

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Loyal Plus Business Brokers 10/6-8 Gilba Road Pendle Hill NSW 2145	Phone: 0413 628 983 Fax: Email: girish624@yahoo.co.in
co-agent vendor	Not Applicable Sarjan Holdings Pty Ltd ACN 643 866 479	
vendor's solicitor	McLachlan Thorpe Partners Level 19, 1 Castlereagh Street Sydney NSW 2000 Contact Person: Chao Deng	Phone: 02 9229 2222 Fax: 02 9229 2200 Ref: 200644 Email: cdeng@mtpartners.com.au
date for completion	See special condition 49	
land (address, plan details and title reference)	Lot [redacted] of 50 Sharman Close Harrington Park NSW 2567 Being Lot [redacted] in an unregistered plan of subdivision being part of Lot 4 in DP183225 (Folio Identifier 4/183225)	

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

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

exclusions

purchaser

purchaser's solicitor

price \$

deposit \$ (10% of the price, unless otherwise stated)

balance \$

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

buyer's agent

 vendor

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

 witness

purchaser JOINT TENANTS tenants in common in unequal shares

 witness

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Choices

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

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

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

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

Land tax is adjustable NO yes
GST: Taxable supply NO yes in full yes to an extent
 Margin scheme will be used in making the taxable supply NO yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

**ADDITIONAL CONDITIONS FORMING PART OF CONTRACT FOR SALE OF LAND
BETWEEN SARJAN HOLDINGS PTY LTD ACN 643 866 479 (AS VENDOR) AND
(AS PURCHASER)**

DATED

33. DEFINITIONS

In this Contract:

- 33.1 "Council" means Camden Council
- 33.2 "Property" means the Land as defined on Page 1 of this Contract, being the subject of this Contract subject to variations permitted by this Contract and statute.
- 33.3 "Disclosure Statement" means the Disclosure Statement – Off the Plan Contracts and the attachments thereto which is attached to this Contract and marked "A".
- 33.4 "Draft Plan of Subdivision" means the draft plan attached to the Disclosure Statement.
- 33.5 "Registration Documents" means:
- (a) The registered plan of subdivision; and
 - (b) Any other document registered with the registered plan of subdivision;
- as referred to in s66ZP Conveyancing Act 1919 (NSW).
- 33.6 "Sunset Date" means [REDACTED] or such date (if any) as nominated under Special Condition 49.5.

34. INTERPRETATION

In this Contract, and subject to statute:

- 34.1 Headings are for convenience only and do not affect the interpretation of this Contract.
- 34.2 If there is any conflict between any provision of the Additional Conditions and any provision of the printed Contract for Sale of Land, the provisions of the Additional Conditions shall prevail.
- 34.3 The parties acknowledge that words importing the singular number shall include the plural and the masculine gender the feminine or neuter and vice versa and words importing person shall include corporation and vice versa.
- 34.4 Notwithstanding the provisions of Clause 7 of the printed form of the Contract any claim for compensation made by the Purchaser shall be deemed to be a requisition for the purposes of Clause 8 of the printed form of the Contract.
- 34.5 If any Additional Condition grants the Purchaser a right to elect to rescind this Contract or to complete this Contract on the terms and conditions as set out herein and the Purchaser fails to make such election within the period of time specified herein, then he shall be deemed to have elected to complete this Contract on the terms and conditions as set out herein.

- 34.6 In the event that one or more of the additional conditions should be invalid, illegal or unenforceable, then that condition shall be severed herefrom and the invalidity, illegality or unenforceability of the remaining conditions shall be unaffected.
- 34.7 If a right to rescind is granted in this Contract and it is not exercised within the period specified for its exercise, it may not be exercised.

35. CONVEYANCING ACT, SECTION 52A

- 35.1 This Contract will be read subject to any rights granted to the Purchaser pursuant to Section 52A and Part 4 Division 10 of the *Conveyancing Act, 1919* (as amended) and the Regulations under that Act. If any provision of this Contract as at the date hereof purports to or has the effect of excluding, modifying or restricting the operation of Section 52A or Part 4 Division 10 of the *Conveyancing Act, 1919* (as amended) or the *Conveyancing (Sale of Land) Regulation, 2017* then this Contract will be read and construed as if that clause or subclause (as may be appropriate) is severed from this Contract and the invalidity of that clause or subclause will not affect or render invalid or unenforceable the remaining provisions of this Contract.

36. AMENDMENTS TO STANDARD CONTRACT

- 36.1 The following clauses in the 2019 Edition Standard Contract for the Sale of Land are hereby amended as follows:
- (a) Clause 7.1.1 – by deleting in its entirety and replacing with “any amount is claimed”.
 - (b) Clause 7.2.4 – by deleting the words “and the costs of the Purchaser”
 - (c) Clause 10 - by inserting the following sub-clause at the end:
“10.4 For the purposes of this Clause 10 the Vendor discloses all of the information appearing in the copy documents attached to this Contract even if the Contract does not refer to that disclosure.”
 - (d) Clause 10.1.8 - the words "or any positive covenant" be inserted after the word "use" on both the first and second lines.
 - (e) Clause 10.1.9 - the words "substance" and "disclosed" in the first line and in the first line of sub-clause 10.1.9 are deleted and replaced with the words "existence" and "noted" respectively.
 - (f) Clause 11.1 - the words "from any statutory authority" are inserted after the words "work order" in the first line
 - (g) Clause 12.1 - the word "required" is deleted and replaced with the words “agreed to by the Vendor”.
 - (h) Clause 14.4.2 – is deleted.
 - (i) Clause 16.6 - is deleted.
 - (j) Clause 16.8 – is deleted.
 - (k) Clause 20.12 - is deleted.
 - (l) Clause 28 – is deleted.
 - (m) Clause 29 – is deleted.

37. DISCLOSURES

- 37.1 The Vendor discloses that as far as the Vendor is aware, the owner of the adjoining site intends to development the adjoining site (including the demolition of existing buildings and structures and the constitution of a new development on the adjoining site).
- 37.2 The Vendor further discloses that the development of the adjoining site may:
- (a) Cause noise, dust, vibration and disturbance of the property within the lawful requirements of any relevant authority and during any hours permitted by any relevant authority
 - (b) Result in access to the property temporarily diverted during the course of the development of the development sites.
- 37.3 The Vendor discloses that there may be other proposals for development of sites in the vicinity of the property, including but not limited to further stages of development by the Vendor. The Vendor may but is not obliged to carry out any further stages of development in the vicinity of the property.
- 37.4 The Purchaser may not make a claim or requisition, delay completion, rescind or terminate the Contract, or make any objection or commence any action or enforce any judgment or order against the Vendor or any other party because of any development activities, or the stoppage of any development activities in the vicinity of the property.

38. REPLACEMENT REMOVAL OR ADDITION OF DOCUMENTS

- 38.1 At any time but at least 21 days before completion the Vendor may notify the Purchaser that the Vendor wishes to remove a document or replace a document attached to this Contract with another document or add a document to the Contract (being a document a copy of which is forwarded with that notice).
- 38.2 From and including the day a notification under Special Condition 38.1 above hereof is made, the removed or replaced document is taken to be no longer attached to this Contract and the document substituted for it (if any) or added is taken to be attached to this Contract.
- 38.3 Subject to Division 10 of the Conveyancing Act 1919 (NSW), the Purchaser may not make a claim or requisition, delay completion, rescind or terminate because the Vendor has made a notification under Special Condition 38.1 above hereof and the removed or replaced document is taken to be no longer attached to this Contract and the document substituted for it (if any) or added is taken to be attached to this Contract.

39. DRAFT PLAN OF SUBDIVISION, EASEMENTS AND RESTRICTIONS

- 39.1 Notwithstanding the other provisions of this Contract, the Property numbers, the dimensions and positions referred to on the Draft Plan of Subdivision are provisional and the Vendor reserves the right to make such alterations to the Draft Plan of Subdivision as it may deem necessary in its discretion or otherwise as required by the Council or by NSW Land Registry Services.
- 39.2 Subject to Division 10 of the Conveyancing Act 1919 (NSW), the Purchaser shall not be entitled to make any objection, requisition or claim or delay completion on account of any variation or discrepancy between the Property numbers, levels, dimensions and positions of the Property hereby sold as shown on the Draft Plan of Subdivision and as shown on the Draft Plan of Subdivision when registered as a Deposited Plan.
- 39.3 The Purchaser acknowledges that prior to registration of the Draft Plan of Subdivision, certain easements restrictions or upon on use and positive covenants or other rights or

privileges may be required to be created benefiting and/or burdening any of the Lots in the subdivision including the Property.

- 39.4 Subject to Division 10 of the Conveyancing Act 1919 (NSW), the Purchaser will make no objection, requisition or claim or delay completion in respect of any matter referred to in Special Condition 39.3 above and shall not be entitled to rescind this Agreement on account of any discrepancy or variation between the creation of any easements, restrictions on use and positive covenants or the grant of any such right or privilege referred to in the Registration Documents.

40. CONDITION OF PROPERTY AND ITS USE

- 40.1 The property together with all improvements, if any, included in this Contract and any services (to include all water, sewer, electrical, telecommunications and other service connections, pipes or distributors), and all other facilities and installations are sold in their condition, state of repair and position, and subject to all faults and defects, both latent and patent as at the date of completion.
- 40.2 The Purchaser will not call upon the Vendor to carry out any repairs in relation to the property, services or installations mentioned above.
- 40.3 The Purchaser will not make any objection, requisition or claim for compensation because of the state of repair or condition of the property.
- 40.4 The Purchaser acknowledges that he relies on no representations or warranties by or on behalf of the Vendor as to the buildings and structures permitted to be installed upon the Property. The requirements for approval from the Council may change from time to time and the Vendor makes no warranty or representation that those requirements will remain unaltered or unamended.
- 40.5 This condition will not merge on completion.

41. EXCLUSION OF WARRANTIES

- 41.1 The Purchaser acknowledges that he buys the property, improvements (if any), inclusions (if any), services (if any), and the installations (if any) mentioned above, relying on his own inspection, knowledge and enquiries and that he does not rely wholly or partly on any warranty, representation or statement made to him by or on behalf of the Vendor, not contained in this Contract.
- 41.2 The Purchaser warrants that he has inspected a photocopy of the draft drainage diagram of the Property, which is attached to this Contract and will not make any objection, requisition, or claim for compensation in respect of anything referred to or disclosed in the drainage diagram or as to the sewerage and drainage connection at the Property.

42. AGENT INDEMNITY

- 42.1 The Purchaser warrants that he was not introduced to the property or to the Vendor by any person other than the Vendor's Agent, if any, named in this Contract. If it is established that the Vendor is liable to pay commission or other expenses to any other Agent or person as the result of such introduction then the Purchaser indemnifies the Vendor against all claims, actions, suits, demands, costs and expenses resulting from the breach of this warranty.
- 42.2 This clause will not merge on completion.

43. CAPACITY

43.1 In the event that:

- (a) The Purchaser or, if that party consists of more than one natural persons any one of those natural persons, dies or becomes mentally ill prior to completion of this Contract, or
- (b) The Purchaser (being a body corporate) has a provisional liquidator, liquidator, or receiver or manager appointed or passes a resolution to appoint or consider appointing such a person, or enters into any scheme of arrangement with its creditors,

then the Vendor may by notice in writing rescind this Contract, and the provisions of Clause 19 will apply.

44. GROUND LEVELS

44.1 Attached hereto is a draft contour plan. The Purchaser acknowledges the contour plan is provisional only and may be subject to change.

44.2 The Purchaser acknowledges the ground levels may vary between the date of this Contract and completion of this Contract. If applicable, the Vendor will provide to the Purchaser written information as to the proposed new ground levels. The Vendor does not warrant the accuracy of such written information and the Purchaser should rely on its own enquiries.

44.3 The Purchaser shall not be entitled to make any objection, requisition or claim for compensation on account of any variation in ground levels and pursuant to written information provided to the Purchaser by the Vendor.

45. DEPOSIT BOND

45.1 This Special Condition 45 applies only if the Purchaser has paid the deposit by way of deposit guarantee.

45.2 In this Contract "Deposit Guarantee" means the deposit guarantee ("the Deposit Guarantee") issued to the Vendor at the request of the Purchaser by the issuing company ("the Guarantor") a copy of which is annexed to this Contract.

45.3 Subject to Special Condition 45.4 and 45.5 below, the delivery of the Deposit Guarantee on or before the date of this Contract to the Vendor will, to the extent of the amount guaranteed under the Deposit Guarantee, be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract.

45.4 The Purchaser will pay the amount stipulated in the Deposit Guarantee to the Vendor in cash or by unendorsed bank cheque on completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the Vendor.

45.5 If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit because of the Purchaser's default under the Contract, the Purchaser will immediately pay the deposit (or so much of the deposit as has not been paid) to the Vendor.

45.6 If the Purchaser fails to comply with paragraphs 42.4 or 42.5, the Purchaser will immediately and without notice be in breach of an essential term of this Contract, and the Vendor may thereupon demand payment from the Guarantor of the amount stipulated in the Deposit Guarantee.

- 45.7 The Vendor acknowledges that payment by the Guarantor under the Deposit Guarantee will, to the extent of the amount paid, be in satisfaction of the Purchaser's obligation to pay the deposit under Special Condition 45.5 above.
- 45.8 If at any time the issuer of the Deposit Guarantee does not meet the Required Rating, the Purchaser must provide a replacement Deposit Guarantee on the same terms and conditions as the original Deposit Guarantee if called upon to do so by the Vendor. The replacement Deposit Guarantee must be from an issuer meeting the Required Rating. "Required Rating" in this clause means a short term unsecured debt rating of at least A1 from Standard & Poors (Australia) Pty Limited or at least P1 from Moody's Investor Services Inc. or a claims paying ability rating of at least A-minus from Standard & Poors (Australia) Pty Limited.
- 45.9 If the Deposit Guarantee has an expiry date which occurs before the estimated completion date, the Purchaser must no later than 60 days before that expiry date replace the Deposit Guarantee with either a bank cheque in favour of the Vendor for the deposit or a replacement Deposit Guarantee (acceptable to the Vendor) which has an expiry date occurring after the estimated completion date. In this clause "estimated completion date" means that date estimated by the Vendor acting reasonably for the completion of this Contract.
- 45.10 If the Vendor extends the Sunset Date pursuant to Special Condition 49.5, the Purchaser must provide to the Vendor within 14 days of receiving written notification from the Vendor of such extension, a replacement Deposit Guarantee with an expiry date which is at least 6 months after the new Sunset Date nominated pursuant to Special Condition 49.5.
- 45.11 Replacement of the Deposit Guarantee that is about to expire is an essential term of this Contract.

46. NOTICE TO COMPLETE

- 46.1 If either party is unable, unwilling or fails to complete by the completion date, the other party is entitled at any time after the completion date to serve a Notice to Complete making time for completion of the essence of this Contract.
- 46.2 The parties agree that such notice may require completion within 14 days from the date on which the notice is given or served and such period is deemed to be reasonable and sufficient.
- 46.3 The parties otherwise agree that fourteen (14) days is reasonable and sufficient notice for all purposes under this Contract.

47. ADDITIONAL PURCHASE PRICE

- 47.1 If the Purchaser does not complete this Contract on or before the Completion Date referred to in Special Condition 49.2 below, the Purchaser shall pay to the Vendor on completion:
- (a) by way of additional purchase price a sum calculated on a daily basis at the rate of 10% per annum of the purchase price from and including the Completion Date until the date of actual completion; and
 - (b) the sum of \$150.00 (plus GST) for each cancellation if the Purchaser cancels settlement after appropriate arrangements have been made; and
 - (c) the sum of \$250.00 (plus GST) if the Vendor issues a notice to complete, for additional legal costs and other expenses incurred as a consequence of being required to issue a notice to complete.

- 47.2 Payment of the sums in accordance with Special Condition 47.1 above is an essential term of this Contract and the Purchaser shall not be entitled to require the Vendor to complete this Contract unless such payment is made. The parties agree that such payment is a genuine pre-estimate of the loss and expense suffered by the Vendor as a result of the Purchaser's failure to complete.
- 47.3 In the event that the Vendor is unable to complete on the Completion Date, the Purchaser shall only be required to pay interest under this Special Condition 47 on and from the expiration of 2 business days after receipt by the Purchaser of written notice from the Vendor that the Vendor is so able to complete.
- 47.4 This clause shall not merge on completion.

48. INVESTMENT OF DEPOSIT

- 48.1 The Vendor and Purchaser authorise and direct the depositholder to place the deposit referred to in Clause 2 of this Contract in an interest bearing account with a bank, building society, other authorised trustee investment or credit union and to withdraw the deposit upon completion, rescission or termination of this Contract.
- 48.2 All interest earned on the deposit (less any stamp duty, bank charges, government charges, fees and taxes) shall be paid as follows:
- (a) to the Vendor and the Purchaser in equal half shares if this Contract is completed; or
 - (b) to the Purchaser if this Contract is:
 - (i) rescinded for any reason; or
 - (ii) terminated due to the default of the vendor; or
 - (c) to the Vendor if this Contract is terminated due to the default of the Purchaser.
- 48.3 The parties agree that the depositholder shall not be responsible for any delay and/or loss in respect of the investment of such deposit and the risk of loss shall be borne by the party entitled under this Contract to the deposit upon completion, rescission, or termination. The parties also agree that the tax credit will belong to the parties in the same proportions as they are entitled to share the income derived on the investment.
- 48.4 The parties acknowledge that they are aware that, unless they provide their Tax File Numbers to the depositholder, tax will be deducted from the interest earned on the deposit at the top marginal rate and neither party will be able to raise any objection, requisition, or claim for compensation against the other, or against the depositholder, by reason of the failure of a party to supply a Tax File Number.
- 48.5 Notwithstanding the foregoing provisions if this Contract is completed by one party (or where a party comprises two or more persons any one of them) fails to furnish the depositholder with its tax file number or exemption from quotation thereof, all net interest after deduction as aforesaid shall be paid to the other party.

49. COMPLETION AND SUNSET DATE

- 49.1 The Vendor shall use reasonable endeavours to have or cause the Registration Documents to be registered at NSW Land Registry Services with due expedition.
- 49.2 Completion of this Contract is subject to and conditional upon the registration of the Registration Documents by NSW Land Registry Services.

49.3 Completion of this Contract must take place on the Completion Date which will be:

- (a) the 42nd day after the date hereof; or
- (b) 21 days after notification by the Vendor to the Purchaser of the registration of the Registration Documents

whichever is the later.

49.4 If registration by NSW Land and Registry Services of the Registration Documents has not been effected by the Sunset Date:

- (a) the Purchaser may rescind this Contract by notice to the Vendor given prior to registration of the Registration Documents and within 10 business days after the Sunset Date, and this time is essential; and
- (b) subject to complying with provisions of Section 66ZS of the Conveyancing Act 1919 (NSW), the Vendor can rescind at any time after the Sunset Date but before completion.

49.5 If at any time the Vendor considers that it may be unable to complete registration of the Registration Documents by the Sunset Date due to any delay, the Vendor may at any time give the Purchaser one or more certificates specifying the nature and extent of the delay and nominate a new Sunset Date. On service of a copy of a certificate/s to the Purchaser, the Sunset Date is automatically extended by the period specified in the certificate/s. The Vendor's certificate/s is conclusive evidence of the nature and extent of the delay, and the extension of time is binding on the parties.

50. DUTY

50.1 The Purchaser must pay all duties payable by it in respect of this Contract and must ensure that this Contract is duly stamped under the *Duties Act 1997* within the time permitted by that Act, without penalty. If the Purchaser fails to perform its obligation under this clause, the Vendor may do so and recover from the Purchaser all duties, fines and other money properly paid.

51. GST- MARGIN SCHEME

51.1 Notwithstanding any other provision of this Contract if the Vendor is liable to pay GST on the supply of this Property, then the purchase price includes GST payable by the Vendor.

51.2 If the Vendor is entitled to pay GST under the margin scheme the Vendor may elect that the GST payable on the supply of this Property be calculated in accordance with the margin scheme.

51.3 The Purchaser acknowledges that if the Vendor elects to utilise the margin scheme, the Purchaser is not entitled to claim an input tax credit in respect of the GST paid by the Vendor and that the Vendor is not required to provide a tax invoice.

51.4 The Purchaser agrees that the Vendor is not required to disclose the basis upon which it calculates its GST liability on this sale.

52. CAVEAT

52.1 It is an essential term of this Contract that the Purchaser shall not lodge any Caveat which has the effect of preventing or delaying registration of the Registration Documents, registration of any mortgage, registration of any discharge of mortgage, registration of any

variation of mortgage, registration of any transfer of mortgage, the release or cancellation of any easement or right or restriction referred to in or contemplated by this Contract.

53. COUNCIL RATES, WATER RATES AND LAND TAX

- 53.1 The Vendor warrants and covenants that all municipal water and sewerage rates and land taxes payable by it (if any) will be paid and the Purchaser agrees that completion of this Contract will not be deferred or delayed pending assessment or payment of such rates and taxes. The Vendor shall be entitled to serve a Notice to Complete upon the Purchaser notwithstanding that, at the time such notice is issued or any time after that, there is a charge upon the Property in respect of any rate or tax.
- 53.2 For the purposes of adjustment of rates and taxes between the Vendor and the Purchaser on completion pursuant to Clause 14, in the event that separate assessments of rates and taxes levied by the Council, the Water Board and the Land Tax Office have not been made at the Completion Date in respect to the Property sold then apportionment of such rates and taxes shall be made between the Vendor and the Purchaser on the basis that such rates and taxes are paid and deemed to be:
- (a) \$ [REDACTED] per annum in respect of council rates; and
 - (b) \$ [REDACTED] per quarter in respect of water and sewerage rates; and
 - (c) \$ [REDACTED] per annum in respect of land tax.

54. FOREIGN INTERESTS

The Purchaser warrants that:

- (a) if the Purchaser is a natural person, he is ordinarily resident in Australia;
- (b) the *Foreign Acquisitions and Takeovers Act 1975* does not apply to the Purchaser or to this purchase. In the event of any breach of the warranty contained in this clause the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof. This clause will not merge on completion.

55. GOVERNING LAW AND JURISDICTION

This Contract shall be construed and enforced according to the law of the State of New South Wales and the Vendor and the Purchaser agree to submit to such jurisdiction.

56. HEADINGS

Headings are for convenience only and do not affect the interpretation of this Contract.

57. ALTERATIONS TO CONTRACT

Each party hereby authorises his, her or their solicitor or any employee of the solicitor up until the date of this Contract to make alterations to this Contract including the addition of annexures after execution up until the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorized the same and any annexures so added shall form part of this Contract as if same were annexed prior to the Contract being executed.

58. GUARANTEE

If the Purchaser is a corporation or the trustee of a trust, in consideration of the Vendor entering into this Contract, the Purchaser will procure that two natural persons over the age of 18 years who are directors or principal shareholders or beneficiaries of the Purchaser at the request of the Purchaser will unconditionally guarantee jointly and severally the due performance of the Purchaser's obligations under this Contract and the due and punctual payment by the Purchaser of the Price and all other moneys payable by the Purchaser to the Vendor under this Contract. The guarantors as testified by their execution hereof guarantee to the Vendor the Purchaser's aforesaid obligations under this Contract. It is expressly agreed and declared that the guarantee shall be a continuing guarantee and shall not be affected or discharged by granting to the Purchaser of any time, waiver, release or other indulgence or consideration. Failure by the Purchaser to comply with this Clause shall constitute a breach entitling the Vendor to terminate this Contract.

..... Witness Guarantor
..... Name of Witness Name of Guarantor
..... Address of Witness	
..... Witness Guarantor
..... Name of Witness Name of Guarantor
..... Address of Witness	

59. PURCHASER REPRESENTATIVE

For the purposes of Part 4 Division 10 Conveyancing Act 1919 (NSW) the Purchaser's representative shall be the Purchaser's solicitor.

60. PARAMOUNTCY

The provisions of these Special Condition will prevail over any inconsistent provisions elsewhere in the Contract for Sale of Land.



FOLIO: 4/1183225

SEARCH DATE	TIME	EDITION NO	DATE
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27/11/2020	12:49 PM	4	19/11/2020

LAND

LOT 4 IN DEPOSITED PLAN 1183225
AT HARRINGTON PARK
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF NARELLAN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1183225

FIRST SCHEDULE

SARJAN HOLDINGS PTY LTD (T AQ571002)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 H362130 LAND EXCLUDES MINERALS
- 3 DP870079 RESTRICTION(S) ON THE USE OF LAND
- 4 AH71753 EASEMENT TO DRAIN WATER 1.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE SITE DESIGNATED (A) IN PLAN WITH AH71753
- 5 DP1183225 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1183225 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 7 DP1183225 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: PP DP1257700.

*** END OF SEARCH ***

SURVEYING & SPATIAL INFORMATION REGULATION 2012 - CLAUSE 35 (1)(b) & 61(2)					
MARK	M.G.A. CO-ORDINATES	CLASS	ORDER	METHOD	ORIGIN
SM 45222	291426.553	623125.822	B	2	SCMS
SM 45229	291666.172	623186.033	B	2	SCMS
SM 131967	291485.880	623164.903	C	3	SCMS
SM 163530	291770.464	623167.193	C	4	SCMS
SM 176363	291604.438	623148.67	D	4	SCMS
SM 176364	291633.650	623125.373	D	4	SCMS

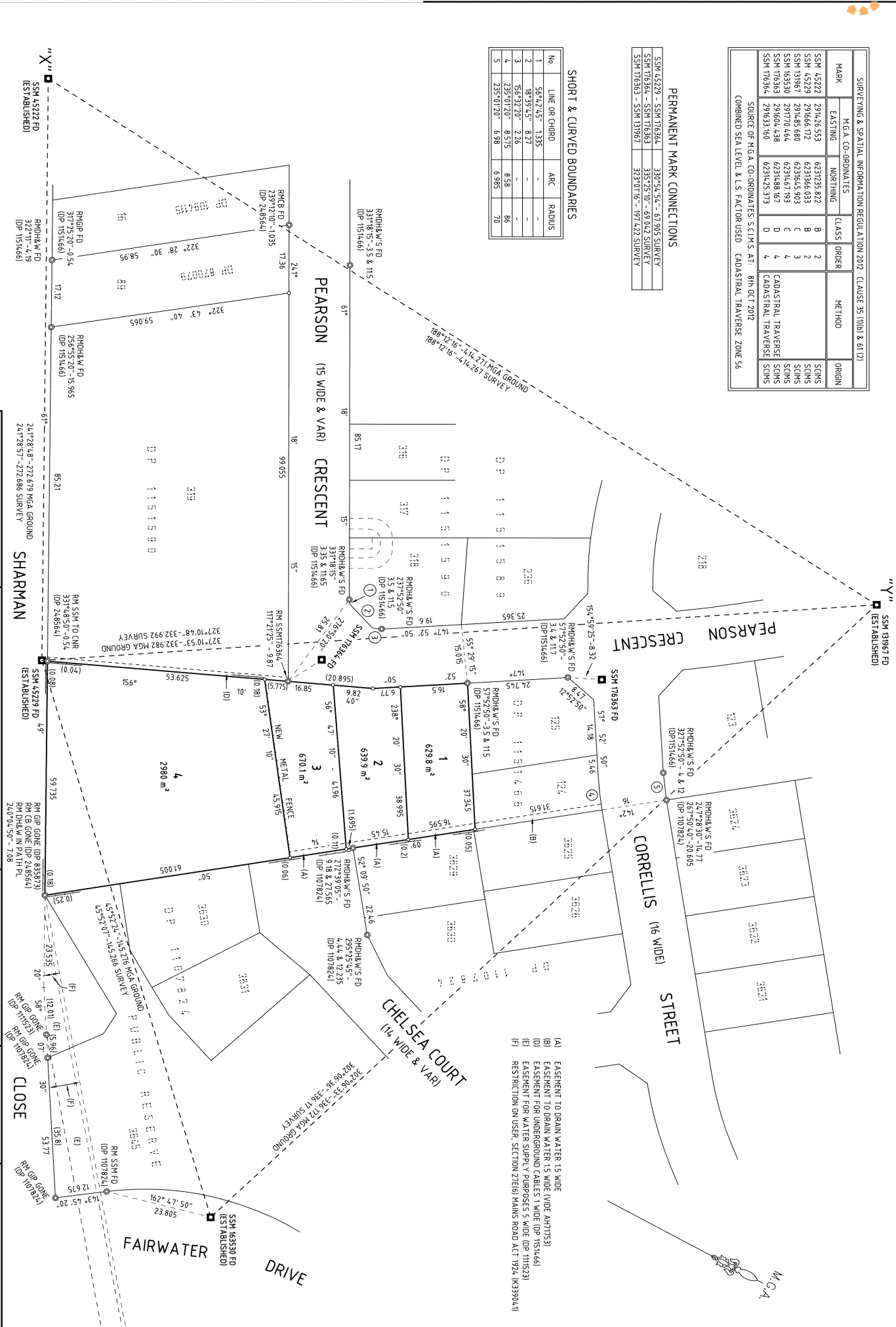
SOURCE OF M.G.A. CO-ORDINATES SCHEMS AT: 8th OCT 2012
 COMBINED SEA LEVEL & L.S. FACTOR USED: CADASTRAL TRAVERSE ZONE 56

PERMANENT MARK CONNECTIONS

SM 45229 - SM 176364	330°54'54" - 61.905 SURVEY
SM 176364 - SM 176363	335°25'30" - 69.002 SURVEY
SM 176363 - SM 131967	323°01'16" - 197.422 SURVEY

SHORT & CURVED BOUNDARIES

No.	LINE OR CHORD	ARC	RADIUS
1	56°42'57" - 1335	-	-
2	18°39'45" - 827	-	-
3	156°32'20" - 726	-	-
4	235°01'20" - 6575	858	86
5	235°01'20" - 698	6985	70



Surveyor: **TERRY EDWARD BARTLETT**
 Date of Survey: **9th NOV 2012**
 Surveyor's Ref: **210124 DP-04**

PLAN OF SUBDIVISION
 OF LOT 91 IN DP 870079

L.G.A.: **CAMDEN**
 Locality: **HARRINGTON PARK**
 Subdivision No: **2011/1408/1**
 Lengths are in metres. Reduction Ratio: 1:600

Registered
 14.10.2014

DP1183225


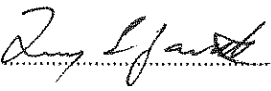
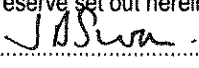
PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3/4 sheet(s)

<p>Registered:  14.10.2014</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p>Office Use Only</p> <p>DP1183225</p>
<p>PLAN OF SUBDIVISION OF LOT 91 IN DP 870079.</p>	<p>LGA: CAMDEN</p> <p>Locality: HARRINGTON PARK</p> <p>Parish: NARELLAN</p> <p>County: CUMBERLAND</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>Survey Certificate</p> <p>I, TERRY EDWARD BARTLETT of Cardno (NSW/ACT), 203 Pacific Hwy, ST LEONARDS NSW 2065 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>* (a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 9th NOVEMBER 2012.</p> <p>* (b) The part of the land shown in the plan ([^]being/excluding) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation.</p> <p>* (c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature:  Dated: 9.11.2012</p> <p>Surveyor ID: 438</p> <p>Datum Line: "X" (SSM 45222) - "Y" (SSM 13197)</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>[^]Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p>Subdivision Certificate</p> <p>I, <u>Jeremy Swan</u> *Authorised Person/General Manager/Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: <u>Camden Council</u></p> <p>Date of endorsement: <u>12/09/14</u></p> <p>Subdivision Certificate number: <u>2011/1408/1</u></p> <p>File number:</p> <p>*Strike through if inapplicable.</p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP 248564 DP 870079 DP 1104824 DP 1111523 DP 1151466 DP 1151590</p> <p>If space is insufficient continue on PLAN FORM 6A</p>
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p>	<p>Surveyor's Reference: 210124 DP-01</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of ³ sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  14.10.2014</p> <p>PLAN OF SUBDIVISION OF LOT 91 IN DP 870079.</p> <p>Subdivision Certificate number: <u>2011/1408/1</u></p> <p>Date of Endorsement: <u>12/09/14</u></p>	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 24pt;">DP1183225</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE:-

- 1) EASEMENT TO DRAIN WATER 1.5 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

Lot	Street Number	Street Name	Street Type	Locality
1	N/A	Pearson	Crescent	Harrington Park
2	N/A	Pearson	Crescent	Harrington Park
3	N/A	Pearson	Crescent	Harrington Park
4	N/A	Sharman	Close	Harrington Park

JASwan

If space is insufficient use additional annexure sheet

Surveyor's Reference: 210124 DP-01


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of ³4 sheet(s)

Registered:  14.10.2014

Office Use Only

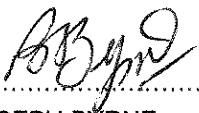
Office Use Only

PLAN OF SUBDIVISION OF LOT 91 IN
DP 870079.

DP1183225

- 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: 2011/1408/1
Date of Endorsement: 17/9/14



BERNARD JOSEPH BYRNE



BARBARA JUNE BYRNE

I certify that the persons signing above, as to whose identity I am satisfied, signed the instrument in my presence.



SIGNATURE OF WITNESS

PETER WILLIAM LEAN

NAME OF WITNESS

38/27 PENINSULA DR

BREAKFAST POINT

ADDRESS OF WITNESS



If space is insufficient use additional annexure sheet

Surveyor's Reference: 210124 DP-01

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 AS AMENDED.**

Lengths are in metres

(Sheet 1 of 4 sheets)

Plan:

DP1183225

Plan of Subdivision of Lot 91 in DP 870079
 covered by Subdivision Certificate No. 2011/1408/1
 Dated 15/09/14

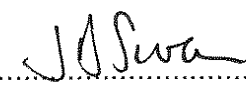
**Full name and address of
 proprietors of the land**

Bernard Joseph BYRNE
 Barbara June BYRNE
 50 Sharmon Close
 HARRINGTON PARK NSW 2567

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide	3 2 1	4 3 & 4 2, 3 & 4
2	Restriction on the Use of Land	1, 2, 3 & 4	Camden Council
3	Restriction on the Use of Land	1, 2, 3 & 4	Camden Council
4	Restriction on the Use of Land	2 & 3	Camden Council
5	Restriction on the Use of Land	3	4

Approved by Camden Council



 (Authorised Officer)

Lengths are in metres

ePlan
(Sheet 2 of 4 sheets)

Plan:

DP1183225

Plan of Subdivision of Lot 91 in DP 870079
covered by Subdivision Certificate No. 2011/1408/1
Dated 15/09/14

PART 2 (Terms)

Terms of easement, profit a prendre, restriction or positive covenant numbered 1 in the plan:

Notwithstanding the terms of easements to drain water as set out in Part 3 Schedule 8 of the Conveyancing Act 1919, no alteration to surface levels of the site of the easement shall be permitted without the written consent of Camden Council being firstly obtained.

Terms of easement, profit a prendre, restriction or positive covenant numbered 2 in the plan:

All work that includes earthworks, landscaping, construction of dwellings, public infrastructure, at the subject site must be undertaken in accordance with "Section 6 – Salinity Management Plan" of the report titled "Salinity Management Plan: Sharman Close Harrington Park, Prepared for Nepean Quarries Pty Ltd, Prepared by SMEC Testing Services Pty Ltd, Report No 07/1549, Dated November 2007". The only exception to the SMP is that for "Concrete Floor Slabs" for dwellings, there must be a "Damp Proof Membrane" (rather than a Vapour Proof Membrane) laid under the slab. Compliance with the above must be demonstrated for each residential development application.

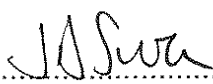
Terms of easement, profit a prendre, restriction or positive covenant numbered 3 in the plan:

That the footings for any proposed structure/dwelling must be designed and certified by an accredited Structural Engineer.

Terms of easement, profit a prendre, restriction or positive covenant numbered 4 in the plan:

- (1) **Acoustic treatment of dwellings.** To achieve satisfactory internal and external acoustic amenity, future dwellings on the lots burdened are required to comply with the construction and siting requirements of the acoustic report prepared by Renzo Tonin & Associates included as Appendix 9 of the Statement of Environmental Effects prepared by Cardno, job number YN210124, dated November 2011. Details of compliance shall be forwarded to the certifying authority for approval with the Construction Certificate application.

Approved by Camden Council

.....

(Authorised Officer)

Lengths are in metres

ePlan
(Sheet 3 of 4 sheets)

Plan:

DP1183225

Plan of Subdivision of Lot 91 in DP 870079
covered by Subdivision Certificate No. 2011/1408/1
Dated 15/09/14

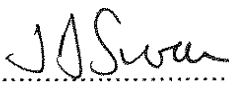
- (2) **Mechanical Ventilation.** For dwellings on the lots burdened, where windows are required to be closed to meet internal noise goals, the provision of alternative ventilation (possibly mechanical provided there is a fresh air intake) that meets the requirements of the Building Code of Australia (BCA) will need to be provided to habitable rooms on these facades to ensure fresh airflow inside dwellings when windows are closed. Consultation with a mechanical engineer to ensure compliance with the BCA and AS1668 may be required. Compliance with the above ventilation requirement is to be demonstrated for each future dwelling application on the lot.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easements or restrictions numbered 1, 2, 3 & 4 in the plan is **CAMDEN COUNCIL**.

Terms of easement, profit a prendre, restriction or positive covenant numbered 5 in the plan:

No 2 Storey dwelling can be erected on the lot burdened.

Approved by Camden Council


.....
(Authorised Officer)

Lengths are in metres

ePlan
(Sheet 4 of 4 sheets)

Plan:

DP1183225

Plan of Subdivision of Lot 91 in DP 870079
covered by Subdivision Certificate No. 2011/1A08/1
Dated 15/09/14


.....
BERNARD JOSEPH BYRNE


.....
BARBARA JUNE BYRNE

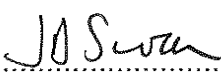
I certify that the persons signing above, as to whose identity I am satisfied, signed the instrument in my presence.


.....
SIGNATURE OF WITNESS

PETER WILLIAM LEARY
.....
NAME OF WITNESS

38/27 PENINSULA DRIVE
.....
BREAKFAST POINT
.....
ADDRESS OF WITNESS

Approved by Camden Council

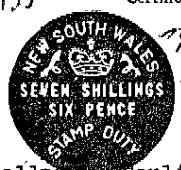

.....
(Authorised Officer)

REGISTERED  14.10.2014

Lodgment :
Endorsement :
Certificate :



R.P. 13. No. 362130
New South Wales
MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)



1/2 22/10/59
1/2 22/10/59
1/2 22/10/59

I, VIVIAN GEORGE MORTIMER RUDD of Narellan, Poultry Farmer,

(herein called transferor)

being registered as the proprietor of an estate in fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **FOUR THOUSAND THREE HUNDRED AND FIFTY POUNDS** (£ 4,350.) (the receipt whereof is hereby acknowledged) paid to me by

the transferees hereinafter named _____ do hereby transfer to

BERNARD BYRNE of Narellan, Cafe Proprietor and **BARBARA JUNE BYRNE** his wife, _____ (herein called transferee)^o **As Joint Tenants**

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

County.	Parish.	Reference to Title			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
<u>CUMBERLAND</u>	<u>NARELLAN</u>	<u>WHOLE</u>	<u>3961</u>	<u>140</u>	✓

Excepting and reserving unto the Transferor all mines veins and seams of coal and other minerals ~~and all oil and natural gas~~ ENCUMBRANCES, &c., REFERRED TO.

NIL

Signed at Camden the 19th day of November, 1959.

'Signed in my presence by the transferor WHO IS PERSONALLY KNOWN TO ME

Vivian Rudd
Transferor.*

*Signed _____

Signed in my presence by the transferee WHO IS PERSONALLY KNOWN TO ME

[Signature]
Transferee(s).
WHOSE SIGNATURE CAN NOT BE OBTAINED WITHOUT DIFFICULTY AND CARE.

THIS SPACE TO BE LEFT FREE FROM NOTATION.

NOT TO BE ALTERED BY ERASURE—See Foot Note.

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

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

State in full the name of the person who furnished the consideration money.

Show in BLOCK LETTERS the full name, position, address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General. Where these records are inadequate for the purpose, a suitable plan may be enclosed hereon, or furnished as an annexure signed by the parties and their signatures witnessed.

Where the consent of the local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

A very short note will suffice.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or a Commissioner for Affidavits to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see Section 107 of the Real Property Act 1900-1956, Section 168 of the Conveyancing Act, 1919-1954 and Section 52A of the Evidence Act 1898-1954.

Repeat attestation if necessary.

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

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

65143
1/2 22/10/59

H 362130



No. **H 362130** LODGED BY

PARTIAL DISCHARGE OF MORTGAGE^h
 (N.B.—Before execution read marginal note.)

I, _____ mortgagee under Mortgage No. _____
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

^h This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 _____
 Signed in my presence by _____

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.
 (To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.^l

Signed at _____ the _____ day of _____ 19 _____
 Signed in the presence of— _____

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

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS^j

Appeared before me at _____, the _____ day of _____, one thousand nine hundred and _____ the attesting witness to this instrument and declared that he personally knew _____ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____ is _____ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

^j To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

COPIES FOR DEPARTMENTAL USE

INDEXED <i>A</i>	MEMORANDUM OF TRANSFER <i>Resvg. mines veins & seams of coal & other minerals</i>	DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.		
	Checked by <i>[Signature]</i>	Particulars in Register Book, Volume <i>3961</i> Folio <i>140</i>	1 <i>clt</i> 4 _____ } Received Docs. Nos.	
		Passed (in S.D.B.) <i>[Signature]</i>	M.P.D. the <i>21st</i> day of <i>June</i> 19 <i>60</i> at _____	2 <i>7/1</i> 5 _____ } Receiving Clerk.
				Signed by <i>[Signature]</i>

PROGRESS RECORD.

	Initials	Date
Sent to Survy Branch		
Received from Record		
Draft written ...	<i>[Signature]</i>	<i>24/5</i>
Draft examined ...	<i>[Signature]</i>	<i>1/6/60</i>
Diagram prepared ...	<i>[Signature]</i>	<i>4/6/60</i>
Diagram examined ...	<i>[Signature]</i>	<i>11/20/6</i>
Draft forwarded ...		
Supt. of engrossers ...		
Cancellation Clerk ...		

EXTRA FEES
 Dissem
 Extra Folios
 22 JUN 1960

FEES.
 The Fees, which are payable on lodgment, are as follows:—
 (a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 7s. 6d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 7s. is made for every Certificate of Title or Crown Grant after the first.
 (b) A supplementary charge of 10s. is made in each of the following:—
 (i) where a restrictive covenant is imposed; or
 (ii) a new easement is created; or
 (iii) a partial discharge of mortgage is endorsed on the transfer.
 (c) Where a new Certificate of Title must issue the scale charges are:—
 (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
 (ii) £2 10s. 6d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
 (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
 Where the engrossing exceeds 15 folios, an amount of 5s. per folium extra fee is payable.

H 362131 to follow.

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

Lengths are in metres

(Sheet 1 of 1 Sheet)

DP 870079

Full name and address of
Proprietor of the land

Plan of Subdivision of Lot 1 in
D.P. 720738, Lots 1 & 2 in
DP 516098 and Lot 9
in DP 610420
Bernard Joseph Byrne
Barbara June Byrne
40 Sharman Close
NARELLAN NSW 2567

PART 1

1. Identity of restriction firstly referred to
in the abovementioned plan

Restriction on the use of land

Schedule of lots etc. affected

Lots burdened

90, 91

Authority benefited

Camden Council

PART 2

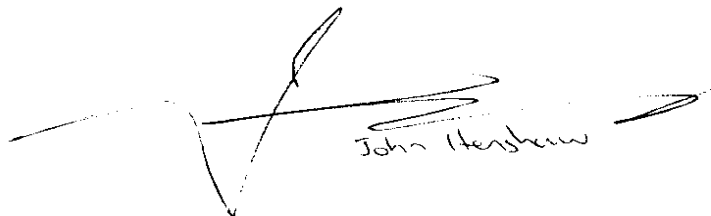
1. Terms of restriction firstly referred to in abovementioned plan

No development take place on the lots hereby burdened unless suitable interallotment drainage be incorporated in that development to drain the stormwater from the lots hereby burdened to the satisfaction of Camden Council.

NAME OF AUTHORITY whose consent is required to modify, vary or release the restriction firstly referred to in the abovementioned plan.

CAMDEN COUNCIL

SIGNED by Bernard Joseph Byrne
and Barbara June Byrne who
are personally known to me in
the presence of:



John Hershaw

REGISTERED  **MB 7.8.1997**



Form: 01TG
Release: 3-0

TRANSFER GRANTING EASEMENT

New South Wales
Real Property Act 1900

AH71753U

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**
RELOADED
20 AUG 2012
(B) **LODGED BY**
TIME: 14:50

Servient Tenement FOLIO IDENTIFIER 124/1151466	Dominant Tenement FOLIO IDENTIFIER 91/870079
--	--

(E) **DESCRIPTION OF EASEMENT**
TIME: 11:15

Document Collection Box S102	Name, Address or DX, Telephone, and Customer Account Number if any Marsdens Law Group Campbelltown 123184 Reference: 4985971	CODE TG
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~~PASTORAL COMPANY QUARRIES~~
NEPEAN QUARRIES PTY LIMITED IN 9/10 SHARE. DAVID JOHN PURTLE & ANNE LOUISE PURTLE AS JOINT TENANTS IN 1/10 SHARE. AS TENANTS IN COMMON

The transferor acknowledges receipt of the consideration of \$ 1.00 and transfers and grants—

EASEMENT TO DRAIN WATER 1.5 METRES ~~± VARIABLE~~ AS PER DIAGRAM ATTACHED HERETO AND MARKED "A"

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

(F) Encumbrances (if applicable):
(G) **TRANSFeree**
BERNARD JOSEPH BYRNE & BARBARA JUNE BYRNE

DATE _____

(H) I certify I am an eligible witness and that the transferor signed this dealing in my presence.
[See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness: Jock Purtle
Name of witness: Jock Purtle
Address of witness: 235 McKee Road Theresa Park

Signature of transferor: [Signature]
[Signature]
[Signature]

I certify I am an eligible witness and that the transferee signed this dealing in my presence.
[See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the transferee.

Signature of witness: [Signature]
Name of witness: PETER LEAN
Address of witness: 38/27 PENINSULA DRIVE BREAKFAST POINT

Signature of transferee: [Signature]

CT 1200 425P
(124/1151466)

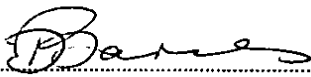
ANNEXURE "A" TO TRANSFER GRANTING EASEMENT

Parties: **Transferor** Nepean Pastoral Company Pty Limited (ABN 16 001 707 295) David John Purtle and Anne Louise Purtle and **Transferee** Bernard Joseph Byrne and Barbara June Byrne

Dated:

Commonwealth Bank of Australia
A.C.N 123 123 124 by its duly appointed
Attorney under Power of Attorney
No. 686 Book 4347 who declares that he/she
has not received notice of revocation of the power


Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.


.....
Name of Attorney: Diane Barnes
Title: Manager of Business Lending Support

Corporation: Nepean Pastoral Company Pty Limited (ABN 16 001 707 295)

Authority: Section 127 of Corporations Act 2001


Signature of authorised person:


DAVID NOEL FULLER
DIRECTOR

Name of authorised person:

Office held:

Signature of authorised person:

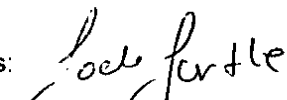

CAMPBELL MACKENZIE EDMONDSON
SECRETARY

Name of authorised person:

Office held:

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.


Signature of witness:


Name of witness: Jack PURTLE
Address of witness: 235 McKee Road Theresa Park

Name of witness:
Address of witness

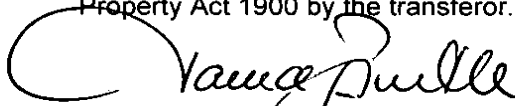
I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am Otherwise satisfied, signed this instrument in my presence.

Signature of witness:

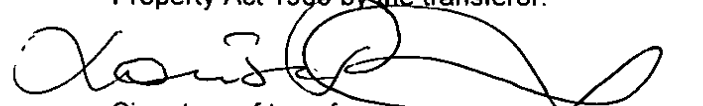

Name of witness: Jack PURTLE
Address of witness: 235 McKee Road Theresa Park

Name of witness:
Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the transferor.


Signature of transferor:
David John Purtle

Certified correct for the purposes of the Real Property Act 1900 by the transferor.


Signature of transferor:
Anne Louise Purtle

ANNEXURE A

PLAN SHOWING SITE OF PROPOSED EASEMENT TO DRAIN
WATER 1.5 WIDE WITHIN LOT 124 IN DP 1151466

SCALE 1:250

CORRELLIS STREET
(16 WIDE)

M.G.A.

57° 52' 50" A 8.58
5.46 R 86

125
DP 1151466

124
DP 1151466

3625
DP 1107824

14.2°
09'
50"
31.07

14.2°
09'
50"
31.46

14.2°
09'
50"
31.615

58° 20' 30"
14.08

91
DP 870079

3629
DP 1107824

x DP

x LP

x DN

(A) PROPOSED EASEMENT TO DRAIN WATER 1.5 WIDE

x CE

TERRY BARTLETT
REGISTERED SURVEYOR



Cardno (NSW / ACT) Pty Ltd

ABN: 95 001 145 035
Level 9, The Forum
203 Pacific Hwy,
St. Leonards NSW 2065 Australia
Phone (+61 2) 9486 7700
Fax (+61 2) 9436 5170
Email: sydney@cardno.com.au



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

APPLICANT: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Certificate number: 20205414
Receipt number: 99999
Certificate issue date: 30/11/2020
Certificate fee: \$133.00
Applicant's reference: 200644
Property number: 1165286

DESCRIPTION OF PROPERTY

Land Description: LOT: 4 DP: 1183225
Address: 50 Sharman Close HARRINGTON PARK 2567

BACKGROUND INFORMATION

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

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPS

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

LOCAL ENVIRONMENTAL PLANS (LEP'S)

Camden Local Environmental Plan 2010.

STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

SEPP No 19 - Bushland in Urban Areas

SEPP No 21 - Caravan Parks

SEPP No 33 - Hazardous and Offensive Development

SEPP No 50 - Canal Estates

SEPP No 55 - Remediation of Land

SEPP No 64 - Advertising and Signage

SEPP No 65 - Design Quality of Residential Apartment Development

SEPP No 70 - Affordable Housing (Revised Schemes)

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

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (State Significant Precincts) 2005

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011

SEPP (Educational Establishments and Child Care Facilities) 2017

SEPP (Vegetation in Non-Rural Areas) 2017

SEPP (Concurrences and Consents) 2018

SEPP (Primary Production and Rural Development) 2019

SEPP (Western Sydney Aerotropolis) 2020

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

DEEMED STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

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

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

DRAFT LOCAL ENVIRONMENTAL PLAN (LEP'S)

Draft Stage 1 Camden Local Environmental Plan 2010 Amendment

DRAFT STATE ENVIRONMENTAL PLANNING POLICY (SEPP'S)

SEPP (Exempt and Complying Development Codes) Housekeeping Amendment 2008

SEPP (Environment) 2017

SEPP (Remediation of Land) 2018

SEPP (Short Term Rental Accommodation) 2019

SEPP (Housing Diversity) 2020

SEPP (Infrastructure) Amendment (Health Services Facilities) 2020

SEPP (Educational Establishments and Child Care Facilities) Amendment 2020

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

DEVELOPMENT CONTROL PLANS

Camden Development Control Plan 2019, as amended

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

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

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

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

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

Objectives of zone

- * To provide for the housing needs of the community within a low density residential environment.
- * To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- * To allow for educational, recreational, community and religious activities that support the wellbeing of the community.
- * To minimise conflict between land uses within the zone and land uses within adjoining zones.

B. Permitted without consent

Home occupations.

C. Permitted with consent

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

D. Prohibited

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

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

No.

F. Does the land include or comprise critical habitat?

No.

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

No.

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

No.

3. COMPLYING DEVELOPMENT

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

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

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

HOUSING CODE

Complying development MAY be carried out on the land.

LOW RISE HOUSING DIVERSITY CODE

Complying development MAY be carried out on the land.

RURAL HOUSING CODE

Complying development MAY be carried out on the land.

GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land.

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

INLAND CODE

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

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development MAY be carried out on the land.

COMMERCIAL AND INDUSTRIAL NEW BUILDINGS AND ADDITIONS CODE

Complying development MAY be carried out on the land.

CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land.

SUBDIVISION CODE

Complying development MAY be carried out on the land.

DEMOLITION CODE

Complying development MAY be carried out on the land.

FIRE SAFETY CODE

Complying development MAY be carried out on the land.

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

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

Not Applicable.

5. MINE SUBSIDENCE

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

No.

6. ROAD WIDENING AND ROAD REALIGNMENT

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

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

No.

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

Is the land affected by a policy:

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

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

LAND SLIP

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

BUSHFIRE

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

TIDAL INUNDATION

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

SUBSIDENCE

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

ACID SULPHATE SOILS

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

OTHER RISK

Contamination:

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

Salinity:

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

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

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

No.

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

No.

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

8. LAND RESERVED FOR ACQUISITION

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

No.

9. CONTRIBUTION PLANS

The name of each contributions plan applying to the land

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

Contributions Plan No 18 – Harrington Park Release Area: Community & Recreation Facilities.

9A. BIO-DIVERSITY CERTIFIED LAND

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

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

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

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

10. BIODIVERSITY STEWARDSHIP SITES

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

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

No.

10A. NATIVE VEGETATION CLEARING SET ASIDES

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

No.

11. BUSH FIRE PRONE LAND

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

No.

12. PROPERTY VEGETATION PLANS

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

No.

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

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

No.

14. DIRECTIONS UNDER PART 3A

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

No.

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

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

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

No.

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

No.

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

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

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

No.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

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

No.

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

No.

18. PAPER SUBDIVISION INFORMATION

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

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

Not Applicable.

19. SITE VERIFICATION CERTIFICATES

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

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

No.

20. LOOSE-FILL ASBESTOS INSULATION

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

No.

21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

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

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

No, there is no affected building notice of which Council is aware that is in force in respect to this land.

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

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

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

No, there is no affected building notice of which Council is aware that is in force in respect to this land.

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

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

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

No.

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

No.

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

No.

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

No.

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

No.

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

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

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

No.

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

No.

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

No.

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

No.

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

No.

INFORMATION PROVIDED UNDER SECTION 10.7(5) OF THE ACT:

OTHER INFORMATION

1. Western Sydney Airport and Western Sydney Aerotropolis

On 15 April 2014 the Federal Government confirmed that the site of Western Sydney's new airport will be Badgerys Creek. A draft Environmental Impact Statement (EIS) and draft Airport Plan were on public exhibition from 19 October to 18 December 2015.

On 15 September 2016 the final EIS was presented to the Commonwealth Minister for the Environment and Energy. On 11 November the Minister provided a notice of environmental conditions to be placed on the airport development.

On 12 December 2016 the Minister for Urban Infrastructure determined the Western Sydney Airport Plan. This determination provides the authorisation to allow the construction and operation of stage 1 of the proposed airport (a single runway facility expected to be operational in the mid-2020s).

The Stage 1 Land Use and Infrastructure Implementation Plan (LUIIP) was exhibited between 21 August 2018 and 2 November 2018 by the Department of Planning, Industry and Environment. This plan provided an overview of future land uses and the proposed sequence of development to ensure new jobs and homes are delivered in time with infrastructure.

Between 6 December 2019 and 13 March 2020, the Western Sydney Aerotropolis Plan (WSAP) was exhibited by the Department of Planning, Industry and Environment. The WSAP sets the planning framework for the Western Sydney Aerotropolis and builds upon the exhibited LUIIP for the Aerotropolis.

On 1 October 2020, State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 (SEPP) was gazetted. The SEPP provides the primary development controls for the Aerotropolis and zones land for urban, environmental, recreational and infrastructure purposes. The SEPP also establishes development controls for land outside of the Aerotropolis to ensure that development or activities in the vicinity of the Airport do not negatively impact future airport operations. Part 3 of this SEPP sets out development controls which applies to land within the Camden LGA.

Further information on Western Sydney Aerotropolis is available at <https://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/Western-Sydney-Aerotropolis>, or from the Commonwealth Department of Infrastructure, transport, Regional Development and Communications at www.infrastructure.gov.au.

2. Outer Sydney Orbital Corridor Identification, North South Rail Line and South West Rail Link Extension Corridor Identification

On 26 March 2018, the NSW Government released for comment a recommended corridor of land for the Outer Sydney Orbital, North South Rail Line and South West Rail Link Extension which may affect land in the Camden Local Government Area (LGA).

On 22 June 2018, the NSW Government announced a revised corridor of land for the Outer Sydney Orbital in response to community feedback.

On 30 June 2020, the NSW Government confirmed the final corridors to support the delivery of the proposed Sydney Metro – Western Sydney Airport project, South West Rail Link Extension and Western Sydney Freight Line. The North South Rail Line Corridor is proposed to run from the Western Sydney Airport to Macarthur, with a tunnel from Oran Park. The South West Rail Link Extension will extend the existing passenger rail line from Leppington Station to the Aerotropolis. A new State Environmental Planning Policy identifies the land that is intended to be used in the future as an infrastructure corridor.

The State Environmental Planning Policy (Major Infrastructure Corridors) 2020 identifies the location, and relevant planning controls applying to land identified within the North South Rail Line and South West Rail Link Extension corridors, including land within the Camden LGA. The identification of the Outer Sydney Orbital Corridor was not included in this State Environmental Planning Policy.

Further information is available at www.transport.nsw.gov.au/corridors

3. Miscellaneous Information

* Coal Seam Gas Extraction:

Coal Seam Gas Extraction takes place within the Camden Local Government Area. Enquiries may be made to AGL Gas Production (Camden) Pty Limited, or the relevant the licence holder, as to the location of gas wells. In February 2016 AGL announced that it will cease production at the Camden Gas Project in 2023, and that the wells will be progressively decommissioned and the sites rehabilitated.

* Contamination Information:

In relation to Council's policy 'Management of Contaminated Lands' there are report/s and information which may apply to the land. Further details can be obtained from Council, please contact Council's customer service.

Note: The report/s and information which apply to the land may be either:

- * Preliminary detailed contamination investigations, identifying whether there is, was or was not any contamination or potential contaminating activities affecting the land;
- * Remediation action plans setting out works required to deal with any contamination and make the land suitable for its intended use;
- * Validation reports and / or independent site audits which verify the satisfactory completion of remediation or decontamination works;
- * Environmental Management Plans.

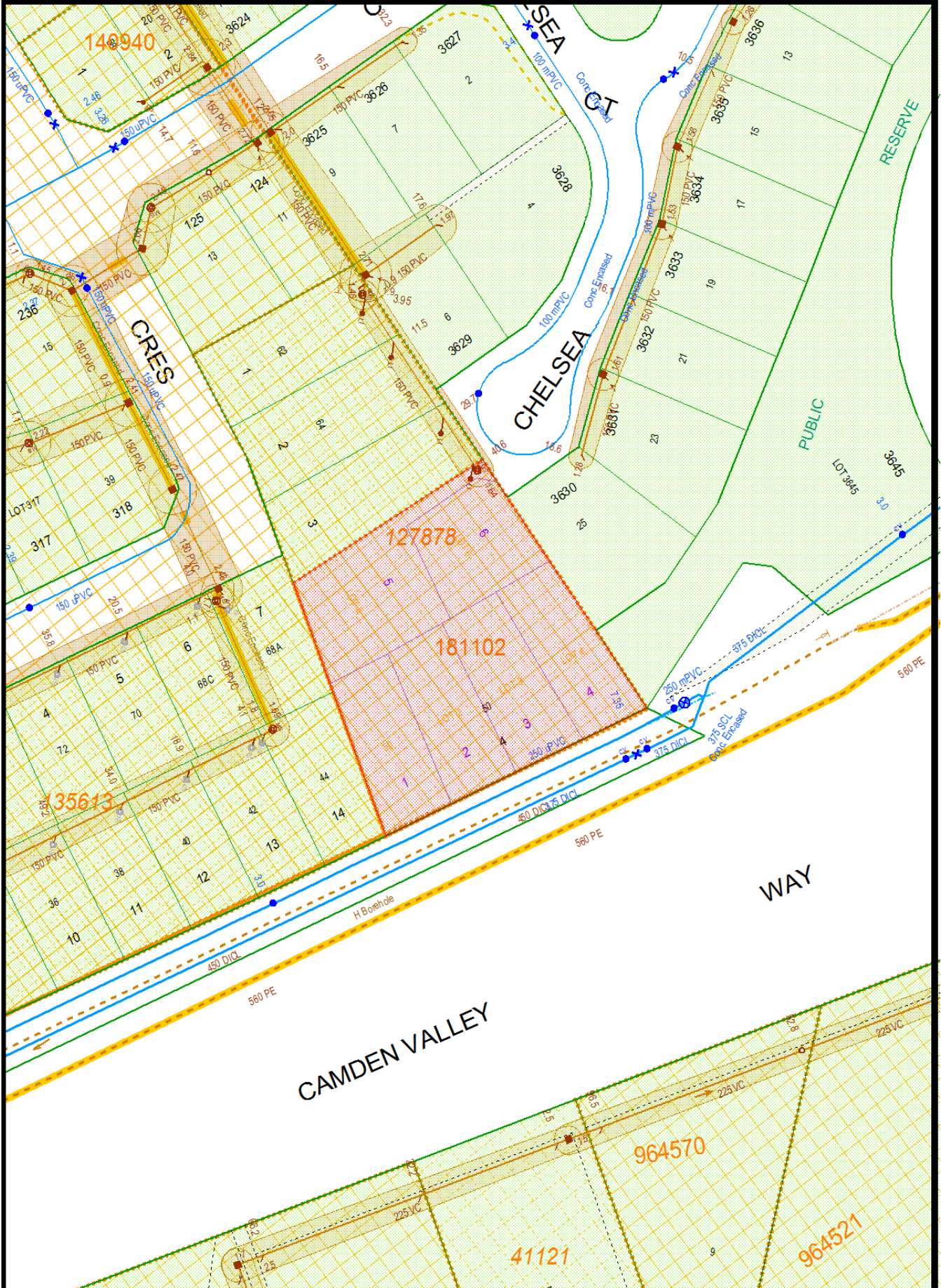
DISCLAIMER AND CAUTION

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

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

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

Ron Moore
General Manager



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.

Application: 10598226
Your Ref: 200644

02 December 2020

**Property details: 50 Sharman Cl Harrington Park NSW 2567
LOT 4 DP 1183225**

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services
Customer Services

Disclosure Statement – Off the Plan Contracts

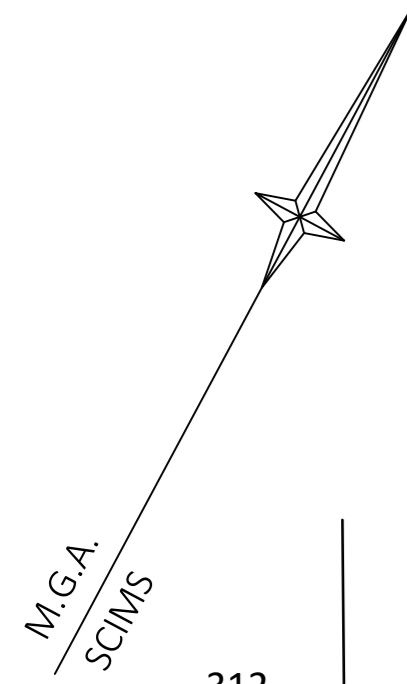
This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	
PROPERTY	

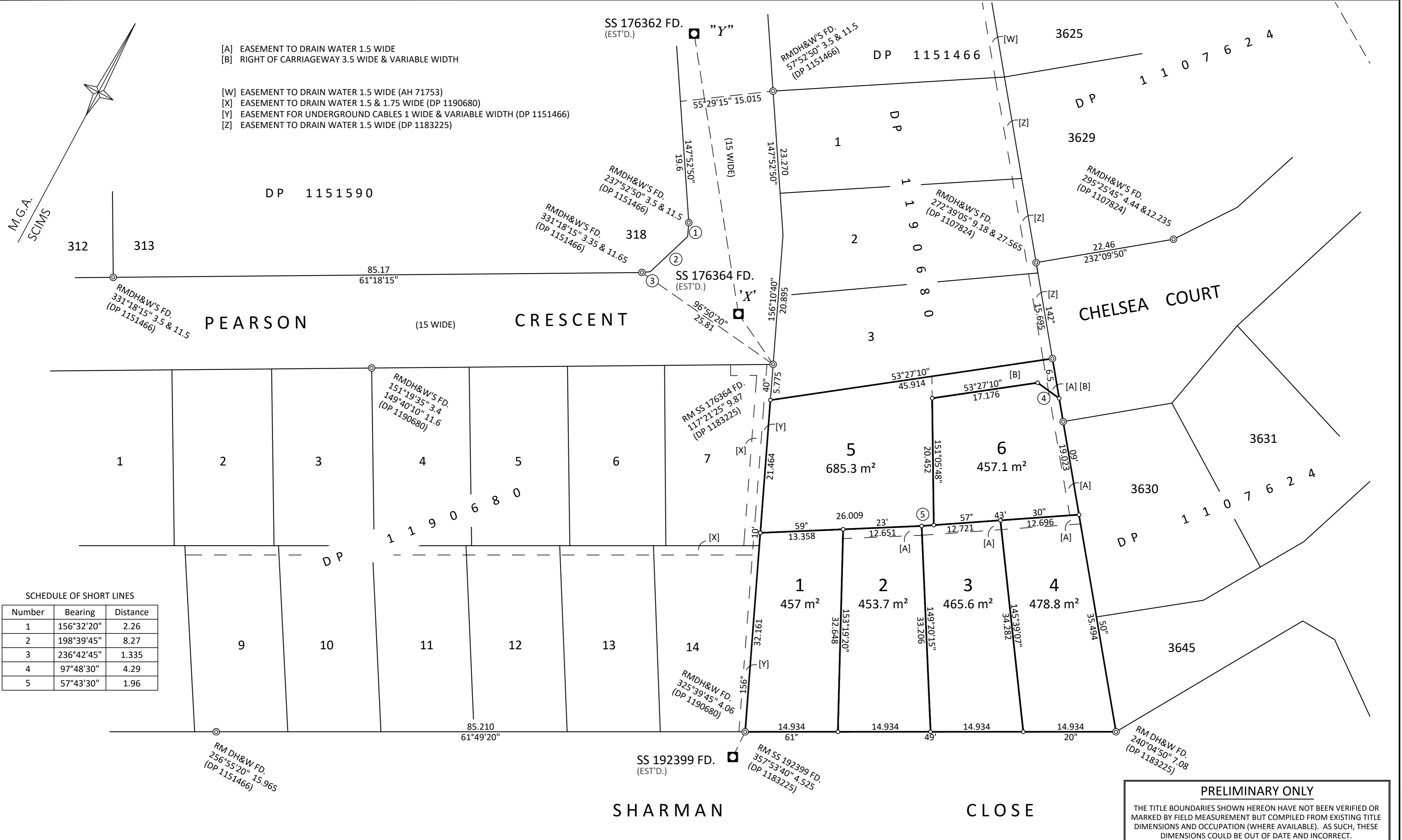
TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	No Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	No Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	No Yes If Yes, please specify scheme type:

DETAILS					
Completion			Refer to clause(s):		
Is there a sunset date?	No Yes	Can this date be extended?	No Yes	Refer to clause(s):	
Does the purchaser pay anything more if they do not complete on time?	No Yes	Provide details, including relevant clause(s) of contract:			
Has development approval been obtained?	No Yes	Development Approval No:			
Has a principal certifying authority been appointed?	No Yes	Provide details:			
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	No Yes	Provide details, including relevant clause(s) of contract:			

ATTACHMENTS <i>(s66ZM(2) of the Conveyancing Act 1919)</i>	
The following prescribed documents are included in this disclosure statement <i>(select all that apply)</i>.	
draft plan s88B instrument proposed to be lodged with draft plan proposed schedule of finishes draft strata by-laws draft strata development contract	draft community/precinct/neighbourhood/management statement draft community/precinct/neighbourhood/development contract draft strata management statement draft building management statement



- [A] EASEMENT TO DRAIN WATER 1.5 WIDE
- [B] RIGHT OF CARRIAGEWAY 3.5 WIDE & VARIABLE WIDTH
- [W] EASEMENT TO DRAIN WATER 1.5 WIDE (AH 71753)
- [X] EASEMENT TO DRAIN WATER 1.5 & 1.75 WIDE (DP 1190680)
- [Y] EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE WIDTH (DP 1151466)
- [Z] EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1183225)



SCHEDULE OF SHORT LINES

Number	Bearing	Distance
1	156°32'20"	2.26
2	198°39'45"	8.27
3	236°42'45"	1.335
4	97°48'30"	4.29
5	57°43'30"	1.96

COORDINATE SCHEDULE

MARK	MGA COORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
SS 176362	291534.534	6231557.569	C	-	SCIMS	FOUND
SS 176364	291633.646	6231426.819	C	-	SCIMS	FOUND
SS 192399	291666.574	6231363.417	D	-	SCIMS	FOUND

DATE OF SCIMS COORDINATES: 30/11/2020 MGA ZONE: 56 MGA DATUM: GDA2020
COMBINED SCALE FACTOR: 1.000119

SURVEYOR
Name: GREGORY JOHN BOOT
Date: 30/11/2020
Reference: 6029

PLAN OF SUBDIVISION OF
LOT 4 IN DP 1183225

L.G.A: CAMDEN
Locality: HARRINGTON PARK
Reduction Ratio 1: 400
Lengths are in metres

REGISTERED

PPN DP1257700

PRELIMINARY ONLY
THE TITLE BOUNDARIES SHOWN HEREON HAVE NOT BEEN VERIFIED OR MARKED BY FIELD MEASUREMENT BUT COMPILED FROM EXISTING TITLE DIMENSIONS AND OCCUPATION (WHERE AVAILABLE). AS SUCH, THESE DIMENSIONS COULD BE OUT OF DATE AND INCORRECT.
DIMENSIONS AND AREAS ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY.
THIS PLAN IS A DRAFT ONLY AND IS NOT CHECKED OR REGISTERED BY NSW LAND REGISTRY SERVICES. ALTERATIONS MAY BE REQUIRED PRIOR TO ITS ACCEPTANCE AND REGISTRATION.

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

(Sheet 1 of 4 sheets)

Plan: **PLAN OF SUBDIVISION OF LOT 4 IN DP 1183225 COVERED BY SUBDIVISION CERTIFICATE No.DATED**

Full Name and Address of the Registered Proprietors of the Land: **SARJAN HOLDINGS PTY LTD (ADDRESS LINE 1) (ADDRESS LINE 2)**

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	EASEMENT TO DRAIN WATER 1.5 WIDE	LOT 2	LOT 1
		LOT 3	LOTS 1 & 2
		LOT 4	LOTS 1, 2 & 3
		LOT 6	LOTS 1, 2, 3 & 4
		LOT 5	LOTS 1, 2, 3, 4 & 6
2.	RIGHT OF CARRIAGEWAY 3.5 WIDE AND VARIABLE	LOT 5	LOT 6
3.	RESTRICTION ON THE USE OF LAND	LOT 4	CAMDEN COUNCIL

Plan:

**PLAN OF SUBDIVISION OF
LOT 4 IN DP 1183225
COVERED BY SUBDIVISION
CERTIFICATE No.DATED**

PART 2

1. Terms of Easement Firstly referred to in the abovementioned plan.

Terms as per Part 3 Schedule 8 of the Conveyancing Act 1919.

NAME OF AUTHORITY EMPOWERED TO VARY, MODIFY OR RELEASE THE ABOVE TERMS OF REFERENCE IN THE ABOVE MENTIONED PLAN

Camden Council

2. Terms of Right of Carriageway Secondly referred to in the abovementioned plan.

Terms as per Part 1 Schedule 8 of the Conveyancing Act 1919.

NAME OF AUTHORITY EMPOWERED TO VARY, MODIFY OR RELEASE THE ABOVE TERMS OF REFERENCE IN THE ABOVE MENTIONED PLAN

Camden Council

3. Terms of Restriction Thirdly referred to in the abovementioned plan.

Stipulating dividing fence type of lands adjoin public reserve....terms to be finalised

NAME OF AUTHORITY EMPOWERED TO VARY, MODIFY OR RELEASE THE ABOVE TERMS OF REFERENCE IN THE ABOVE MENTIONED PLAN

Camden Council

Plan:

**PLAN OF SUBDIVISION OF
LOT 4 IN DP 1183225
COVERED BY SUBDIVISION
CERTIFICATE No.DATED**

Camden Council by its authorised delegate pursuant to S377 Local Government Act 1919.

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

.....
Signature of Delegate

.....
Signature of Witness

.....
Name of Delegate

.....
Name of Witness

.....
Position of Delegate
Camden Council

.....
Address of witness