

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	ONE AGENCY INFINITY PROPERTY GROUP 5/37 Dumaresq Street Campbelltown NSW 2560	phone 0424 589 933 fax ref Evdon Brentham
co-agent	Not Applicable	
vendor	JOHN MIR HOLDINGS PTY LIMITED (ACN 000 767 644) Suite 1B/9 Lyn Parade, Liverpool NSW 2170	
vendor's solicitor	MARSDENS LAW GROUP Level 1, 49 Dumaresq Street, Campbelltown NSW 2560 PO Box 291, Campbelltown NSW 2560 DX 5107 Campbelltown Email: pcrittenden@marsdens.net.au	phone (02) 4626 5077 fax (02) 4626 4826 ref PC:RC:435080
date for completion	SEE SPECIAL CONDITIONS	
land (address, plan details and title reference)	LOT [INSERT], LOT 10 MINCHINBURY TERRACE, EAGLE VALE NSW 2558 Lot [INSERT] in an unregistered plan which is part of a Plan of Subdivision of Lot 208 in Deposited Plan 1221972 (unregistered) being a Plan of Subdivision of Lot 108 in Deposited Plan 1223322 (unregistered) being a Plan of Subdivision of Lot 10 in Deposited Plan 1204833 PART Folio Identifier 10/1204833 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: VACANT LAND	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

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

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

vendor

witness

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

purchaser

JOINT TENANTS tenants in common in unequal shares

witness

ChoicesVendor 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):

Parties agree that the deposit be invested (clause 2.9) NO yes**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 extentMargin scheme will be used in making the taxable supply NO yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment) NO yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name: JOHN MIR HOLDINGS PTY LIMITED

Supplier's ABN: 90 000 767 644

Supplier's GST branch number (if applicable):

Supplier's business address: Suite 1B, 9 Lyn Parade, Liverpool NSW 2170

Supplier's email address: samuelmir@me.com

Supplier's phone number: (02) 4640 4337

Supplier's proportion of *GSTRW payment*: 100%**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate): \$Amount must be paid: AT COMPLETION at another time (specify):Is any of the consideration not expressed as an amount in money? NO yes

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

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

List of Documents

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

EXECUTION PAGE

Executed by John Mir Holdings Pty Limited (ACN 000 767 644) in accordance with section 127(1) of the Corporations Act by authority of its directors.

Director/Secretary (Signature)

Marie Mir

Name of Director/ Secretary

Director (Signature)

John Mir

Name of Director

Executed by **XXXXXX** in the presence of:

Witness (Signature)

XXXXXX (Signature)

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

2 Deposit and other payments before completion

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

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

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

2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

- 13.8.1 this sale is not a taxable supply in full; or
 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
 • the person who owned the land owned no other land;
 • the land was not subject to a special trust or owned by a non-concessional company; and
 • if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 14.6.1 the amount is to be treated as if it were paid; and
 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
 The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
 16.4 The legal title to the *property* does not pass before completion.

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

- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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

- 24 **Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 **Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Special Conditions

1 Definitions & Interpretation

1.1 Interpretation

In the event of any inconsistency between the terms of these Special Conditions and the Printed Clauses these Special Conditions will apply to the extent of any inconsistency, including with respect to any defined terms.

1.2 Amendments to Printed Clauses

The Printed Clauses are amended as follows:

- (1) Printed Clause 7.1.1 is deleted.
- (2) In Printed Condition 7.1.3 replace the words “14 days” with the words “7 days”.
- (3) Printed Clause 14.4.2 is deleted.
- (4) Printed Clause 30.4.3 is amended by deleting the words “using the nominated ELN, unless the parties otherwise agree” with the words “using Property Exchange Australia Limited (PEXA) as the nominated ELN.”

1.3 Definitions

The following definitions apply to terms used in these Special Conditions:

Authority means (as appropriate) any:

- (1) federal, state or local government; or
- (2) department of any federal, state or local government; or
- (3) any court or administrative tribunal; or
- (4) statutory corporation or regulatory body.

Claim means:

- (1) against any person any allegation, action, demand, cause of action, suit, proceeding, judgment, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise; or
- (2) a party doing any of the following in relation to this Contract or any matter arising from it:
 - (a) seeking to rescind this Contract;
 - (b) seeking to delay Completion; or
 - (c) taking, making or raising any objection or requisition or claim for loss, damage or compensation or other relief.

Completion means completion of this Contract.

Completion Date	means the date specified in Special Condition 2.
Contract	means this Contract.
Deposit	means the deposit payable under this Contract as set out in the Particulars.
Deposit Holder	means the Vendor's Solicitor as set out in the Particulars.
Disclosure Statement	means the disclosure statement attached to this Contract as Annexure 1 .
Draft Plan	means the draft plan and draft section 88B instrument (if any) attached to the Disclosure Statement.
Encumbrance	means an interest or power: <ul style="list-style-type: none"> (1) reserved in or over an interest in any asset; or (2) created or otherwise arising in or over any interest in any asset under any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, title retention, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, subordination to any right of any other person and any other encumbrance or security interest, trust or bill of sale; or (3) by way of security for the payment of a debt or other monetary obligation or the performance of any obligation. <p>Encumber means to grant an Encumbrance.</p>
Extended Date	has the same meaning ascribed to that term as in Special Condition 5.5.
Land	means the land to be subdivided to create the Property as a separate lot.
Particulars	means the particulars set out on page 1 of this Contract.
Plan	means the Draft Plan registered with the Land Registry Services pursuant to which the Property is created.
Printed Clauses	means the standard printed clauses adopted by the Law Society of New South Wales and the Real Estate Institute of New South Wales (from time to time) and that form part of this Contract.
Property	means the land and improvements (if any) subject to this Contract.
Purchase Price	means the purchase price for the Property set out in the particulars.
Purchaser	means the Purchaser under this Contract as set out in the particulars.
Special Conditions	means these special conditions.
Sunset Date	means 31 October 2022 .
Vendor	means the Vendor under this Contract as set out in the particulars.

2 Completion Date

2.1 Completion Date

The Completion Date will be the later of:

- (1) thirty five (35) days from the date of this Contract; and
- (2) twenty one (21) days from the date the Vendor or the Vendor's solicitor provides to the Purchaser or the Purchaser's solicitor a copy of the registered Plan in accordance with Special Condition 5.3(2).

2.2 Settlement Default

If the Purchaser cancels settlement after appropriate arrangements have been made for Completion to take place, the Purchaser must, in addition to any other money payable in accordance with the terms of this Contract, pay an amount of \$150.00 (plus GST) as an adjustment on Completion for each cancellation.

3 Deposit

3.1 Deposit less than 10%

- (1) The Vendor requires the Purchaser to pay the full amount of the Deposit on the date of this Contract.
- (2) If requested by the Purchaser the Vendor may agree to accept the payment of the Deposit by way of installments as agreed between the parties.
- (3) If paragraph (2) applies:
 - (a) so much of the Deposit not paid by the Purchaser on the date of this Contract is a liquidated debt due and payable by the Purchaser to the Vendor; and
 - (b) that debt must be repaid to the Vendor on the earlier of:
 - (i) the Vendor becoming entitled to the Deposit under this Contract; and
 - (ii) Completion.

4 Investment of Deposit

4.1 Application

This Special Condition is only applicable if the Deposit has not been released to the Vendor, as agreed between the parties.

4.2 Investment

- (1) The Vendor may elect, in its sole discretion, to invest the Deposit in accordance with this Special Condition 4.
- (2) The Purchaser consents and agrees to any investment of the Deposit by the Vendor in accordance with this Special Condition 4.
- (3) The parties authorise and direct the Deposit Holder to pay the Deposit into an unsecured interest bearing account with Commonwealth Bank of Australia at 271 Queen Street, Campbelltown (**Account**).

4.3 Provision of TFN

The Purchaser:

- (1) must provide the Vendor with their tax file number or Australian Business Number on the date of this Contract to allow the Vendor to provide that number to Commonwealth Bank of Australia; and
- (2) acknowledges that:
 - (a) if their tax file number or Australian Business Number is not quoted to the Vendor in accordance with paragraph (1); or
 - (b) they have not informed the Vendor that they are exempt from quoting such a number for the purpose of the investment of the Deposit,

then:

- (c) notwithstanding Special Condition 4.7, all of the interest credited to the Account will be the property of the Vendor and the Purchaser waives all entitlement to that interest; and
- (d) the relevant financial institution will withhold income earned in the Account from the Purchaser.

4.4 Obligations of parties

The Vendor and the Purchaser will give all directions and do all such things as may be necessary to give effect to the provisions of this Special Condition 4.

4.5 Risk

The Vendor and the Purchaser acknowledge that the Deposit is invested at the risk of the party who becomes entitled to the Deposit on Completion, rescission or termination of this Contract (whichever occurs).

4.6 Closure of Account

Upon a party becoming entitled to the Deposit under this Contract, the Vendor and Purchaser authorise the Deposit Holder to close the Account and distribute the proceeds of it in accordance with Special Condition 4.7.

4.7 Entitlement to interest

Subject to Special Condition 4.3(2)(c), any interest credited to the Account will be and remain the property of:

- (1) the Vendor and the Purchaser in equal shares, if Completion occurs; or
- (2) the party who is legally entitled to receive the Deposit if Completion does not occur.

5 Registration of the Draft Plan

5.1 When this Special Condition applies

This Special Condition 5 only applies where the Draft Plan has not been registered before the date of this Contract.

5.2 Conditional Contract

Completion of this Contract is subject to and conditional upon the registration of the Draft Plan by the NSW Land Registry Services by the Sunset Date or the Extended Date (as the case may be).

5.3 Obligations of the Vendor

The Vendor must:

- (1) use its reasonable endeavours to arrange for the registration of the Draft Plan by the Sunset Date; and
- (2) promptly notify the Purchaser in writing of that registration and provide a copy of the registered Plan.

5.4 Failure to register Draft Plan

Subject to section 66ZL of the *Conveyancing Act 1919* (NSW), if the Draft Plan is not registered by the Sunset Date or the Extended Date (as the case may be) then, subject to Printed Clause 29.9:

- (1) the Purchaser may rescind this Contract by notice in writing to the Vendor; and
- (2) the Vendor may, provided that it has used reasonable endeavours to procure registration of the Draft Plan, rescind this Contract by notice in writing to the Purchaser.

5.5 Extension of Sunset Date

If the registration of the Draft Plan is delayed by reason of:

- (1) the requirements of any Authority; or
- (2) any event beyond the reasonable control of the Vendor and which has not been caused by the Vendor,

then the Vendor may (acting reasonably) by notice in writing to the Purchaser extend the Sunset Date by the period of the delay (**Extended Date**).

5.6 Variations

- (1) The parties acknowledge that for the purposes of this Special Condition 5.6 that:
 - (a) “a minor variation” is a change which does not substantially, detrimentally and permanently affect the Property; and
 - (b) “a minor reduction in the area of the Property” means a reduction of not more than five per cent (5%) in the area of the Property as shown on the Draft Plan and the Plan.
- (2) No Claim may to be made by the Purchaser in respect of:
 - (a) any minor variations or discrepancies in the position of the Property; and
 - (b) any minor reduction in the area or dimensions of the Property.
- (3) If there is or are one or more variations and/or discrepancies in relation to the Property which are not subject to paragraph (2), the Purchaser may rescind this Contract by notice in writing to the Vendor.
- (4) The Purchaser acknowledges that a minor variation or discrepancy in the position of the Property or a minor reduction in the area or dimensions of the Property is not a change such that the Purchaser:

-
- (a) would not have entered into the Contract had the Purchaser been aware of the change; and
 - (b) would be materially prejudiced.
- for the purposes of section 66ZO and section 66ZP of the *Conveyancing Act 1919* (NSW).
- (5) The Purchaser must exercise the right of rescission in paragraph (3) within fourteen (14) days of notice in writing from the Vendor of:
 - (a) notification from the Vendor of the registration of the Draft Plan; or
 - (b) such earlier date that the Vendor notifies the Purchaser of the variation or reduction in area.
 - (6) If the Purchaser does not exercise the right of rescission within the period referred to in paragraph (4) this Contract becomes binding in all respects as though such right of rescission had not been granted.

5.7 Further encumbrances

To the fullest extent permitted at law and subject to the terms of this Contract, the Vendor reserves the right to create such easements, positive covenants and restrictions as to user which are not shown on the Draft Plan but which:

- (1) the Vendor considers reasonably necessary; or
- (2) are required by any Authority.

5.8 Replacement of documents and plans

- (1) At any time prior to the registration of the Draft Plan, the Vendor may serve on the Purchaser a replacement (**Replacement Document**) of any document or plan attached to this Contract (**Replaced Document**).
- (2) From and including the day of service of a Replacement Document, the Replaced Document is taken to be no longer attached to this Contract and the Replacement Document is taken to be attached to this Contract in its place.
- (3) Subject to paragraph (4), the Purchaser may not make any Claim as a result of a Replaced Document being replaced by a Replacement Document.
- (4) If there is a difference between the Replaced Document and the corresponding Replacement Document which substantially, detrimentally and permanently affects the Property, the Purchaser may rescind this Contract by notice in writing to the Vendor.
- (5) The Purchaser must exercise the right of rescission in paragraph (4) within seven (7) days of after service of the Replacement Document.
- (6) If the Purchaser does not exercise the right of rescission within the period referred to in paragraph (5) this Contract becomes binding in all respects as though such right of rescission had not been granted.

6 Adjustments

6.1 Council, water rates and land tax

- (1) If separate assessments of Council, water rates and/or land tax have not issued for the Property prior to Completion, those rates will be adjusted on the basis that the amounts set out below have been paid by the Vendor for each rating period during the term of this Contract:

-
- (a) \$1,500.00 for Council rates per year;
 - (b) \$1,000.00 for water and sewerage rates per quarter year; and
 - (c) \$1,500.00 for land tax per year.
- (2) The Vendor covenants to pay all such rates without delay after an assessment for them is issued.
 - (3) The Purchaser will make no objection or claim for compensation nor delay completion in connection with the issue of payment of any such assessment of rates and there will be no readjustment of rates when the actual assessment issues.

6.2 Adjustment of Outgoings

If there is any error in the adjustment of outgoings required to be made on Completion then:

- (1) either party may, within thirty (30) business days of Completion, serve on the other party a notice setting out the correct calculation of the adjustment and the amount required to rectify the error; and
- (2) the other party must pay any amount required to be paid to rectify the error within thirty (30) business days of being requested to do so by the other party.

7 Interest and Notice to Complete

7.1 Interest

It is an essential term of this Contract that, in addition to the Purchase Price, the Purchaser must pay to the Vendor interest calculated at the rate of ten per cent (10%) per annum:

- (1) on the unpaid balance of the Purchase Price from the date which is the later of the Completion Date and the date on which the Vendor is ready willing and able to complete this Contract; and
- (2) calculated daily and compounded monthly.

7.2 Exception

The Purchaser is not required to pay interest under Special Condition 7.1 for the period after the Completion Date that the Purchaser is ready, willing and able to Complete but the Vendor is not.

7.3 Notice to Complete

If Completion does not take place by the Completion Date then:

- (1) the Vendor or Purchaser may, upon expiration of the time for completion, issue a notice to complete making the time for completion, in accordance with such notice, of the essence of this Contract; and
- (2) a period of fourteen (14) days following the date of service upon the Vendor, Purchaser or its solicitors (as applicable) of any such notice to complete is to be deemed to be a reasonable time for completion pursuant to that notice; and
- (3) where the Vendor issues a notice to complete the Purchaser must, in addition to any other money payable in accordance with the terms of this Contract, pay an amount of \$350.00 (plus GST) as an adjustment on Completion and as reimbursement of the Vendor's legal costs in having the notice to complete prepared and served.

8 Agent

8.1 Warranty

The Purchaser warrants that it was not introduced to the Vendor or to the Property by any agent or employee of an agent other than the agent, if any, set out in the particulars.

8.2 Indemnity

(1) If:

- (a) the warranty set out in Special Condition 8.1 is breached; and
- (b) as a result of that breach the Vendor is liable for the payment of any agent's commission arising from this Contract other than to the agent set out in the particulars, then

the Purchaser indemnifies the Vendor in respect of the payment of any such commission and also for the payment of any costs or expenses involved in the defending of any claim for such commission.

(2) If the Purchaser must pay the Vendor any amount under Special Condition 8.2(1) then the amount paid will be deemed to be in addition to the Purchase Price.

9 No Representations

9.1 General

Subject to the provisions of Section 52A of the *Conveyancing Act 1919* (NSW) the Purchaser acknowledges that:

- (1) it has not entered into this Contract as a result of any representation, whether oral or in writing, by the Vendor or anyone on his behalf, other than as is set forth in this Contract; and
- (2) it has made all such enquires and investigations as he deems appropriate prior to entering into this Contract and is satisfied with the results of those enquiries.

9.2 Specific

The Purchaser further acknowledges that the Vendor, nor any person on its behalf has made any representation, promise or warranty as to:

- (1) any past or future income derived from the Property; or
- (2) the suitability of the Property for any particular purpose.

10 Encumbrances

- (1) The Purchaser is not entitled to require that any Encumbrance registered on the title of the Property be removed prior to Completion.
- (2) On Completion the Vendor will:
 - (a) provide to the Purchaser any form required to remove an Encumbrance from the title of the Property in registrable form; and
 - (b) will allow the cost of registration associated with any form provided under Special Condition as an adjustment to the Purchase Price.

11 Disclosure and Purchaser claims

11.1 Entire Agreement

This Contract contains the entire agreement between the parties in relation to the Property, notwithstanding:

- (1) any negotiations or discussions held between the parties, their representatives or agents; and
- (2) the terms of any sales brochures or other documents issued prior to the execution of this Contract.

11.2 No warranty as to documents

- (1) The Vendor does not warrant the accuracy or completeness of the matters set out in the documents attached to this Contract or referred to in these Special Conditions.
- (2) The Purchaser cannot make any Claim because of any:
 - (a) matter disclosed or described in this Contract; or
 - (b) document attached to this Contract is incomplete or inaccurate.

11.3 Enquiries and investigations

The Purchaser acknowledges that they have made all such enquiries and investigations as they deem appropriate prior to entering into this Contract and is satisfied with the results of those enquiries.

12 Services

12.1 Purchaser acquires subject to services

The Purchaser is not entitled to make any Claim by reason of:

- (1) any easements for inter-allotment drainage, easements to drain water, easements for services, easements for access, use, maintenance and construction of pipelines not disclosed in this Contract provided that any or all such easements are located as near as possible to the boundaries of the Property, and when practicable parallel to the nearest boundary of the Property; and
- (2) any additional easements or restrictions required by any Authority.

provided that such matters do not materially prejudice the Purchaser in constructing a residential dwelling on the Property.

12.2 Limitations on Claims

The Purchaser may not make any Claim:

- (1) whether or not the Property is subject to or built over (with or without the consent of any Authority) any Service;
- (2) whether or not the Property has the benefit of any rights or easements in respect of any Service or mains, pipes or connections for any Service;
- (3) in respect of any defects in any Service;
- (4) if any underground or surface stormwater drain passes through or over the Property;
- (5) should any manhole, vent or substation be on the Property; or
- (6) for any Service constructed between the date of this Contract and Completion, provided notice of it has been given to the Purchaser before Completion;

provided that such matters do not materially prejudice the Purchaser in constructing a residential dwelling on the Property.

13 No caveat

The Purchaser must not, at any time prior to Completion, register a caveat over the Land or the Property.

14 Claim for compensation

Any claim for compensation whether under Printed Clause 7 or otherwise is to be deemed to be a requisition for the purposes of Printed Clause 1.

15 Notices

15.1 Period of Notice

The parties acknowledge that a period of fourteen (14) days is a sufficient period for any notice issued under or pursuant to the provisions of this Contract.

15.2 Method of Service

In addition to the provisions of Printed Clause 20, service of any document under or relating to this Contract may be effected on a party or that party's solicitor:

- (1) if addressed to that party or to that party's solicitor at the respective addresses set out in the Particulars and posted by ordinary pre-paid post in which case service will be deemed to have been effected on the second business day following the date of posting;
- (2) if sent by facsimile transmission to the address shown on the letterhead or elsewhere of that party and/or that party's solicitor as being set aside for the transmission of or receipt of facsimile transmissions; and
- (3) if sent by email to the email address of that party and/or that party's solicitor set out in the Particulars.

15.3 Time for Service by Facsimile

Any notice served by facsimile transmission in accordance with Special Condition (2), in the absence of proof to the contrary, will be deemed to have been received by the party to whom it was sent on the date of dispatch provided that:

- (1) the recipient's acknowledgment of receipt appears on the sender's copy of the notice, or on the activity record print out of the sender's machine, or the activity record print out of the sender's machine shows a successful transmission of any appropriate size document to the recipient's facsimile machine on the date indicated in the print out; and
- (2) if the time of dispatch is later than 5.00pm in the place to which such facsimile transmission is sent it will be deemed to have been received at the commencement of business on the next business day in that place.

15.4 Time for Service by email

Any notice served by email in accordance with Special Condition 15.2(3) in the absence of proof to the contrary, will be deemed to have been received by the party to whom it was sent on the date of the email being sent provided that:

- (1) the sender does not receive a delivery failure message from the sender's internet service provider within a period of twenty-four (24) hours of the email being sent; and

-
- (2) if the time of sending is later than 5.00pm in the place to which the email is sent, it will be deemed to have been received at the commencement of business on the next business day in that place.

16 Non-Merger

Any term of this Contract which may operate after Completion does not merge on Completion.

17 Rescission of Contract

If a party is entitled to rescind this Contract the provisions of Printed Clause 19 apply to that rescission.

18 Disclosure Statement

The Purchaser acknowledges that it has received the Disclosure Statement before it entered into this Contract which the Purchaser has read and understood.

19 Requisitions on title

- (1) The Purchaser agrees that the only form of general Requisitions on Title the Purchaser may make under Printed Clause 5 are in the form attached as **Annexure 2 (Requisitions)**.
- (2) The Requisitions are deemed to be served the next business day after the date of this Contract.
- (3) The Vendor provides the answers to the Requisitions attached to this Contract as **Annexure 2**.
- (4) The Purchaser may not make any Claim in respect of any answer to the Requisitions.

20 Fencing

- (1) The Purchaser cannot require the Vendor to erect or contribute to the erection of the cost of any dividing fence between the Property and any land adjoining it owned by the Vendor.
- (2) This Special Condition does not merge on Completion.

21 Counterparts and Electronic Signature

21.1 Vendor Disclosure

This Contract may be executed:

- (1) in a number of counterparts and all the counterparts together make one instrument; and/or
- (2) electronically by both parties using DocuSign or by exchanging electronic copies of original signatures on this Contract.

21.2 Validity of Contract

- (1) This Contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email or facsimile.
- (2) The parties acknowledge that the electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.
- (3) The parties agree to be bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause and the Purchaser may not make a Claim because of anything contained in this clause.

21.3 Compliance with Electronic Transactions Act 2000 (NSW)

The parties agree that they will be bound by, have complied with and will comply with the *Electronic Transactions Act 2000* (NSW) and any terms and conditions of DocuSign, in relation to the execution of this Contract.

22 Retaining Walls

- (1) The Vendor discloses and the Purchaser acknowledges that he is aware that the Property may include a retaining wall or retaining walls.
- (2) The Vendor does not provide any warranty with regarding to the retaining wall(s) and the Purchaser must make and rely on their own enquiries with regard to any retaining wall and/or its footings on the Property.
- (3) The Purchaser may not make any objection, requisition or Claim because of the existence of the retaining wall on the Property, including but not limited to its position, construction, specifications or footings.
- (4) This Special Condition 22 does not merge on Completion.

23 Cut and Fill

- (1) The Vendor discloses, and the Purchaser acknowledges, that the Property may have been the subject of earthworks in the preparation of the land for subdivision such that it may be filled or raised or levelled or cut or any combination of some or all of these.
- (2) The Purchaser may not make any objection, requisition or Claim as a result of any disclosed in this Special Condition.
- (3) This Special Condition 23 does not merge on Completion.

24 Personal Guarantee

24.1 When this Special Condition applies

This Special Condition 24 only applies where the Purchaser is a corporation, other than a corporation listed on the Australian Stock Exchange.

24.2 Guarantor

For the purposes of this Special Condition, **Guarantor** means the director/s of the Purchaser.

24.3 Personal guarantee

- (1) In consideration of the Vendor entering this Contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the Vendor:
 - (a) the payment of all money payable by the Purchaser under this Contract; and
 - (b) the performance of all the Purchaser's other obligations under this Contract.
- (2) The Guarantor also:
 - (a) indemnifies the Vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default or attempted breach or default by the Purchaser of its obligations under this Contract; and

-
- (b) must pay on demand from the vendor any money due to the Vendor under this indemnity.
- (3) The Guarantors, if more than one person and/or entity, are hereby jointly and severally liable with the Purchaser to the Vendor for:
- (a) the Purchaser's performance of its obligations under this Contract; and
- (b) any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the Vendor.
- (4) Until the Vendor has received all money payable to it under this Contract and the Purchaser and Guarantor have performed all of their obligations under this Contract, neither the Purchaser nor the Guarantor may:
- (a) claim or receive the benefit of any dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding-up of a company or bankruptcy of a person liable jointly with the purchaser or Guarantor to the vendor or liable under a security for money payable by the Purchaser or the Guarantor; or
- (b) prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the Vendor;

unless the amount to which the Vendor is entitled will not otherwise be reduced as a result.

- (5) The Guarantor must pay the Vendor, on written demand by or on behalf of the Vendor, all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this Special Condition 24.
- (6) The Guarantor's obligations hereunder are not affected if:
- (a) the Vendor releases or enters into a composition with the Purchaser or a Guarantor if there be more than one Guarantor; and/or
- (b) a payment made to the Vendor is later avoided; and/or
- (c) the Vendor assigns or transfers the benefit of this Contract to another or others.
- (d) If the vendor assigns or transfers the benefit of this Contract, the Guarantor hereby acknowledges and agrees that the transferee receives the benefit of the Guarantor's obligations under this Special Condition 24.
- (7) The Guarantor's obligations under this Special Condition 24 are not released, discharged or otherwise affected by:
- (a) the grant of any time, waiver, covenant not to sue or other indulgence;
- (b) the release (including a release as part of a novation) or discharge of any person;
- (c) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person;
- (d) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
- (e) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this Contract, a statute, a Court or otherwise;
- (f) payment to the Vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;

-
- (g) the winding-up of the Purchaser; or
 - (h) the death of any Guarantor.
- (8) The Guarantor guarantees to the Vendor the payment of all money due by the purchaser to the Vendor on the dates specified in the Contract and the Guarantor must pay that money to the Vendor on the due dates as set out in the Contract.

Executed by Guarantor in the presence of:

Witness (Signature)

Guarantor (Signature)

Name of Witness (Print Name)

Guarantor (Signature)

Annexure 1 – Disclosure Statement

Disclosure Statement – Off the Plan Contracts

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

VENDOR	JOHN MIR HOLDINGS PTY LIMITED ACN 000 767 644
PROPERTY	Lot [INSERT] in Draft Plan

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

DETAILS			
Completion	The later of 21 days from registration of the Plan or 35 days from the Contract Date	Refer to clause(s):	Special Condition 2
Is there a sunset date?	<input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Penalty Interest and fee payable upon the issue of a Notice to Complete pursuant to Special Condition 7
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA2283/2014
Has a principal certifying authority been appointed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Provide details:	
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Completion is subject to the Registration of the Plan of Subdivision. Refer to Special Condition 5 of the Contract for Sale.

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

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only	Office Use Only
Registered: Title System: TORRENS	
PLAN OF SUBDIVISION OF LOT 208 IN DP 1221972	LGA: CAMPBELLTOWN Locality: EAGLE VALE Parish: ST PETER County: CUMBERLAND
<p style="text-align: center;">Survey Certificate</p> I, WARREN RAYMOND SAUNDERS of PREMISE AUSTRALIA PTY LTD – LEVEL 3 SUITE 301 ORAN PARK PODIUM, ORAN PARK NSW 2571 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on *(b) The part of the land shown in the plan Lots 300 to 342 was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line: 'X' ~ 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous . Signature: Dated: Surveyor Identification No: 186 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">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> Signature: Date: File Number: Office: —
Plans used in the preparation of survey/compilation. DP 1231291 DP 1221972 DP 1204833 DP 261628 DP 264681	<p style="text-align: center;">Subdivision Certificate</p> I, *Authorised Person/*General Manager/* Accredited Certifier , certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: CAMPBELLTOWN CITY COUNCIL Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.
Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE ROAD No.31 (18 WIDE), ROAD No.32 (12.5 WIDE), ROAD No.33 (15 WIDE), ROAD No.34 (15 WIDE) AND ROAD No.35 (15 WIDE) TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO DEDICATE LOT 342 AS DRAINAGE RESERVE.	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 208 IN
DP 1221972**

Subdivision Certificate number:

Date of Endorsement:

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

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE WIDTH (A)
2. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE & VARIABLE WIDTH (B)
3. RESTRICTION ON THE USE OF LAND
4. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (C)
5. RESTRICTION ON THE USE OF LAND (D)
6. RESTRICTION ON THE USE OF LAND (E)
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND

SCHEDULE OF ADDRESSES

LOT No.	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
300				EAGLE VALE
301				EAGLE VALE
302				EAGLE VALE
303				EAGLE VALE
304				EAGLE VALE
305				EAGLE VALE
306				EAGLE VALE
307				EAGLE VALE
308				EAGLE VALE
309				EAGLE VALE
310				EAGLE VALE

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 208 IN
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Subdivision Certificate number:
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 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SCHEDULE OF ADDRESSES (CONT'D)

LOT No.	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
311				EAGLE VALE
312				EAGLE VALE
313				EAGLE VALE
314				EAGLE VALE
315				EAGLE VALE
316				EAGLE VALE
317				EAGLE VALE
318				EAGLE VALE
319				EAGLE VALE
320				EAGLE VALE
321				EAGLE VALE
322				EAGLE VALE
323				EAGLE VALE
324				EAGLE VALE
325				EAGLE VALE
326				EAGLE VALE
327				EAGLE VALE
328				EAGLE VALE
329				EAGLE VALE
330				EAGLE VALE

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 208 IN
DP 1221972**

Subdivision Certificate number:
Date of Endorsement:

- This sheet is for the provision of the following information as required:
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 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SCHEDULE OF ADDRESSES (CONT'D)

LOT No.	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
331				EAGLE VALE
332				EAGLE VALE
333				EAGLE VALE
334				EAGLE VALE
335				EAGLE VALE
336				EAGLE VALE
337				EAGLE VALE
338				EAGLE VALE
339				EAGLE VALE
340				EAGLE VALE
341				EAGLE VALE
342				EAGLE VALE
343				EAGLE VALE

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOT 208 IN DP 1221972

Subdivision Certificate number:
Date of Endorsement:

- This sheet is for the provision of the following information as required:
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 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED on behalf of John Mir Holdings Pty)
 Limited ACN 000 767 644 on the)
 day of.....2021 by the)
 authorized persons whose signatures appear below)
 pursuant to Section 127(1) of the Corporations)
 Act 2001.)

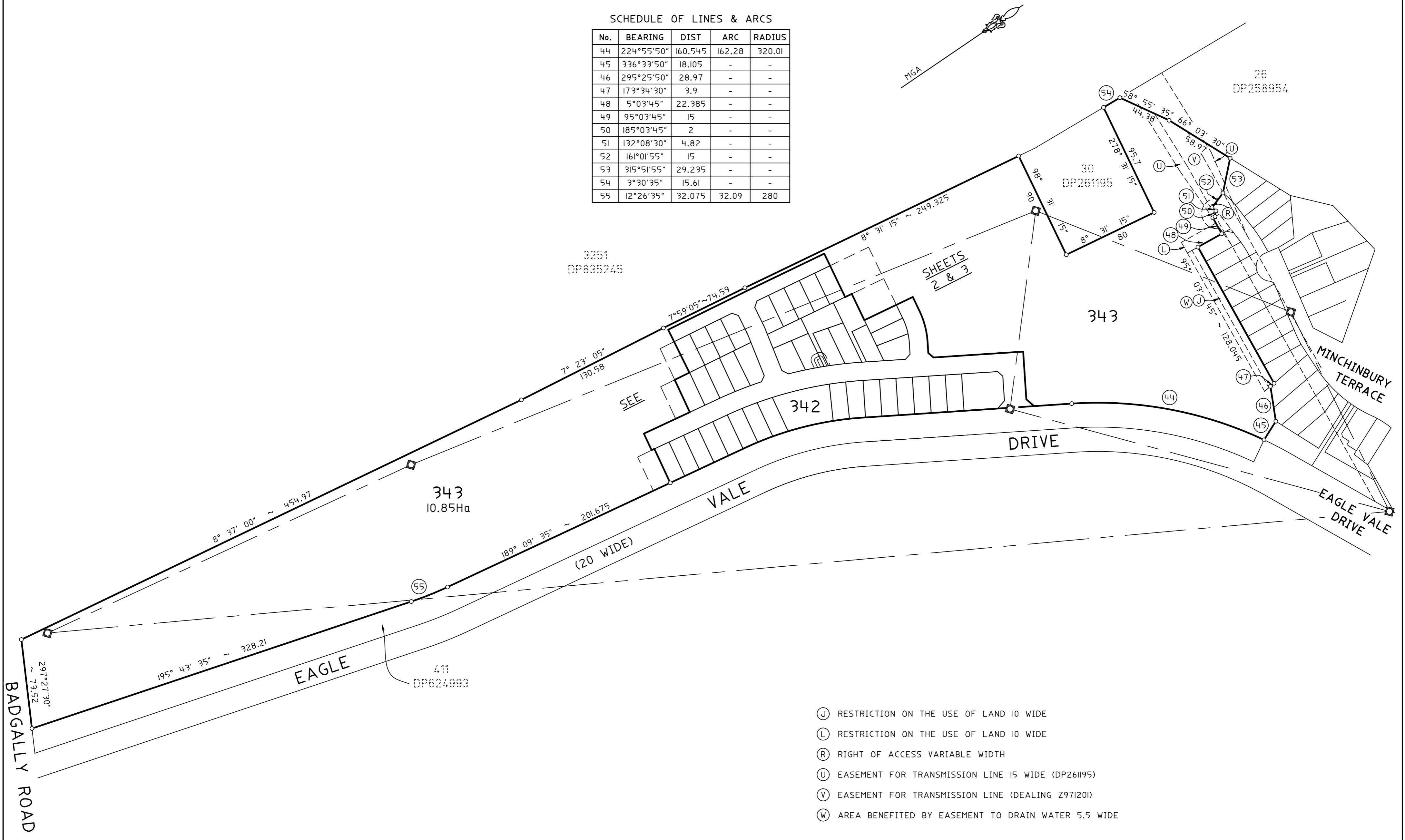
 Signature
 Name:
 Position Held: DIRECTOR

 Signature
 Name:
 Position Held: DIRECTOR/SECRETARY

If space is insufficient use additional annexure sheet

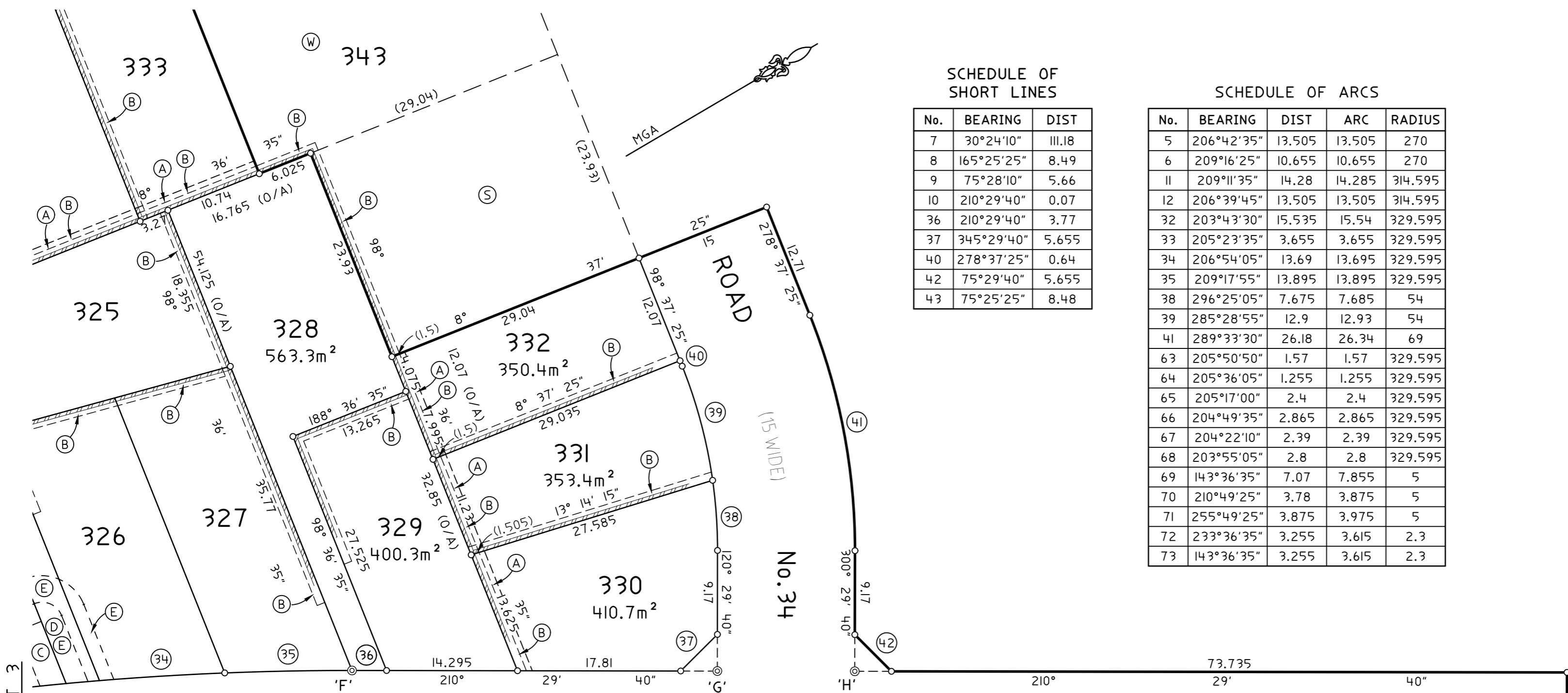
SCHEDULE OF LINES & ARCS

No.	BEARING	DIST	ARC	RADIUS
44	224°55'50"	160.545	162.28	320.01
45	336°33'50"	18.105	-	-
46	295°25'50"	28.97	-	-
47	173°34'30"	3.9	-	-
48	5°03'45"	22.385	-	-
49	95°03'45"	15	-	-
50	185°03'45"	2	-	-
51	132°08'30"	4.82	-	-
52	161°01'55"	15	-	-
53	315°51'55"	29.235	-	-
54	3°30'35"	15.61	-	-
55	12°26'35"	32.075	32.09	280



- (J) RESTRICTION ON THE USE OF LAND 10 WIDE
- (L) RESTRICTION ON THE USE OF LAND 10 WIDE
- (R) RIGHT OF ACCESS VARIABLE WIDTH
- (U) EASEMENT FOR TRANSMISSION LINE 15 WIDE (DP261195)
- (V) EASEMENT FOR TRANSMISSION LINE (DEALING Z971201)
- (W) AREA BENEFITED BY EASEMENT TO DRAIN WATER 5.5 WIDE

Surveyor: WARREN RAYMOND SAUNDERS Date of Survey: . Surveyor's Ref: 318014.03B.DP	PLAN OF SUBDIVISION OF LOT 208 IN DP 1221972	LGA: CAMPBELLTOWN Locality: EAGLE VALE Subdivision No: . Lengths are in metres. Reduction Ratio 1:2000	Registered	PPN DP 1221975
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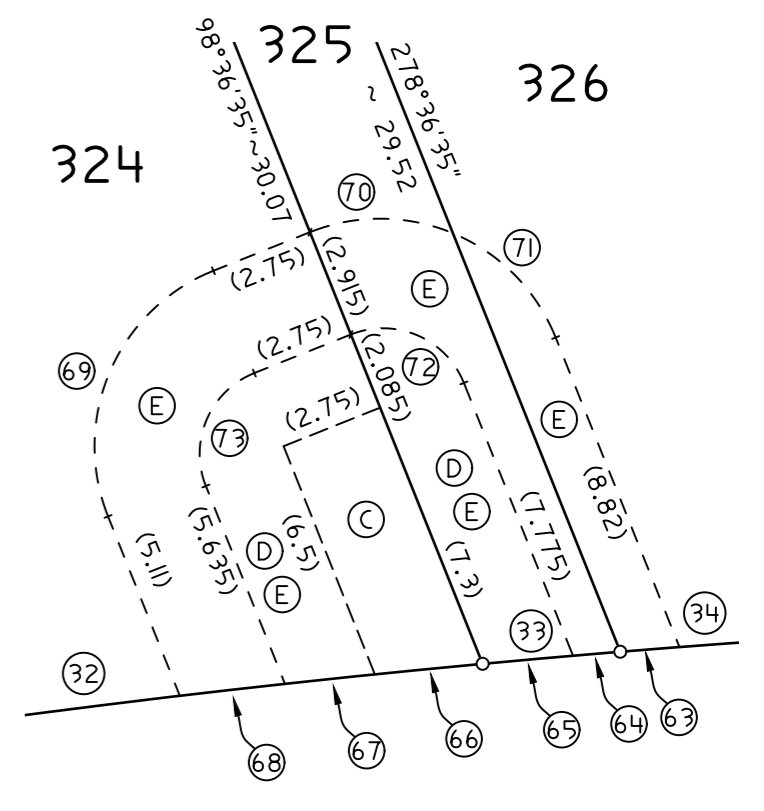


SCHEDULE OF SHORT LINES

No.	BEARING	DIST
7	30°24'10"	111.18
8	165°25'25"	8.49
9	75°28'10"	5.66
10	210°29'40"	0.07
36	210°29'40"	3.77
37	345°29'40"	5.655
40	278°37'25"	0.64
42	75°29'40"	5.655
43	75°25'25"	8.48

SCHEDULE OF ARCS

No.	BEARING	DIST	ARC	RADIUS
5	206°42'35"	13.505	13.505	270
6	209°16'25"	10.655	10.655	270
11	209°11'35"	14.28	14.285	314.595
12	206°39'45"	13.505	13.505	314.595
32	203°43'30"	15.535	15.54	329.595
33	205°23'35"	3.655	3.655	329.595
34	206°54'05"	13.69	13.695	329.595
35	209°17'55"	13.895	13.895	329.595
38	296°25'05"	7.675	7.685	54
39	285°28'55"	12.9	12.93	54
41	289°33'30"	26.18	26.34	69
63	205°50'50"	1.57	1.57	329.595
64	205°36'05"	1.255	1.255	329.595
65	205°17'00"	2.4	2.4	329.595
66	204°49'35"	2.865	2.865	329.595
67	204°22'10"	2.39	2.39	329.595
68	203°55'05"	2.8	2.8	329.595
69	143°36'35"	7.07	7.855	5
70	210°49'25"	3.78	3.875	5
71	255°49'25"	3.875	3.975	5
72	233°36'35"	3.255	3.615	2.3
73	143°36'35"	3.255	3.615	2.3

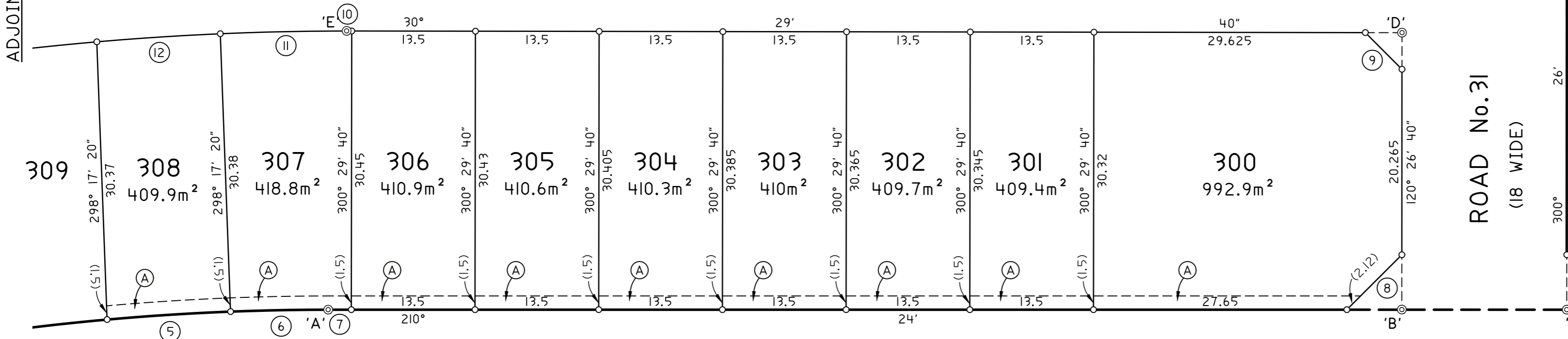


EAGLE VALE DRIVE
DIAGRAM 'A'
SCALE N.T.S.

- (A) ~ EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE WIDTH
- (B) ~ EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE AND VARIABLE WIDTH
- (C) ~ EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (D) ~ RESTRICTION ON THE USE OF LAND
- (E) ~ RESTRICTION ON THE USE OF LAND
- (W) (S) ~ PART OF LOT 343 BENEFITTED/BURDENED BY EASEMENT

ADJOINS SHEET 3

ADJOINS SHEET 1



SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DIST.	FROM	ORIGIN
A	-	-	-	-
B	-	-	-	-
C	-	-	-	-
D	-	-	-	-
E	-	-	-	-
F	-	-	-	-
G	-	-	-	-
H	-	-	-	-

Surveyor: WARREN RAYMOND SAUNDERS Date of Survey: . Surveyor's Ref: 318014.03B.DP	PLAN OF SUBDIVISION OF LOT 208 IN DP 1221972	LGA: CAMPBELLTOWN Locality: EAGLE VALE Subdivision No: . Lengths are in metres. Reduction Ratio 1:400	Registered	PPN DP 1221975
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SCHEDULE OF SHORT LINES

No.	BEARING	DIST
18	189°15'05"	2.5
23	149°19'45"	5.465
24	282°26'10"	5.275
26	232°58'55"	5.66
27	143°15'00"	5.635
29	282°26'10"	4.155
30	240°59'10"	5.995
36	210°29'40"	3.77
37	345°29'40"	5.655
40	278°37'25"	0.64
42	75°29'40"	5.655
43	75°25'25"	8.48
45	336°33'50"	18.105
46	295°25'50"	28.97
47	173°34'30"	3.9
48	5°03'45"	22.385
49	95°03'45"	15
50	185°03'45"	2
51	132°08'30"	4.82
52	161°01'55"	15
53	315°51'55"	29.235
54	3°30'35"	15.61
56	9°09'35"	269.35
57	8°05'00"	0.21
58	8°05'00"	0.295
59	8°05'00"	0.79
60	8°05'00"	2.155
61	188°36'35"	1.825
62	188°36'35"	3.27

SCHEDULE OF ARCS

No.	BEARING	DIST	ARC	RADIUS
1	190°23'00"	11.525	11.525	270
2	193°00'35"	13.23	13.23	270
3	195°49'25"	13.285	13.29	270
4	201°15'20"	37.87	37.9	270
5	206°42'35"	13.505	13.505	270
6	209°16'25"	10.655	10.655	270
11	209°11'35"	14.28	14.285	314.595
12	206°39'45"	13.505	13.505	314.595
13	201°03'15"	48.04	48.085	314.595
14	195°28'25"	13.2	13.2	314.595
15	193°04'00"	13.23	13.23	314.595
16	190°39'30"	13.205	13.205	314.595
17	189°21'15"	1.125	1.125	314.595
19	189°22'30"	1.43	1.43	329.595
20	190°41'05"	13.625	13.625	329.595
21	193°02'05"	13.415	13.415	329.595
22	195°02'15"	9.625	9.625	329.595
25	280°12'30"	3.305	3.305	42.5
28	280°12'30"	4.47	4.47	57.5
31	201°07'45"	14.32	14.32	329.595
32	203°43'30"	15.535	15.54	329.595
33	205°23'35"	3.655	3.655	329.595
34	206°54'05"	13.69	13.695	329.595
35	209°17'55"	13.895	13.895	329.595



ADJOINS SHEET 1

ADJOINS SHEET 2

SEE
DIAGRAM 'A'
SHEET 2

- (A) ~ EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE WIDTH
- (B) ~ EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE & VARIABLE WIDTH
- (C) ~ EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (D) ~ RESTRICTION ON THE USE OF LAND
- (E) ~ RESTRICTION ON THE USE OF LAND
- (H)(J)(Z) ~ PART OF LOT 343 BENEFITTED/BURDENED BY EASEMENT

Surveyor: WARREN RAYMOND SAUNDERS
Date of Survey: .
Surveyor's Ref: 318014.03B.DP

PLAN OF SUBDIVISION OF LOT 208 IN DP 1221972

LGA: CAMPBELLTOWN
Locality: EAGLE VALE
Subdivision No: .
Lengths are in metres. Reduction Ratio 1:400

Registered

PPN DP 1221975

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

(Sheet 1 of 14)

Plan

Plan of Subdivision of Lot 208 in Deposited Plan 1221972 covered by Subdivision Certificate No. _____ Dated: _____

Full name and address of the owners of the land

John Mir Holdings Pty Limited
A.C.N. 000 767 644
Raymond Street Bankstown NSW 2170

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 & variable width (A)	Lot 300 Lot 301 Lot 302 Lot 303 Lot 304 Lot 305 Lot 306 Lot 307 Lot 308 Lot 309 Lot 310 Lot 311 Lot 312 Lot 313 Lot 314 Lot 315	Road No.31 Road No.31 & Lot 300 Road No.31 & Lots 300 & 301 Road No.31 & Lots 300 to 302 incl. Road No.31 & Lots 300 to 303 incl. Road No.31 & Lots 300 to 304 incl. Road No.31 & Lots 300 to 305 incl. Road No.31 & Lots 300 to 306 incl. Road No.31 & Lots 300 to 307 incl. Lots 310 to 316 incl. Lots 311 to 316 incl. Lots 312 to 316 incl. Lots 313 to 316 incl. Lots 314 to 316 incl. Lots 315 & 316 Lot 316

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

(Sheet 2 of 14)

Plan

Plan of Subdivision of Lot 208 in Deposited
Plan 1221972 covered by Subdivision Certificate
No. Dated:

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 (cont'd)	Easement to Drain Water 1.5 wide & variable width (A) (cont'd)	Lot 330 Lot 331 Lot 332 Lot 333 Lot 334 Lot 335 Lot 336 Lot 337 Lot 338 Lot 339 Lot 340 Lot 341	Lots 331,332 & Pt Lot 343 denoted 'S' on the plan. Lot 332 & & Pt Lot 343 denoted 'S' on the plan. Pt Lot 343 denoted 'S' on the plan. Pt Lot 343 denoted 'W' on the plan. Lot 333 & Pt Lot 343 denoted 'W' on the plan. Lots 333, 334 & Pt Lot 343 denoted 'W' on the plan. Lots 333 to 335 incl. & Pt Lot 343 denoted 'W' on the plan. Lots 333 to 336 incl. & Pt Lot 343 denoted 'W' on the plan. Lots 339 to 341 incl. & Pt Lot 343 denoted 'Z' on the plan. Lots 340, 341 & Pt Lot 343 denoted 'Z' on the plan. Lot 341 & Pt Lot 343 denoted 'Z' on the plan. Pt Lot 343 denoted 'Z' on the plan.

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

(Sheet 3 of 14)

Plan

Plan of Subdivision of Lot 208 in Deposited
Plan 1221972 covered by Subdivision Certificate
No. Dated:

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.
2 (cont'd)	Easement for Support and maintenance 0.9 wide and variable width (B) (cont'd)	Lot 313 Pt Lot 343 denoted 'H' on the plan Pt Lot 343 denoted 'J' on the plan Lot 317 Lot 318 Lot 323 Lot 324 Lot 325 Lot 326 Lot 327 Lot 329 Lot 330 Lot 331 Lot 332 Pt Lot 343 denoted 'J' on the plan Pt Lot 343 denoted 'W' on the plan Lot 333 Lot 334 Lot 335 Lot 336 Lot 337 Lot 338	Lot 312 Lot 316 Lot 317 Lot 318 Lot 319 Lot 325 Lot 325 Lot 328 Lot 325 Lots 325 & 328 Lot 328 Lot 329 Lots 329 & 330 Lots 328 to 331 incl. Lot 328 Lot 328 Lots 325, 328 & 334 Lot 325 Lots 323, 325 & 336 Lots 323 & 337 Lot 323 Lot 321

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

(Sheet 4 of 14)

Plan

Plan of Subdivision of Lot 208 in Deposited
Plan 1221972 covered by Subdivision Certificate
No. Dated:

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.
2 (cont'd)	Easement for Support and Maintenance 0.9 wide and variable width (B) (cont'd)	Lot 339 Lot 340 Lot 341 Pt Lot 343 denoted 'Z' on the plan	Lots 320, 321 & 338 Lots 319, 320 & 339 Lots 317 to 319 incl & Lot 340 Lot 317
3	Restriction on the Use of Land	Lots 301 to 341 inclusive	Every other Lot in the said plan except Lots 300, 342 and 343
4	Easement for Padmount Substation 2.75 wide (C)	Lot 324	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
5	Restriction on the Use of Land (D)	Part of Lots 324 & 325 designated 'D' on the plan	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
6	Restriction on the Use of Land (E)	Part of Lots 324, 325 & 326 designated 'E' on the plan	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
7	Restriction on the Use of Land	Lots 301 to 341 inclusive	Campbelltown City Council
8	Restriction on the Use of Land	Lots 301 to 341 inclusive	Campbelltown City Council

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

(Sheet 5 of 14)

Plan

Plan of Subdivision of Lot 208 in Deposited
Plan 1221972 covered by Subdivision Certificate
No. Dated:

Part 2 (Terms)

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

As set out in Part 1 of Schedule 8 of the Conveyancing Act, 1919.

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

Campbelltown City Council

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

1.1 The owner of the lots burdened grants to the owner of the lots benefited the right for the lot benefited to be supported by the retaining wall located on the lots burdened to the extent that the lots benefited derives support from the lots burdened on the conditions set out in this easement.

1.2 The owner of the lots burdened must, in respect of the retaining wall constructed on the lots burdened, at its own cost, maintain and repair the retaining wall on that part of the lots burdened which is capable of affording support to the lots benefited at all times by, amongst other things, ensuring that the support including the retaining wall is regularly inspected, maintained, repaired and kept in a sound and safe structural condition.

1.3 In exercising its rights under clause 1.2, the owner of the lots burdened must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner of the lots benefited;
- (c) cause as little damage as is practicable; and
- (d) make good any collateral damage.

1.4 If the owners of the lots burdened do not maintain the retaining wall providing support to the lot benefited as required under clause 1.3, the owner of the lots benefited may (provided the terms of the Easement fifthly have been complied with) at the cost of the owners of the lots burdened, do anything reasonably necessary for the purpose of exercising its rights under this easement, including:

- (a) carrying out work on the lots burdened to ensure that support is maintained to the lots benefited, including additional supporting works reasonably necessary; and
- (b) entering the lots burdened with or without tools and equipment and remaining there for any reasonable period of time for that purpose.

1.5 In exercising its rights under clause 1.4, the owners of the lots benefited must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner of the lots burdened;
- (c) cause as little damage as is practicable; and
- (d) make good any collateral damage.

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

(Sheet 6 of 14)

Plan

Plan of Subdivision of Lot 208 in Deposited
Plan 1221972 covered by Subdivision Certificate
No. Dated:

1.6 Except when urgent work is required, the owners of the lots benefited must:

- (a) give the owners of the lots burdened reasonable notice of intention to enter the lots burdened; and
- (b) only enter the lots burdened during times reasonably agreed with the owners of the lots burdened.

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

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

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

- 1.1. No Main building on a standard lot shall be erected or permitted to remain on the subject land having an overall floor area of less than one hundred and eighty square meters (180m²) within the external brickwork and may include the garage, provided such garage is attached and under the main roof.
- 1.2. No building, including attached or separate garage or carport shall be erected on the subject land with external walls or walls of material other than brick, brick veneer, concrete, stone, timber, aluminium, glass or any combination of such materials PROVIDED that material other than brick shall only be used in combination with brick and that external area shall not exceed thirty percent of the total wall area.
- 1.3. Stone, concrete or aluminium shall not be used as areas of walls as such.
- 1.4. Fibre cement sheeting in combination with brickwork is strictly not permissible as a material for any external walls of a dwelling except in conjunction with cement render.
- 1.5. That not more than one building shall be erected on the land except on lots of 700m² or more that Council may approve for dual occupancy.
- 1.6. On such lots that council may approve a dual occupancy: -
 - (a) the duplex must embody at least two (2) floors designed for human habitation; and
 - (b) have asymmetrical entries to give the appearance of one large dwelling: and
 - (c) be approved by the Proprietor of the Land.
- 1.7. For attached dual occupancy developments, three hundred and twenty-five square metres (325m²) is a minimum overall floor area within the external brickwork and may include garages, provided such garages are attached and under the main roof.
- 1.8. For detached dual occupancy developments, one hundred and sixty-five square metres (165m²) per dwelling is a minimum overall floor area within the external brickwork and may include garage, provided such garage is attached and under the main roof.
- 1.9. No fence to be erected along any primary street frontage or between the building line and street alignment unless such fence is of low decorative type.

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

(Sheet 7 of 14)

Plan

Plan of Subdivision of Lot 208 in Deposited
Plan 1221972 covered by Subdivision Certificate
No. Dated:

- 1.10. That no fence shall be erected on the lot burdened to divide it from any adjoining land owned by John Mir Holdings Pty Limited its successors or assigns other than purchasers on sale without the consent of John Mir Holdings Pty Limited its successors or assigns but such consent shall not be upheld if such fence is erected without expense to John Mir Holdings Pty Limited its successors or assigns and in favour of any person dealing with the lot such consent shall be deemed to have been given in respect to every such fence for the time being erected.
- 1.11. No fence shall be erected or permitted to remain on the lot burdened unless it is constructed of sheet metal treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process and is merino/ paperbark in colour.
- 1.12. No building is to be erected on the subject land having a roof or corrugated metal or cement sheeting of any kind provided nothing herein contained shall preclude the erection of a building with a flat roof design and such roof is constructed in a proper and workman like manner and is not visible from the street frontage.
- 1.13. No carport, covered patio, porch or verandah shall be erected or permitted to remain on the lot burdened unless the material used to erect same are of timber, brick or masonry.
- 1.14. No structure of a temporary nature which is intended for habitation, including any basement, shed, tent, garage, trailer, camper or caravan shall be erected or permitted to remain on the lot burdened.
- 1.15. No plant, machinery, caravan, box trailer, boat trailer or any part thereof shall be placed or permitted to remain on any lot burdened in the area between the rear building line of the main building erected and the public road. However, nothing herein contained shall preclude the area behind the front building line alignment provided its suitably screened from the public road.
- 1.16. No motor truck, tow truck, lorry or semi-trailer with a load carrying capacity exceeding two and half (2.5) tones shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the construction of a dwelling on the relevant lot burdened.
- 1.17. No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless same is not visible from any public road or is screened from any public road.
- 1.18. No television masts, antennas or satellite dish shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
- 1.19. No building is to be erected on any corner allotment unless the design is firstly approved by the Proprietor of the Land relating to aesthetic consideration of the building and side street elevations and type of fencing to be used, prior to lodging Development Applications with Campbelltown City Council.

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

(Sheet 8 of 14)

Plan Plan of Subdivision of Lot 208 in Deposited
Plan 1221972 covered by Subdivision Certificate
No. Dated:

- 1.20. No building shall be permitted to be constructed on the lot burdened or the construction of any building be permitted to continue on the lot burdened in the event that any object or thing generated by the construction including any spoil or builders rubbish is deposited or permitted to remain on any adjoining lot burdened.
- 1.21. No building erected on any lot burdened shall remain without appropriate landscaping between the front building alignment and the public road beyond three (3) months of occupation and such landscaping would include turfing and a driveway constructed of stenciled or stamped concrete, faux brick or paver which is designed for driveway purposes.
- 1.22. That no advertisement, hoarding, sign or similar structure shall be erected on any lot provided that nothing herein shall preclude the display of a builders "for sale" sign and such sign shall be no larger than 1m by 0.75m in size.

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

John Mir Holdings Pty Limited ACN 000767644

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

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

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

Epsilon Distribution Ministerial Holding Corporation

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

1.0 Definitions

- 1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 **erect** includes construct, install, build and maintain.

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

(Sheet 9 of 14)

Plan Plan of Subdivision of Lot 208 in Deposited
Plan 1221972 covered by Subdivision Certificate
No. Dated:

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

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

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

2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and

2.3 the owner provides the authority benefited with an engineer's certificate to this effect.

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

4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

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

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

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

Epsilon Distribution Ministerial Holding Corporation.

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

1.0 Definitions

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

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

(Sheet 10 of 14)

Plan Plan of Subdivision of Lot 208 in Deposited
Plan 1221972 covered by Subdivision Certificate
No. Dated:

- 1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
- 2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.
- 3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System
- 3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan.

Epsilon Distribution Ministerial Holding Corporation.

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

No buildings/structures will be permitted on the lot burdened, being a filled lot, unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities as approved by Campbelltown City Council.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan.

Campbelltown City Council.

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

(Sheet 11 of 14)

Plan

Plan of Subdivision of Lot 208 in Deposited
Plan 1221972 covered by Subdivision Certificate
No. Dated:

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

No buildings/structures will be permitted to be developed on the lots burdened unless they are designed in accordance with the relevant provisions of the *Campbelltown Sustainable City Development Control Plan 2015, Volume 1 Part 2 & Volume 1 Part 3*.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 8 in the plan.

Campbelltown City Council.

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

(Sheet 12 of 14)

Plan

Plan of Subdivision of Lot 208 in Deposited
Plan 1221972 covered by Subdivision Certificate
No. Dated:

Part 2 (Signatures and Seals)

EXECUTED on behalf of John Mir Holdings Pty)
Limited ACN 000 767 644 on the)
day of.....2021 by the)
authorized persons whose signatures appear below)
pursuant to Section 127(1) of the Corporations)
Act 2001.)

Signature

Name: _____

Position Held: DIRECTOR

Signature

Name: _____

Position Held: DIRECTOR/SECRETARY

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

(Sheet 13 of 14)

Plan

Plan of Subdivision of Lot 208 in Deposited
Plan 1221972 covered by Subdivision Certificate
No. _____ Dated: _____

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

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

Signature of witness:

Signature of attorney:

Name of witness:

Name and position of attorney:
Simon Lawton
Strategic Property Manager

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Power of attorney: Book _____

No. _____

EE reference: _____

Date: _____

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

(Sheet 14 of 14)

Plan

Plan of Subdivision of Lot 208 in Deposited
Plan 1221972 covered by Subdivision Certificate
No. Dated:

Executed by **CAMPBELLTOWN CITY COUNCIL** by its Authorised Delegate pursuant to S.378 of the Local Government Act 1993 in the presence of:

Signature of Witness

Signature of Authorised Delegate

Print Name of Witness

Name and Authorised Delegate

Address of Witness

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only	Office Use Only
Registered:	
Title System: TORRENS	
PLAN OF SUBDIVISION OF LOT 108 IN DP 1231291	LGA: CAMPBELLTOWN Locality: EAGLE VALE Parish: ST PETER County: CUMBERLAND
Survey Certificate I, WARREN RAYMOND SAUNDERS of PREMISE AUSTRALIA PTY LTD – LEVEL 3 SUITE 301 ORAN PARK PODIUM, ORAN PARK NSW 2571 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on *(b) The part of the land shown in the plan Lots 201 to 207 was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'X' ~ 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature: Dated: Surveyor Identification No: 186 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:—
	Subdivision Certificate I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.
Plans used in the preparation of survey/compilation. DP 1231291 DP 1204833 DP 261628 DP 264681	Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE THE EXTENSION OF MINCHINBURY TERRACE (15 WIDE & VARIABLE WIDTH) SUBJECT TO THE EASEMENTS FOR TRANSMISSION LINE (DP 261195 & DP 631237) AND ROAD No.1 (15 WIDE & VARIABLE WIDTH) SUBJECT TO THE EASEMENTS FOR TRANSMISSION LINES (DP 261195 & DP 631237) TO THE PUBLIC AS PUBLIC ROAD.
Surveyor's Reference: 318014.02A.DP	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 108 IN
DP 1231291**

Subdivision Certificate number:

Date of Endorsement:

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

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (W)
2. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (F)
3. RIGHT OF ACCESS VARIABLE WIDTH (R)
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND

SCHEDULE OF ADDRESSES

LOT No.	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
201	95	MINCHINBURY	TERRACE	EAGLE VALE
202	97	MINCHINBURY	TERRACE	EAGLE VALE
203	122	MINCHINBURY	TERRACE	EAGLE VALE
204	124	MINCHINBURY	TERRACE	EAGLE VALE
205	126	MINCHINBURY	TERRACE	EAGLE VALE
206	128	MINCHINBURY	TERRACE	EAGLE VALE
207	130	MINCHINBURY	TERRACE	EAGLE VALE
208	ADDRESS	NOT	AVAILABLE	EAGLE VALE

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOT 108 IN DP 1231291

Subdivision Certificate number:

Date of Endorsement:

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

EXECUTED on behalf of John Mir Holdings Pty)
 Limited ACN 000 767 644 on the)
 day of.....2020 by the)
 authorized persons whose signatures appear below)
 pursuant to Section 127(1) of the Corporations)
 Act 2001.)

Signature

Name:

Position Held: DIRECTOR

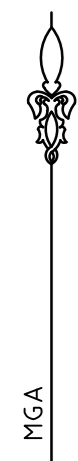
Signature

Name:

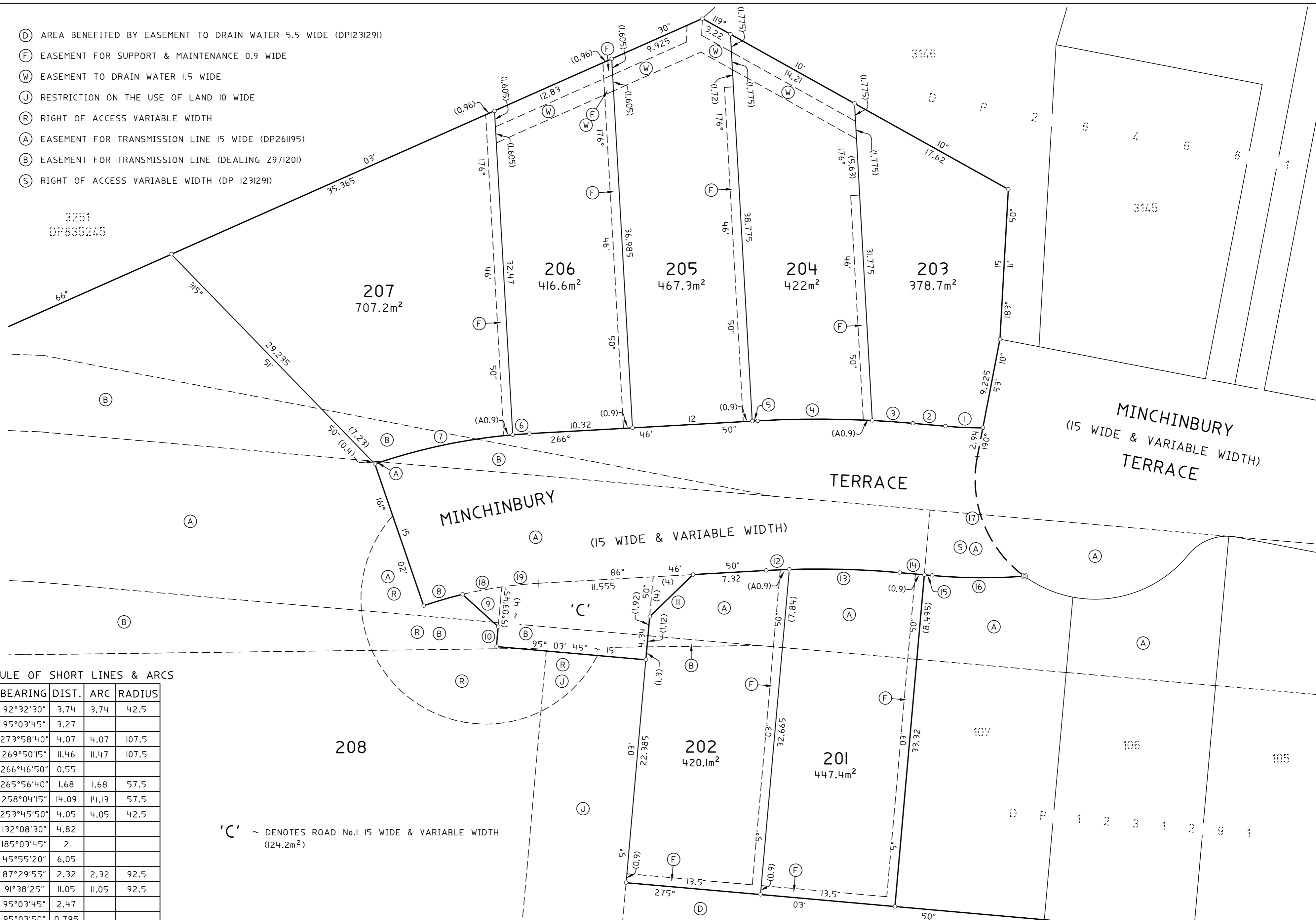
Position Held: DIRECTOR/SECRETARY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 318014.02A.DP



- (D) AREA BENEFITED BY EASEMENT TO DRAIN WATER 5.5 WIDE (DPI231291)
- (F) EASEMENT FOR SUPPORT & MAINTENANCE 0.9 WIDE
- (W) EASEMENT TO DRAIN WATER 1.5 WIDE
- (J) RESTRICTION ON THE USE OF LAND 10 WIDE
- (R) RIGHT OF ACCESS VARIABLE WIDTH
- (A) EASEMENT FOR TRANSMISSION LINE 15 WIDE (DP261195)
- (B) EASEMENT FOR TRANSMISSION LINE (DEALING Z971201)
- (S) RIGHT OF ACCESS VARIABLE WIDTH (DP 1231291)



SCHEDULE OF SHORT LINES & ARCS

No.	BEARING	DIST.	ARC	RADIUS
1	92°32'30"	3.74	3.74	42.5
2	95°03'45"	3.27		
3	273°58'40"	4.07	4.07	107.5
4	269°50'15"	11.46	11.47	107.5
5	266°46'50"	0.55		
6	265°56'40"	1.68	1.68	57.5
7	258°04'15"	14.09	14.13	57.5
8	253°45'50"	4.05	4.05	42.5
9	132°08'30"	4.82		
10	185°03'45"	2		
11	45°55'20"	6.05		
12	87°29'55"	2.32	2.32	92.5
13	91°38'25"	11.05	11.05	92.5
14	95°03'45"	2.47		
15	95°03'50"	0.795		
16	90°27'30"	9.215	9.225	57.5
17	338°29'40"	12.855	13.565	12
18	79°11'30"	4	4	42.5
19	84°20'05"	3.63	3.63	42.5

'C' ~ DENOTES ROAD No.1 15 WIDE & VARIABLE WIDTH (124.2m²)

Surveyor: WARREN RAYMOND SAUNDERS
 Date of Survey: xx/xx/2020
 Surveyor's Ref: 318014.02A.DP

PLAN OF SUBDIVISION OF LOT 108 IN DP 1231291

LGA: CAMPBELLTOWN
 Locality: EAGLE VALE
 Subdivision No:
 Lengths are in metres. Reduction Ratio 1:250

Registered

DP 1221972

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

(Sheet 1 of 8)

Plan

Plan of Subdivision of Lot 108 in Deposited
Plan 1231291 covered by Subdivision Certificate
No. Dated:

Full name and address of the owners of the land

John Mir Holdings Pty Limited
A.C.N. 000 767 644
Raymond Street Bankstown NSW 2170

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 (W)	Lot 204 Lot 205 Lot 206	Lot 203 Lots 203, 204, 206 and 207 Lot 207
2	Easement for Support and Maintenance 0.9 wide (F)	Lot 201 Lot 202 Lot 204 Lot 205 Lot 206 Lot 207	Lot 208 & Lot 107 in DP 1231291 Lots 201 & 208 Lot 203 Lot 204 Lot 205 Lot 206
3	Right of Access Variable Width (R)	Lot 208	Campbelltown City Council
4	Restriction on the Use of Land	Lots 201 to 207 inclusive	Every other Lot in the said plan except Lot 208
5	Restriction on the Use of Land	Lots 201 to 207 inclusive	Every other Lot in the said plan except Lot 208
6	Restriction on the Use of Land	Lots 201 to 207 inclusive	Campbelltown City Council
7	Restriction on the Use of Land	Part Lot 208 designated 'J' on the plan	Campbelltown City Council
8	Restriction on the Use of Land	Lots 201 to 207 inclusive	Campbelltown City Council

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

(Sheet 2 of 8)

Plan

Plan of Subdivision of Lot 108 in Deposited
Plan 1231291 covered by Subdivision Certificate
No. Dated:

Part 2 (Terms)

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

As set out in Part 1 of Schedule 8 of the Conveyancing Act, 1919.

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

Campbelltown City Council

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

1.1 The owner of the lots burdened grants to the owner of the lots benefited the right for the lot benefited to be supported by the retaining wall located on the lots burdened to the extent that the lots benefited derives support from the lots burdened on the conditions set out in this easement.

1.2 The owner of the lots burdened must, in respect of the retaining wall constructed on the lots burdened, at its own cost, maintain and repair the retaining wall on that part of the lots burdened which is capable of affording support to the lots benefited at all times by, amongst other things, ensuring that the support including the retaining wall is regularly inspected, maintained, repaired and kept in a sound and safe structural condition.

1.3 In exercising its rights under clause 1.2, the owner of the lots burdened must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner of the lots benefited;
- (c) cause as little damage as is practicable; and
- (d) make good any collateral damage.

1.4 If the owners of the lots burdened do not maintain the retaining wall providing support to the lot benefited as required under clause 1.3, the owner of the lots benefited may (provided the terms of the Easement have been complied with) at the cost of the owners of the lots burdened, do anything reasonably necessary for the purpose of exercising its rights under this easement, including:

- (a) carrying out work on the lots burdened to ensure that support is maintained to the lots benefited, including additional supporting works reasonably necessary; and
- (b) entering the lots burdened with or without tools and equipment and remaining there for any reasonable period of time for that purpose.

1.5 In exercising its rights under clause 1.4, the owners of the lots benefited must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner of the lots burdened;
- (c) cause as little damage as is practicable; and
- (d) make good any collateral damage.

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

(Sheet 3 of 8)

Plan Plan of Subdivision of Lot 108 in Deposited
Plan 1231291 covered by Subdivision Certificate
No. Dated:

1.6 Except when urgent work is required, the owners of the lots benefited must:

- (a) give the owners of the lots burdened reasonable notice of intention to enter the lots burdened; and
- (b) only enter the lots burdened during times reasonably agreed with the owners of the lots burdened.

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

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

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

As set out in Part 14 of Schedule 8 of the Conveyancing Act, 1919 as amended.

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

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

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

- 1.1. No Main building on a standard lot shall be erected or permitted to remain on the subject land having an overall floor area of less than one hundred and eighty square meters (180m²) within the external brickwork and may include the garage, provided such garage is attached and under the main roof.
- 1.2. No building, including attached or separate garage or carport shall be erected on the subject land with external walls or walls of material other than brick, brick veneer, concrete, stone, timber, aluminium, glass or any combination of such materials PROVIDED that material other than brick shall only be used in combination with brick and that external area shall not exceed thirty percent of the total wall area.
- 1.3. Stone, concrete or aluminium shall not be used as areas of walls as such.
- 1.4. Fibre cement sheeting in combination with brickwork is strictly not permissible as a material for any external walls of a dwelling except in conjunction with cement render.
- 1.5. That not more than one building shall be erected on the land except on lots of 700m² or more that Council may approve for dual occupancy.
- 1.6. On such lots that council may approve a dual occupancy:-
 - (a) the duplex must embody at least two (2) floors designed for human habitation; and
 - (b) have asymmetrical entries to give the appearance of one large dwelling; and
 - (c) be approved by the Proprietor of the Land.

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

(Sheet 4 of 8)

Plan

Plan of Subdivision of Lot 108 in Deposited
Plan 1231291 covered by Subdivision Certificate
No. Dated:

- 1.7. For attached dual occupancy developments, three hundred and twenty-five square metres (325m²) is a minimum overall floor area within the external brickwork and may include garages, provided such garages are attached and under the main roof.
- 1.8. For detached dual occupancy developments, one hundred and sixty-five square metres (165m²) per dwelling is a minimum overall floor area within the external brickwork and may include garage, provided such garage is attached and under the main roof.
- 1.9. No fence to be erected along any primary street frontage or between the building line and street alignment unless such fence is of low decorative type.
- 1.10. That no fence shall be erected on the lot burdened to divide it from any adjoining land owned by John Mir Holdings Pty Limited its successors or assigns other than purchasers on sale without the consent of John Mir Holdings Pty Limited its successors or assigns but such consent shall not be upheld if such fence is erected without expense to John Mir Holdings Pty Limited its successors or assigns and in favour of any person dealing with the lot such consent shall be deemed to have been given in respect to every such fence for the time being erected.
- 1.11. No fence shall be erected or permitted to remain on the lot burdened unless it is constructed of sheet metal treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process and is merino/ paperbark in colour.
- 1.12. No building is to be erected on the subject land having a roof or corrugated metal or cement sheeting of any kind provided nothing herein contained shall preclude the erection of a building with a flat roof design and such roof is constructed in a proper and workman like manner and is not visible from the street frontage.
- 1.13. No carport, covered patio, porch or verandah shall be erected or permitted to remain on the lot burdened unless the material used to erect same are of timber, brick or masonry.
- 1.14. No structure of a temporary nature which is intended for habitation, including any basement, shed, tent, garage, trailer, camper or caravan shall be erected or permitted to remain on the lot burdened.
- 1.15. No plant, machinery, caravan, box trailer, boat trailer or any part thereof shall be placed or permitted to remain on any lot burdened in the area between the rear building line of the main building erected and the public road. However, nothing herein contained shall preclude the area behind the front building line alignment provided its suitably screened from the public road.
- 1.16. No motor truck, tow truck, lorry or semi-trailer with a load carrying capacity exceeding two and half (2.5) tones shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the construction of a dwelling on the relevant lot burdened.

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

(Sheet 5 of 8)

Plan

Plan of Subdivision of Lot 108 in Deposited
Plan 1231291 covered by Subdivision Certificate
No. Dated:

- 1.17. No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless same is not visible from any public road or is screened from any public road.
- 1.18. No television masts, antennas or satellite dish shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
- 1.19. No building is to be erected on any corner allotment unless the design is firstly approved by the Proprietor of the Land relating to aesthetic consideration of the building and side street elevations and type of fencing to be used, prior to lodging Development Applications with Campbelltown City Council.
- 1.20. No building shall be permitted to be constructed on the lot burdened or the construction of any building be permitted to continue on the lot burdened in the event that any object or thing generated by the construction including any spoil or builders rubbish is deposited or permitted to remain on any adjoining lot burdened.
- 1.21. No building erected on any lot burdened shall remain without appropriate landscaping between the front building alignment and the public road beyond three (3) months of occupation and such landscaping would include turfing and a driveway constructed of stenciled or stamped concrete, faux brick or paver which is designed for driveway purposes.
- 1.22. That no advertisement, hoarding, sign or similar structure shall be erected on any lot provided that nothing herein shall preclude the display of a builders "for sale" sign and such sign shall be no larger than 1m by 0.75m in size.

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

John Mir Holdings Pty Limited ACN 000767644

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

The roofing material of the lot burdened must be charcoal in colour.

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

John Mir Holdings Pty Limited ACN 000767644

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

(Sheet 6 of 8)

Plan

Plan of Subdivision of Lot 108 in Deposited
Plan 1231291 covered by Subdivision Certificate
No. Dated:

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

No buildings/structures will be permitted on the lot burdened, being a filled lot, unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities as approved by Campbelltown City Council.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan.

Campbelltown City Council.

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

The land within an area designated 'J' affecting part of Lot 208 is to be managed as an inner protection area as set out in the drawings titled 'Figure 3: Bushfire hazard assessment – Stage 1' in the 'Bushfire Protection Assessment' prepared by Eco Logical Australia Pty Limited dated 14 March 2016 and referenced 16SGB_3732.

Temporary Asset Protection Zones shall be managed as outlined within Section 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Services document 'Standards for asset protection zones'.

The restriction may be released, varied or modified upon the removal of the hazard as part of any future development of Lot 208.

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

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

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

No buildings/structures will be permitted to be developed on the lots burdened unless they are designed in accordance with the relevant provisions of the *Campbelltown Sustainable City Development Control Plan 2015, Volume 1 Part 2 & Volume 1 Part 3*.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 8 in the plan.

Campbelltown City Council.

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

(Sheet 7 of 8)

Plan

Plan of Subdivision of Lot 108 in Deposited
Plan 1231291 covered by Subdivision Certificate
No. Dated:

Part 2 (Signatures and Seals)

EXECUTED on behalf of John Mir Holdings Pty)
Limited ACN 000 767 644 on the)
day of.....2020 by the)
authorized persons whose signatures appear below)
pursuant to Section 127(1) of the Corporations)
Act 2001.)

Signature

Name: _____

Position Held: DIRECTOR

Signature

Name: _____

Position Held: DIRECTOR/SECRETARY

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

(Sheet 8 of 8)

Plan

Plan of Subdivision of Lot 108 in Deposited
Plan 1231291 covered by Subdivision Certificate
No. Dated:

Executed by **CAMPBELLTOWN CITY COUNCIL** by its Authorised Delegate pursuant to S.378 of the Local Government Act 1993 in the presence of:

Signature of Witness

Signature of Authorised Delegate

Print Name of Witness

Name and Authorised Delegate

Address of Witness

Annexure 2 – Requisitions on Title and Replies

FromPurchasers Solicitor

ToVendors Solicitor

Date:

REQUISITIONS ON TITLE

2008 EDITION

RE:..... Purchase From.....

Property

(In these Requisitions the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender and the terms Clause and Clauses refer to a Clause or Clauses in the 2005 Edition of the Contract for Sale of Land).

REQUISITIONS	RESPONSE
1. The Vendor must comply on completion with Clauses 15, 16.1, 16.2, 16.3, 16.5, 16.8 and 17.1.	
2. The Vendor must comply before completion with Clause 16.12.	
3. Rates and Taxes must be adjusted in accordance with Clause 14 and the Vendor must comply with Clause 16.6.	
4. The Vendor must before completion comply with any work order in accordance with Clauses 11.1 and 14.8.	
5. Has any claim been made on the Vendor to contribute to the cost of the boundary fences or is the Vendor aware of any such claim being made? If so, the Vendor should satisfy such claim before completion and produce receipt on or before completion.	
6. Is the Vendor aware of:- (a) any unregistered easements such as a right of way which affect the property? If so, please give full details. (b) the breach of any covenant noted on the title? If so, such breach must be remedied before completion.	
7. Has the Vendor received any notification from the Roads and Traffic Authority or local Council that the land or part of it is to be realigned, widened, altered or resumed? If so, please give full details.	
8. Is there any outstanding notification, claim or requirement of:- (a) a statutory or local authority, or (b) an adjoining owner which affects the property or any part of it? Any such notice, claim or requirement issued before contracts were exchanged must be complied with by the Vendor before completion.	
9. Is there any permissive occupancy of any part of the property or is any one in adverse possession? If so, the Purchaser relies on Clauses 16.3 and 17.1.	
10. Has any party (including corporation) acquired any rights in the property by prescription? The Purchaser relies on Clauses 16.3 and 17.1.	
11. If the sale of the property is subject to an existing tenancy:- (a) (if not already supplied) the Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid. (b) has there been any breach of the lease in which case such breach must be remedied before completion. (c) rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2. (d) the lease (stamped and, if necessary, registered) should be handed over to the Purchaser on completion. (e) if applicable, the Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from	

REQUISITIONS	RESPONSE
<p>completion.</p> <p>(f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.</p>	
<p>12. Have the provisions of the Local Government Act 1919, or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to buildings, subdivisions, alterations and additions been complied with in relation to the subject land and improvements? Any non-compliance must be advised before settlement.</p>	
<p>13. If any statutory or local authority has a valid claim to money due by the Vendor in respect of the property, such monetary claim or claims should be settled and discharged by the Vendor before completion.</p>	
<p>14. The Purchaser reserves his contractual rights to make a claim on the Vendor before completion as provided in Clauses 6, 7, 11.2 and 14.8.</p>	
<p>15. Has the Vendor or any predecessor in title:-</p> <p>(a) been bankrupt or are there any pending bankruptcy proceedings against the Vendor?</p> <p>(b) entered into any development or other agreement with a statutory or local authority which binds the subject land and which will bind the Purchaser on and from completion?</p> <p>If so, please give details?</p>	
<p>16. The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registerable forms to remove them, properly executed, must be tendered at completion.</p>	
<p>17. Is there any pending litigation in respect of the property?</p>	
<p>18. Is the Vendor aware of any rights to, or restrictions on, access to the property? If so, please give full details.</p>	
<p>19. Is the Vendor aware of any restrictions on the use or development of the land?</p>	
<p>20. Survey should be satisfactory and certify (or report) that:-</p> <p>(a) the whole of the land sold will be available to the Purchasers on completion and</p> <p>(b) there is no encroachment by or upon the subject land and</p> <p>(c) the improvements sold are erected on the subject land.</p>	
<p>21. Has the Vendor been served with any order under Section 124 of the Local Government Act 1993 requiring him to demolish, repair or make structural alterations to a building which is erected on the subject land? If such order has not been complied with, the Vendor should do so before completion, and notify the Purchaser of his compliance.</p>	
<p>22. Has the Vendor or his mortgagee:-</p> <p>(a) a survey report?</p> <p>(b) a building certificate issued under Section 317A or Section 317AE of the Local Government Act 1913?</p> <p>(c) a building certificate issued under Section 149 of the Environmental Planning and Assessment Act 1979, Section 149D?</p> <p>If so, please obtain and forward a copy and ensure that the originals are handed over on completion.</p>	
<p>23. Has the Vendor been served with an order issued by the local Council or a consent authority under Section 121B of the Environmental Planning and Assessment Act 1979? If so, please give details.</p>	
<p>24. Is the land affected by the:-</p> <p>(a) National Parks and Wildlife Act 1974? If so, has the land or any part of it been set aside for conservation purposes? Please give full details.</p> <p>(b) Rural Fires Act 1997? If so, is the land a bushfire hazard or bushfire-prone land? Please give full details.</p> <p>(c) Threatened Species Conservation Act 1995? If so, please give full details.</p> <p>(d) Contaminated Land Management Act 1997? If so, please give full details.</p> <p>(e) Local Government Act 1993, Section 124? If so, please give full details.</p> <p>(f) Noxious Weeds Act 1993? If so, please give full details.</p>	

REQUISITIONS	RESPONSE
(g) Heritage Act 1977? If so, please give full details. (h) Unhealthy Building Land Act 1990? If so, please give full details.	
25. Has the Vendor been served with any notice, order or claim arising under the following statutes:- (a) Family Law Act 1975 (Commonwealth Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Provision Act 1982 (NSW Statute)? (d) Encroachment of Building Act 1922 (NSW Statute)? If so, please advise full details.	
26. If the property sold "off-the-plan":- (a) the Vendor must provide the Purchaser on or before completion with:- (i) an Occupation Certificate (or a copy) issued as required by section 109M(1) of the Environmental Planning and Assessment Act 1979. (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion. (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979. (iv) Evidence that a final Fire Safety Certificate has been issued for the building. (b) Has the Vendor complied fully with the local Councils Conditions of Development Consent in respect of the Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified. (c) The Vendor must comply with Clause 28.2 before completion.	
27. Is the subject land inclosed land within the meaning of the Inclosed Lands Protection Act 1901?	
28. If a Swimming Pool is included in the sale:- (a) was its construction approved by the Local Council? Please furnish a copy of such approval. (b) have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with? (c) the Vendor should assign in writing to the Purchaser the benefit of any current warranties or guarantees in relation to the contract for the construction of the Swimming Pool. Do any such warranties and guarantees exist? (d) all pool chemicals and equipment should be left behind by the Vendors for the Purchasers use.	
29. If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	
30. Are any of the inclusions specified in the Contract subject to any credit contract, hire purchase agreement, security interest in goods, leasing agreement, lien, charge or otherwise encumbered? If so, the Vendor should satisfy any such liability on or before completion.	
31. If the Vendor is an executor and/or trustee:- (a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustees receipt. (b) Alternatively, do you require payment of the amount payable to the Vendors to be made into an Estate bank account? (c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please	

REQUISITIONS	RESPONSE
<p>produce your written authority before settlement.</p> <p>(d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.</p>	
<p>32. In the case of Old System Title land:-</p> <p>(a) The Deeds and documents listed on Annexure "A" to these Requisitions should be produced for our inspection and found satisfactory prior to completion.</p> <p>(b) The Deeds and documents listed on Annexure "B" to these Requisitions relating solely to the subject property should be produced for inspection and found satisfactory and handed over at settlement.</p> <p>(c) As the Vendors will not retain any estate in the lands dealt with by the Deeds listed on Annexure "C" to these Requisitions after conveyance of the subject property to the Purchasers, they should be permanently deposited in the office of the Land and Property Information (NSW), Sydney, in accordance with Section 53(2)(e) of the Conveyancing Act 1919 and a certified copy of the Lodgement receipt furnished at settlement or, a written undertaking to furnish such certified copy handed over at settlement.</p> <p>(d) The Vendor must comply with Clauses 25.2 and 25.8 before completion.</p>	
<p>33. Have any building works been carried out at the property to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide before completion satisfactory evidence that such legislation has been complied with.</p>	
<p>34. If the Transfer (or in the case of Old System Title, the Deed of Conveyance) will be signed under Power of Attorney:-</p> <p>(a) Please produce before completion a copy of the registered Power of Attorney, and</p> <p>(b) Written evidence should be provided at settlement of its non-revocation.</p>	
<p>35. Is the subject property situated within an aircraft flight path? If so, on what basis and what curfew applies?</p>	
<p>36. Satisfactory evidence must be produced before completion that any:-</p> <p>(a) improvements erected over the sewer, and/or</p> <p>(b) rainwater downpipes connected to the sewer water was authorised or permitted in writing by Sydney Water Corporation or its predecessor.</p>	
<p>37. Is there any encroachment:-</p> <p>(a) onto any adjoining land by any improvements erected on the subject land?</p> <p>(b) by any improvements erected on adjoining land onto the subject land to the Vendors knowledge? If so, please give details of any such encroachment which should be removed before completion.</p>	
<p>38. Has the Vendor been served with any notice or order relating to fire safety issued under Section 124 of the Local Government Act 1993 which the Vendor has not fully complied with? If so, the Vendor must satisfy the terms of such notice or order before completion.</p>	
<p>39. The Vendor must comply with Clause 4.2.</p>	
<p>40. The Vendor should provide at settlement a direction in accordance with Clause 20.5.</p>	
<p>41. (If applicable) The Vendor must comply with Clauses 13.4.2, 13.9 and 13.10 on and before completion.</p>	

DISCLAIMER

Although the contents of this form are believed to be correct, sufficient and appropriate at the time of printing, no legal liability is accepted by Australian Law Stationers Pty Ltd, the printer or the draftsman for any error or omission or any other liability that may arise directly or indirectly from the publication and use of this form.

.....
Solicitor for Vendor

Answers to Requisitions

1. Noted.
2. Noted.
3. Refer to contract.
4. Refer to contract.
5. No.
6. (a) – (b) No.
7. No.
8. (a) – (b) No.
9. No.
10. No.
11. (a) – (f) Not Applicable
12. Yes.
13. Not Applicable.
14. This alleged right is not admitted.
15. (a) No, as to predecessor Vendor has no knowledge.
(b) No.
16. Noted.
17. No.
18. No.
19. No.
20. (a) – (c) Noted.
21. No.
22. (a) – (c) Refer to contract.
23. No.
24. (a) – (h) The Purchaser to rely on own enquiries.
25. (a) – (d) No.
26. (a) – (c) Not applicable.
27. Purchaser should rely on own enquiries.
28. (a) – (d) Not Applicable.
29. (a) – (f) No.
30. No.
31. (a) – (d) Not applicable.
32. (a) – (d) Not Applicable.
33. No.
34. (a) – (b) Noted.
35. Purchaser to rely on own enquiries.
36. (a) – (b) Not applicable.
37. (a) Not applicable.
(b) No.
38. No.
39. Noted.
40. Noted.
41. Noted.

Prescribed Documents



REGISTRY
SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 10/1204833

SEARCH DATE	TIME	EDITION NO	DATE
21/8/2020	10:32 AM	1	17/3/2017

LAND

LOT 10 IN DEPOSITED PLAN 1204833
 AT EAGLE VALE
 LOCAL GOVERNMENT AREA CAMPBELLTOWN
 PARISH OF ST PETER COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP1204833

FIRST SCHEDULE

JOHN MIR HOLDINGS PTY LIMITED

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP261195 EASEMENT FOR TRANSMISSION LINE 15 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 Z971201 EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1204833 EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1204833 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1204833 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED (D) IN THE TITLE DIAGRAM
- 7 DP1204833 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED (E) IN THE TITLE DIAGRAM
- 8 DP1204833 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 9 DP1204833 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: PP DP1213747 PP DP1221972 PP DP1221975
 PP DP1231291.

*** END OF SEARCH ***

429419

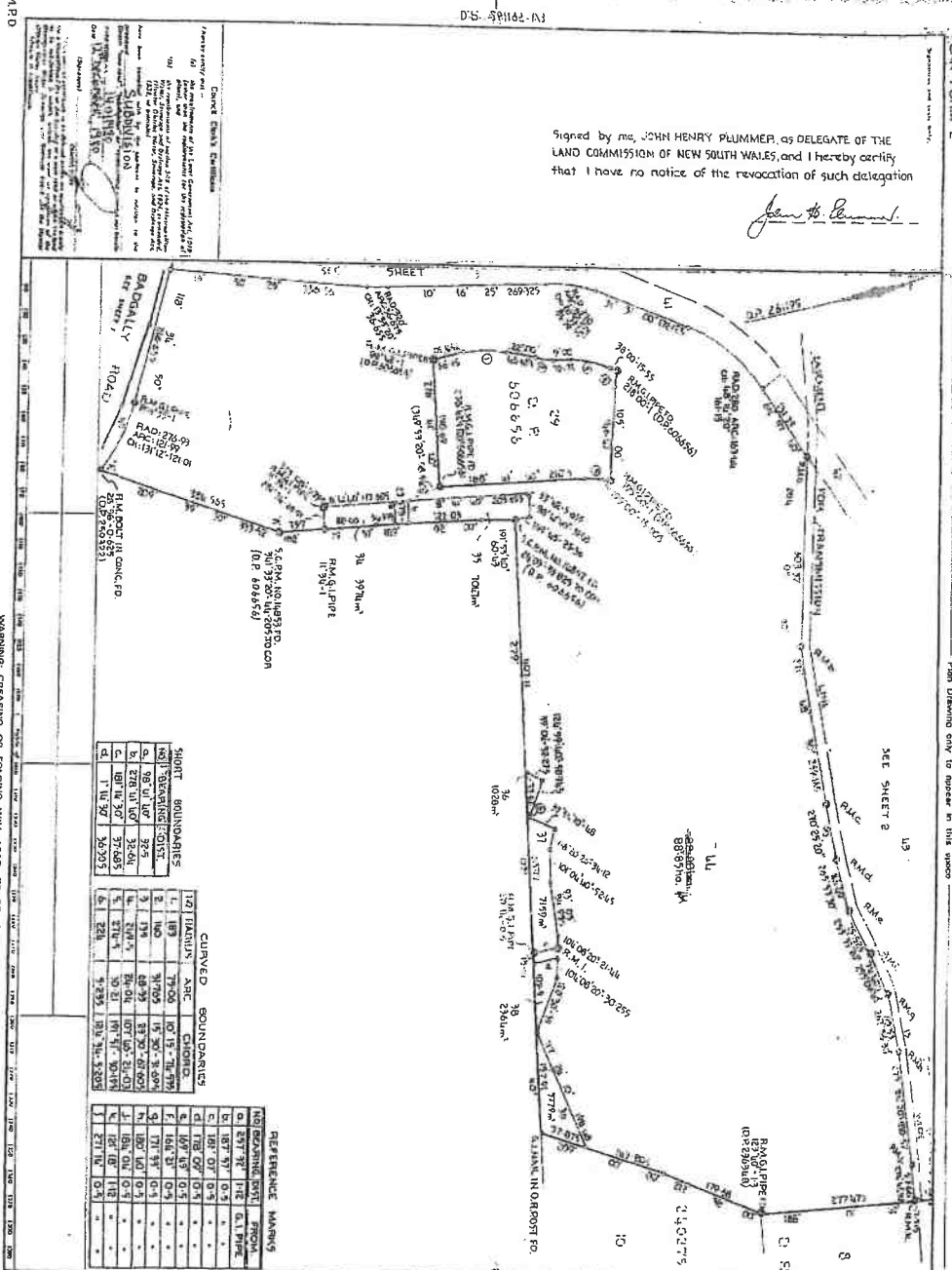
PRINTED ON 21/8/2020

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

PLAN FORM 2

Signed by me, JOHN HENRY PLUMMER, as DELEGATE OF THE
LAND COMMISSION OF NEW SOUTH WALES, and I hereby certify
that I have no notice of the revocation of such delegation

John H. Plummer



Plan Drawing only to issue in this issue

WARNING: CHECKING ON FOLDING WILL LEAD TO REJECTION

SHORT BOUNDARIES	
NORTH BOUNDARY DIST.	38.5
a. 85° 10' 00"	32.84
b. 278° 10' 00"	37.045
c. 187° 10' 00"	36.2035
d. 171° 10' 00"	36.2035
CURVED BOUNDARIES	
1. B	174.00
2. A	207.78
3. B	174.00
4. A	207.78
5. B	174.00
6. A	207.78
7. B	174.00
8. A	207.78
9. B	174.00
10. A	207.78
11. B	174.00
12. A	207.78
13. B	174.00
14. A	207.78
15. B	174.00
16. A	207.78
17. B	174.00
18. A	207.78
19. B	174.00
20. A	207.78
21. B	174.00
22. A	207.78
23. B	174.00
24. A	207.78
25. B	174.00
26. A	207.78
27. B	174.00
28. A	207.78
29. B	174.00
30. A	207.78
31. B	174.00
32. A	207.78
33. B	174.00
34. A	207.78
35. B	174.00
36. A	207.78
37. B	174.00
38. A	207.78
39. B	174.00
40. A	207.78
41. B	174.00
42. A	207.78
43. B	174.00
44. A	207.78
45. B	174.00
46. A	207.78
47. B	174.00
48. A	207.78
49. B	174.00
50. A	207.78
51. B	174.00
52. A	207.78
53. B	174.00
54. A	207.78
55. B	174.00
56. A	207.78
57. B	174.00
58. A	207.78
59. B	174.00
60. A	207.78
61. B	174.00
62. A	207.78
63. B	174.00
64. A	207.78
65. B	174.00
66. A	207.78
67. B	174.00
68. A	207.78
69. B	174.00
70. A	207.78
71. B	174.00
72. A	207.78
73. B	174.00
74. A	207.78
75. B	174.00
76. A	207.78
77. B	174.00
78. A	207.78
79. B	174.00
80. A	207.78
81. B	174.00
82. A	207.78
83. B	174.00
84. A	207.78
85. B	174.00
86. A	207.78
87. B	174.00
88. A	207.78
89. B	174.00
90. A	207.78
91. B	174.00
92. A	207.78
93. B	174.00
94. A	207.78
95. B	174.00
96. A	207.78
97. B	174.00
98. A	207.78
99. B	174.00
100. A	207.78
101. B	174.00
102. A	207.78
103. B	174.00
104. A	207.78
105. B	174.00
106. A	207.78
107. B	174.00
108. A	207.78
109. B	174.00
110. A	207.78
111. B	174.00
112. A	207.78
113. B	174.00
114. A	207.78
115. B	174.00
116. A	207.78
117. B	174.00
118. A	207.78
119. B	174.00
120. A	207.78

I, Bruce Richard Douglas, Under Secretary for Land and
Matters General for New South Wales, certify that this
document is an "original" of a
21st April, 1981

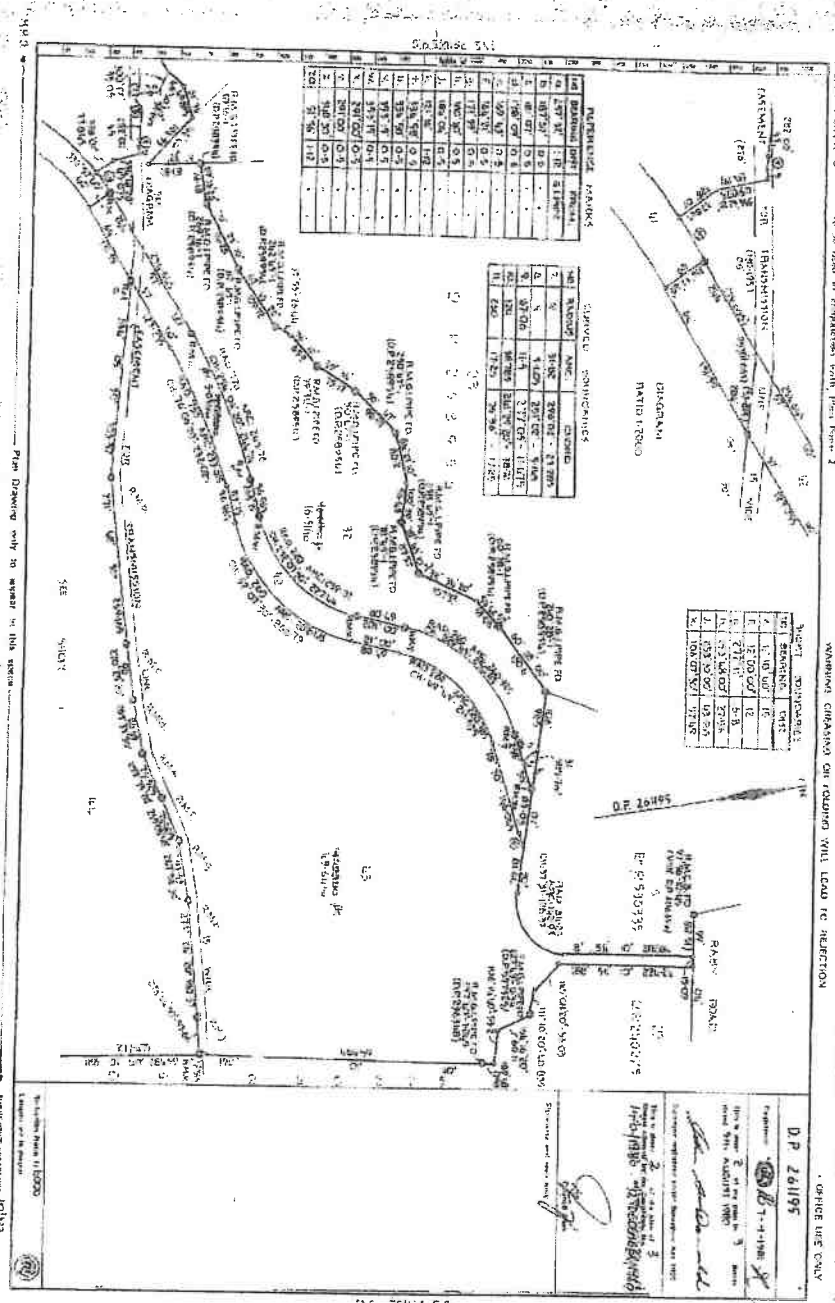
D.P. 261195
 PLAN OF SUBDIVISION OF LOT 30 IN
 LAND (140/1980 OF 12/12/1980)
 DISTRICT OF TORRENS
 SUBDIVISION
 LOT 30-9 OF U/730-9
 DISTRICT OF TORRENS
 PLAN OF SUBDIVISION OF LOT 30 IN
 D.P. 606656

Memorial Book 1: 11000
 Book 1: 11000
 Memorial Book 2: 11000
 Book 2: 11000
 Memorial Book 3: 11000
 Book 3: 11000

REGISTRAR GENERAL
 NEW SOUTH WALES

REGISTERED
 1981

1/1
 2/1
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 6/1
 7/1
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 15/1
 16/1
 17/1
 18/1
 19/1
 20/1





RECORDED
 14 JAN 1997
 17-35



GRANTING EASEMENT
 REAL PROPERTY ACT, 1900
 (See Instructions for Completion on back of form)

TG _____ of _____
 \$ _____

DESCRIPTION OF LAND
 Note (a)

Servient Tenement (Land burdened)	Dominant Tenement (Land benefited)
Torrens Title Reference	Torrens Title Reference
Folio Identifier 33/261195 Folio Identifier 152/774619 Folio Identifier 686/810632	

TRANSFEROR
 (registered proprietor of servient tenement)
 Note (b)

New South Wales Land and Housing Corporation

(the above named TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 3,000.00 and TRANSFERS and GRANTS

OFFICE USE ONLY
 OVER

Note (c)

See Annexure "A" hereto

TRANSFeree
 (registered proprietor of dominant tenement)
 Note (b)

out of the servient tenement and appurtenant to the dominant tenement to the TRANSFeree
 The Prospect County Council 10 Smith Street, Parramatta

PRIOR ENCUMBRANCES
 Note (d)

subject to the following PRIOR ENCUMBRANCES: 1. _____
 2. _____ 3. _____

EXECUTION
 Note (e)

DATE OF TRANSFER
 We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

Signed in my presence by the Transferor who is personally known to me

Signature of Witness
 Name of Witness (BLOCK LETTERS)
 Address and occupation of Witness

SIGNED by me GEOFFREY HOWARTH as Delegate of the New South Wales Land and Housing Corporation and I hereby certify that I have no notice of the revocation of such delegation.
 Signature of Transferor

Note (e)

Signed in my presence by the transferee who is personally known to me

Signature of Witness
 Name of Witness (BLOCK LETTERS)
 Address and occupation of Witness
 23-31 Moore St Liverpool
 Clerk

Signature of Transferee
 E. J. ANDREATTA
 SOLICITOR FOR TRANSFeree

TO BE COMPLETED BY LODGING PARTY
 Notes (f) and (g)

LODGED BY Mackay 02-91-1754	CT	OTHER	LOCATION OF DOCUMENTS Herewith
Delivery Box Number 544 F			In L.T.O. with
			Produced by 4160
Checked d31	Passed RF8	REGISTERED	Secondary Directions
Signed	Extra Fee		Delivery Directions

OFFICE USE ONLY

RP 13B

INSTRUCTIONS FOR COMPLETION

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office. Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgages, charges and leases of the servient tenement should consent to the grant of easement; otherwise, the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

Rule up all blanks.

The following instructions relate to the side notes on the form.

- (a) Description of land. **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifiers or Volume and Folios of the Certificate of Title/Crown Grants for both the dominant and servient tenements, e.g., 125/5P12345 or Vol. 8214 Fol. 126.
- (b) Show the full name, address and occupation or description.
- (c) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919), and accurately describe the site of the easement. The transfer and grant must comply with section 89 of the Conveyancing Act, 1919.
- (d) In the memorandum of prior encumbrances state only the registered number of any mortgage, lease or charge (except where the consent of the mortgagee, lessor or chargee is furnished), and of any writ recorded in the Register.
- (e) Execution.

- GENERALLY**
- (i) Should there be insufficient space for the execution of this dealing, use an annexure sheet.
 - (ii) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
- ATTORNEY**
- (iii) If the transfer is executed by an attorney for the transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AS by his attorney [for receiver or delegate, in the case of a] XY pursuant to power of attorney registered Book No. . . . and I declare that I have no notice of the revocation of the said power of attorney".
- AUTHORITY**
- (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)), the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

- CORPORATION**
- (v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.
- (f) Insert the name, postal address, Document Exchange reference, telephone number, and delivery box number of the lodging party.
 - (g) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. Lit. in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, pbs for probate, L/A for factors of administration.

OFFICE USE ONLY

DIRECTION: PROP No. OF NAMES:						FIRST SCHEDULE DIRECTIONS	
(A)	FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) I	(E)	NAME AND DESCRIPTION	
SECOND SCHEDULE & OTHER DIRECTIONS							
(F)	FOLIO IDENTIFIER FOR APAD, DEALING & FOLIO IDENTIFIERS	(G) DIRECTION	(H) NOTES TYPE	(I)	DEALING NUMBER	(K)	DETAILS
	33/261195	ON	EA				EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN AS 'PROPOSED EASEMENT FOR TRANSMISSION LINE' IN DP 631237.
	152/774619	ON	EA				EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP 631238.
	686/810632	OFF	NB		DP 631238		
	686/810632	ON	EA				EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP 631238.

"A"



THIS IS THE ANNEXURE MARKED "A" REFERRED TO IN TRANSFER OF EVEN DATE MADE BETWEEN NEW SOUTH WALES LAND AND HOUSING CORPORATION AND THE PROSPECT COUNTY COUNCIL:

DATED THIS _____ DAY OF _____ 199 1

- 1: An Easement for Transmission Line shown as "Proposed Easement for Transmission Line" on the plan lodged as D:P: 631237 and being part of Lot 33 in D:P: 261195 the terms of which Easement are more fully set out in the annexure hereto marked with the letter "B".
- 2: An Easement for Transmission Line shown as "Proposed Easement for Transmission Line" on the plan lodged as D:P: 631238 and being part of Lot 152 in D:P: 774679 the terms of which Easement are more fully set out in the annexure hereto marked with the letter "B".
- 3: An Easement for Transmission Line shown as "Proposed Easement for Transmission Line" on the plan lodged as D:P: 631238 and being part of lot 686 in D:P: 810632 the terms of which Easement are more fully set out in the annexure hereto marked with the letter "B".



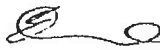
SIGNED by me GEOFFREY HOWARTH as Delegate of the New South Wales Land and Housing Corporation and I hereby certify that I have no notice of the revocation of such delegation.



"B"

THIS IS THE ANNEXURE MARKED "B" REFERRED TO IN THE TRANSFER OF EVEN DATE
HEREWITH MADE BETWEEN NEW SOUTH WALES LAND AND HOUSING CORPORATION and THE
PROSPECT COUNTY COUNCIL.
DATED THIS _____ DAY OF _____ 19 _____

Full and free right leave liberty and licence for the Transferee and its successors to erect construct place repair renew maintain use and remove overhead electricity transmission mains wires cables towers poles and ancillary works on the surface, undersurface, or subsoil of the servient tenement for the transmission of electricity and for purposes incidental thereto through and/or in and/or over and/or along the servient tenement and to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and to cut or trim or lop trees, branches and other growths or foliage and to remove any other obstructions of any kind whatsoever which now or at any time hereafter may overhang encroach or be in or on the servient tenement and which may or may be likely to interfere with any right leave liberty or licence granted hereunder and for any of the purposes aforesaid for the Transferee and every person authorised by it to enter into and upon the servient tenement or any part thereof at all reasonable times and to remain there for any reasonable time with Surveyors workmen vehicles things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things provided that the Transferee and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition AND the Transferor hereby covenants with the Transferee THAT the Transferor will not erect or permit to be erected any building or other erection of any kind or description on over or under the servient tenement or alter the surface level thereof or carry out any form of construction affecting the surface, undersurface or subsoil thereof without the Transferee's permission in writing being first had and obtained PROVIDED that anything permitted by the Transferee under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of the Transferee and to the reasonable satisfaction of the Engineer of the Transferee for the time being.


SIGNED by me GEOFFREY HOWARTH as Delegate of the New South Wales
Land and Housing Corporation and I hereby certify that I have no notice
of the revocation of such delegation.

LA: 0148g



Req:R527049 / Doc:DP 1204833 P / Rev:04-Apr-2017 / NSW LRS / Pgs:ALL / Prt:21-Aug-2020 10:37 / Seq:1 of 4
 © Office of the Registrar-General / Src:INFOTRACK / Ref:429419

PLAN FORM 2 (A2) DP1204833

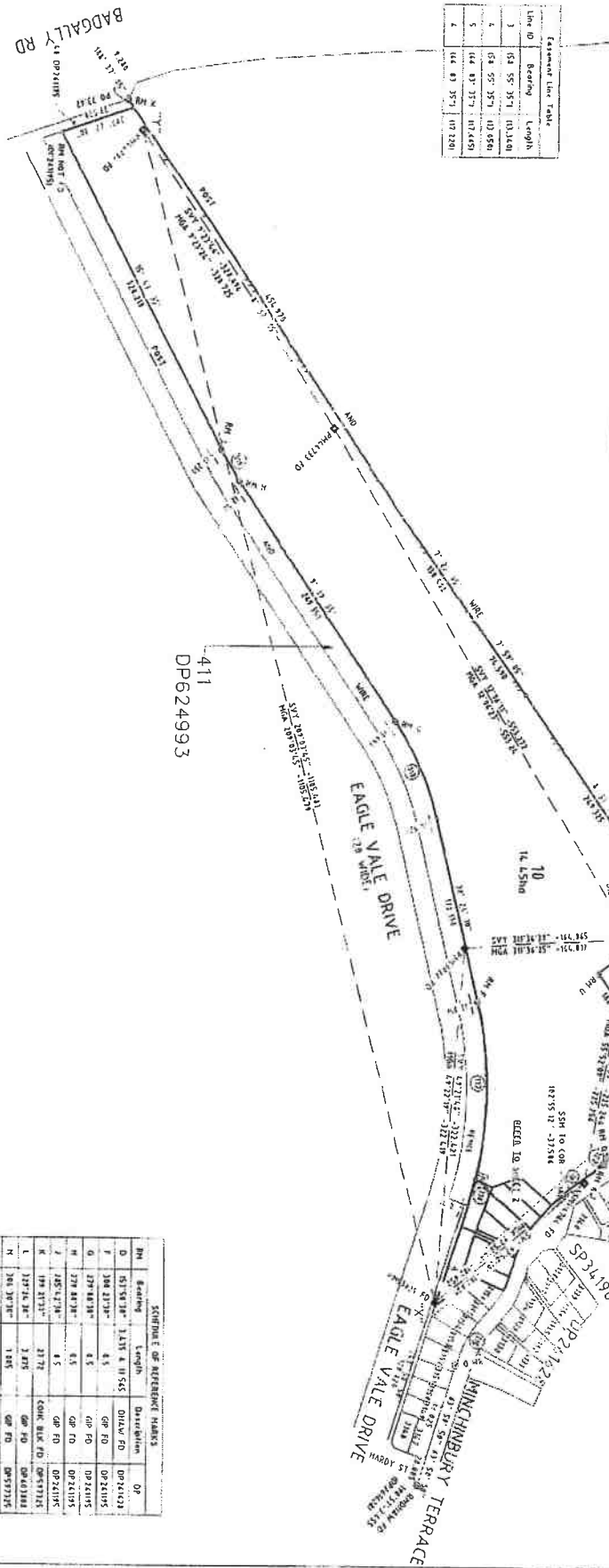
WARNING: GREASING OR FOLDING WILL LEAD TO REFLECTION

DP1204833

Sheet 1 of 2 sheets

Line ID	Bearing	Length
1	34° 35'	15.638
2	238° 55' 35"	64.388
3	110° 58'	15.851
4	190° 53' 00"	12.808
5	216° 57' 10"	15.988
6	3° 31' 15"	15.048

Curve ID	Chord Bearing	Chord Length	Arc Length	Radius
N1	116° 55' 10"	22.243	51.43	12.48
N2	243° 55' 35"	5.945	5.14	5.48
N3	78° 22' 30"	48.181	64.93	102.48
N4	262° 37' 10"	26.531	24.53	231.81
N5	228° 55' 54"	108.547	142.28	132.81
N6	111° 45' 55"	31.831	108.11	129.48
N7	12° 42' 55"	31.831	31.97	184.88



MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	METHOD
P041132	298274.558	4218722.418	56	B	7	SCMS
P041733	298484.195	4218447.787	56	B	7	SCMS
P041734	298988.238	4219587.751	56	B	7	SCMS
P053822	277182.287	4213638.330	56	B	7	SCMS
P053825	279321.689	4213688.791	56	B	7	SCMS
S5914791	297914.718	4213776.158	56	D	4	SCMS

VERTICAL AND SPATIAL INFORMATION REGULATION 2012 CLAUSE 4.1
 HORIZONTAL DATUM: GDA 2011
 VERTICAL DATUM: AHD
 COMBINED SEA LEVEL & SCALE FACTOR 1.000000

Surveyor ADRIAN BARDEN
 Date of Survey 16-12-15
 Surveyor's Ref: 51296-06

PLAN OF SUBDIVISION OF LOT 33 DP261195 AND LOT 3183 DP261628
 LGA CAMPBELLTOWN
 Locality EAGLE VALE
 Subdivision No 68/2016
 Lengths are in metres. Reduction Ratio 1/2500

Registered
 17.03.2017

DP1204833

BM	Reading	Length	Direction	DP
D	0518311"	1.117	E 11° 54'	DP261423
F	304 21320"	4.5	GP RD	DP261423
H	279 81318"	4.5	GP RD	DP261423
I	279 81318"	4.5	GP RD	DP261423
J	285 42731"	4.5	GP RD	DP261423
K	199 81318"	1.172	S 60° E 61° 12'	DP261423
L	129 76.34"	3.295	GP RD	DP261423
M	191 30728"	1.005	GP RD	DP261423
N	197 34871"	2.445	GP RD	DP261423
O	5745738"	1	GP RD	DP261423
P	1246734"	3.385	E 24° 51'	DP261423
Q	1246734"	3.385	E 11° 57'	DP261423
U	272 70932"	1.24	GP RD	DP261423

PLAN FORM 2 (A2) DP1204833

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

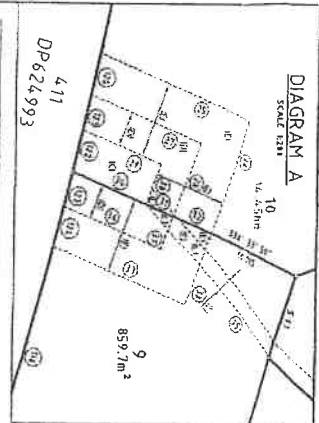


DIAGRAM A
SCALE 1:200

DIAGRAM B
NOT TO SCALE

Curve ID	Chord Bearing	Chord Length	Arc Length	Radius
101	046°04'57.1"	0.962	0.962	0.481
102	031°18'45.9"	0.270	0.270	0.135
103	024°45'07.9"	0.222	0.222	0.111
104	021°17'45.9"	0.272	0.272	0.136
105	020°39'55.9"	0.230	0.230	0.115
106	024°04'55.9"	0.270	0.270	0.135

Curve ID	Chord Bearing	Chord Length	Arc Length	Radius
107	95°18'18.7"	0.179	0.179	0.089
108	98°44'58.7"	0.324	0.324	0.162
109	84°18'45.9"	0.517	0.517	0.258
110	79°24'05.7"	0.475	0.475	0.237
111	73°14'29.8"	0.444	0.444	0.222
112	74°12'58.8"	0.385	0.385	0.192
113	48°24'05.7"	1.401	1.401	0.700
114	44°54'45.9"	3.508	3.508	1.754
115	42°04'7.5"	0.479	0.479	0.239
116	24°19'55.9"	4.294	4.294	2.147
117	24°19'55.9"	14.086	14.086	7.043
118	78°22'04.7"	60.141	60.141	30.070
119	242°29'40.8"	21.591	21.591	10.795

Line ID	Bearing	Length
1	164° 07' 47.1"	4.181
2	164° 07' 47.1"	2.303
3	164° 07' 47.1"	1.375
4	164° 07' 47.1"	3.551
5	164° 07' 47.1"	1.375

Line ID	Bearing	Length
6	164° 07' 47.1"	0.150
7	164° 07' 47.1"	0.150
8	164° 07' 47.1"	0.150
9	164° 07' 47.1"	0.150
10	164° 07' 47.1"	0.150
11	164° 07' 47.1"	0.150
12	164° 07' 47.1"	0.150
13	164° 07' 47.1"	0.150
14	164° 07' 47.1"	0.150
15	164° 07' 47.1"	0.150
16	164° 07' 47.1"	0.150
17	164° 07' 47.1"	0.150
18	164° 07' 47.1"	0.150
19	164° 07' 47.1"	0.150
20	164° 07' 47.1"	0.150
21	164° 07' 47.1"	0.150
22	164° 07' 47.1"	0.150
23	164° 07' 47.1"	0.150
24	164° 07' 47.1"	0.150
25	164° 07' 47.1"	0.150
26	164° 07' 47.1"	0.150
27	164° 07' 47.1"	0.150
28	164° 07' 47.1"	0.150
29	164° 07' 47.1"	0.150
30	164° 07' 47.1"	0.150
31	164° 07' 47.1"	0.150
32	164° 07' 47.1"	0.150
33	164° 07' 47.1"	0.150
34	164° 07' 47.1"	0.150
35	164° 07' 47.1"	0.150
36	164° 07' 47.1"	0.150
37	164° 07' 47.1"	0.150
38	164° 07' 47.1"	0.150
39	164° 07' 47.1"	0.150
40	164° 07' 47.1"	0.150

Line ID	Bearing	Length
41	164° 07' 47.1"	0.150
42	164° 07' 47.1"	0.150
43	164° 07' 47.1"	0.150
44	164° 07' 47.1"	0.150
45	164° 07' 47.1"	0.150
46	164° 07' 47.1"	0.150
47	164° 07' 47.1"	0.150
48	164° 07' 47.1"	0.150
49	164° 07' 47.1"	0.150
50	164° 07' 47.1"	0.150
51	164° 07' 47.1"	0.150
52	164° 07' 47.1"	0.150
53	164° 07' 47.1"	0.150
54	164° 07' 47.1"	0.150
55	164° 07' 47.1"	0.150
56	164° 07' 47.1"	0.150
57	164° 07' 47.1"	0.150
58	164° 07' 47.1"	0.150
59	164° 07' 47.1"	0.150
60	164° 07' 47.1"	0.150

REFERENCE MARKS

MARK	Bearing	Dist	Desc	DP
A	164° 07' 47.1"	1.43	1/4" B.I.S.D.	DP242812
B	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812
C	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812
D	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812
E	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812
F	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812
G	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812
H	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812
I	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812
J	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812
K	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812
L	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812
M	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812
N	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812
O	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812
P	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812
Q	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812
R	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812
S	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812
T	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812
U	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812
V	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812
W	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812
X	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812
Y	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812
Z	164° 07' 47.1"	1.05	1/4" B.I.S.D.	DP242812

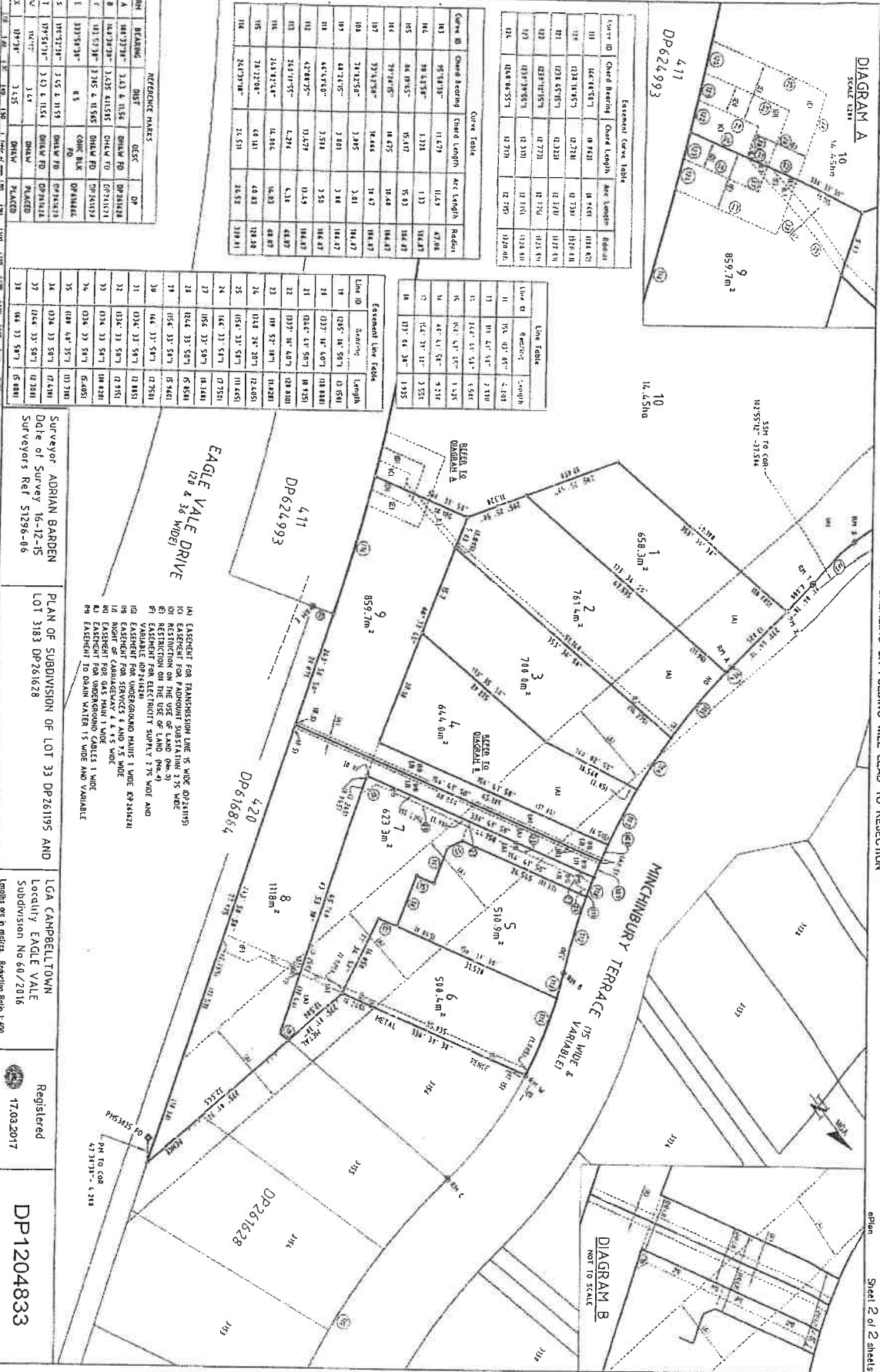
Surveyor ADRIAN BARDEN
 Date of Survey 16-12-15
 Surveyors Ref 51296-06

PLAN OF SUBDIVISION OF LOT 33 DP261195 AND LOT 3183 DP261628

LGA CAMPBELLTOWN
 Locality EAGLE VALE
 Subdivision No 60/2016

Registered
 17.03.2017

DP1204833




PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Registered:  17.03.2017 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only Office Use Only <h1 style="text-align: center;">DP1204833</h1>
PLAN OF SUBDIVISION OF LOT 33 DP261195 AND LOT 3183 DP261628	LGA: CAMPBELLTOWN Locality: ESCHOL PARK , EAGLE VALE Parish: ST PETER County: CUMBERLAND
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	Survey Certificate I, Adrian Phillip Barden of Grinsell & Johns P/L PO Box 150 BANKSTOWN NSW 1885 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 16 DEC 2015 *(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. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature: Dated: 9 JUNE 2016 Surveyor ID: 23 Datum Line: X-Y Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if Inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Subdivision Certificate I, <u>James Bardon</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: <u>Campbelltown City Council</u> Date of endorsement: <u>27 October 2016</u> Subdivision Certificate number: <u>60/2016</u> File number: <u>2430/2011/DA-S</u> *Strike through if Inapplicable.	Plans used in the preparation of survey/compilation. DP261195 DP835245 DP261628 DP1033038 DP262640 DP263187 DP266167 DP621629 DP624993 DP631237 DP776919 If space is insufficient continue on PLAN FORM 6A
Statements of Intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A Surveyor's Reference: S1296-06

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:  17.03.2017

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 33 DP261195
 AND LOT 3183 DP261628

DP1204833

- 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: 60/2016

Date of Endorsement: 27 October 2016

STREET ADDRESSES:

Lot	Street number	Street name	Street type	Locality
1	79	Minchinbury	Terrace	Eschol Park
2	77	Minchinbury	Terrace	Eschol Park
3	75	Minchinbury	Terrace	Eschol Park
4	73	Minchinbury	Terrace	Eschol Park
5	65	Minchinbury	Terrace	Eschol Park
6	63	Minchinbury	Terrace	Eschol Park
7	67	Minchinbury	Terrace	Eschol Park
8	69	Minchinbury	Terrace	Eschol Park
9	71	Minchinbury	Terrace	Eschol Park
10	Not Available			

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT IS INTENDED TO CREATE:

1. EASEMENT FOR UNDERGROUND CABLES 1 WIDE
2. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
3. RESTRICTION ON THE USE OF LAND (D)
4. RESTRICTION ON THE USE OF LAND (E)
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. EASEMENT FOR SERVICES 6 AND 9.5 WIDE
8. RIGHT OF CARRIAGEWAY 6 AND 9.5 WIDE
9. EASEMENT FOR GAS MAIN 1 WIDE
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND
13. EASEMENT TO DRAIN WATER 1.5 WIDE AND VARIABLE

Execution by John Mir Holdings Pty Ltd

Executed by John Mir Holdings Pty Limited A.C.N. 000 767 644 in accordance with Section 127 of the Corporations Act 2001 (Cth) in the presence of:



Signature of director - John Mir



Signature of director/secretary - Marie Mir

If space is insufficient use additional annexure sheet

Surveyor's Reference: S1296-06

ATTACHED SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO LAND APPROVED TO BE CREATED PURSUANT TO SECTION 80B OF THE CONVEYANCING ACT, 1997

PLAN: 7-20-157

SUBDIVISION OF LOT 30 IN D.P. 40066 COVERED BY COUNCIL CLEAR'S CERTIFICATE NO. 14071980
 LAND COMMISSION OF NEW SOUTH WALES,
 Level 23 Town Hall House,
 Sydney Square, N.S.W. 2000.

1. IDENTITY OF ESSENTIAL EASEMENT referred to in subdivisioned plan:

DATE DATED: 21. 01. 42 & 63
 THE PROSPECT COUNTY COUNCIL

1. Terms of Easement for Transmission Line 15 wide. (Lined)

An easement for the transmission of electricity with full and free right to use the land and its fixtures, cables, poles, wires, conductors, and accessories to erect, connect, place, maintain, repair, renew, alter, use and remove electricity and any other apparatus, in, on, over, under, along and adjacent to the land, for the purposes of the transmission of electricity and for purposes connected therewith, through, under, over, over and along the said transmission lines, cables, poles, wires, conductors, and accessories, and to cut, or trim or lop trees, branches and other vegetation, and to remove any other obstructions which may interfere with any of the purposes aforesaid, and to enter the land and upon the same, and to erect and maintain thereon and along any part thereof, at all reasonable times, and to remain thereon for any reasonable time with surveyors, workmen, labourers, and other persons, and to place and remove any machinery, implements and things, provided that the

Sheet 1 of 2 Sheets

PART 1

SUBDIVISION OF LOT 30 IN D.P. 40066 COVERED BY COUNCIL CLEAR'S CERTIFICATE NO. 14071980

INTERFERING WITH THE TERMS OF EASEMENTS AND RESTRICTIONS AS TO LAND APPROVED TO BE CREATED PURSUANT TO SECTION 80B OF THE CONVEYANCING ACT, 1997

PLAN: 7-20-157

SUBDIVISION OF LOT 30 IN D.P. 40066 COVERED BY COUNCIL CLEAR'S CERTIFICATE NO. 14071980
 LAND COMMISSION OF NEW SOUTH WALES,
 Level 23 Town Hall House,
 Sydney Square, N.S.W. 2000.

1. IDENTITY OF ESSENTIAL EASEMENT referred to in subdivisioned plan:

DATE DATED: 21. 01. 42 & 63
 THE PROSPECT COUNTY COUNCIL

1. Terms of Easement for Transmission Line 15 wide. (Lined)

An easement for the transmission of electricity with full and free right to use the land and its fixtures, cables, poles, wires, conductors, and accessories to erect, connect, place, maintain, repair, renew, alter, use and remove electricity and any other apparatus, in, on, over, under, along and adjacent to the land, for the purposes of the transmission of electricity and for purposes connected therewith, through, under, over, over and along the said transmission lines, cables, poles, wires, conductors, and accessories, and to cut, or trim or lop trees, branches and other vegetation, and to remove any other obstructions which may interfere with any of the purposes aforesaid, and to enter the land and upon the same, and to erect and maintain thereon and along any part thereof, at all reasonable times, and to remain thereon for any reasonable time with surveyors, workmen, labourers, and other persons, and to place and remove any machinery, implements and things, provided that the

Sheet 2 of 2 Sheets

PART 2

SUBDIVISION OF LOT 30 IN D.P. 40066 COVERED BY COUNCIL CLEAR'S CERTIFICATE NO. 14071980

APPROVED BY COUNCIL

CAMBERLEYOWN CITY COUNCIL

7/4/1981

NOTICED SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO LAND APPROVED TO BE CREATED PURSUANT TO SECTION 80B OF THE CONVEYANCING ACT, 1997

7/4/1981

I, Bruce Richard Doxley, Under Secretary for Lands and Registrar General for New South Wales, certify that this document is a photograph made of a permanent record of a document in my custody this day.

7th April, 1981

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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 11 sheets

PLAN **DP1204833**

Plan of Subdivision of Lot 33 DP261195 and lot
 3183 DP261628

Covered by Subdivision Certificate

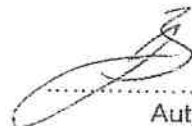
No. 60/2016 Dated 27 October 2016

FULL NAME & ADDRESS
 OF PROPRIETOR OF THE LAND

John Mir Holdings Pty Limited
 A.C.N. 000 767 644
 Raymond Street Bankstown NSW 2170

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened Lot(s) or Parcel(s):	Benefited lot(s) road(s), bodies or Prescribed Authorities:
1	Easement for underground cables 1 wide	2, 9, 10	Endeavour Energy
2	Easement for padmount substation 2.75 wide	10	Endeavour Energy
3	Restriction on the use of Land (D)	Part Lot 9 & 10 designated (D)	Endeavour Energy
4	Restriction on the use of Land (E)	Part Lot 9 & 10 designated (E)	Endeavour Energy
5	Restriction on the use of land	All lots	Every Other Lot
6	Restriction on the use of land	8, 9	John Mir Holdings Pty Limited
7	Easement for services 6 and 9.5 wide	7, 8, 9	John Mir Holdings Pty Limited Every Other Lot
8	Right of carriageway 6 and 9.5 wide	7, 8, 9	7, 8, 9 7, 9 7, 8
9	Easement for gas main 1 wide	8, 9	Jemena Gas Networks (NSW) Ltd (ACN 003 004 322)
10	Restriction on use of land	7, 8, 9	Campbelltown Council
11	Restriction on use of land	8, 9	Campbelltown Council
12	Restriction on use of land	All lots	Campbelltown Council
13	Easement to drain water 1.5 wide and variable	7	8



Authorised Officer

ePlan

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 2 of 11 Sheets)

PLAN **DP1204833**

Plan of Subdivision of Lot 33 DP261195 and lot
3183 DP261628

Covered by Subdivision Certificate

No. *60/2016* Dated *27 October 2016*

PART2

1. Terms of easement for underground cables numbered 1 in the plan:

The terms as set out in Memorandum No. AK104616 registered at Land & Property Information NSW are incorporated in this document.

2. Terms of easement for padmount substation numbered 2 in the plan:

The terms as set out in Memorandum No. AK104621 registered at Land & Property Information NSW are incorporated in this document.

3. Terms of the restriction on the use of land numbered 3 in the plan:

3.1. Definitions:

3.1.1 **120/120/120 fire rating and 60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

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

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

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

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


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

3.2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and

3.2.3 the owner provides the authority benefited with an engineer's certificate to this effect.

3.3. The fire ratings mentioned in clause 3.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

3.4. Lessee of Endeavour Energy's Distribution System


.....
Authorised Officer

ePlan

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 3 of 11 Sheets)

PLAN **DP1204833**

Plan of Subdivision of Lot 33 DP261195 and lot
3183 DP261628

Covered by Subdivision Certificate

No. *60/2016* Dated *27 October 2016*

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

3.4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

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

4.1. Definitions:

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

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

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

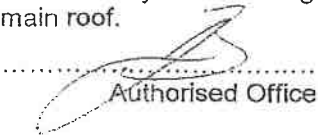
4.3. Lessee of Endeavour Energy's Distribution System

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

4.3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

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

5.1. No Main building on a standard lot shall be erected or permitted to remain on the subject land having an overall floor area of less than one hundred and eighty square metres (180m²) within the external brickwork and may include the garage, provided such garage is attached and under the main roof.


Authorised Officer

ePlan

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 4 of 11 Sheets)

PLAN **DP1204833**

Plan of Subdivision of Lot 33 DP261195 and lot
3183 DP261628

Covered by Subdivision Certificate

No. 60/2016 Dated 27 October 2016

- 5.2. No building, including attached or separate garage or carport shall be erected on the subject land with external walls or walls of material other than brick, brick veneer, concrete, stone, timber, aluminium, glass or any combination of such materials PROVIDED that material other than brick shall only be used in combination with brick and that external area shall not exceed thirty percent of the total wall area.
- 5.3. Stone, concrete or aluminium shall not be used as areas of walls as such.
- 5.4. Fibre cement sheeting in combination with brickwork is strictly not permissible as a material for any external walls of a dwelling except in conjunction with cement render.
- 5.5. That not more than one building shall be erected on the land except on lots of 700m² or more that Council may approve for dual occupancy.
- 5.6. On such lots that council may approve a dual occupancy:-
5.6.1 the duplex must embody at least two (2) floors designed for human habitation; and
5.6.2 have asymmetrical entries to give the appearance of one large dwelling; and
5.6.3 be approved by the Proprietor of the Land.
- 5.7. For attached dual occupancy developments, three hundred and twenty five square metres (325m²) is a minimum overall floor area within the external brickwork and may include garages, provided such garages are attached and under the main roof.
- 5.8. For detached dual occupancy developments, one hundred and sixty five square metres (165m²) per dwelling is a minimum overall floor area within the external brickwork and may include garage, provided such garage is attached and under the main roof.
- 5.9. No fence to be erected along any primary street frontage or between the building line and street alignment unless such fence is of low decorative type.
- 5.10. That no fence shall be erected on the lot burdened to divide it from any adjoining land owned by John Mir Holdings Pty Limited its successors or assigns other than purchasers on sale without the consent of John Mir Holdings Pty Limited its successors or assigns but such consent shall not be upheld if such fence is erected without expense to John Mir Holdings Pty Limited its successors or assigns and in favour of any person dealing with the lot such consent shall be deemed to have been given in respect to every such fence for the time being erected.


.....
Authorised Officer

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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 5 of 11 Sheets)


PLAN **DP1204833**

Plan of Subdivision of Lot 33 DP261195 and lot
3183 DP261628

Covered by Subdivision Certificate

No. 60/2016 Dated 27 October 2016

- 5.11. No fence shall be erected or permitted to remain on the lot burdened unless it is constructed of sheet metal treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process and is merino/ paperbark in colour.
- 5.12. No building is to be erected on the subject land having a roof or corrugated metal or cement sheeting of any kind provided nothing herein contained shall preclude the erection of a building with a flat roof design and such roof is constructed in a proper and workman like manner and is not visible from the street frontage.
- 5.13. No carport, covered patio, porch or verandah shall be erected or permitted to remain on the lot burdened unless the material used to erect same are of timber, brick or masonry.
- 5.14. No structure of a temporary nature which is intended for habitation, including any basement, shed, tent, garage, trailer, camper or caravan shall be erected or permitted to remain on the lot burdened.
- 5.15. No plant, machinery, caravan, box trailer, boat trailer or any part thereof shall be placed or permitted to remain on any lot burdened in the area between the rear building line of the main building erected and the public road. However, nothing herein contained shall preclude the area behind the front building line alignment provided its suitably screened from the public road.
- 5.16. No motor truck, tow truck, lorry or semi-trailer with a load carrying capacity exceeding two and half (2.5) tones shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the construction of a dwelling on the relevant lot burdened.
- 5.17. No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless same is not visible from any public road or is screened from any public road.
- 5.18. No television masts, antennas or satellite dish shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
- 5.19. No building is to be erected on any corner allotment unless the design is firstly approved by the Proprietor of the Land relating to aesthetic consideration of the building and side street elevations and type of fencing to be used, prior to lodging Development Applications with Campbelltown City Council.


Authorised Officer

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
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PLAN **DP1204833**

Plan of Subdivision of Lot 33 DP261195 and lot
3183 DP261628

Covered by Subdivision Certificate

No. *60/2016* Dated *27 October 2016*

- 5.20. No building shall be permitted to be constructed on the lot burdened or the construction of any building be permitted to continue on the lot burdened in the event that any object or thing generated by the construction including any spoil or builders rubbish is deposited or permitted to remain on any adjoining lot burdened.
- 5.21. No building erected on any lot burdened shall remain without appropriate landscaping between the front building alignment and the public road beyond three (3) months of occupation and such landscaping would include turfing and a driveway constructed of stenciled or stamped concrete, faux brick or paver which is designed for driveway purposes.
- 5.22. That no advertisement, hoarding, sign or similar structure shall be erected on any lot provided that nothing herein shall preclude the display of a builders "for sale" sign and such sign shall be no larger than 1m by 0.75m in size.
- 6. Terms of the restriction on the use of land numbered 6 in the plan:**
- 6.1. The roofing material of the lot burdened must be charcoal in colour.
- 7. Terms of the easement for gas main numbered 9 in the plan:**
- 7.1. For the purposes of this Instrument, the following words have the following meanings unless the contrary intention appears:
"Apparatus" means mains, and pipes and other apparatus used for the conveyance, control, measurement and distribution of the Substances and for purposes incidental thereto,
"Easement Site" means that part of the Lot Burdened identified as being subject to the Easement in the Plan which accompanies this Instrument.
"Jemena" means Jemena Gas Networks (NSW) Ltd ABN 87 003 004 322 and its successors and its officers, agents, employees and other persons authorised by it.
"Substances" means natural gas, artificial gas, liquid petroleum gas, oil and other hydrocarbons whether in a gaseous, liquid or solid state and any products or by-products thereof.
- 7.2. Full and free right and licence for Jemena to construct Apparatus on the Easement Site including above and below the surface for the conveyance of Substances through, under and across the Easement Site and to use, examine, re-lay, alter, renew, maintain and remove such Apparatus TOGETHER WITH the following rights:
- 7.2.1 a right of support of the Apparatus;


.....
Authorised Officer

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE
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PLAN **DP1204833**

Plan of Subdivision of Lot 33 DP261195 and lot
3183 DP261628

Covered by Subdivision Certificate

No. *60/2016* Dated *27 October 2016*

- 7.2.2 to enter, pass and re-pass on the Lot Burdened with or without vehicles, to gain access to the Easement Site and to remain there for any reasonable time with or without workmen, materials and machinery;
- 7.2.3 to remove any obstructions which encroach onto the Easement Site or prevent reasonable access to the Easement Site;
- 7.2.4 to excavate the Lot Burdened within the Easement Site for the purposes of this easement.
- 7.3. In the exercise of its rights under this easement Jemena shall take reasonable precautions to cause as little disturbance as possible to the surface of the Easement Site and upon completion of the work will restore the surface to its former condition as far as reasonably practicable but Jemena shall not be obliged to restore or rebuild any building structure, roadway, pavement, pipeline cable or other improvement, erected upon, through or under the Easement Site.
- 7.4. The proprietor of the Lot Burdened undertakes that no structure, pipeline, cable or other improvement will be erected upon, over or under the Lot Burdened within the Easement Site without the prior consent in writing of Jemena AND that the proprietor has before the execution of this easement obtained any consent and approvals required from any other person or authority which holds an easement over the Lot Burdened.
- 8. Terms of the restriction on the use of land numbered 10 in the plan:**
- 8.1. No household refuse containers shall be deposited for refuse collection by Campbelltown city council or its appointed contractor unless they are deposited behind the kerb on concrete pad on eastern and western side of driveway.
- 9. Terms of the restriction on the use of land numbered 11 in the plan:**
- 9.1. No means of access to or from Eagle Vale Drive hereby benefited shall be constructed or allowed to be constructed on any lot hereby burdened, nor shall any lot burdened be used or allowed to use as a means of access to or from the road hereby benefited.
- 10. Terms of the restriction on the use of land numbered 12 in the plan:**


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Authorised Officer

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(LENGTHS ARE IN METRES)

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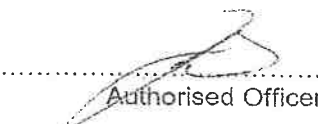
PLAN **DP1204833**

Plan of Subdivision of Lot 33 DP261195 and lot
3183 DP261628

Covered by Subdivision Certificate

No. *60/2016* Dated *27 October 2016*

- 10.1. No excavation or alteration of surface levels in excess of 900mm shall be permitted on the lots burdened unless it is controlled by a laboratory registered with NATA.
- 10.2. No building shall be constructed thereon unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a Laboratory registered with the National Association of Testing Authorities (NATA) and approved by Council.


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Authorised Officer

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PLAN **DP1204833**

Plan of Subdivision of Lot 33 DP261195 and lot
3183 DP261628

Covered by Subdivision Certificate

No. *60/2016* Dated *27 October 2016*

PART 2

Name of authority empowered to release, vary or modify easement numbered 1, 2, 3
and 4 in the plan:

Endeavour Energy

Name of authority empowered to release, vary or modify easement numbered 5 and 6
in the plan:

John Mir Holdings Pty Limited ACN 000767644

Name of authority empowered to release, vary or modify easement numbered 7, 8, 10,
11, 12 and 13 in the plan:

Campbelltown City Council

Name of authority empowered to release, vary or modify easement numbered 9 in the
plan:

JEMENA GAS NETWORKS (NSW) LTD ACN 003 004 322

Execution by Endeavour Energy

Signed on behalf of Endeavour Energy
ABN 59 253 130 878 by its Attorney
pursuant to Power of Attorney Book 4705
No 566 in the presence of:

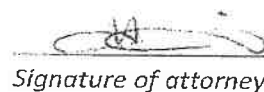


Signature of witness

Raymond Simmonds

Name of witness

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148



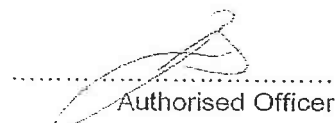
Signature of attorney

Name: Helen Smith

Position: Manager Property & Fleet

Reference: URS15794

Date of signature: *20 December 2016*


.....
Authorised Officer

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE
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(LENGTHS ARE IN METRES)
Sheets)

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PLAN **DP1204833**

Plan of Subdivision of Lot 33 DP261195 and lot
3183 DP261628

Covered by Subdivision Certificate

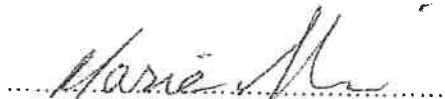
No. 60/2016 Dated 27 October 2016

Execution by Owner

Executed by John Mir Holdings Pty Limited A.C.N. 000 767 644 in accordance with Section
127 of the Corporations Act 2001 (Cth) in the presence of:



.....
Signature of director - John Mir



.....
Signature of director/secretary - Marie Mir



.....
Authorised Officer

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE
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PLAN **DP1204833**

Plan of Subdivision of Lot 33 DP261195 and lot
3183 DP261628

Covered by Subdivision Certificate

No. 60/2016 Dated 27 October 2016

Signed on behalf of the Council of the City of Campbelltown by its authorised delegate

JAMES BALDWIN

(name of

delegate)

pursuant to s.377 Local Government Act 1993.

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

Kathryn P Stewart

(signature of witness) (name of

Kathryn P Stewart

30 Anna Street Campbelltown NSW 2860

(address of witness)

witness)

[Signature]
(signature of delegate)

James Baldwin
(name of delegate)

EXECUTED by JEMENA GAS NETWORKS (NSW) LTD ACN 003 004 322 in accordance
with s127 of the Corporations Act 2001 (Cth):

Tina Ooi
Signature of Director/ Company Secretary

Tina Ooi

Full name of Director/ Company Secretary

Joanne Pearson
Signature of Director

Joanne Pearson

Full name of Director

REGISTERED



17.03.2017

Issue Date: 6 May 2021
Application Number: 202101899
Receipt Number: 5090173

InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Your Reference: 435080:30599

PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

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

Property Address: Lot 10 Eagle Vale Drive
EAGLE VALE NSW 2558

Property Description: Lot 10 DP 1204833

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

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

PART 1 – Names of relevant planning instruments and DCPs

Planning Instrument: Campbelltown LEP 2015

Effect: E3 Environmental Management

Planning Instrument: Campbelltown LEP 2015

Effect: R2 Low Density Residential

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

Local environmental plans (LEPs) and deemed environmental planning instruments

None

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

State environmental planning policies (SEPPs)

SEPP No.21 – Caravan Parks

SEPP No.30 – Intensive Agriculture

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

SEPP No.33 – Hazardous and Offensive Development
SEPP No.50 – Canal Estate Development
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 No.19 - Bushland in Urban Areas
SEPP (Western Sydney Aerotropolis) 2020
SEPP (Vegetation in Non-Rural Areas) 2017
SEPP (Building Sustainability Index: BASIX) 2004
SEPP (State Significant Precincts) 2005
SEPP (Mining, Petroleum Production and Extractive Industries) 2007
SEPP (Miscellaneous Consent Provisions) 2007
SEPP (Infrastructure) 2007
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Affordable Rental Housing) 2009
SEPP (State and Regional Development) 2011
SEPP (Educational Establishments and Child Care Facilities) 2017
SEPP (Koala Habitat Protection) 2020
Greater Metropolitan REP No.2 - Georges River Catchment

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

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

Draft local environmental plans (LEPs)

None

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

Draft State environmental planning policies (SEPPs)

None

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

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

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

Campbelltown (Sustainable City) DCP 2015

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

PART 2 – Zoning and land use under relevant LEPS

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

E3 Environmental Management

R2 Low Density Residential

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

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

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

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

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

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

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

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

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

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

None

PART 3 – Complying development

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

Housing Code – on all of the land

Housing Alterations Code – on all of the land

Commercial and Industrial Alterations Code – on all of the land

Subdivisions Code – on all of the land

Rural Housing Code – on all of the land

General Development Code – on all of the land

Demolition Code – on all of the land

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

Fire Safety Code – on all of the land

Low Rise Housing Diversity Code – on all of the land

Container Recycling Facilities Code – on all of the land

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

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

Greenfield Housing Code – on any part of the land

(Note: the Greenfield Housing Code only applies within the Greenfield Housing Code Area)

PART 4 – Coastal protection

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

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

PART 5 – Mine subsidence

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

PART 6 – Road widening and road realignment

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

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

- a) Council has adopted a policy with respect to all land within the Campbelltown City local government area with unusual site conditions. This policy restricts the development of land where extensive earthworks and/or filling has been carried out. Land, the development of which is restricted by this policy, has a restriction as to user placed on the title of the land stating the details of any restriction. Building lots can be affected by excessive land gradient, filling, reactive or dispersive soils, overland flow and/or mine subsidence. Buildings, structures or site works may require specific structural design to ensure proper building construction. Consequently, some applications may require the submission of structural design details and geotechnical reports. It is suggested that prior to lodging an application, enquiries be made to Council's Planning and Environment Division to ascertain any specific requirements.
- b) Council has adopted by resolution the certified Campbelltown LGA Bush Fire Prone Land Map. This map identifies bush fire prone land within the Campbelltown City local government area as defined in section 10.3 of the Act. Where the land subject of this certificate is identified as bush fire prone land, the document entitled "Planning for Bush Fire Protection" prepared by the NSW Rural Fire Service in co-operation with the Department of Planning and dated November 2019 should be consulted with regards to possible restrictions on the development of the land because of the likelihood of bushfire.
- c) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of tidal inundation.
- d) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of acid sulphate soils.
- e) Council has adopted by resolution a policy on contaminated land which may restrict the development of the land subject of this certificate. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of Council's adopted policy and the

application of provisions under relevant State legislation is warranted.

PART 7A – Flood related development controls information

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

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

PART 8 – Land reserved for acquisition

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

PART 9 – Contribution plans

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

Campbelltown Local Infrastructure Contributions Plan 2018

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

PART 9A – Biodiversity certified land

The land subject of this certificate is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

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

PART 10 – Biodiversity stewardship sites

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

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

PART 10A – Native vegetation clearing set asides

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

PART 11 – Bush fire prone land

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

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

PART 12 – Property vegetation plans

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

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

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

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

PART 14 – Directions under Part 3A

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

PART 15 – Site compatibility certificates and conditions for seniors housing

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

PART 16 – Site compatibility certificates for infrastructure

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

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

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

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

PART 18 – Paper subdivision information

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

PART 19 – Site verification certificates

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

PART 20 – Loose-fill asbestos insulation

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

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

PART 21 – Affected building notices and building product rectification orders

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

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

- (a) The land subject of this certificate is not significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.
- (b) The land subject of this certificate is not subject to a management order within the meaning of the Contaminated Land Management Act 1997.

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



Jim Baldwin, per
Director City Development

Attachment 1

Campbelltown Local Environmental Plan 2015

Zone E3 Environmental Management

1 Objectives of zone

- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values.
- To provide for a limited range of development that does not have an adverse effect on those values.
- To enable development for purposes other than rural-residential only if that development is compatible and complementary, in terms of design, size and scale, with the character of land in the zone.
- To allow cellar door premises, restaurants and cafes only where they are directly associated with the agricultural use of the land.
- To protect, and maintain the environmental, ecological and visual amenity of, the Scenic Hills, the Wedderburn Plateau and environmentally sensitive lands in the vicinity of the Georges River from inappropriate development.
- To preserve the rural heritage landscape character of the Scenic Hills.
- To protect and enhance areas of scenic value and the visual amenity of prominent ridgelines.
- To protect bushland, wildlife corridors and natural habitat, including waterways and riparian lands.
- To ensure the preservation and maintenance of environmentally significant and environmentally sensitive land.

2 Permitted without consent

Home occupations

3 Permitted with consent

Animal boarding or training establishments; Bed and breakfast accommodation; Building identification signs; Business identification signs; Cellar door premises; Dual occupancies (attached); Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Extensive agriculture; Farm buildings; Farm stay accommodation; Flood mitigation works; Home-based child care; Home businesses; Home industries; Horticulture; Places of public worship; Recreation areas; Restaurants or cafes; Roads; Roadside stalls; Rural workers' dwellings; Viticulture; Water supply systems

4 Prohibited

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: <http://www.legislation.nsw.gov.au>

Attachment 1

Campbelltown Local Environmental Plan 2015

Zone R2 Low Density Residential

1 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 enable development for purposes other than residential only if that development is compatible with the character of the living area and is of a domestic scale.
- To minimise overshadowing and ensure a desired level of solar access to all properties.
- To facilitate diverse and sustainable means of access and movement.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Places of public worship; Recreation areas; Recreation facilities (outdoor); Respite day care centres; Roads; Schools; Semi-detached dwellings

4 Prohibited

Any development not specified in item 2 or 3

NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: <http://www.legislation.nsw.gov.au>

Attachment 2

Campbelltown Local Environmental Plan 2015

4.1 Minimum subdivision lot size

- (1) The objectives of this clause are as follows—
 - (a) to ensure that the density of development is compatible with the capacity of existing and proposed infrastructure,
 - (b) to ensure that the density of settlement will be compatible with the objectives of the zone,
 - (c) to limit the density of settlement in environmentally, scenically or historically sensitive areas,
 - (d) to ensure lot sizes are compatible with the conservation of natural systems, including waterways, riparian land and groundwater dependent ecosystems,
 - (e) to facilitate viable agricultural undertakings,
 - (f) to protect the curtilage of heritage items and heritage conservation areas,
 - (g) to facilitate a diversity of housing forms.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause does not apply in relation to the subdivision of any land—
 - (a) by the registration of a strata plan or strata plan of subdivision under the *Strata Schemes Development Act 2015*, or
 - (b) by any kind of subdivision under the *Community Land Development Act 1989*.
- (4A) If a lot is a battle-axe lot or other lot with an access handle, the area of the access handle is not to be included in calculating the lot size.
- (4B) Despite subclause (3), development consent may be granted for the subdivision of land into lots that do not meet the minimum size shown on the Lot Size Map if the lots are residue lots resulting from the creation of a public road, public open space or other public purpose.
- (4C) Despite subclause (3), development consent may be granted for the subdivision of land within Lot 61, DP 752042, Appin Road, Gilead, into lots that do not meet the minimum size shown on the Lot Size Map if—
 - (a) each lot has a minimum lot size of not less than 375m², and
 - (b) no more than 65 lots have a lot size of less than 450m², and
 - (c) no more than 3 contiguous lots sharing a street frontage have a lot size of less than 450m², and
 - (d) each lot is located not more than 200m from a bus route, community centre or open space area.

4.1AA Minimum subdivision lot size for community title schemes

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

- (a) to provide for the proper and orderly development of land,
 - (b) to ensure that land developed under the *Community Land Development Act 1989* will achieve densities consistent with the objectives of the zone,
 - (c) to protect the curtilage of heritage items and heritage conservation areas.
- (2) This clause applies to a subdivision (being a subdivision that requires development consent) under the *Community Land Development Act 1989* of land in any of the following zones—
- (a) Zone RU2 Rural Landscape,
 - (b) Zone R2 Low Density Residential,
 - (c) Zone R3 Medium Density Residential,
 - (d) Zone R5 Large Lot Residential,
 - (e) Zone E3 Environmental Management,
 - (f) Zone E4 Environmental Living,
- but does not apply to a subdivision by the registration of a strata plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies (other than any lot comprising association property within the meaning of the *Community Land Development Act 1989*) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause applies despite clause 4.1.

4.1A (Repealed)

4.1B Minimum subdivision lot sizes for dual occupancies in certain zones

- (1) The objectives of this clause are as follows—
- (a) to achieve planned residential density in certain zones,
 - (b) to ensure that lot sizes are consistent with the predominant subdivision pattern of the area and maintain a low density residential character in existing neighbourhoods,
 - (c) to facilitate development applications seeking concurrent approval for dual occupancy development and subdivision,
 - (d) to prevent the fragmentation of land.
- (2) Despite clause 4.1, development consent may be granted to development for the purpose of a dual occupancy if the development will be on a lot that is at least the minimum size shown on the Lot Size for Dual Occupancy Development Map in relation to that land.
- (3) Despite clause 4.1 and subclause (2), development consent may be granted for the subdivision of land in Zone R2 Low Density Residential into lots that are less than the minimum lot size shown on the Lot Size Map in relation to that land if—
- (a) there is an existing dual occupancy on the land that was lawfully erected under an environmental planning instrument or there is a development application for the concurrent approval of a dual occupancy and its subdivision into 2 lots, and
 - (b) the lot size of each resulting lot will be at least 300 square metres, and
 - (c) the subdivision will not result in more than one principal dwelling on each resulting lot.

4.1C Minimum qualifying site area and lot size for certain residential and centre-based child care facility development in residential zones

- (1) The objectives of this clause are as follows—
 - (a) to achieve planned residential densities in certain zones,
 - (b) to achieve satisfactory environmental and infrastructure outcomes,
 - (c) to minimise any adverse impact of development on residential amenity,
 - (d) to minimise land use conflicts.
- (2) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in Column 3 of the table.
- (3) Development consent may be granted to the subdivision of land in a zone that is specified in the table to this clause for a purpose listed beside the zone, if the area of the lot to be created is equal to or greater than the area specified in Column 4 of the table.
- (4) This clause does not apply to land identified as “Ingleburn Narrow Lots” on the Clause Application Map.

Column 1	Column 2	Column 3	Column 4
Semi-detached dwelling	Zone R2 Low Density Residential	700 square metres	300 square metres
Attached dwelling	Zone R2 Low Density Residential	1,000 square metres	300 square metres
Centre-based child care facilities	Zone R2 Low Density Residential or Zone R3 Medium Density Residential	800 square metres	N/A
Residential flat buildings	Zone R4 High Density Residential	1,200 square metres	1,200 square metres

4.1D Minimum lot sizes for certain land uses in certain environment protection zones

- (1) The objectives of this clause are as follows—
 - (a) to allow for certain non-residential land uses,
 - (b) to minimise any adverse impact on local amenity and the natural environment,
 - (c) to achieve satisfactory environmental and infrastructure outcomes,
 - (d) to minimise land use conflicts.
- (2) This clause applies to land in the following zones—
 - (a) Zone E3 Environmental Management,
 - (b) Zone E4 Environmental Living.
- (3) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in the table.

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Column 1	Column 2	Column 3
Animal boarding or training establishments	Zone E3 Environmental Management	5 hectares
Educational establishments	Zone E3 Environmental Management or Zone E4 Environmental Living	10 hectares
Places of public worship	Zone E3 Environmental Management	10 hectares

4.1E Exception to minimum lot sizes for certain land in Mount Gilead Urban Release Area

- (1) This clause applies to that part of Lot 3, DP 1218887, Appin Road, Gilead that is in Zone RU2 Rural Landscape.
- (2) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies to create lots with a size less than the minimum lot size shown on the Lot Size Map in relation to the land if the consent authority is satisfied that the subdivision is for the purpose of facilitating the development of land that is—
 - (a) in Zone R2 Low Density Residential, and
 - (b) identified as “Mount Gilead Urban Release Area” on the Urban Release Area Map.

4.1F Exception to minimum lot sizes for certain land in Glenfield

- (1) This clause applies to that part of Lot 91, DP 1155962 that is in Zone RU2 Rural Landscape.
- (2) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies to create lots with a size less than the minimum lot size shown on the Lot Size Map in relation to the land.
- (3) A dwelling cannot be erected on a lot created under this clause.

4.1G Exception to minimum subdivision lot sizes for certain residential development in Maryfields Urban Release Area

- (1) The objective of this clause is to provide flexibility in the application of lot size standards for residential development on larger sized lots on land in Zone R3 Medium Density Residential in the Maryfields Urban Release Area.
- (2) This clause applies to land in Zone R3 Medium Density Residential and identified as “Maryfields Urban Release Area” on the Urban Release Area Map.
- (3) Despite clause 4.1, development consent may be granted for the subdivision of land to which this clause applies on which is lawfully erected a type of residential accommodation if—
 - (a) the size of each lot to be subdivided is at least 1800 square metres, and
 - (b) each lot resulting from the subdivision will be at least 225 square metres and will have an erected single dwelling, and
 - (c) each lot resulting from the subdivision will have a single dwelling that is in existence and for which an occupation certificate was issued before the consent was granted.

4.2 Rural subdivision

- (1) The objective of this clause is to provide flexibility in the application of standards for subdivision in rural zones to allow land owners a greater chance to achieve the objectives for development in the relevant zone.
- (2) This clause applies to the following rural zones—
 - (a) Zone RU1 Primary Production,
 - (b) Zone RU2 Rural Landscape,
 - (baa) Zone RU3 Forestry,
 - (c) Zone RU4 Primary Production Small Lots,
 - (d) Zone RU6 Transition.

Note—

When this Plan was made it did not include all of these zones.

- (3) Land in a zone to which this clause applies may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.
- (5) A dwelling cannot be erected on such a lot.

Note—

A dwelling includes a rural worker's dwelling (see definition of that term in the Dictionary).

4.2A Erection of dwelling houses or dual occupancies (attached) on land in certain rural and environment protection zones

- (1) The objectives of this clause are as follows—
 - (a) to enable the replacement of lawfully erected dwelling houses and dual occupancies (attached), and the realisation of dwelling entitlements in rural and environment protection zones,
 - (b) to restrict the extent of residential development in rural and environment protection zones to maintain the existing character,
 - (c) to recognise the contribution that development density in these zones makes to the landscape and environmental character of those places.
- (2) This clause applies to land in the following zones—
 - (a) Zone RU2 Rural Landscape,
 - (b) Zone E3 Environmental Management,
 - (c) Zone E4 Environmental Living.
- (3) Development consent must not be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies unless the land—
 - (a) is a lot that has at least the minimum lot size shown on the Lot Size Map in relation to that land,
or

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- (b) is a lot created under this Plan (other than clause 4.2(3)), or
- (c) is a lot created under an environmental planning instrument before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) was permissible immediately before that commencement, or
- (d) is a lot resulting from a subdivision for which development consent (or its equivalent) was granted before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) would have been permissible if the plan of subdivision had been registered before that commencement, or
- (e) is an existing holding, or
- (f) would have been a lot or holding referred to in paragraph (a), (b), (c), (d) or (e) had it not been affected by—
 - (i) a minor realignment of its boundaries that did not create an additional lot, or
 - (ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or
 - (iii) a consolidation with an adjoining public road or public reserve or for another public purpose.

Note—

A dwelling cannot be erected on a lot created under clause 9 of *State Environmental Planning Policy (Rural Lands) 2008* or clause 4.2.

- (4) Development consent must not be granted under subclause (3) unless—
 - (a) no dwelling house or dual occupancy (attached) has been erected on the land, and
 - (b) if a development application has been made for development for the purposes of a dwelling house or dual occupancy (attached) on the land—the application has been refused or it was withdrawn before it was determined, and
 - (c) if development consent has been granted in relation to such an application—the consent has been surrendered or it has lapsed.
- (5) Development consent may be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies if there is a lawfully erected dwelling house or dual occupancy (attached) on the land and the dwelling house or dual occupancy (attached) proposed to be erected is intended only to replace the existing dwelling house or dual occupancy (attached).
- (6) Development consent may be granted to convert a dwelling house into, or to replace a dwelling house with, a dual occupancy (attached) on land to which this clause applies if no dual occupancy (attached) exists on the land and the dual occupancy (attached) is designed and will be constructed to have the appearance of a single dwelling.
- (7) In this clause—

existing holding means land that—

- (a) was a holding on the relevant date, and
- (b) is a holding at the time the application for development consent referred to in subclause (3) is lodged,

whether or not there has been a change in the ownership of the holding since the relevant date, and includes any other land adjoining that land acquired by the owner since the relevant date.

holding means all adjoining land, even if separated by a road or railway, held by the same person or persons.

relevant date means—

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- (a) in the case of land to which *Campbelltown (Urban Area) Local Environmental Plan 2002* applied immediately before the commencement of this Plan—
 - (i) for land identified as “25 February 1977” on the Former LEP and IDO Boundaries Map—25 February 1977, or
 - (ii) for land identified as “15 July 1977” on the Former LEP and IDO Boundaries Map—15 July 1977, or
 - (iii) for land identified as “3 November 1978” on the Former LEP and IDO Boundaries Map—3 November 1978, or
- (b) in the case of land to which *Campbelltown Local Environmental Plan—District 8 (Central Hills Lands)* applied immediately before the commencement of this Plan—20 September 1974, or
- (c) in the case of land to which *Campbelltown Local Environmental Plan No 1* applied immediately before the commencement of this Plan—26 June 1981, or
- (d) in the case of land to which *Interim Development Order No 13—City of Campbelltown* applied immediately before the commencement of this Plan—20 September 1974, or
- (e) in the case of land to which *Interim Development Order No 15—City of Campbelltown* applied immediately before the commencement of this Plan—27 September 1974, or
- (f) in the case of land to which *Interim Development Order No 28—City of Campbelltown* applied immediately before the commencement of this Plan—3 November 1978.

Note—

The owner in whose ownership all the land is at the time the application is lodged need not be the same person as the owner in whose ownership all the land was on the stated date.

4.2B Erection of rural workers’ dwellings on land in Zones RU2 and E3

- (1) The objectives of this clause are as follows—
 - (a) to facilitate, on the same land, the provision of adequate accommodation for employees involved in existing agricultural activities, including agricultural produce industries,
 - (b) to maintain the non-urban landscape and development characters of certain rural and environment protection zones.
- (2) This clause applies to land in the following zones—
 - (a) Zone RU2 Rural Landscape,
 - (b) Zone E3 Environmental Management.
- (3) Development consent must not be granted for the erection of a rural worker’s dwelling on land to which this clause applies unless the consent authority is satisfied that—
 - (a) the development will be on the same lot as an existing lawfully erected dwelling house or dual occupancy (attached), and
 - (b) the development will not impair the use of the land for agricultural activities, including agricultural produce industries, and
 - (c) the agricultural activity or agricultural produce industry has an economic capacity to support the ongoing employment of rural workers, and

- (d) the development is necessary considering the nature of the existing or proposed agricultural activity or agricultural produce industry occurring on the land or as a result of the remote or isolated location of the land, and
- (e) there will be not more than one rural worker's dwelling on the lot, and
- (f) the development will be a single storey building with a maximum floor area of 120 square metres or not more than 20% of the floor area of any existing dwelling house on that land, whichever is greater.

4.2C Exceptions to minimum subdivision lot sizes for certain land in Zones RU2 and E3

- (1) The objective of this clause is to allow the owners of certain land to which the following environmental planning instruments applied to excise a home-site area from an existing lot (or existing holding) by the means of a subdivision—
 - (a) *Campbelltown Local Environmental Plan No 1*,
 - (b) *Interim Development Order No 15—City of Campbelltown*.
- (2) Subclause (3) applies to each lot to which *Campbelltown Local Environmental Plan No 1* applied immediately before its repeal that—
 - (a) was in existence on 26 June 1981, and
 - (b) is in Zone E3 Environmental Management, and
 - (c) has an area of at least 10 hectares.
- (3) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the proposed subdivision will result in the creation of only 2 lots, each of which must have an area of at least 2 hectares.
- (4) Subclause (5) applies to each lot to which *Interim Development Order No 15—City of Campbelltown* applied immediately before its repeal that—
 - (a) was in existence on 18 July 1973, and
 - (b) is in Zone RU2 Rural Landscape.
- (5) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the smallest lot to be created has an area of at least 2 hectares and is required for the erection of a dwelling house for occupation by—
 - (a) the person who owned the land on 18 July 1973, or
 - (b) a relative of that owner, or
 - (c) a person employed or engaged by that owner in the use of land of the owner adjoining or adjacent to that lot for the purpose of agriculture.
- (6) The total number of lots that may be created by the subdivision of land to which subclause (5) applies, whether by one or more subdivisions, must not exceed—
 - (a) if the land to be subdivided had an area of less than 10 hectares—nil, or
 - (b) if the land to be subdivided had an area of at least 10 hectares but less than 40 hectares—1, or
 - (c) if the land to be subdivided had an area of at least 40 hectares but less than 80 hectares—2, or
 - (d) if the land to be subdivided had an area of at least 80 hectares—3.

4.2D Exceptions to minimum subdivision lot sizes for certain land in Zone E4

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- (1) The objective of this clause is to permit the subdivision of certain land in the East Edge Scenic Protection Lands Area to create lots of a size that are less than the minimum lot size shown on the Lot Size Map in relation to that land.
- (2) This clause applies to land identified as “1 ha” on the Lot Averaging Map.
- (3) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies if the subdivision will not create a number of lots that is more than the number resulting from multiplying the total area of the land being subdivided by the maximum density control number specified on the Lot Averaging Map in relation to that land.
- (4) Development consent must not be granted under this clause unless the consent authority is satisfied that—
 - (a) the pattern of lots created by the subdivision, the provision of access and services and the location of any future buildings on the land will not have a significant detrimental impact on native vegetation, and
 - (b) each lot to be created by the subdivision contains a suitable land area for—
 - (i) a dwelling house, and
 - (ii) an appropriate asset protection zone relating to bush fire hazard, and
 - (iii) if reticulated sewerage is not available to the lot—on-site sewage treatment, management and disposal, and
 - (iv) other services related to the use of the land for residential occupation, and
 - (c) if reticulated sewerage is not available to the lot—a geotechnical assessment demonstrates to the consent authority’s satisfaction that the lot can suitably accommodate the on-site treatment, management and disposal of effluent, and
 - (d) adequate arrangements are in place for the provision of infrastructure to service the needs of development in the locality.

4.2E Subdivision of land in Zone E3

- (1) The objective of this clause is to provide flexibility in the application of standards for the subdivision of certain land to allow land owners a greater chance to achieve the objectives for development in the relevant zone.
- (2) Land in Zone E3 Environmental Management may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.
- (3) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.
- (4) A dwelling cannot be erected on a lot created under this clause.

NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: <http://www.legislation.nsw.gov.au>



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.