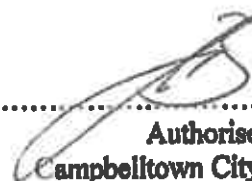
Full name and address
of the owner of the land:

Landcom
330 Church Street
PARRAMATTA NSW 2150

(Sheet 2 of 12 Sheets)

Part 1 (Creation)

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

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 Authorised Person
 Campbelltown City Council

Plan: **DP1175991**

ePlan

Full name and address
of the owner of the land:

Plan of Subdivision of Lot 1 DP831148,
Lot 1 DP831149, Lot 2 DP1144667 and
Lot 3 DP246213 covered by Subdivision
Certificate No. 1042013
Landcom
330 Church Street
PARRAMATTA NSW 2150

(Sheet 3 of 12 Sheets)

Part 1a (Release)

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

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 Authorised Person
 Campbelltown City Council

Plan: **DP1175991**

ePlan

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

Full name and address
of the owner of the land:

Landcom
330 Church Street
PARRAMATTA NSW 2150

(Sheet 4 of 12 Sheets)

Part 2 (Terms)

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

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

2. **Terms of Easement for Underground Cables and Street Lighting Equipment 1 wide (E3) numbered three and 2 wide (E31) numbered ~~twenty~~ ^{fifteen} in the abovementioned plan**

2.1 The authority benefited may:

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

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

2.3 The owner agrees that it will not:

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

.....
Authorised Person
Campbelltown City Council

Plan: **DP1175991**

ePlan

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

Plan of Subdivision of Lot 1 DP831148,
Lot 1 DP831149, Lot 2 DP1144667 and
Lot 3 DP246213 covered by Subdivision
Certificate No. 1 of 2013
Landcom
330 Church Street
PARRAMATTA NSW 2150

(Sheet 5 of 12 Sheets)

Part 2 (Terms)

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

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Authorised Person
Campbelltown City Council

Plan: **DP1175991**

ePlan

Plan of Subdivision of Lot 1 DP831148,
Lot 1 DP831149, Lot 2 DP1144667 and
Lot 3 DP246213 covered by Subdivision
Certificate No. 1 of 2015
Landcom
330 Church Street
PARRAMATTA NSW 2150

Full name and address
of the owner of the land:

(Sheet 6 of 12 Sheets)

Part 2 (Terms)

been given in respect of every fence for the time being erected PROVIDED
HOWEVER that this covenant in regard to fencing shall be binding on a purchaser
his executors and administrators and assigns only during the ownership of the
said adjoining lands by Landcom or its successors other than purchasers on sale.

- (b) No carport shall be erected nearer to a Public Road than the façade of the main dwelling on each lot burdened.
- (c) No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on each lot burdened.
- (d) No advertising hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Landcom or its successors).

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

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

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

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

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

5.1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120/ fire rating and

5.1.2 the external surface of the building erected more than 1.5 metres from

.....
Authorised Person
Campbelltown City Council

Plan: **DP1175991**

ePlan

Plan of Subdivision of Lot 1 DP831148,
Lot 1 DP831149, Lot 2 DP1144667 and
Lot 3 DP246213 covered by Subdivision
Certificate No. 1 of 2013
Landcom
330 Church Street
PARRAMATTA NSW 2150

Full name and address
of the owner of the land:

(Sheet 7 of 12 Sheets)

Part 2 (Terms)

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

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

5.3 Definitions:

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

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

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

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

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

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

6.1 Definitions:

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

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

Plan: **DP1175991**

ePlan

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

Full name and address
of the owner of the land:

Landcom
330 Church Street
PARRAMATTA NSW 2150

(Sheet 8 of 12 Sheets)

Part 2 (Terms)

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

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

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

Endeavour Energy.

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

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

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

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

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

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Authorised Person
Campbelltown City Council

Plan: **DP1175991**

ePlan

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

Full name and address
of the owner of the land:

Landcom
330 Church Street
PARRAMATTA NSW 2150

(Sheet 9 of 12 Sheets)

Part 2 (Terms)

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

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

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

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

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

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

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

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

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

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Authorised Person
Campbelltown City Council

Plan: **DP1175991**

ePlan

Plan of Subdivision of Lot 1 DP831148,
Lot 1 DP831149, Lot 2 DP1144667 and
Lot 3 DP246213 covered by Subdivision
Certificate No. 1 of 2013
Landcom
330 Church Street
PARRAMATTA NSW 2150

Full name and address
of the owner of the land:

(Sheet 10 of 12 Sheets)

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

Sydney Water Corporation

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

Campbelltown City Council.

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

.....
Signature of Witness

DAVID SCHOFIELD
.....
Name of Witness

60 STATION ST
.....
PARRAMATTA NSW 2150
.....
Address of Witness

.....
Landcom
By its Delegate

.....
Donna Savage
.....

.....
Authorised Person
Campbelltown City Council

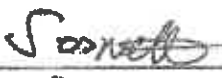
Plan: **DP1175991**

ePlan

Full name and address
of the owner of the land:

Plan of Subdivision of Lot 1 DP831148,
Lot 1 DP831149, Lot 2 DP1144667 and
Lot 3 DP246213 covered by Subdivision
Certificate No. 1 of 2013
Landcom
330 Church Street
PARRAMATTA NSW 2150

(Sheet 11 of 12 Sheets)


Witness Signature

Sarah O'Neill
NAME


35 Bridge St Sydney NSW 2000
ADDRESS


Signed on behalf of Endeavour Energy
ABN 59 259 130 878
by its Attorney pursuant to Power of Attorney
Book 4640 No 572
in the presence of:


Signature of Witness

.....IAN STEWART COUSIN.....
Name of Witness

c/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148


Signed by me Anthony Kavalas
in my capacity
of the Minister for Education pursuant
to Section 125 of the Education Act 1998
and I hereby certify that I have no notice
of the revocation of such delegation


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

.....01 FEBRUARY 2013.....
Date of Execution
Ref: URS 11681 & ARP2073

.....
Authorised Person
Campbelltown City Council

Plan: **DP1175991**

ePlan

Plan of Subdivision of Lot 1 DP831148,
Lot 1 DP831149, Lot 2 DP1144667 and
Lot 3 DP246213 covered by Subdivision
Certificate No. 1 of 2013
Landcom
330 Church Street
PARRAMATTA NSW 2150

Full name and address
of the owner of the land:

(Sheet 12 of 12 Sheets)

Signed for Sydney Water Corporation
by its Attorneys

MARK ROWLEY

ROBERT EDWARD SEYMOUR

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

M Rowley
Attorney

SEYMOUR
Attorney



Signature of Witness

NGA BUI

Name of Witness

1 SMITH STREET, PARRAMATTA

Address of Witness

Authorised Person
Campbelltown City Council

Ref: 17157-1C-DP1175991

REGISTERED



13.3.2013

Reg: 2153086 / Doc: DP 1230806 / Rev: 19-May-2017 / Sta: BC OK / Pgs: 1/1 / Pnt: 08-Aug-2017 11:51 / Seq: 1 of 6
Ref: 00174437 / Bz: 01K

PLAN FORM 2 (A2)

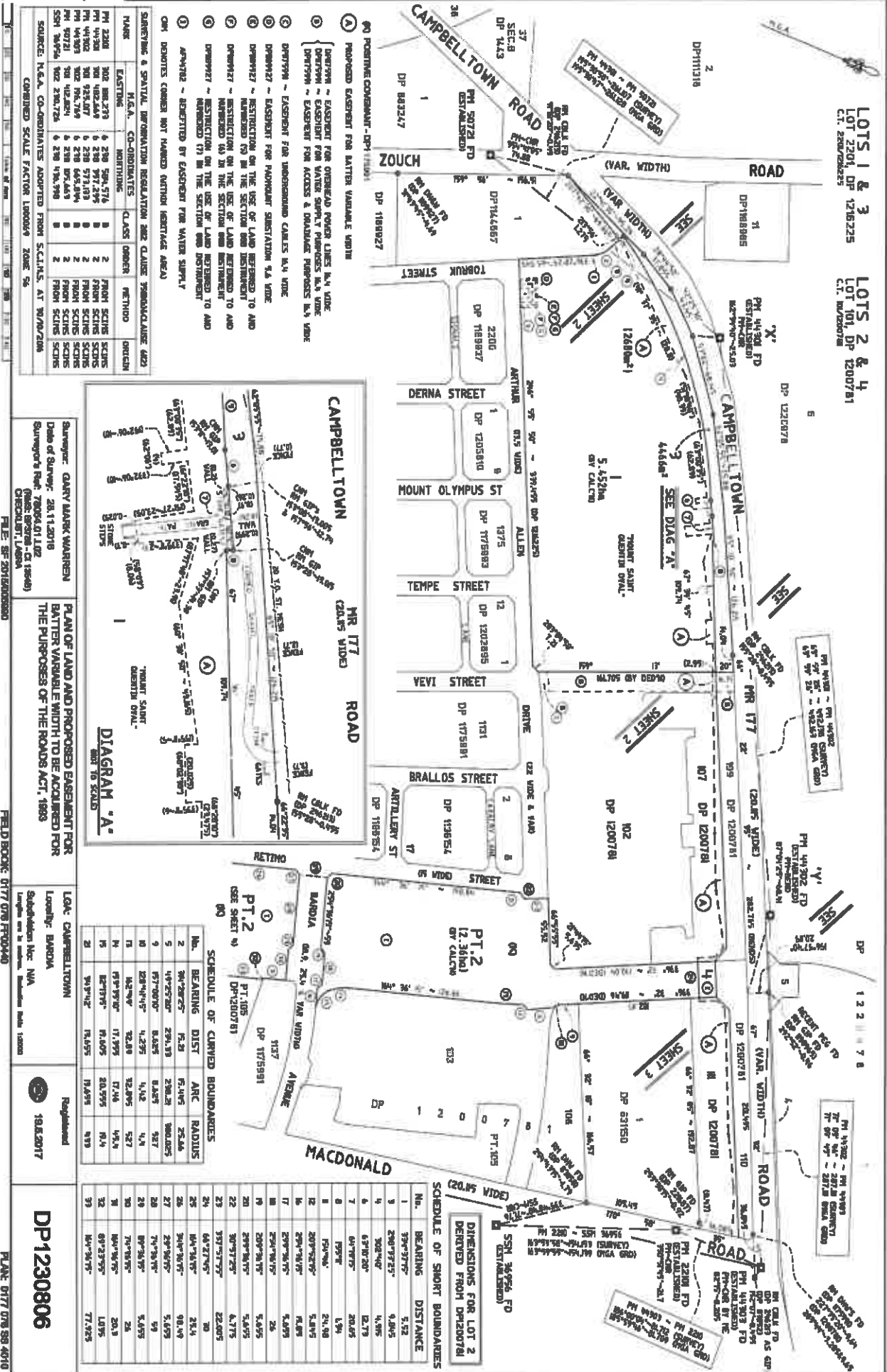
DP-1230806

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 4 sheets

LOTS 1 & 3
LOT 2201, DP 1216225
C.T. 2201/06225

LOTS 2 & 4
LOT 101, DP 1200781
C.T. 101/000781



PLAN	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
PM 2201	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
PM 4302	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
PM 4303	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
PM 4304	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
PM 4305	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
PM 4306	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
PM 4307	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
PM 4308	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
PM 4309	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
PM 4310	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
PM 4311	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
PM 4312	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
PM 4313	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
PM 4314	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
PM 4315	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
PM 4316	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
PM 4317	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
PM 4318	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
PM 4319	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
PM 4320	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS

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PM 4306	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
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PM 4313	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
PM 4314	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
PM 4315	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
PM 4316	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
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PLAN	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
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PM 4313	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
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PM 4319	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS
PM 4320	302 594.574	2 298 594.574	2	2	FROM SCINS	SCINS

PLAN FORM 2 (A2)

DP1230806

LOTS 1 & 3
 LOT 2201, DP 1218225
 C.T. 2204/26275

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 4 sheets

- (A) PROPOSED EASEMENT FOR BATTER VARIABLE WIDTH
 PART 1 - EASEMENT FOR OVERHEAD POWER LINES 6.4M WIDE
 PART 2 - EASEMENT FOR WATER SUPPLY PURPOSES 6.4M WIDE
 PART 3 - EASEMENT FOR ACCESS & PARKING PURPOSES 6.4M WIDE
- CM DEMONSTRATES CORNER NOT NAMED (OTHER HERITAGE AREA)

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	DIST	ARC	RADIUS
1	109°37'55"	5.52		25.46
2	301°20'25"	15.21		15.21
3	208°13'25"	9.205		9.205
4	182°46'	4.975		4.975
5	228°25'20"	254.33		254.33
6	204°49'55"	20.45		20.45
7	204°49'55"	20.45		20.45
8	355°17'	1.74		1.74

Surveyor: GARY MARK WARREN
 Date of Survey: 20.11.2016
 Surveyor's Ref: 7004/01102
 Surveyor's Reg: 2005-0000-011000
 CROOKLESTOWN, TASMANIA

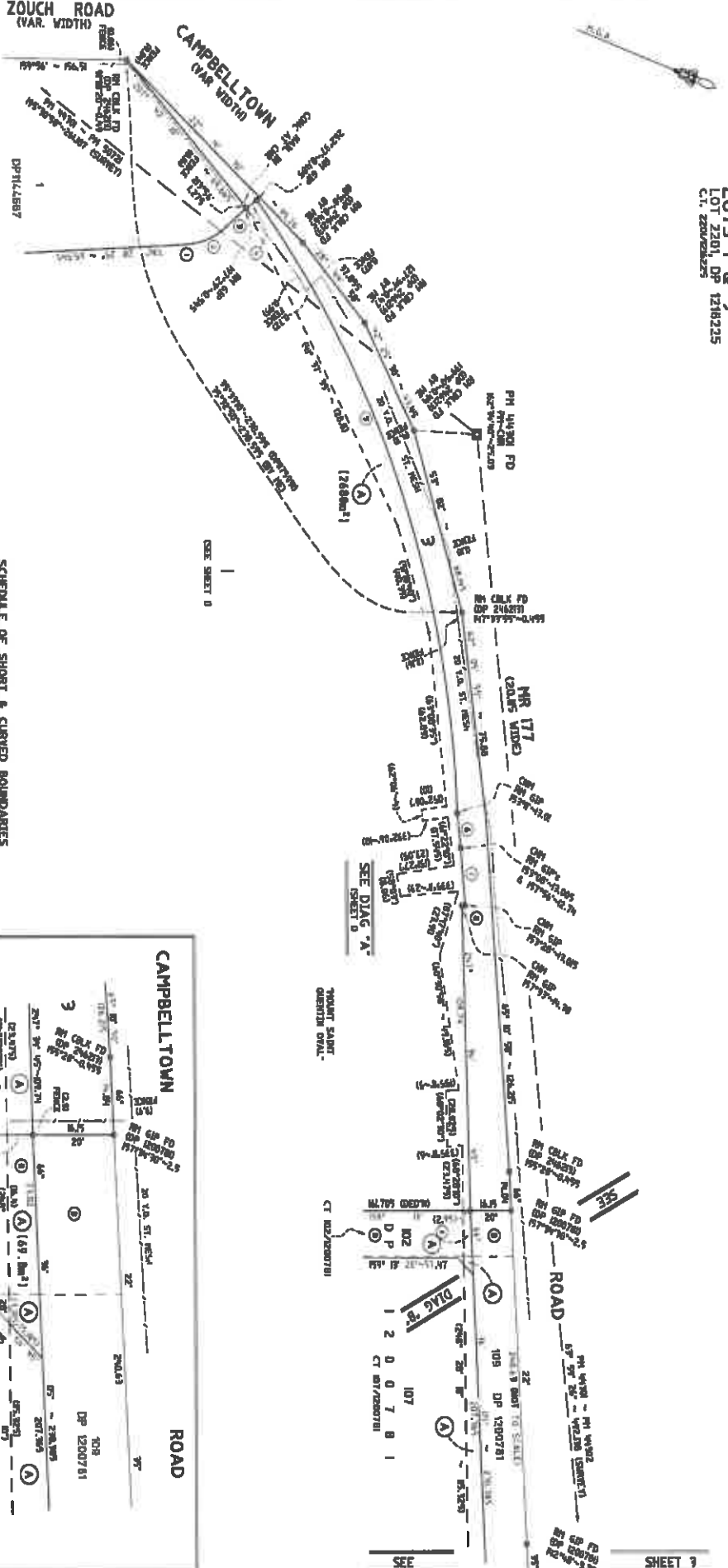
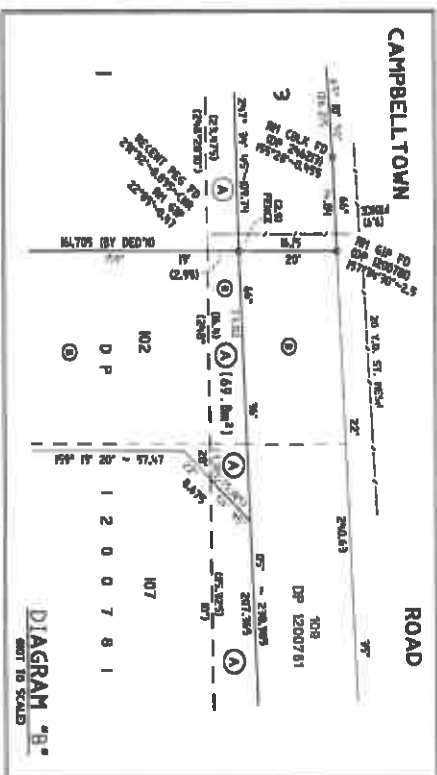
PLAN OF LAND AND PROPOSED EASEMENT FOR
 BATTER VARIABLE WIDTH TO BE ACQUIRED FOR
 THE PURPOSES OF THE ROADS ACT, 1993

LOCAL: CAMPBELLTOWN
 Locality: BARKIN
 Subdivision Ref: N/A
 Locality can be viewed: Refer to page 111000

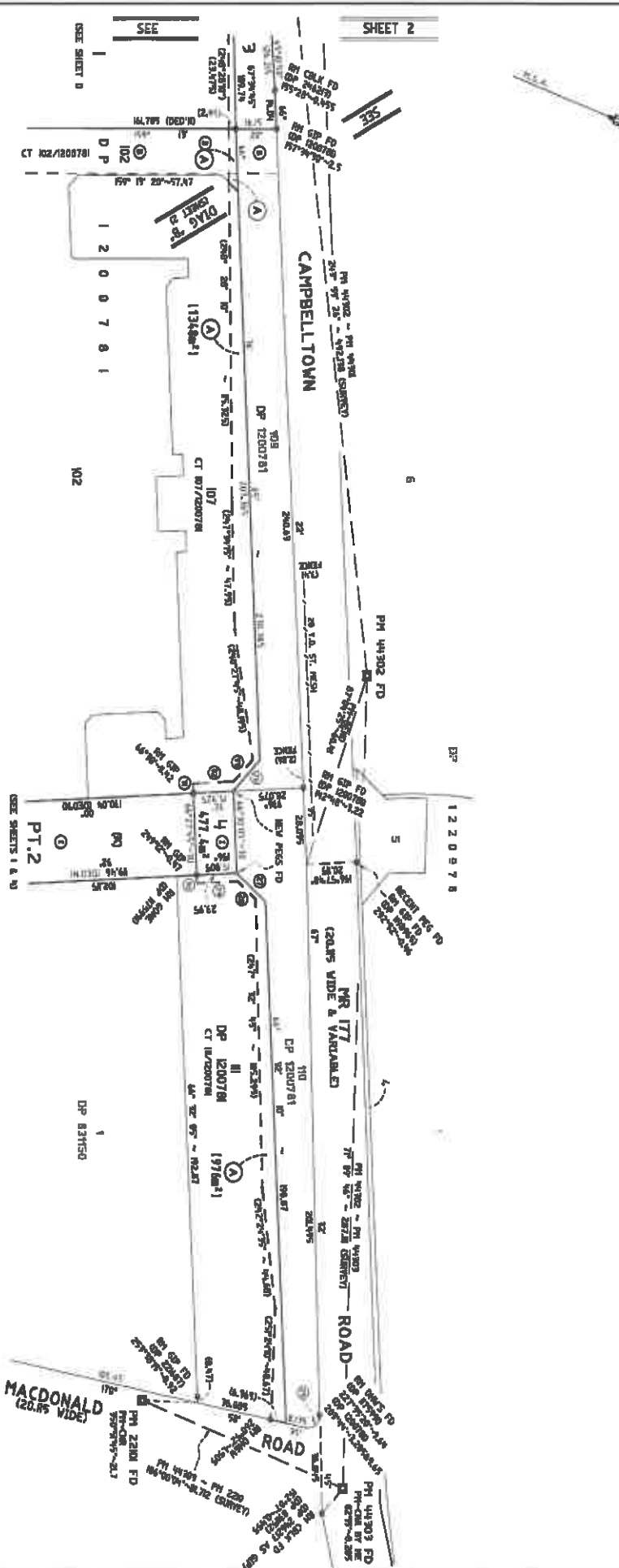
Registered
 18.5.2017

DP1230806

PLAN: 0177 076 585 4070



LOTS 2 & 4
LOT 101, DP 1200781
C/L: DP1230806



PLAN FORM 2 (2)

DP1230806

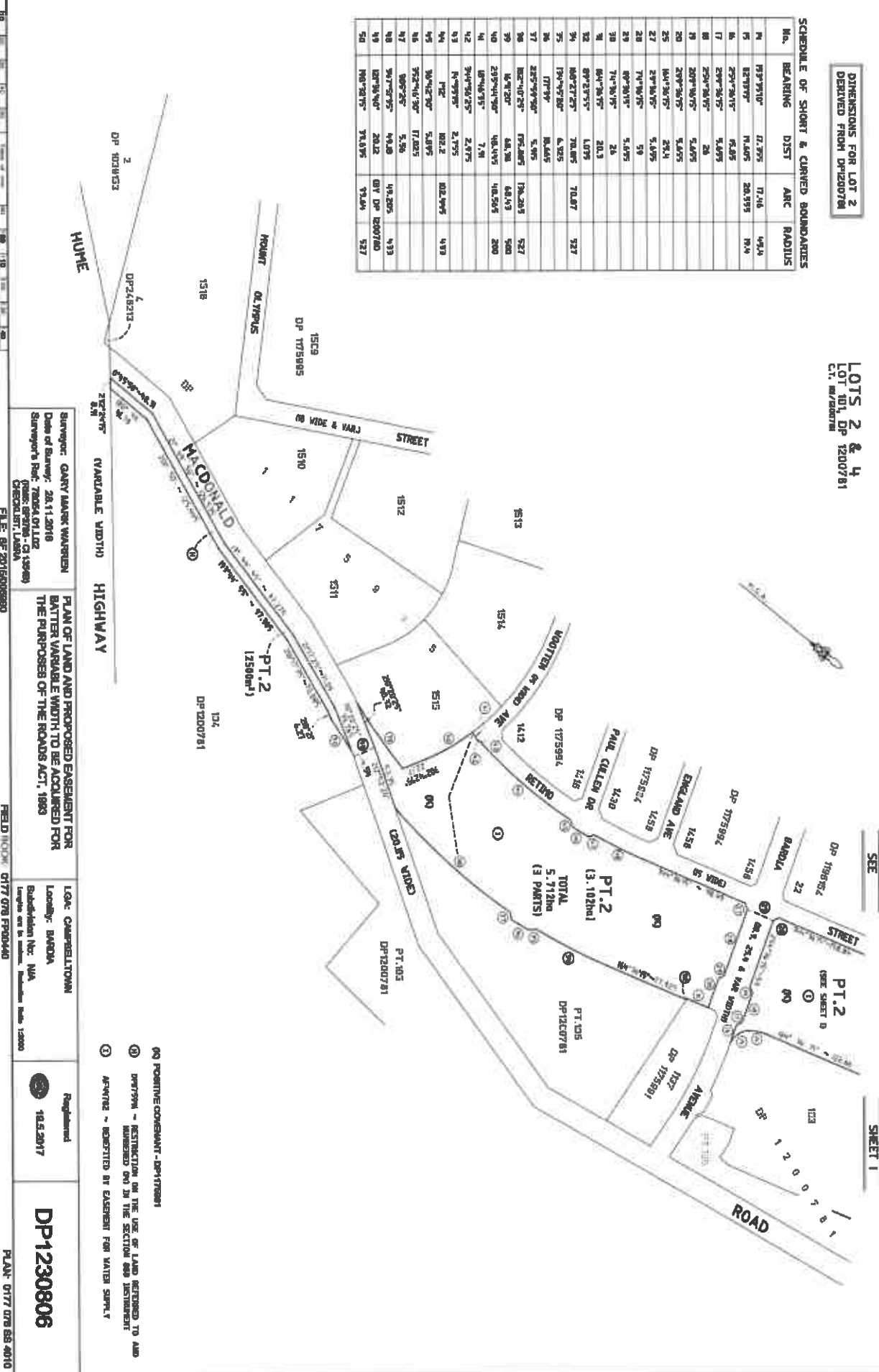
WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet 4 of 4 sheets

**DIMENSIONS FOR LOT 2
DERIVED FROM DP1200781**

**LOTS 2 & 4
LOT 101, DP 1200781
C.T. 10/10/10**

No.	BEARING	DIST	ARC	RADIUS
1	19° 51' 00"	17.375	17.16	49.4
2	82° 39' 57"	14.405	20.955	15.4
3	25° 34' 15"	6.405		
4	25° 34' 15"	5.405		
5	25° 34' 15"	2.6		
6	20° 34' 15"	5.405		
7	20° 34' 15"	5.405		
8	20° 34' 15"	5.405		
9	20° 34' 15"	5.405		
10	20° 34' 15"	5.405		
11	20° 34' 15"	5.405		
12	20° 34' 15"	5.405		
13	20° 34' 15"	5.405		
14	20° 34' 15"	5.405		
15	20° 34' 15"	5.405		
16	20° 34' 15"	5.405		
17	20° 34' 15"	5.405		
18	20° 34' 15"	5.405		
19	20° 34' 15"	5.405		
20	20° 34' 15"	5.405		
21	20° 34' 15"	5.405		
22	20° 34' 15"	5.405		
23	20° 34' 15"	5.405		
24	20° 34' 15"	5.405		
25	20° 34' 15"	5.405		
26	20° 34' 15"	5.405		
27	20° 34' 15"	5.405		
28	20° 34' 15"	5.405		
29	20° 34' 15"	5.405		
30	20° 34' 15"	5.405		
31	20° 34' 15"	5.405		
32	20° 34' 15"	5.405		
33	20° 34' 15"	5.405		
34	20° 34' 15"	5.405		
35	20° 34' 15"	5.405		
36	20° 34' 15"	5.405		
37	20° 34' 15"	5.405		
38	20° 34' 15"	5.405		
39	20° 34' 15"	5.405		
40	20° 34' 15"	5.405		
41	20° 34' 15"	5.405		
42	20° 34' 15"	5.405		
43	20° 34' 15"	5.405		
44	20° 34' 15"	5.405		
45	20° 34' 15"	5.405		
46	20° 34' 15"	5.405		
47	20° 34' 15"	5.405		
48	20° 34' 15"	5.405		
49	20° 34' 15"	5.405		
50	20° 34' 15"	5.405		



Surveyor: GARY MARK WARREN
Date of Survey: 28.11.2016
Surveyor's Ref: 78054.01.102
(NAME: GARY MARK WARREN - C15966)
CHECKED BY: LARSEN

PLAN OF LAND AND PROPOSED EASEMENT FOR
BATTER VARIABLE WIDTH TO BE ACQUIRED FOR
THE PURPOSES OF THE ROADS ACT, 1993

Location: BARDIA
Subdivision No: N/A
Easement is to be created. Maximum Width: 12000

Registered
18.5.2017

DP1230806

PLAN: 0177 078 858 4010



PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Registered:  19.5.2017		Office Use Only	
Title System: TORRENS		Office Use Only	
Purpose: ROADS ACT, 1993		DP1230806	
PLAN OF LAND AND PROPOSED EASEMENT FOR BATTER VARIABLE WIDTH TO BE ACQUIRED FOR THE PURPOSES OF THE ROADS ACT, 1993		LGA: CAMPBELLTOWN Locality: BARDIA Parish: MINTO County: CUMBERLAND	
Crown Lands NSW/Western Lands Office Approval I, [Signature] (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: _____ Date: _____ File Number: _____ Office: _____		Survey Certificate I, GARY MARK WARREN 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: (a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on _____ (b) The part of the land shown in the plan ("being" excluding Lots 3 & 4, easements and connections) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 28 th November, 2016. The part not surveyed was compiled in accordance with that Regulation. (c) The land shown in the plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature:  Dated: 20.7.17 Surveyor ID: 2205 Datum Line: "X" - "Y" (PM 44301 ~ PM 44302) Type: Urban The terrain is Level-Undulating. *Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	
Subdivision Certificate I, [Signature] "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: _____ Date of endorsement: _____ Subdivision Certificate number: _____ File number: _____ *Strike through if inapplicable.			
Statements of intention to dedicate public roads, public reserves and drainage reserves. LOTS 3 & 4 ARE REQUIRED FOR ROAD AND AFTER CONSTRUCTION & WILL BE DEDICATED AS PUBLIC ROAD UNDER SECTION 10 OF THE ROADS ACT, 1993.		Plans used in the preparation of survey/compilation. DP 221687 DP 831152 DP 1198965 DP 246213 DP 1175891 DP 1200781 DP 831150 DP 1189927 DP 1216225	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A		Surveyor's Reference: 78054.01.L02 ~ CHECKLIST, LASRA (RMS:SP3788 ~ CI 1354B)	

FILE: SF 2016/005990

FIELD BOOK: 0177 076 FP0840

PLAN: 0177 076 83 4010

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

sPlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:  19.5.2017

Office Use Only

Office Use Only

DP1230806

PLAN OF LAND AND PROPOSED
EASEMENT FOR BATTER VARIABLE WIDTH
TO BE ACQUIRED FOR THE PURPOSES OF
THE ROADS ACT, 1993

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

Subdivision Certificate number: _____

Date of Endorsement: _____

Lot	Street Number	Street Name	Street Type	Locality
1 & 3	N/A	CAMPBELLTOWN	ROAD	BARDIA
2 & 4	N/A	MACDONALD	ROAD	BARDIA

APPROVED:



PRINCIPAL SURVEYOR
ROADS & MARITIME SERVICES

If space is insufficient use additional annexure sheet

Surveyor's Reference: 78054.01.L02 (RMS:SP3786 ~ CI 1354B), CHECKLIST, LASRA

Issue Date: 28 October 2020
Application Number: 202003899
Receipt Number: 4897241

InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Your Reference: 80174437:27099

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

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

Property Address: Lot 2077 Campbelltown Road
BARDIA NSW 2565

Property Description: Lot 2077 DP 1200782

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

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

PART 1 – Names of relevant planning instruments and DCPs

Planning Instrument: SEPP (State Significant Precincts) 2005

Effect: R1 General Residential

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

Local environmental plans (LEPs) and deemed environmental planning instruments

None

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

State environmental planning policies (SEPPs)

SEPP No.21 – Caravan Parks

SEPP No.30 – Intensive Agriculture

SEPP No.33 – Hazardous and Offensive Development

SEPP No.50 – Canal Estate Development

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

SEPP No.55 – Remediation of Land
SEPP No.64 – Advertising and Signage
SEPP No.65 – Design Quality of Residential Apartment Development
SEPP No.70 – Affordable Housing (Revised Schemes)
SEPP (Vegetation in Non-Rural Areas) 2017
SEPP (Western Sydney Aerotropolis) 2020
SEPP (Housing for Seniors or People with a Disability) 2004
SEPP No.19 - Bushland in Urban Areas
SEPP (Sydney Region Growth Centres) 2006
SEPP (Building Sustainability Index: BASIX) 2004
SEPP (State Significant Precincts) 2005
SEPP (Mining, Petroleum Production and Extractive Industries) 2007
SEPP (Miscellaneous Consent Provisions) 2007
SEPP (Infrastructure) 2007
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Affordable Rental Housing) 2009
SEPP (State and Regional Development) 2011
SEPP (Educational Establishments and Child Care Facilities) 2017
SEPP (Koala Habitat Protection) 2019
Greater Metropolitan REP No.2 - Georges River Catchment

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

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

Draft local environmental plans (LEPs)

None

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

Draft State environmental planning policies (SEPPs)

None

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

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

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

Campbelltown (Sustainable City) DCP 2015

Edmondson Park South DCP 2012

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

PART 2 – Zoning and land use under relevant LEPs

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

None

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

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

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

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

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

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

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

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

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

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

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

None

PART 3 – Complying development

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

Low Rise Housing Diversity Code – on all of the land

Greenfield Housing Code – on all of the land

Container Recycling Facilities Code – on all of the land

Housing Code – on all of the land

Housing Alterations Code – on all of the land

Commercial and Industrial Alterations Code – on all of the land

Subdivisions Code – on all of the land

Rural Housing Code – on all of the land

General Development Code – on all of the land

Demolition Code – on all of the land

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

Fire Safety Code – on all of the land

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

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

Not applicable

PART 4 – Coastal protection

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

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

PART 5 – Mine subsidence

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

PART 6 – Road widening and road realignment

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

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

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

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Origin (including Unexploded Ordnance) during Development Works" dated July 2011 (ref. 011318RP08 Final) and ERM (2011e) "Long Term Environmental Management Plan – Former Ingleburn Defence Site Ingleburn Mess Hall and Lecture Theatre Areas" dated July 2011 (ref. 0113181RP14 Final)(relevant to the Mess Hall and Lecture Theatre compounds only). For further information or to obtain a copy of the relevant documents, please contact City Development on (02) 4645 4608 and quote ECM document reference number 3980271.

- f) Council has adopted by resolution a policy on contaminated land which may restrict the development of the land subject of this certificate. This policy is implemented when zoning or land use changes are proposed on lands which are considered to be contaminated, or on lands which have been remediated for a specific use. Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

PART 7A – Flood related development controls Information

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

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

PART 8 – Land reserved for acquisition

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

PART 9 – Contribution plans

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

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

Campbelltown Local Infrastructure Contributions Plan 2018

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

PART 9A – Biodiversity certified land

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

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

PART 10 – Biobanking agreement

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

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

PART 10A – Native vegetation clearing set asides

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

PART 11 – Bush fire prone land

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

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

PART 12 – Property vegetation plans

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

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

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

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

PART 14 – Directions under Part 3A

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

PART 15 – Site compatibility certificates and conditions for seniors housing

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

PART 16 – Site compatibility certificates for infrastructure

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

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

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

PART 18 – Paper subdivision information

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

PART 19 – Site verification certificates

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

PART 20 – Loose-fill asbestos insulation

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

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

PART 21 – Affected building notices and building product rectification orders

- (1) No affected building notice of which Council is aware is in force in respect of the land subject of this certificate.
- (2)
 - (a) No building product rectification order of which Council is aware and that has not been fully complied with is in force in respect of the land subject of this certificate.
 - (b) No notice of intention to make a building product rectification order of which Council is aware and that is outstanding has been given in respect of the land subject of this certificate.

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- (3) In this clause: affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017 and building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

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

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

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

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

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

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

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

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

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

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

None

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



**Jim Baldwin, per
Director City Development**

State Environmental Planning Policy (State Significant Precincts) 2005

Schedule 3 State significant sites

Part 31 Edmondson Park South site

Division 1 Preliminary

1 Land to which Part applies

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

2 Interpretation

(1) In this Part:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 Consent authority

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

4 (Repealed)

5 Relationship with other environmental planning instruments

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

Division 2 Provisions relating to development in Edmondson Park South site

6 Application of Division

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

7 Land use zones

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

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

8 Objectives of land use zones to be taken into account

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

9 Zone R1 General Residential

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

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

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

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

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

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

10 Zone B4 Mixed Use

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

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

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

environmental protection works.

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

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

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

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

11 Zone SP2 Infrastructure

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

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

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

nil.

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

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

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

12 Zone RE1 Public Recreation

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

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

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

environmental protection works.

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

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

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

13 Zone E1 National Parks and Nature Reserves

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

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

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

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

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

nil.

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

14 Zone E4 Environmental Living

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

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

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

home occupations.

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

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

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

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

15 Prohibited development

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

16 Subdivision—consent requirements

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

17 Minimum subdivision lot size

- (1) The objectives of this clause are as follows:
- (a) to establish minimum lot sizes for residential development,
 - (b) to ensure that residential development has adequate usable areas for buildings and open space,
 - (c) to facilitate and encourage the provision of a range of dwelling types.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Part.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies must not be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) Despite subclause (3) and the Lot Size Map:
- (a) the size of any lot resulting from a subdivision of land for dwelling houses must not be less than 200m², and
 - (b) the size of any lot resulting from a subdivision of land for semi-detached dwellings must not be less than 200m², and

- (c) the size of any lot resulting from a subdivision of land for dual occupancies must not be less than 500m², and
 - (d) the size of any lot resulting from a subdivision of land for secondary dwellings must not be less than 250m², and
 - (e) the size of any lot resulting from a subdivision of land for attached dwellings must not be less than 125m², and
 - (f) the size of any lot resulting from a subdivision of land for multi dwelling housing must not be less than 1,500m², and
 - (g) the size of any lot resulting from a subdivision of land for residential flat dwellings must not be less than 1,500m².
- (5) This clause does not apply in relation to the subdivision of individual lots in a strata plan or community title scheme.

18 Height of buildings

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

19 Floor space ratio

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

20 Calculation of floor space ratio and site area

(1) Objectives

The objectives of this clause are as follows:

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

(2) Definition of "floor space ratio"

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

(3) Site area

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

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

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

(4) Exclusions from site area

The following land must be excluded from the site area:

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

21 Temporary use of land

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

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

22 Interim land use for exhibition and sales office

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

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

23 Demolition requires consent

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

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

24 Development near zone boundaries

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

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

25 Bush fire hazard reduction

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

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

26 Flood planning

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

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

27 Exceptions to development standards—transitional Part 3A projects

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

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

28 Exceptions to development standards—other development

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

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

29 Controls relating to miscellaneous permissible uses

(1) Bed and breakfast accommodation

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

(2) Home businesses

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

(3) Kiosks

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

(4) Neighbourhood shops

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

(5) Secondary dwellings

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

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

30 Architectural roof features

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

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

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

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

(a) the architectural roof feature:

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

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

31 Preservation of trees or vegetation

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

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

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

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

32 Native vegetation areas

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

33 Heritage conservation

(1) Objectives

The objectives of this clause are:

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

(2) Requirement for consent

Development consent is required for any of the following:

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

(3) When consent not required

However, consent under this clause is not required if:

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

(4) Effect on heritage significance

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

(5) Heritage impact assessment

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

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

(6) Heritage conservation management plans

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

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

(7) Archaeological sites

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

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

(8) Places of Aboriginal heritage significance

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

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

(9) Demolition of item of State significance

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

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

(10) Conservation incentives

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

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

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

Table—heritage items

Item description	Address	Property description	Significance	Item No
Ingleburn Village site—three Riley-Newsum pre-fabricated cottages (moveable items)	Bass Road	Part Lot 1, DP 831152	Local	3
Ingleburn Military	Campbelltown Road	Part Lot 2, DP	State	2

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Heritage Precinct

831152

Mont St Quentin Campbelltown Road
Oval, including entry
gates

Part Lot 2, 831550 State

1

34 Public utility infrastructure

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

35 Infrastructure development and use of existing buildings of the Crown

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

36 Development control plan

- (1) The objective of this clause is to ensure that development on land within the Edmondson Park South site occurs in a logical and cost-effective manner, in accordance with a staging plan and only after a development control plan that includes specific controls has been prepared for the land.
- (2) Development consent must not be granted for development on land within the Edmondson Park South site unless a development control plan that provides for the matters specified in subclause (3) has been prepared for the land.
- (3) The development control plan must provide for all of the following:
 - (a) a staging plan for the timely and efficient release of urban land making provision for necessary infrastructure and sequencing,
 - (b) an overall transport movement hierarchy showing the major circulation routes and connections to achieve a simple and safe movement system for private vehicles, public transport, pedestrians and cyclists,
 - (c) an overall landscaping strategy for the protection and enhancement of riparian areas and remnant vegetation, including visually prominent locations, and detailed landscaping requirements for both the public and private domain,
 - (d) a network of passive and active recreational areas,
 - (e) stormwater and water quality management controls,
 - (f) amelioration of natural and environmental hazards, including bushfire, flooding and site contamination and, in relation to natural hazards, the safe occupation of, and the evacuation from, any land so affected,
 - (g) detailed urban design controls for significant development sites,
 - (h) measures to encourage higher density living around transport, open space and service nodes,
 - (i) measures to accommodate and control appropriate neighbourhood commercial and retail uses,
 - (j) suitably located public facilities and services, including provision for appropriate traffic management facilities and parking.
- (4) Subclause (2) does not apply to any of the following development:

- (a) a subdivision for the purpose of a realignment of boundaries that does not create additional lots,
- (b) a subdivision of land if any of the lots proposed to be created is to be reserved or dedicated for public open space, public roads or any other public or environmental protection purpose,
- (c) a subdivision of land in a zone in which the erection of structures is prohibited,
- (d) proposed development on land that is of a minor nature only, if the consent authority is of the opinion that the carrying out of the proposed development would be consistent with the objectives of the zone in which the land is situated.

37 Relevant acquisition authority

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

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

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

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

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

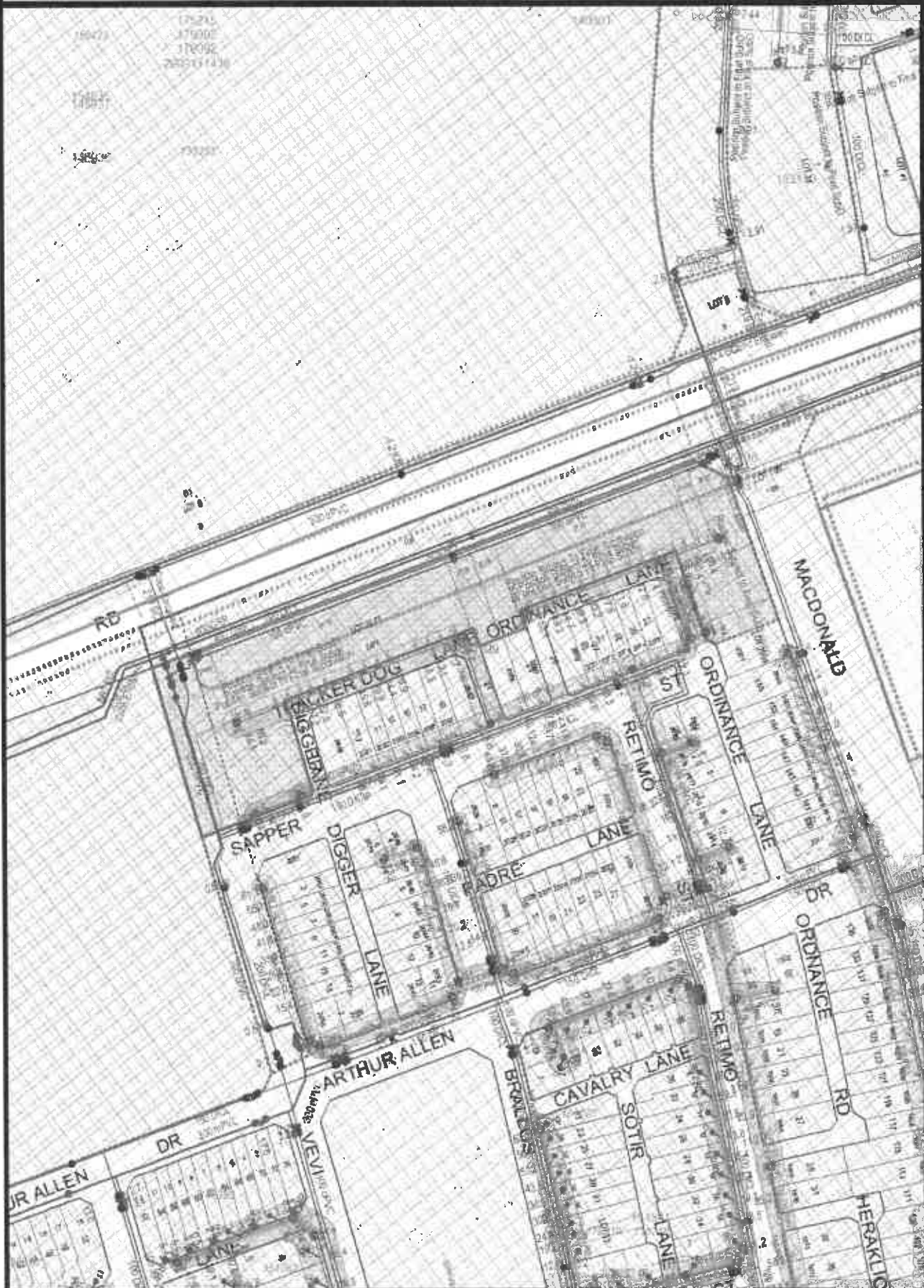
38 Suspension of covenants, agreements and instruments

- (1) For the purpose of enabling development on land within the Edmondson Park South site to be carried out in accordance with this Part or with a consent granted under the Act, any agreement, covenant or other similar instrument that restricts the carrying out of that development does not apply to the extent necessary to serve that purpose.
- (2) This clause does not apply:
 - (a) to a covenant imposed by the relevant council or that the relevant council requires to be imposed, or
 - (b) to any prescribed instrument within the meaning of section 183A of the *Crown Lands Act 1989*, or
 - (c) to any conservation agreement within the meaning of the *National Parks and Wildlife Act 1974*, or
 - (d) to any Trust agreement within the meaning of the *Nature Conservation Trust Act 2001*, or
 - (e) to any property vegetation plan within the meaning of the *Native Vegetation Act 2003*, or

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- (f) to any biobanking agreement within the meaning of Part 7A of the *Threatened Species Conservation Act 1995*, or
- (g) to any planning agreement within the meaning of Division 6 of Part 4 of the Act.
- (3) This clause does not affect the rights or interests of any public authority under any registered instrument.
- (4) Under section 28 of the Act, the Governor, before the making of this clause, approved of subclauses (1)–(3).

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



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



Revenue

Enquiry ID	3348872
Agent ID	81429403
Issue Date	27 Oct 2020
Correspondence ID	1714637772
Your reference	80174437

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D1200782/2077	MACDONALD RD BARDIA 2565	\$2 850 000

There is no land tax (including surcharge land tax) charged on the land up to and including the 2020 tax year.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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



landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 7808 6908
Help in community languages is available.



DAHUA GROUP SYDNEY PROJECT 1 PTY LTD
SUITE 2 LEVEL 20
201-217 ELIZABETH STREET
SYDNEY NSW 2000

Our reference: 7116127346191

Phone: 13 28 66

15 June 2020

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410350190700
Vendor name	DAHUA GROUP SYDNEY PROJECT 1 PTY LTD
Previous Vendor name	
Vendor address	SUITE 2 LEVEL 20 201-217 ELIZABETH STREET SYDNEY NSW 2000
Clearance Certificate Period	15 June 2020 to 15 June 2021

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,
James O'Halloran
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on
13 28 66

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

