

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor	Bricktop No 18 Pty Ltd As Trustee for Bricktop Tahmoor Unit Trust ACN 6438930014 Suite 1003/Level 10 / 6-10 O'Connell Street, Sydney South, NSW 2000	
vendor's solicitor	Convey Shop Pty Ltd Level 1, Suite 3, 20 Old Northern Road, Baulkham Hills, NSW 2153 PO Box 1265, Baulkham Hills NSW 1755	Phone: 02 9686 3366 Fax: 02 9686 8808 Ref: JG:20/5426 E: info@conveyancingshop.net.au
date for completion land (address, plan details and title reference)	21st day after the contract date (clause 15) Lot 63/42-60 Greenacre Drive (28 Burton Drive), Tahmoor, New South Wales 2573 Registered Plan: Lot 63 Plan 1245984 Folio Identifier 63/1245984	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant Land	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

GST AMOUNT (optional) The price includes GST of: \$
 buyer's agent

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

SIGNING PAGE**VENDOR SIGNATURE**

INDIVIDUAL	
SIGNED BY	
NAME	NAME
NAME	NAME
EXECUTED BY BRICKTOP NO.18 PTY LTD ATF BRICKTOP TAHMOOR UNIT TRUST BY ITS ATTORNEY	In the presence of:
SIGNED BY Pursuant to Power of Attorney dated	Signature of Witness
Book No	Name of Witness

PURCHASER SIGNATURE

INDIVIDUAL	
SIGNED BY	
NAME	NAME
NAME	NAME
COMPANY	
SIGNED BY Pursuant to s127 of the Corporations Act 2001	
Signature of Authorised Person Director/Secretary	Signature of Authorised Person Guarantor
NAME	NAME

Choices

Vendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

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

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

Land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

The Trustee for Bricktop Tahmoor Unit Trust Bricktop No 18 Pty Ltd

Supplier's ABN:

ABN 26 216 622 330

Supplier's GST branch number (if applicable):

Supplier's business address:

Suite 1003 / Level 10 / 6-10 o'Connell Street, Sydney South, NSW 2000

Supplier's representative:

ben@bricktop.com.au

Supplier's contact phone number:

02 8332 2608Supplier'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> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	<p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

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

requisition
rescind
serve
settlement cheque

solicitor

TA Act
terminate
title data

variation
within
work order

an objection, question or requisition (but the term does not include a claim);
rescind this contract from the beginning;

serve in writing on the other party;

an unendorsed *cheque* made payable to the person to be paid and –

- issued by a *bank* and drawn on itself; or
- if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;

in relation to a *party*, the *party's* *solicitor* or licensed conveyancer named in this contract or in a notice served by the *party*;

Taxation Administration Act 1953;

terminate this contract for breach;

the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;

a variation made under s14-235 of Schedule 1 to the TA Act, in relation to a period, at any time before or during the period, and a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

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

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

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to \$2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

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

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

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

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

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

3 Deposit-bond

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

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

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

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

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and

3.4.2 it has an expiry date at least three months after its date of issue.

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

3.5.1 the purchaser serves a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 normally, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 normally, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 **Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
- bear equally any disbursements or fees; and
 - otherwise bear that party's own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 Normally, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and populate an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

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

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

- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
 4.14.1 holds them on completion in escrow for the benefit of; and
 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by serving it –

- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
 5.2.3 in any other case - *within a reasonable time*.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
 6.2 This clause applies even if the purchaser did not take notice 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
- 12.1 The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant – to have the *property* inspected to obtain any certificate or report reasonably required;
 - 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
 - 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- 16.5 **• Purchaser**
- On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - FRCGW remittance payable;
 - GSTRW payment; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or grant, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person;
- 20.6.7 served at the earliest time it is served, if it is served more than once; and
- 20.6.8 served if it is provided to or by the *party's solicitor* or an authorised *Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each party's knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each party consents to –
- 20.16.1 any party signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the parties.
- 20.17 Each party agrees that electronic signing by a party identifies that party and indicates that party's intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a business day, the time is extended to the next business day, except in the case of clauses 2 and 3.2.
- 21.6 Normally, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to terminate.
- 23 Strata or community title**
- Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.2 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.2 and 14.6 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 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 **Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the property is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 normally, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 **Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to serve the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 Normally, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 Normally, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 Normally, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the property or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment*, the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchase payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 **Residential off the plan contract**

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
32.3.2 the claim for compensation is not a claim under this contract.

42-60 Greenacre Drive TAHMOOR NSW 2573

SPECIAL CONDITIONS

1. State of Repair, etc

The property is sold in its present state of repair and the Purchaser may not make any objections, requisitions or claim for compensation on account of:

- (i) any defects in the property of which the Purchaser is or ought, reasonably on inspection, to have been aware;
- (ii) Any loss (other than loss due to the act or default of the Vendor), mechanical breakdown or fair wear and tear in respect of any furnishings, inclusions and chattels included in the property occurring after the date of this Contract; or
- (iii) the state of repair of the improvements on the property or any minor real or apparent breaches of the Local Government Act or ordinances; or
- (iv) any minor encroachments by or upon the property.

2. Claim for Compensation

Notwithstanding anything to the contrary herein contained the parties hereto expressly agree that any claim for compensation whether under Clause 6 or otherwise shall be deemed to be reasonable grounds for the purpose of Clause 8 entitling the vendor to rescind.

3. Deposit

The parties acknowledge that the deposit shall not be invested.

4. Completion

4.1 For the purpose of Clause 15 the parties acknowledge that fourteen (14) days shall be sufficient notice in any Notice to Complete issued in order to make time the essence of this Contract.

4.2 If completion does not take place on or before the date specified by the Contract otherwise than as a result of any default by the Vendor the Purchaser shall pay interest at the rate of 10% per annum on the balance of the purchase price and any other moneys owing pursuant to this Contract from the date for completion until the date completion actually takes place (but without prejudice to all and any other rights of the Vendor pursuant to this Contract) and it is an essential term of this Contract that such interest be paid on completion. The Purchaser hereby acknowledges that interest at the rate of 10% per annum represents a genuine pre-estimate of the liquidated damages likely to be suffered by the Vendor as a result of completion not taking place within the time specified by this Contract.

4.3 Should any part of the deposit be paid by way of deposit bond, the Purchaser shall additionally pay penalty interest at the rate of 10% per annum on the amount of the bond from the date for completion until the date completion actually takes place and it is an essential term of this Contract that such interest be paid on completion.

4.4 In addition to the penalty interest charged in accordance with special conditions 4.2 and 4.3, the purchaser also agrees to pay as an adjustment on settlement the sum of two hundred and seventy five dollars (\$330) GST inclusive to cover the legal costs and other expenses incurred by the Vendor as a consequence of serving the Notice to Complete. The payment by the purchaser of such further consideration at the time of completion shall be an essential term of this contract.

5. Adjustments

The parties agree to adjust all usual outgoings and all amounts under the contract on settlement, but if any amount is incorrectly calculated, overlooked or an error is made in such calculations the parties agree to correct such error and to reimburse each other accordingly after settlement. This clause shall not merge on completion.

6. **Requisitions**
For the purpose of clause 5.1 the requisitions or general questions about the property of the title must be in the form of the attached requisitions
7. **Incapacity**
If either the Vendor or the Purchaser (or if more than one any of them) should die, become mentally incompetent, or bankrupt, the other party may rescind this agreement and Clause 19 shall apply.
8. **Transfer**
The Purchaser acknowledges that sufficient information for the form of Transfer is disclosed in this Contract and the Purchaser does not require the Vendor to serve further information pursuant to clause 4.2.
9. **Agent**
The Purchaser warrants to the Vendor that it was not introduced to the Property by an Agent other than the Vendor's Agent and hereby indemnifies and will continue to indemnify the Vendor in respect of any claim made by any Agent against the Vendor which arises out of, or in connection with, a breach of this warranty.
10. **Special Conditions to Prevail**
In the event of any discrepancy between these Special Conditions and the printed form of Contract, these Special Conditions prevail.
11. **Purchaser Relies Upon Own Enquiries**
The Purchaser acknowledges that they do not rely on any letters, documents or arrangements whether oral or in writing as adding to or amending the terms, conditions, warranties and arrangements set out in this Contract and the Purchaser further acknowledges that they have made all their own enquiries in respect of the property and do not rely on any representation of the Vendor, the Agent or any one on their behalf.
12. **Sewerage Service Diagram**
The Purchaser acknowledges that the sewerage service diagram annexed hereto is the only one available at the date hereof and shall not make any requisition, objection, claim for compensation, delay completion, rescind or terminate this agreement in respect of or arising from the said sewerage service diagram.
13. **Delayed Completion**
If due to default or failure on the part of the Purchaser completion does not take place at a time appointed by the parties by agreement, the Purchaser must pay to the Vendor the Vendor's additional expenses, including any agency or mortgage fees incurred by the Vendor.
14. **Amendments to printed conditions**

The parties acknowledge that the printed conditions of this contract are amended as follows:
 - (i) Clause 1 – definition of '*settlement cheque*' – replace with '*an unendorsed bank cheque made payable to the person to be paid, or if authorised in writing by the vendor or the vendors solicitor, some other cheque*'.
 - (ii) Insert after Clause 9.1 the words '*and if the deposit is less than 10% of the price recover the difference between the 10% of the price and the deposit paid.*';
 - (iii) Clause 14.4.2 is deleted in its entirety.

15. Deposit by Instalments

If the parties agree that the ten (10) per cent deposit is payable in instalments, the instalments shall be paid as follows:

- (i) The first instalment of 5% deposit is payable on exchange of contracts;
- (ii) The second instalments, being the balance of ten (10) per cent deposit, is payable the earlier of:
 - a) Immediately upon demand by the vendor in the event that the purchaser does not comply with this contract (or a notice under or relating to it) in any respect;
or
 - b) Upon completion.

16. Adjustment of Outgoings

If at the date of completion separate assessments for Municipal, Water and Sewerage Rates and Land Tax have not been issued for the property for the period current at that date, then the parties agree to adjust on the following amounts:

Rate	Amount
Water	\$250 per quarter
Council	\$2,500 per annum
Land Tax	\$2,500 per annum

GUARANTEE AND INDEMNITY

We the Guarantors whose names, addresses and descriptions are set out in the Schedule below (hereinafter called the Guarantors) in consideration of the Vendor Entering into this Contract with the Purchaser Company do hereby for ourselves, our respective executors and administrators jointly and severally covenant with the said Vendor that if at any time default shall be made in the payment of all monies, interest or other monies payable by the Purchaser to the Vendor pursuant to the Contract or in the performance or observation of any of the terms or conditions of the within Contract to be performed or observed by the Purchaser, we will forthwith, upon demand by the Vendor, pay the whole of the deposit monies, interest charges or other monies payable to the Vendor. As a separate and independent obligation we will further jointly and severally undertake to keep the Vendor indemnified against all loss of purchase money, interest and other money payable under the Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur as a result of any default aforesaid or repudiation on the part of the Purchaser. This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the money payable under the Contract, or the performance or observance of or by any other thing which under the law relating to sureties would, but for this provision have the effect of releasing us, our executors or administrators. Should the Purchaser exercise its rights to nominate another Purchaser, then this Guarantee and Indemnity shall apply in respect of the other nominee entity.

SCHEDULE

Guarantor(s)
Name(s):

of

IN WITNESS WHEREOF the said Guarantor has hereto set his hand and seal this
day of _____, 2023

SIGNED SEALED AND DELIVERED)

By the said)

)

In the presence of:

Name:

CONDITIONS OF SALE BY AUCTION

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

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale auction of land:
- (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
- (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
(c) Please specify any existing breaches.
(d) Please provide details of any bond together with the Rental Bond Board's reference number.
(e) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4, or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
(a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
(b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

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

Adjustments

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

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. (a) Have the provisions of the *Local Government Act, the Environmental Planning and Assessment Act 1979* and their regulations been complied with?
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(e) In respect of any residential building work carried out in the last 7 years:
(i) please identify the building work carried out;
(ii) when was the building work completed?
(iii) please state the builder's name and licence number;
(iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?

17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) If the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
18. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affections

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than Those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
22. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through any adjoining land?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 63/1245984

SEARCH DATE	TIME	EDITION NO	DATE
17/7/2023	10:42 AM	1	6/7/2023

LAND

LOT 63 IN DEPOSITED PLAN 1245984
AT TAHMOOR
LOCAL GOVERNMENT AREA WOLLONDILLY
PARISH OF COURIDJAH COUNTY OF CAMDEN
TITLE DIAGRAM DP1245984

FIRST SCHEDULE

BRICKTOP NO 18 PTY LTD

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 T470992 COVENANT
- 3 C499481 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 AR280358 EASEMENT FOR DRAINAGE OF WATER 10 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART DESIGNATED (E1) IN PLAN WITH AR280358
- 5 DP1245984 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1245984 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 7 DP1245984 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1245984 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
- 9 DP1245984 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
- 10 DP1245984 POSITIVE COVENANT REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT
- 11 DP1245984 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (17) IN THE S.88B INSTRUMENT
- 12 AR276073 MORTGAGE TO CERTANE CT PTY LTD

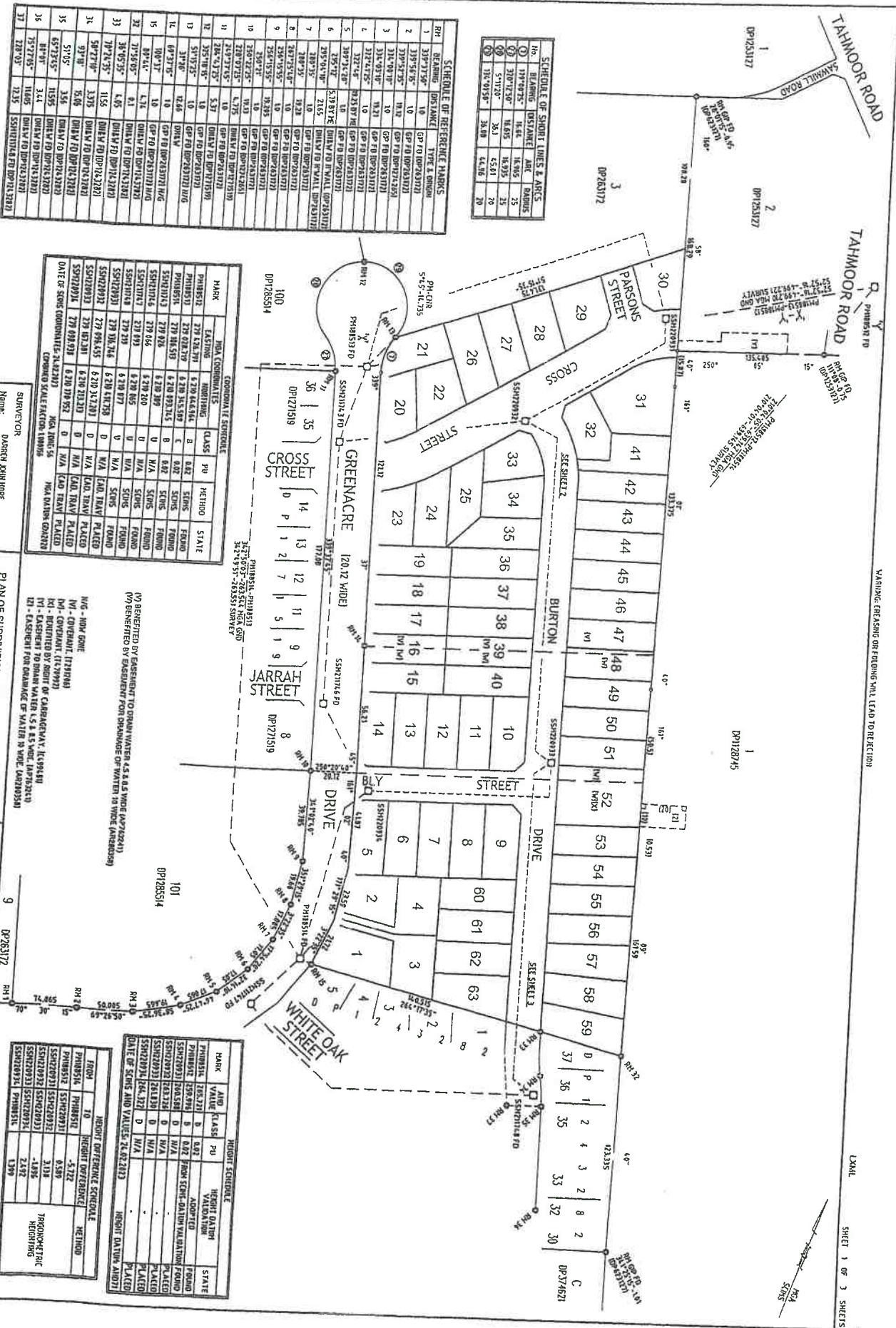
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

dda0274000

PRINTED ON 17/7/2023



No.	BLANKING	DIAMETER	TYPE	DATE
1	117.9725	16.46	ARC	25
2	310.7120	16.605	ARC	25
3	5.1120	38.1	ARC	70
4	116.9158	38.08	ARC	20

No.	BLANKING	DIAMETER	TYPE	DATE
1	310.7120	16.605	ARC	25
2	310.7120	16.605	ARC	25
3	310.7120	16.605	ARC	25
4	310.7120	16.605	ARC	25
5	310.7120	16.605	ARC	25
6	310.7120	16.605	ARC	25
7	310.7120	16.605	ARC	25
8	310.7120	16.605	ARC	25
9	310.7120	16.605	ARC	25
10	310.7120	16.605	ARC	25
11	310.7120	16.605	ARC	25
12	310.7120	16.605	ARC	25
13	310.7120	16.605	ARC	25
14	310.7120	16.605	ARC	25
15	310.7120	16.605	ARC	25
16	310.7120	16.605	ARC	25
17	310.7120	16.605	ARC	25
18	310.7120	16.605	ARC	25
19	310.7120	16.605	ARC	25
20	310.7120	16.605	ARC	25
21	310.7120	16.605	ARC	25
22	310.7120	16.605	ARC	25
23	310.7120	16.605	ARC	25
24	310.7120	16.605	ARC	25
25	310.7120	16.605	ARC	25
26	310.7120	16.605	ARC	25
27	310.7120	16.605	ARC	25
28	310.7120	16.605	ARC	25
29	310.7120	16.605	ARC	25
30	310.7120	16.605	ARC	25
31	310.7120	16.605	ARC	25
32	310.7120	16.605	ARC	25
33	310.7120	16.605	ARC	25
34	310.7120	16.605	ARC	25
35	310.7120	16.605	ARC	25
36	310.7120	16.605	ARC	25
37	310.7120	16.605	ARC	25

MARK	COORDINATES	CLASS	PU	METHOD	STATUS
PH18512	278 628.319	6.210	644.546	B	8.62
PH18513	278 628.319	6.210	644.546	B	8.62
PH18514	278 628.319	6.210	644.546	B	8.62
PH18515	278 628.319	6.210	644.546	B	8.62
PH18516	278 628.319	6.210	644.546	B	8.62
PH18517	278 628.319	6.210	644.546	B	8.62
PH18518	278 628.319	6.210	644.546	B	8.62
PH18519	278 628.319	6.210	644.546	B	8.62
PH18520	278 628.319	6.210	644.546	B	8.62
PH18521	278 628.319	6.210	644.546	B	8.62
PH18522	278 628.319	6.210	644.546	B	8.62
PH18523	278 628.319	6.210	644.546	B	8.62
PH18524	278 628.319	6.210	644.546	B	8.62
PH18525	278 628.319	6.210	644.546	B	8.62
PH18526	278 628.319	6.210	644.546	B	8.62
PH18527	278 628.319	6.210	644.546	B	8.62
PH18528	278 628.319	6.210	644.546	B	8.62
PH18529	278 628.319	6.210	644.546	B	8.62
PH18530	278 628.319	6.210	644.546	B	8.62
PH18531	278 628.319	6.210	644.546	B	8.62
PH18532	278 628.319	6.210	644.546	B	8.62
PH18533	278 628.319	6.210	644.546	B	8.62
PH18534	278 628.319	6.210	644.546	B	8.62
PH18535	278 628.319	6.210	644.546	B	8.62
PH18536	278 628.319	6.210	644.546	B	8.62
PH18537	278 628.319	6.210	644.546	B	8.62
PH18538	278 628.319	6.210	644.546	B	8.62
PH18539	278 628.319	6.210	644.546	B	8.62
PH18540	278 628.319	6.210	644.546	B	8.62
PH18541	278 628.319	6.210	644.546	B	8.62
PH18542	278 628.319	6.210	644.546	B	8.62
PH18543	278 628.319	6.210	644.546	B	8.62
PH18544	278 628.319	6.210	644.546	B	8.62
PH18545	278 628.319	6.210	644.546	B	8.62
PH18546	278 628.319	6.210	644.546	B	8.62
PH18547	278 628.319	6.210	644.546	B	8.62
PH18548	278 628.319	6.210	644.546	B	8.62
PH18549	278 628.319	6.210	644.546	B	8.62
PH18550	278 628.319	6.210	644.546	B	8.62
PH18551	278 628.319	6.210	644.546	B	8.62
PH18552	278 628.319	6.210	644.546	B	8.62
PH18553	278 628.319	6.210	644.546	B	8.62
PH18554	278 628.319	6.210	644.546	B	8.62
PH18555	278 628.319	6.210	644.546	B	8.62
PH18556	278 628.319	6.210	644.546	B	8.62
PH18557	278 628.319	6.210	644.546	B	8.62
PH18558	278 628.319	6.210	644.546	B	8.62
PH18559	278 628.319	6.210	644.546	B	8.62
PH18560	278 628.319	6.210	644.546	B	8.62
PH18561	278 628.319	6.210	644.546	B	8.62
PH18562	278 628.319	6.210	644.546	B	8.62
PH18563	278 628.319	6.210	644.546	B	8.62
PH18564	278 628.319	6.210	644.546	B	8.62
PH18565	278 628.319	6.210	644.546	B	8.62
PH18566	278 628.319	6.210	644.546	B	8.62
PH18567	278 628.319	6.210	644.546	B	8.62
PH18568	278 628.319	6.210	644.546	B	8.62
PH18569	278 628.319	6.210	644.546	B	8.62
PH18570	278 628.319	6.210	644.546	B	8.62
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PH18572	278 628.319	6.210	644.546	B	8.62
PH18573	278 628.319	6.210	644.546	B	8.62
PH18574	278 628.319	6.210	644.546	B	8.62
PH18575	278 628.319	6.210	644.546	B	8.62
PH18576	278 628.319	6.210	644.546	B	8.62
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PH18583	278 628.319	6.210	644.546	B	8.62
PH18584	278 628.319	6.210	644.546	B	8.62
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PH18586	278 628.319	6.210	644.546	B	8.62
PH18587	278 628.319	6.210	644.546	B	8.62
PH18588	278 628.319	6.210	644.546	B	8.62
PH18589	278 628.319	6.210	644.546	B	8.62
PH18590	278 628.319	6.210	644.546	B	8.62
PH18591	278 628.319	6.210	644.546	B	8.62
PH18592	278 628.319	6.210	644.546	B	8.62
PH18593	278 628.319	6.210	644.546	B	8.62
PH18594	278 628.319	6.210	644.546	B	8.62
PH18595	278 628.319	6.210	644.546	B	8.62
PH18596	278 628.319	6.210	644.546	B	8.62
PH18597	278 628.319	6.210	644.546	B	8.62
PH18598	278 628.319	6.210	644.546	B	8.62
PH18599	278 628.319	6.210	644.546	B	8.62
PH18600	278 628.319	6.210	644.546	B	8.62

HEIGHT DIFFERENCE SCHEDULE					
MARK	ADJ	CLASS	PU	HEIGHT ADJUSTED VALUE	STATUS
PH18512	120.270	B	0.02	ADAPTED	FOUND
PH18513	120.270	B	0.02	ADAPTED	FOUND
PH18514	120.270	B	0.02	ADAPTED	FOUND
PH18515	120.270	B	0.02	ADAPTED	FOUND
PH18516	120.270	B	0.02	ADAPTED	FOUND
PH18517	120.270	B	0.02	ADAPTED	FOUND
PH18518	120.270	B	0.02	ADAPTED	FOUND
PH18519	120.270	B	0.02	ADAPTED	FOUND
PH18520	120.270	B	0.02	ADAPTED	FOUND
PH18521	120.270	B	0.02	ADAPTED	FOUND
PH18522	120.270	B	0.02	ADAPTED	FOUND
PH18523	120.270	B	0.02	ADAPTED	FOUND
PH18524	120.270	B	0.02	ADAPTED	FOUND
PH18525	120.270	B	0.02	ADAPTED	FOUND
PH18526	120.270	B	0.02	ADAPTED	FOUND
PH18527	120.270	B	0.02	ADAPTED	FOUND
PH18528	120.270	B	0.02	ADAPTED	FOUND
PH18529	120.270	B	0.02	ADAPTED	FOUND
PH18530	120.270	B	0.02	ADAPTED	FOUND
PH18531	120.270	B	0.02	ADAPTED	FOUND
PH18532	120.270	B	0.02	ADAPTED	FOUND
PH18533	120.270	B	0.02	ADAPTED	FOUND
PH18534	120.270	B	0.02	ADAPTED	FOUND
PH18535	120.270	B	0.02	ADAPTED	FOUND
PH18536	120.270	B	0.02	ADAPTED	FOUND
PH18537	120.270	B	0.02	ADAPTED	FOUND
PH18538	120.270	B	0.02	ADAPTED	FOUND
PH18539	120.270	B	0.02	ADAPTED	FOUND
PH18540	120.270	B	0.02	ADAPTED	FOUND
PH18541	120.270	B	0.02	ADAPTED	FOUND
PH18542	120.270	B	0.02	ADAPTED	FOUND
PH18543	120.270	B	0.02	ADAPTED	FOUND
PH18544	120.270	B	0.02	ADAPTED	FOUND
PH18545	120.270	B	0.02	ADAPTED	FOUND
PH18546	120.270	B	0.02	ADAPTED	FOUND
PH18547	120.270	B	0.02	ADAPTED	FOUND
PH18548	120.270	B	0.02	ADAPTED	FOUND
PH18549	120.270	B	0.02	ADAPTED	FOUND
PH18550	120.270	B	0.02	ADAPTED	FOUND
PH18551	120.270	B	0.02	ADAPTED	FOUND
PH18552	120.270	B	0.02	ADAPTED	FOUND
PH18553	120.270	B	0.02	ADAPTED	FOUND
PH18554	120.270	B	0.02	ADAPTED	FOUND
PH18555	120.270	B	0.02	ADAPTED	FOUND
PH18556	120.270	B	0.02	ADAPTED	FOUND
PH18557	120.270	B	0.02	ADAPTED	FOUND
PH18558	120.270	B	0.02	ADAPTED	FOUND
PH18559	120.270	B	0.02	ADAPTED	FOUND
PH18560	120.270	B	0.02	ADAPTED	FOUND
PH18561	120.270	B	0.02	ADAPTED	FOUND
PH18562	120.270	B	0.02	ADAPTED	FOUND
PH18563	120.270	B	0.02	ADAPTED	FOUND
PH18564	120.270	B	0.02	ADAPTED	FOUND
PH18565	120.270	B	0.02	ADAPTED	FOUND
PH18566	120.270	B	0.02	ADAPTED	FOUND
PH18567	120.270	B	0.02	ADAPTED	FOUND
PH18568	120.270	B	0.02	ADAPTED	FOUND
PH18569	120.270	B	0.02	ADAPTED	FOUND
PH18570	120.270	B	0.02	ADAPTED	FOUND
PH18571	120.270	B	0.02	ADAPTED	FOUND
PH18572	120.270	B	0.02	ADAPTED	FOUND
PH18573	120.270	B	0.02	ADAPTED	FOUND
PH18574	120.270	B	0.02	ADAPTED	FOUND
PH18575	120.270	B	0.02	ADAPTED	FOUND
PH18576	120.270	B	0.02	ADAPTED	FOUND
PH18577	120.270	B	0.02	ADAPTED	FOUND
PH18578	120.270	B	0.02	ADAPTED	FOUND
PH18579	120.270	B	0.02	ADAPTED	FOUND
PH18580	120.270	B	0.02	ADAPTED	FOUND
PH18581	120.270	B	0.02	ADAPTED	FOUND
PH18582	120.270	B	0.02	ADAPTED	FOUND
PH18583	120.270	B	0.02	ADAPTED	FOUND
PH18584	120.270	B	0.02	ADAPTED	FOUND
PH18585	120.270	B	0.02	ADAPTED	FOUND
PH18586	120.270	B	0.02	ADAPTED	FOUND
PH18587	120.270	B	0.02	ADAPTED	FOUND
PH18588	120.270	B	0.02	ADAPTED	FOUND
PH18589	120.270	B	0.02	ADAPTED	FOUND
PH18590	120.270	B	0.02	ADAPTED	FOUND
PH18591	120.270	B	0.02	ADAPTED	FOUND
PH18592	120.270	B	0.02	ADAPTED	FOUND
PH18593	120.270	B	0.02	ADAPTED	FOUND
PH18594	120.270	B	0.02	ADAPTED	FOUND
PH18595	120.270	B	0.02	ADAPTED	FOUND
PH18596	120.270	B	0.02	ADAPTED	FOUND
PH18597	120.270	B	0.02	ADAPTED	FOUND
PH18598	120.270	B	0.02	ADAPTED	FOUND
PH18599	120.270	B	0.02	ADAPTED	FOUND
PH18600	120.270	B	0.02	ADAPTED	FOUND
PH18601	120.270	B	0.02	ADAPTED	FOUND
PH18602	120.270	B	0.02	ADAPTED	FOUND
PH18603	120.270	B	0.02	ADAPTED	FOUND
PH18604	120.270	B	0.02	ADAPTED	FOUND
PH18605	120.270	B	0.02	ADAPTED	FOUND
PH18606	120.270	B	0.02	ADAPTED	FOUND
PH18607	120.270	B	0.02	ADAPTED	FOUND
PH18608	120.270	B	0.02	ADAPTED	FOUND
PH18609	120.270	B	0.02	ADAPTED	FOUND
PH18610	120.270	B	0.02	ADAPTED	FOUND
PH18611	120.270	B	0.02	ADAPTED	FOUND
PH18612	120.270	B	0.02	ADAPTED	FOUND
PH18613	120.270	B	0.02	ADAPTED	FOUND
PH18614	120.270	B	0.02	ADAPTED	FOUND
PH18615	120.270	B	0.02	ADAPTED	FOUND
PH18616	120.270	B	0.02	ADAPTED	FOUND
PH18617	120.270	B	0.02	ADAPTED	FOUND
PH18618	120.270	B	0.02	ADAPTED	FOUND
PH18619	120.270	B	0.02	ADAPTED	FOUND
PH18620	120.270	B	0.02	ADAPTED	FOUND
PH18621	120.270	B	0.02	ADAPTED	FOUND
PH18622	120.270	B	0.02	ADAPTED	FOUND
PH18623	120.270	B	0.02	ADAPTED	FOUND
PH18624	120.270	B	0.02	ADAPTED	FOUND
PH18625	120.270	B	0.02	ADAPTED	FOUND
PH18626	120.270	B	0.02	ADAPTED	FOUND
PH18627	120.270	B	0.02	ADAPTED	FOUND
PH18628	120.270	B	0.02	ADAPTED	FOUND
PH18629	120.270	B	0.02	ADAPTED	FOUND
PH18630	120.270	B	0.02	ADAPTED	FOUND
PH18631	120.270	B	0.02	ADAPTED	FOUND
PH18632	120.270	B	0.02	ADAPTED	FOUND
PH18633	120.270	B	0.02	ADAPTED	FOUND
PH18634	120.270	B	0.02	ADAPTED	FOUND
PH18635	120.270	B	0.02	ADAPTED	FOUND
PH18636	120.270	B	0.02	ADAPTED	FOUND
PH18637	120.270	B	0.02	ADAPTED	FOUND
PH18638	120.270	B	0.02	ADAPTED	FOUND
PH18639	120.270	B	0.02	ADAPTED	FOUND
PH18640	120.270	B	0.02	ADAPTED	FOUND
PH18641	120.270	B	0.02	ADAPTED	FOUND
PH18642	120.270	B	0.02	ADAPTED	FOUND
PH18643	120.270	B	0.02	ADAPTED	FOUND
PH18644	120.270	B	0.02	ADAPTED	FOUND
PH18645	120.270	B	0.02	ADAPTED	FOUND
PH18646	120.270	B	0.02	ADAPTED	FOUND
PH18647	120.270	B	0.02	ADAPTED	FOUND
PH18648	120.270	B	0.02	ADAPTED	FOUND
PH18649	120.270	B	0.02	ADAPTED	FOUND
PH18650	120.270	B	0.02	ADAPTED	FOUND
PH18651	120.270	B	0.02	ADAPTED	FOUND
PH18652	120.270	B	0.02	ADAPTED	FOUND
PH18653	120.270	B	0.02	ADAPTED	FOUND
PH18654	120.270	B	0.02	ADAPTED	FOUND
PH18655	120.270	B	0.02	ADAPTED	FOUND
PH18656	120.270	B	0.02	ADAPTED	FOUND
PH18657	120.270	B	0.02	ADAPTED	FOUND
PH18658	120.270	B	0.02	ADAPTED	FOUND
PH18659	120.270	B	0.02	ADAPTED	FOUND
PH18660	120.270	B	0.02	ADAPTED	FOUND
PH18661	120.270	B	0.02	ADAPTED	FOUND
PH18662	120.270	B	0.02	ADAPTED	FOUND
PH18663	120.270	B	0.02	ADAPTED	FOUND
PH18664	120.270	B	0.02	ADAPTED	FOUND
PH18665	120.270	B	0.02	ADAPTED	FOUND
PH18666	120.270	B	0.02	ADAPTED	FOUND
PH18667	120.270	B	0.02	ADAPTED	FOUND
PH18668	120.270	B	0.02	ADAPTED	FOUND
PH18669	120.270	B	0.02	ADAPTED	FOUND
PH18670	120.270	B	0.02	ADAPTED	FOUND
PH18671	120.270	B	0.02	ADAPTED	FOUND
PH18672	120.270	B	0.02	ADAPTED	FOUND
PH18673	120.270	B	0.02	ADAPTED	FOUND
PH18674	120.270	B	0.02	ADAPTED	FOUND
PH18675	120.270	B	0.02	ADAPTED	FOUND
PH18676	120.270	B	0.02	ADAPTED	FOUND
PH18677	120.270	B	0.02	ADAPTED	FOUND
PH18678	120.270	B	0.02	ADAPTED	FOUND
PH18679	120.270	B	0.02	ADAPTED	FOUND
PH18680	120.270	B	0.02	ADAPTED	FOUND
PH18681	120.270	B	0.02	ADAPTED	FOUND
PH18682	120.270	B	0.02	ADAPTED	FOUND
PH18683	120.270	B	0.02	ADAPTED	FOUND
PH18684	120.270	B	0.02	ADAPTED	FOUND
PH18685	120.270	B	0.02	ADAPTED	FOUND
PH18686	120.270	B	0.02	ADAPTED	FOUND
PH18687	120.270	B	0.02	ADAPTED	FOUND
PH18688	120.270	B	0.02	ADAPTED	FOUND
PH18689	120.270	B	0.02	ADAPTED	FOUND
PH18690	120.270	B	0.02	ADAPTED	FOUND
PH18691	120.270	B	0.02	ADAPTED	FOUND
PH18692	120.270	B	0.02	ADAPTED	FOUND
PH18693	120.270	B	0.02	ADAPTED	FOUND
PH18694	120.270	B	0.02	ADAPTED	FOUND
PH18695	120.270	B	0.02	ADAPTED	FOUND
PH18696	120.270	B	0.02	ADAPTED	FOUND
PH18697	120.270	B	0.02	ADAPTED	FOUND
PH18698	120.270	B	0.02	ADAPTED	FOUND
PH18699	120.270	B	0.02	ADAPTED	FOUND
PH18700	120.270	B	0.02	ADAPTED	FOUND
PH18701	120.270	B	0.02	ADAPTED	FOUND
PH18702	120.270	B	0.02	ADAPTED	FOUND
PH18703	120.270	B	0.02	ADAPTED	FOUND
PH18704	120.270	B	0.02	ADAPTED	FOUND
PH18705	120.270	B	0.02	ADAPTED	FOUND
PH18706	120.270	B	0.02	ADAPTED	FOUND
PH18707	120.270	B	0.02	ADAPTED	FOUND
PH18708	120.270	B	0.02	ADAPTED	FOUND
PH18709	120.270	B	0.02	ADAPTED	FOUND
PH18710	120.270	B	0.02	ADAPTED	FOUND
PH18711	120.270	B	0.02	ADAPTED	FOUND
PH18712	120.270	B	0.02	ADAPTED	FOUND
PH18713	120.270	B	0.02	ADAPTED	FOUND
PH18714	120.270	B	0.02	ADAPTED	FOUND
PH18715	120.270	B	0.02	ADAPTED	FOUND
PH18716	120.270	B	0.02	ADAPTED	FOUND
PH18717	120.270	B	0.02	ADAPTED	FOUND
PH18718	120.270	B	0.02	ADAPTED	FOUND
PH18719	120.270	B	0.02	ADAPTED	FOUND
PH18720	120.270	B	0.02	ADAPTED	FOUND
PH18721	120.270	B	0.02	ADAPTED	FOUND
PH18722	120.270	B	0.02	ADAPTED	FOUND
PH18723	120.270	B	0.02	ADAPTED	FOUND
PH18724	120.270	B	0.02	ADAPTED	FOUND
PH18725	120.270	B	0.02	ADAPTED	FOUND
PH18726	120.270	B	0.02	ADAPTED	FOUND
PH18727	120.270	B	0.02	ADAPTED	FOUND
PH18728	120.270	B	0.02	ADAPTED	FOUND
PH18729	120.270	B	0.02	ADAPTED	FOUND
PH18730	120.270	B	0.02	ADAPTED	FOUND
PH18731	120.270	B	0.02	ADAPTED	FOUND
PH18732	120.270	B	0.02	ADAPTED	FOUND
PH18733	120.270	B	0.02	ADAPTED	FOUND
PH18734	120.270	B	0.02	ADAPTED	FOUND
PH18735	120.270	B	0.02	ADAPTED	FOUND

WARNING: GRASSY OR FOLDED WILL LEAD TO REJECTION

SHEET 2 OF 3 SHEETS

STATION	BEARING	DISTANCE	ARC	RADIUS
1	271°18'27"	14.195	11.855	4.85
2	271°18'27"	14.195	11.855	4.85
3	271°18'27"	14.195	11.855	4.85
4	271°18'27"	14.195	11.855	4.85
5	271°18'27"	14.195	11.855	4.85
6	271°18'27"	14.195	11.855	4.85
7	271°18'27"	14.195	11.855	4.85
8	271°18'27"	14.195	11.855	4.85
9	271°18'27"	14.195	11.855	4.85
10	271°18'27"	14.195	11.855	4.85
11	271°18'27"	14.195	11.855	4.85
12	271°18'27"	14.195	11.855	4.85
13	271°18'27"	14.195	11.855	4.85
14	271°18'27"	14.195	11.855	4.85
15	271°18'27"	14.195	11.855	4.85
16	271°18'27"	14.195	11.855	4.85
17	271°18'27"	14.195	11.855	4.85
18	271°18'27"	14.195	11.855	4.85
19	271°18'27"	14.195	11.855	4.85
20	271°18'27"	14.195	11.855	4.85
21	271°18'27"	14.195	11.855	4.85
22	271°18'27"	14.195	11.855	4.85
23	271°18'27"	14.195	11.855	4.85
24	271°18'27"	14.195	11.855	4.85
25	271°18'27"	14.195	11.855	4.85
26	271°18'27"	14.195	11.855	4.85
27	271°18'27"	14.195	11.855	4.85
28	271°18'27"	14.195	11.855	4.85
29	271°18'27"	14.195	11.855	4.85
30	271°18'27"	14.195	11.855	4.85
31	271°18'27"	14.195	11.855	4.85
32	271°18'27"	14.195	11.855	4.85
33	271°18'27"	14.195	11.855	4.85
34	271°18'27"	14.195	11.855	4.85
35	271°18'27"	14.195	11.855	4.85
36	271°18'27"	14.195	11.855	4.85
37	271°18'27"	14.195	11.855	4.85
38	271°18'27"	14.195	11.855	4.85
39	271°18'27"	14.195	11.855	4.85
40	271°18'27"	14.195	11.855	4.85
41	271°18'27"	14.195	11.855	4.85
42	271°18'27"	14.195	11.855	4.85
43	271°18'27"	14.195	11.855	4.85
44	271°18'27"	14.195	11.855	4.85
45	271°18'27"	14.195	11.855	4.85
46	271°18'27"	14.195	11.855	4.85
47	271°18'27"	14.195	11.855	4.85
48	271°18'27"	14.195	11.855	4.85
49	271°18'27"	14.195	11.855	4.85
50	271°18'27"	14.195	11.855	4.85

STATION	BEARING	DISTANCE	ARC	RADIUS
1	271°18'27"	14.195	11.855	4.85
2	271°18'27"	14.195	11.855	4.85
3	271°18'27"	14.195	11.855	4.85
4	271°18'27"	14.195	11.855	4.85
5	271°18'27"	14.195	11.855	4.85
6	271°18'27"	14.195	11.855	4.85
7	271°18'27"	14.195	11.855	4.85
8	271°18'27"	14.195	11.855	4.85
9	271°18'27"	14.195	11.855	4.85
10	271°18'27"	14.195	11.855	4.85
11	271°18'27"	14.195	11.855	4.85
12	271°18'27"	14.195	11.855	4.85
13	271°18'27"	14.195	11.855	4.85
14	271°18'27"	14.195	11.855	4.85
15	271°18'27"	14.195	11.855	4.85
16	271°18'27"	14.195	11.855	4.85
17	271°18'27"	14.195	11.855	4.85
18	271°18'27"	14.195	11.855	4.85
19	271°18'27"	14.195	11.855	4.85
20	271°18'27"	14.195	11.855	4.85
21	271°18'27"	14.195	11.855	4.85
22	271°18'27"	14.195	11.855	4.85
23	271°18'27"	14.195	11.855	4.85
24	271°18'27"	14.195	11.855	4.85
25	271°18'27"	14.195	11.855	4.85
26	271°18'27"	14.195	11.855	4.85
27	271°18'27"	14.195	11.855	4.85
28	271°18'27"	14.195	11.855	4.85
29	271°18'27"	14.195	11.855	4.85
30	271°18'27"	14.195	11.855	4.85
31	271°18'27"	14.195	11.855	4.85
32	271°18'27"	14.195	11.855	4.85
33	271°18'27"	14.195	11.855	4.85
34	271°18'27"	14.195	11.855	4.85
35	271°18'27"	14.195	11.855	4.85
36	271°18'27"	14.195	11.855	4.85
37	271°18'27"	14.195	11.855	4.85
38	271°18'27"	14.195	11.855	4.85
39	271°18'27"	14.195	11.855	4.85
40	271°18'27"	14.195	11.855	4.85
41	271°18'27"	14.195	11.855	4.85
42	271°18'27"	14.195	11.855	4.85
43	271°18'27"	14.195	11.855	4.85
44	271°18'27"	14.195	11.855	4.85
45	271°18'27"	14.195	11.855	4.85
46	271°18'27"	14.195	11.855	4.85
47	271°18'27"	14.195	11.855	4.85
48	271°18'27"	14.195	11.855	4.85
49	271°18'27"	14.195	11.855	4.85
50	271°18'27"	14.195	11.855	4.85

- (M) RESTRICTION ON THE USE OF LAND (IMAGINE ENVIRONMENT)
 (C) EASEMENT FOR DRAINAGE OR WATER (5 MILE)
 (D) EASEMENT FOR DRAINAGE OR WATER (1 MILE)
 (E) POSITIVE COVENANT FOR DRAINAGE OR WATER (5 MILE)
 (F) POSITIVE COVENANT FOR DRAINAGE OR WATER (1 MILE)
 (G) EASEMENT TO DRAIN WATER (5 MILE) (APPROXIMATE)

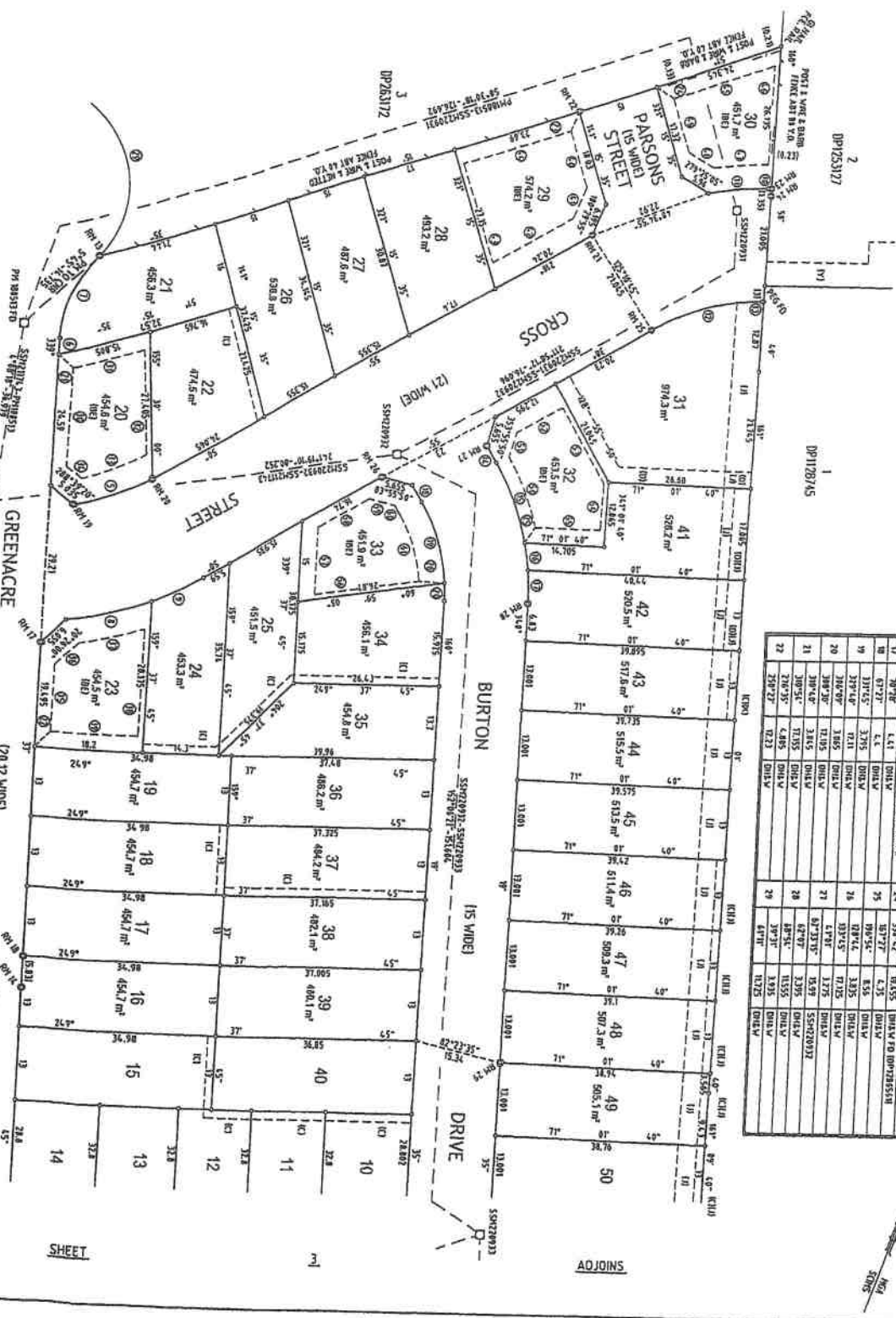
SURVEYOR
 NAME: DAVID JOHN HOBBS
 ADDRESS: 100/101 STATION STREET
 DATE: 01/03/2023
 REFERENCE: 2005-1

PLAN OF SUBDIVISION OF LOTS 4 & 6 IN DP263172

LOCALITY
 LOCATION: 100/101 STATION STREET
 REDUCTION: 1:1000
 SCALE: 1:1000

REGISTERED
 DATE: 06/07/2023

DP1245984



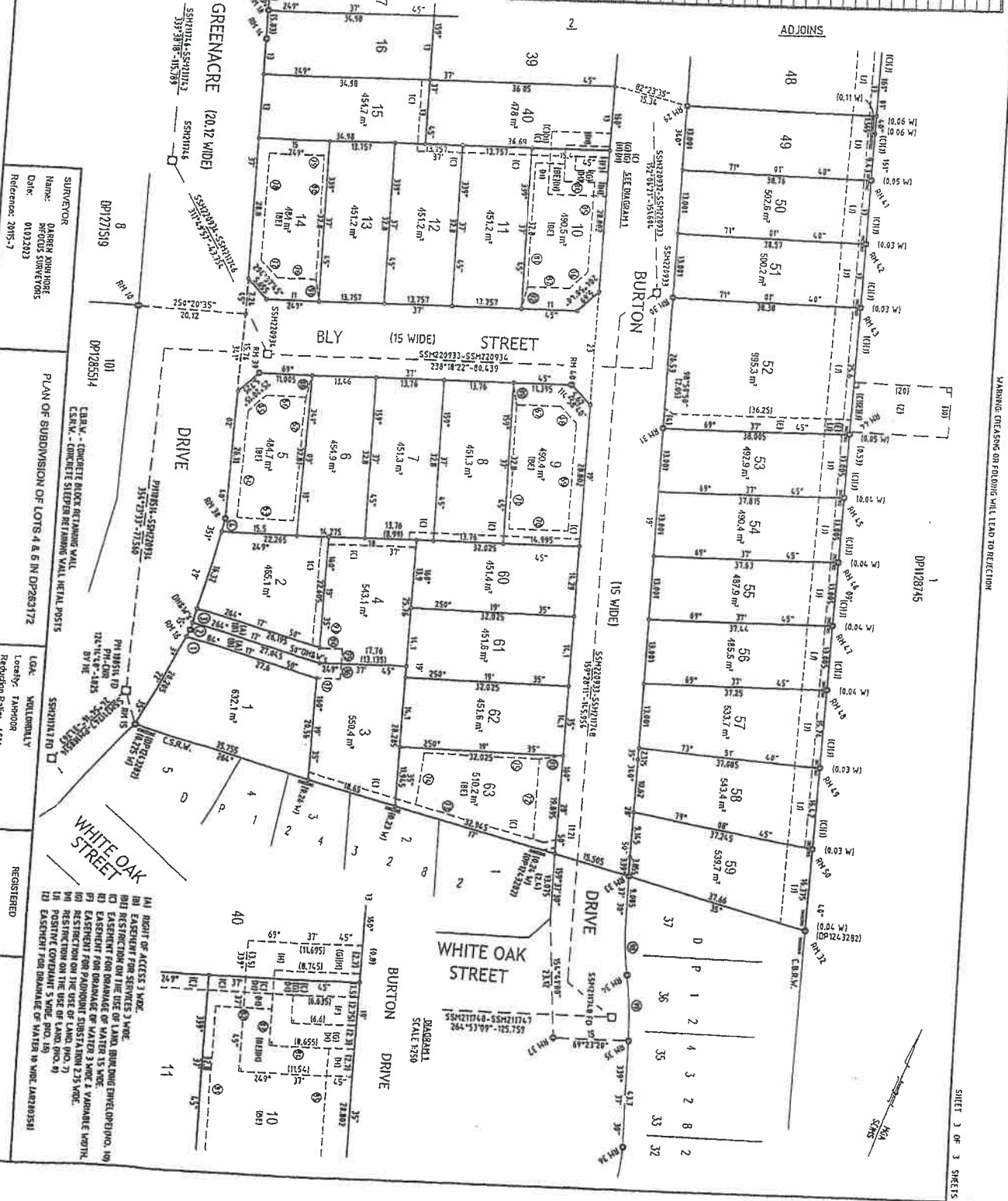
PLAN FORM 21A2


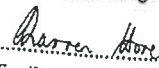

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE
1	258°22'22"	14.3	10	228°22'22"	14.3
2	228°22'22"	14.3	11	228°22'22"	14.3
3	228°22'22"	14.3	12	228°22'22"	14.3
4	228°22'22"	14.3	13	228°22'22"	14.3
5	228°22'22"	14.3	14	228°22'22"	14.3
6	228°22'22"	14.3	15	228°22'22"	14.3
7	228°22'22"	14.3	16	228°22'22"	14.3
8	228°22'22"	14.3	17	228°22'22"	14.3
9	228°22'22"	14.3	18	228°22'22"	14.3
10	228°22'22"	14.3	19	228°22'22"	14.3
20	228°22'22"	14.3	21	228°22'22"	14.3
22	228°22'22"	14.3	23	228°22'22"	14.3
24	228°22'22"	14.3	25	228°22'22"	14.3
26	228°22'22"	14.3	27	228°22'22"	14.3
28	228°22'22"	14.3	29	228°22'22"	14.3
30	228°22'22"	14.3	31	228°22'22"	14.3
32	228°22'22"	14.3	33	228°22'22"	14.3
34	228°22'22"	14.3	35	228°22'22"	14.3
36	228°22'22"	14.3	37	228°22'22"	14.3
38	228°22'22"	14.3	39	228°22'22"	14.3
40	228°22'22"	14.3	41	228°22'22"	14.3
42	228°22'22"	14.3	43	228°22'22"	14.3
44	228°22'22"	14.3	45	228°22'22"	14.3
46	228°22'22"	14.3	47	228°22'22"	14.3
48	228°22'22"	14.3	49	228°22'22"	14.3
50	228°22'22"	14.3	51	228°22'22"	14.3
52	228°22'22"	14.3	53	228°22'22"	14.3
54	228°22'22"	14.3	55	228°22'22"	14.3
56	228°22'22"	14.3	57	228°22'22"	14.3
58	228°22'22"	14.3	59	228°22'22"	14.3
60	228°22'22"	14.3	61	228°22'22"	14.3
62	228°22'22"	14.3	63	228°22'22"	14.3
64	228°22'22"	14.3	65	228°22'22"	14.3
66	228°22'22"	14.3	67	228°22'22"	14.3
68	228°22'22"	14.3	69	228°22'22"	14.3
70	228°22'22"	14.3	71	228°22'22"	14.3
72	228°22'22"	14.3	73	228°22'22"	14.3
74	228°22'22"	14.3	75	228°22'22"	14.3
76	228°22'22"	14.3	77	228°22'22"	14.3
78	228°22'22"	14.3	79	228°22'22"	14.3
80	228°22'22"	14.3	81	228°22'22"	14.3
82	228°22'22"	14.3	83	228°22'22"	14.3
84	228°22'22"	14.3	85	228°22'22"	14.3
86	228°22'22"	14.3	87	228°22'22"	14.3
88	228°22'22"	14.3	89	228°22'22"	14.3
90	228°22'22"	14.3	91	228°22'22"	14.3
92	228°22'22"	14.3	93	228°22'22"	14.3
94	228°22'22"	14.3	95	228°22'22"	14.3
96	228°22'22"	14.3	97	228°22'22"	14.3
98	228°22'22"	14.3	99	228°22'22"	14.3
100	228°22'22"	14.3	101	228°22'22"	14.3

NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE
1	258°22'22"	14.3	10	228°22'22"	14.3
2	228°22'22"	14.3	11	228°22'22"	14.3
3	228°22'22"	14.3	12	228°22'22"	14.3
4	228°22'22"	14.3	13	228°22'22"	14.3
5	228°22'22"	14.3	14	228°22'22"	14.3
6	228°22'22"	14.3	15	228°22'22"	14.3
7	228°22'22"	14.3	16	228°22'22"	14.3
8	228°22'22"	14.3	17	228°22'22"	14.3
9	228°22'22"	14.3	18	228°22'22"	14.3
10	228°22'22"	14.3	19	228°22'22"	14.3
20	228°22'22"	14.3	21	228°22'22"	14.3
22	228°22'22"	14.3	23	228°22'22"	14.3
24	228°22'22"	14.3	25	228°22'22"	14.3
26	228°22'22"	14.3	27	228°22'22"	14.3
28	228°22'22"	14.3	29	228°22'22"	14.3
30	228°22'22"	14.3	31	228°22'22"	14.3
32	228°22'22"	14.3	33	228°22'22"	14.3
34	228°22'22"	14.3	35	228°22'22"	14.3
36	228°22'22"	14.3	37	228°22'22"	14.3
38	228°22'22"	14.3	39	228°22'22"	14.3
40	228°22'22"	14.3	41	228°22'22"	14.3
42	228°22'22"	14.3	43	228°22'22"	14.3
44	228°22'22"	14.3	45	228°22'22"	14.3
46	228°22'22"	14.3	47	228°22'22"	14.3
48	228°22'22"	14.3	49	228°22'22"	14.3
50	228°22'22"	14.3	51	228°22'22"	14.3
52	228°22'22"	14.3	53	228°22'22"	14.3
54	228°22'22"	14.3	55	228°22'22"	14.3
56	228°22'22"	14.3	57	228°22'22"	14.3
58	228°22'22"	14.3	59	228°22'22"	14.3
60	228°22'22"	14.3	61	228°22'22"	14.3
62	228°22'22"	14.3	63	228°22'22"	14.3
64	228°22'22"	14.3	65	228°22'22"	14.3
66	228°22'22"	14.3	67	228°22'22"	14.3
68	228°22'22"	14.3	69	228°22'22"	14.3
70	228°22'22"	14.3	71	228°22'22"	14.3
72	228°22'22"	14.3	73	228°22'22"	14.3
74	228°22'22"	14.3	75	228°22'22"	14.3
76	228°22'22"	14.3	77	228°22'22"	14.3
78	228°22'22"	14.3	79	228°22'22"	14.3
80	228°22'22"	14.3	81	228°22'22"	14.3
82	228°22'22"	14.3	83	228°22'22"	14.3
84	228°22'22"	14.3	85	228°22'22"	14.3
86	228°22'22"	14.3	87	228°22'22"	14.3
88	228°22'22"	14.3	89	228°22'22"	14.3
90	228°22'22"	14.3	91	228°22'22"	14.3
92	228°22'22"	14.3	93	228°22'22"	14.3
94	228°22'22"	14.3	95	228°22'22"	14.3
96	228°22'22"	14.3	97	228°22'22"	14.3
98	228°22'22"	14.3	99	228°22'22"	14.3
100	228°22'22"	14.3	101	228°22'22"	14.3

NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE
1	258°22'22"	14.3	10	228°22'22"	14.3
2	228°22'22"	14.3	11	228°22'22"	14.3
3	228°22'22"	14.3	12	228°22'22"	14.3
4	228°22'22"	14.3	13	228°22'22"	14.3
5	228°22'22"	14.3	14	228°22'22"	14.3
6	228°22'22"	14.3	15	228°22'22"	14.3
7	228°22'22"	14.3	16	228°22'22"	14.3
8	228°22'22"	14.3	17	228°22'22"	14.3
9	228°22'22"	14.3	18	228°22'22"	14.3
10	228°22'22"	14.3	19	228°22'22"	14.3
20	228°22'22"	14.3	21	228°22'22"	14.3
22	228°22'22"	14.3	23	228°22'22"	14.3
24	228°22'22"	14.3	25	228°22'22"	14.3
26	228°22'22"	14.3	27	228°22'22"	14.3
28	228°22'22"	14.3	29	228°22'22"	14.3
30	228°22'22"	14.3	31	228°22'22"	14.3
32	228°22'22"	14.3	33	228°22'22"	14.3
34	228°22'22"	14.3	35	228°22'22"	14.3
36	228°22'22"	14.3	37	228°22'22"	14.3
38	228°22'22"	14.3	39	228°22'22"	14.3
40	228°22'22"	14.3	41	228°22'22"	14.3
42	228°22'22"	14.3	43	228°22'22"	14.3
44	228°22'22"	14.3	45	228°22'22"	14.3
46	228°22'22"	14.3	47	228°22'22"	14.3
48	228°22'22"	14.3	49	228°22'22"	14.3
50	228°22'22"	14.3	51	228°22'22"	14.3
52	228°22'22"	14.3	53	228°22'22"	14.3
54	228°22'22"	14.3	55	228°22'22"	14.3
56	228°22'22"	14.3	57	228°22'22"	14.3
58	228°22'22"	14.3	59	228°22'22"	14.3
60	228°22'22"	14.3	61	228°22'22"	14.3
62	228°22'22"	14.3	63	228°22'22"	14.3
64	228°22'22"	14.3	65	228°22'22"	14.3
66	228°22'22"	14.3	67	228°22'22"	14.3
68	228°22'22"	14.3	69	228°22'22"	14.3
70	228°22'22"	14.3	71	228°22'22"	14.3
72	228°22'22"	14.3	73	228°22'22"	14.3
74	228°22'22"	14.3	75	228°22'22"	14.3
76	228°22'22"	14.3	77	228°22'22"	14.3
78	228°22'22"	14.3	79	228°22'22"	14.3
80	228°22'22"	14.3	81	228°22'22"	14.3
82	228°22'22"	14.3	83	228°22'22"	14.3
84	228°22'22"	14.3	85	228°22'22"	14.3
86	228°22'22"	14.3	87	228°22'22"	14.3
88	228°22'22"	14.3	89	228°22'22"	14.3
90	228°22'22"	14.3	91	228°22'22"	14.3
92	228°22'22"	14.3	93	228°22'22"	14.3
94	228°22'22"	14.3	95	228°22'22"	14.3
96	228°22'22"	14.3	97	228°22'22"	14.3
98	228°22'22"	14.3	99	228°22'22"	14.3
100	228°22'22"	14.3	101	228°22'22"	14.3



PLAN FORM 6 (2020)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 6 Sheet(s)
Registered:  06/07/2023		OFFICE USE ONLY DP1245984	
Title System: TORRENS			
PLAN OF SUBDIVISION OF LOTS 4 & 5 IN DP263172		LGA: WOLLONDILLY Locality: TAHMOOR Parish: COURIDJAH County: CAMDEN	
Survey Certificate I, DARREN JOHN HORE of INFOCUS SURVEYORS UNIT 17/322 ANNANGROVE ROAD, ROUSE HILL. 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 01.03.2023, or *(b) The part of the land shown in the plan ("being" excluding was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line: 'X' - 'Y' Type: *Urban / *Rural The terrain is Level Undulating / *Steep Mountainous Signature:  Dated: 01.03.2023 Surveyor Identification No: ..SU000101 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:	
Plans used in the preparation of survey/compilation: DP263172 DP1243282 DP1253127 DP1271519 DP1274265 DP1285514 DP1286561		Subdivision Certificate I, Bridie Riordan *Authorised Person / *General Manager / *Registered Certifier, certify that the provisions of s.6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Electronic signature of me, Bridie Riordan, Acting Team Leader Development Assessment, affixed by me, or at my direction, on 30 June 2023 at 10:02am. Registration Number: Consent Authority: WOLLONDILLY SHIRE COUNCIL Date of Endorsement: 30 June 2023 Subdivision Certificate Number: ..SC/2017/673/1 File Number: DA/2017/673/1 *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 BLY STREET, CROSS STREET, BURTON DRIVE, PARSONS STREET & THE SPLAY CORNERS TO THE PUBLIC AS PUBLIC ROAD.		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	
Surveyor's Reference: 20115-7			

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 6 Sheet(s)

Registered:



06/07/2023

OFFICE USE ONLY

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DP1245984

PLAN OF SUBDIVISION OF LOTS 4 & 5
IN DP263172

Subdivision Certificate Number: SC/2017/673/1

Date of Endorsement: 30 June 2023

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 SEC. 88B. OF THE CONVEYANCING ACT 1919, AS AMENDED, IT
IS INTENDED TO CREATE:

- 1) RIGHT OF ACCESS 3 WIDE. (A)
- 2) EASEMENT FOR SERVICES 3 WIDE. (B)
- 3) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE. (C)
- 4) EASEMENT FOR DRAINAGE OF WATER 3 WIDE. (D)
- 5) EASEMENT FOR DRAINAGE OF WATER 3 WIDE & VARIABLE WIDTH. (E)
- 6) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE. (F)
- 7) RESTRICTION ON THE USE OF LAND. (G)
- 8) RESTRICTION ON THE USE OF LAND. (H)
- 9) RESTRICTION ON THE USE OF LAND.
- 10) RESTRICTION ON THE USE OF LAND.
- 11) RESTRICTION ON THE USE OF LAND.
- 12) POSITIVE COVENANT.
- 13) RESTRICTION ON THE USE OF LAND.
- 14) POSITIVE COVENANT.
- 15) POSITIVE COVENANT. (J)
- 16) POSITIVE COVENANT.
- 17) RESTRICTION ON THE USE OF LAND.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20115-7

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 6 Sheet(s)

Registered:



06/07/2023

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DP1245984

PLAN OF SUBDIVISION OF LOTS 4 & 5
IN DP263172

Subdivision Certificate Number: SC/2017/673/1

Date of Endorsement: 30 June 2023

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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.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	50	GREENACRE	DRIVE	TAHMOOR
2	56	GREENACRE	DRIVE	TAHMOOR
3	52	GREENACRE	DRIVE	TAHMOOR
4	54	GREENACRE	DRIVE	TAHMOOR
5	2	BLY	STREET	TAHMOOR
6	4	BLY	STREET	TAHMOOR
7	6	BLY	STREET	TAHMOOR
8	8	BLY	STREET	TAHMOOR
9	10	BLY	STREET	TAHMOOR
10	9	BLY	STREET	TAHMOOR
11	7	BLY	STREET	TAHMOOR
12	5	BLY	STREET	TAHMOOR
13	3	BLY	STREET	TAHMOOR
14	1	BLY	STREET	TAHMOOR
15	62	GREENACRE	DRIVE	TAHMOOR
16	64	GREENACRE	DRIVE	TAHMOOR
17	66	GREENACRE	DRIVE	TAHMOOR
18	68	GREENACRE	DRIVE	TAHMOOR
19	70	GREENACRE	DRIVE	TAHMOOR
20	80	CROSS	STREET	TAHMOOR
21	76	GREENACRE	DRIVE	TAHMOOR
22	78	CROSS	STREET	TAHMOOR
23	81	CROSS	STREET	TAHMOOR
24	79	CROSS	STREET	TAHMOOR
25	77	CROSS	STREET	TAHMOOR
26	76	CROSS	STREET	TAHMOOR
27	74	CROSS	STREET	TAHMOOR
28	72	CROSS	STREET	TAHMOOR
29	70	CROSS	STREET	TAHMOOR
30	68	CROSS	STREET	TAHMOOR
31	71	CROSS	STREET	TAHMOOR
32	73	CROSS	STREET	TAHMOOR

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20115-7

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 6 Sheet(s)

Registered:



06/07/2023

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PLAN OF SUBDIVISION OF LOTS 4 & 5
IN DP263172

DP1245984

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Subdivision Certificate Number: SC/2017/673/1

Date of Endorsement: 30 June 2023

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
33	2	BURTON	DRIVE	TAHMOOR
34	4	BURTON	DRIVE	TAHMOOR
35	6	BURTON	DRIVE	TAHMOOR
36	8	BURTON	DRIVE	TAHMOOR
37	10	BURTON	DRIVE	TAHMOOR
38	12	BURTON	DRIVE	TAHMOOR
39	14	BURTON	DRIVE	TAHMOOR
40	16	BURTON	DRIVE	TAHMOOR
41	3	BURTON	DRIVE	TAHMOOR
42	5	BURTON	DRIVE	TAHMOOR
43	7	BURTON	DRIVE	TAHMOOR
44	9	BURTON	DRIVE	TAHMOOR
45	11	BURTON	DRIVE	TAHMOOR
46	13	BURTON	DRIVE	TAHMOOR
47	15	BURTON	DRIVE	TAHMOOR
48	17	BURTON	DRIVE	TAHMOOR
49	19	BURTON	DRIVE	TAHMOOR
50	21	BURTON	DRIVE	TAHMOOR
51	23	BURTON	DRIVE	TAHMOOR
52	25-27	BURTON	DRIVE	TAHMOOR
53	29	BURTON	DRIVE	TAHMOOR
54	31	BURTON	DRIVE	TAHMOOR
55	33	BURTON	DRIVE	TAHMOOR
56	35	BURTON	DRIVE	TAHMOOR
57	37	BURTON	DRIVE	TAHMOOR
58	39	BURTON	DRIVE	TAHMOOR
59	41	BURTON	DRIVE	TAHMOOR
60	22	BURTON	DRIVE	TAHMOOR
61	24	BURTON	DRIVE	TAHMOOR
62	26	BURTON	DRIVE	TAHMOOR
63	28	BURTON	DRIVE	TAHMOOR

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20115-7

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PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 6 Sheet(s)

Registered:



06/07/2023

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PLAN OF SUBDIVISION OF LOTS 4 & 5
IN DP263172

DP1245984

Subdivision Certificate Number: SC/2017/673/1

Date of Endorsement: 30 June 2023

- 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.

CONSENT OF OWNERS:

EXECUTED BY BRICKTOP No.18 PTY LTD
ATF BRICKTOP TAHMOOR UNIT TRUST
(ACN 643 893 001) BY ITS AUTHORISED OFFICER
PURSUANT TO SECTION 127 OF THE CORPORATIONS
ACT 2001.

MICHAEL BRIAN BALKIN
DIRECTOR

WARREN JOHN DAVIS
DIRECTOR

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20115-7

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PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 6 Sheet(s)

Registered: 06/07/2023



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PLAN OF SUBDIVISION OF LOTS 4 & 5
IN DP263172

DP1245984

Subdivision Certificate Number: SC/2017/673/1

Date of Endorsement: 30 June 2023

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.

CONSENT OF MORTGAGEE:

Executed by Certane CT Pty Ltd
ACN 106 424 088 in its capacity as custodian of the MA Secured Loan Series Fund by its attorneys under power of attorney dated 23
December 2020 Book 4784 No. 947

DocuSigned by:

7A17DPEET185471...

Senior Client Service Associate

John Pranata

DocuSigned by:

358AC728E19D40C...

Relationship Manager

Georgina Giavis

DocuSigned by:

D9CF04D6AA56422...

Client Service Associate

Jo Jung

DocuSigned by:

D9CF04D6AA56422...

Client Service Associate

Jo Jung

Witness

Level 6, 80 Clarence St Sydney NSW 2000

Signature Events
Georgina Giavis
georgina.giavis@certane.com
Relationship Manager
Security: Email, Account Authentication
(None)

Signature

Signature Adoption: Pre-selected Style
Using IP Address: 183.116.182.115

Timestamp

Sent: 5/1/2023 4:19:44 PM
Viewed: 5/2/2023 1:03:52 PM
Signed: 5/2/2023 1:04:27 PM

Electronic Record and Signature Disclosure
Accepted: 5/2/2023 1:03:52 PM
ID: 183116182115-14597046-0143250741

Jo Jung
jo.jung@certane.com
Client Service Associate
Security: Email, Account Authentication
(None)

Signature

Signature Adoption: Uploaded Signature Image
Using IP Address: 183.116.182.115

Sent: 5/1/2023 4:18:44 PM
Viewed: 5/1/2023 4:28:59 PM
Signed: 5/2/2023 12:54:35 PM

Electronic Record and Signature Disclosure
Accepted: 5/2/2023 12:54:35 PM
ID: 183116182115-14597046-0143250741

John Pranata
john.pranata@certane.com
Senior Client Service Associate
Security: Email, Account Authentication
(None)

Signature

Signature Adoption: Uploaded Signature Image
Using IP Address: 183.116.182.115

Sent: 5/1/2023 4:18:44 PM
Viewed: 5/1/2023 4:21:10 PM
Signed: 5/2/2023 12:54:35 PM

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20115-7

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

(Lengths are in metres)

(Sheet 1 of 11 sheets)

PLAN: DP1245984

Plan of Subdivision of Lots 4 & 5 in DP263172
 covered by Council's Certificate No. SC/2017/673/1
 Dated: 30 June 2023

Full name and address of
 Proprietor of the land:

Bricktop No.18 Pty Ltd
 ATF Bricktop Tahmoor Unit Trust
 Suite 1003, Level 10, 6-10 O'Connell Street
 Sydney NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of Easement, 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	Right of Access 3 Wide. (A)	3 4	4 3
2	Easement for Services 3 Wide. (B)	3 4	4 3
3	Easement for Drainage of Water 1.5 Wide. (C)	2 3 4 7 8 9 10 11 12 15 18 22 24 25 34 37 43 46 47 48	4 1 2 2 & 4 2 & 4 2 & 4 15 & 16 15 & 16 15 & 16 16 17 & 19 21 23 23 & 24 23, 24 & 25 17, 18 & 19 44 45 45 & 46 45, 46 & 47

Approved by Wollondilly Shire Council

Bridie Riorden

Authorised Officer

Electronic signature of me, Bridie Riorden,
 Acting Team Leader Development
 Assessment, affixed by me, or at my
 direction, on 30 June 2023 at 10:02am.

(Lengths are in metres)

(Sheet 2 of 11 sheets)

PLAN: **DP1245984**

Plan of Subdivision of Lots 4 & 5 in DP263172
 covered by Council's Certificate No. SC/2017/673/1
 Dated: 30 June 2023

3 continued	Easement for Drainage of Water 1.5 Wide. (C)	49 50 51 52 53 54 55 56 57 58 63	45 - 48 inclusive 45 - 49 inclusive 45 - 50 inclusive 45 - 51 inclusive & 53 - 59 inclusive 54 - 59 inclusive 55 - 59 inclusive 56 - 59 inclusive 57, 58 & 59 58 & 59 59 1 & 3
4	Easement for Drainage of Water 3 Wide. (D)	31 41 42	32 & 41 - 44 inclusive 42, 43 & 44 43 & 44
5	Easement for Drainage of Water 3 Wide & Variable Width. (E)	52	Wollondilly Shire Council
6	Easement for Padmount Substation 2.75 wide. (F)	10	Epsilon Distribution Ministerial Holding Corporation
7	Restriction on the Use of Land.	Pt.10 & Pt.40 designated (G) on the plan	Epsilon Distribution Ministerial Holding Corporation
8	Restriction on the Use of Land.	Pt.10 & Pt.40 designated (H) on the plan	Epsilon Distribution Ministerial Holding Corporation
9	Restriction on the Use of Land. (APZ's)	1 - 63 inclusive	Wollondilly Shire Council
10	Restriction on the Use of Land. (Building Envelopes)	Pt. of Lots 5, 9, 10, 14, 20, 23, 29, 30, 32, 33 & 63 designated (BE) on the plan	Wollondilly Shire Council
11	Restriction on the Use of Land. (Cats)	1 - 63 inclusive	Wollondilly Shire Council

Approved by Wollondilly Shire Council

Electronic signature of me, Bridie Riordan, Acting Team Leader
 Development & Assessment, signed by
 me, or at my direction, on 30 June
 2023 at 10:02am
Bridie Riordan
 Authorised Officer

(Lengths are in metres)

(Sheet 3 of 11 sheets)

PLAN: **DP1245984**

Plan of Subdivision of Lots 4 & 5 in DP263172
 covered by Council's Certificate No.SC/2017/673/1
 Dated: 30 June 2023

12	Positive Covenant. (Access to lots)	5, 9, 10, 14, 20, 23, 29, 30, 32 & 33	Wollondilly Shire Council
13	Restriction on the Use of Land. (On-site Retention Rainwater Tank)	1 - 63 inclusive	Wollondilly Shire Council
14	Positive Covenant (Odour Mitigation)	1 - 63 inclusive	Wollondilly Shire Council
15	Positive Covenant	Pt. of Lots 31, 41 - 59 inclusive designated (J)	Wollondilly Shire Council
16	Positive Covenant	3, 4 & 41	Wollondilly Shire Council
17	Restriction on the Use of Land.	Each lot	Every other lot

PART 2 (Terms)

Terms of Easement numbered 1 in the abovementioned plan:

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

Terms of Easement numbered 2 in the abovementioned plan:

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

Terms of Easements numbered 3 & 4 in the abovementioned plan:

An Easement for Drainage of Water as set out in Schedule 8, Part 8 of the Conveyancing Act 1919, as amended.

Terms of Easement numbered 5 in the abovementioned plan:

An Easement for Drainage of Water as set out in Schedule 4A, Part 7 of the Conveyancing Act 1919, as amended.

Terms of Easement numbered 6 in the abovementioned plan:

The terms set out in Section 1 of Memorandum No. AR578978S are incorporated into this document.

Approved by Wollondilly Shire Council

Electronic signature of me, Bridie Riordan,
 Acting Team Leader Development
 Assessment, affixed by me, or at my
 direction, on 30 June 2023 at 10:02am.

 Authorised Officer

(Lengths are in metres)

(Sheet 4 of 11 sheets)

PLAN: **DP1245984**

Plan of Subdivision of Lots 4 & 5 in DP263172
covered by Council's Certificate No. SC/2017/673/1
Dated: 30 June 2023

Terms of Restriction numbered 7 in the abovementioned plan:

- 1.0 Definitions
 - 1.1 **120/120/120 fire rating and 60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
 - 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
 - 1.3 **erect** includes construct, install, build and maintain.
 - 1.4 **owner** means the registered proprietor of the lot or Torrens title land that is affected by this restriction and its successors (including those claiming under or through the registered proprietor).
 - 1.5 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
 - 1.6 **restriction site** means that part of the lot or Torrens title land that is affected by this restriction on the use of land.
- 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 prescribed authority with an engineer's certificate to this effect.
- 3.0 The 120/120/120 fire rating and 60/60/60 fire rating must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4.0 No doors or opening windows are permitted to be erected within the restriction site on the external surface of a building within 3 metres from the substation footing.
- 5.0 **Electricity Network Assets (Authorised Transactions) Act 2015**
 - 5.1 Notwithstanding any other provision in this restriction, the owner acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.
 - 5.2 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 the prescribed authority.

Approved by Wollondilly Shire Council *Bridie Rindan*

Authorised Officer

Electronic signature of me, Bridie
Rindan, Acting Team Leader
Development Assessment, signed by me,
or at my direction, on 30 June 2023 at
10:02am

(Lengths are in metres)

(Sheet 5 of 11 sheets)

PLAN: **DP1245984**

Plan of Subdivision of Lots 4 & 5 in DP263172
covered by Council's Certificate No.SC/2017/673/1
Dated: 30 June 2023

Terms of Restriction numbered 8 in the abovementioned plan:

- 1.0 **Definitions**
- 1.1 **erect** includes construct, install, build and maintain.
- 1.2 **owner** means the registered proprietor of the lot or Torrens title land that is affected by this restriction and its successors (including those claiming under or through the registered proprietor).
- 1.3 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.4 **restriction site** means that part of the lot or Torrens title land that is affected by the restriction on the use of land.
- 2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.
- 3.0 **Electricity Network Assets (Authorised Transactions) Act 2015**
- 3.1 Notwithstanding any other provision in this restriction, the owner acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.
- 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 the prescribed authority.

Terms of Restriction numbered 9 in the abovementioned plan:

The registered proprietor of the lot(s) hereby burdened will maintain at the sole expense of the registered proprietor the whole of their lot as an asset protection zone (Inner Protection Area), including, but not limited to, the removal of vegetation in accordance with fuel load requirements and restricting the placement of combustible materials, buildings or improvements, complying with the requirements of the NSW Rural Fire Service relevant and applicable at the time.

Terms of Restriction numbered 10 in the abovementioned plan:

The owner of the lot(s) hereby burdened shall not construct any dwelling house (excluding eave overhang) or any other ancillary building, structure, improvement and the like outside the building envelope denoted (BE) on the plan. It is noted that this Restriction excludes retaining walls and the like as these are permitted outside the building envelope.

Approved by Wollondilly Shire Council

Bridie Riordan

Authorised Officer

Electronic signature of me, Bridie Riordan, Acting Team Leader Development Assessment, affixed by me, or at my direction, on 30 June 2023 at 10:02am.

(Lengths are in metres)

(Sheet 6 of 11 sheets)

PLAN: **DP1245984**

Plan of Subdivision of Lots 4 & 5 in DP263172
covered by Council's Certificate No. SC/2017/673/1
Dated: 30 June 2023

Terms of Restriction numbered 11 in the abovementioned plan:

The keeping of cats is prohibited, unless the cats are always confined to suitable enclosures at all times.

Terms of Positive Covenant numbered 12 in the abovementioned plan:

The registered proprietor of the lot(s) hereby burdened must ensure access to each lot is as follows:

- (i) Lot 5: one (1) metre from the common boundary with proposed Lot 6
- (ii) Lot 9: one (1) metre from the common boundary with proposed Lot 8
- (iii) Lot 10: one (1) metre from the common boundary with proposed Lot 11
- (iv) Lot 14: one (1) metre from the common boundary with proposed Lot 13
- (v) Lot 20: one (1) metre from the common boundary with proposed Lot 22
- (vi) Lot 23: one (1) metre from the common boundary with proposed Lot 24
- (vii) Lot 29: one (1) metre from the common boundary with proposed Lot 28
- (viii) Lot 30: one (1) metre from the common boundary with Lot 2 DP 1253127
- (ix) Lot 32: one (1) metre from the common boundary with proposed Lot 31
- (x) Lot 33: one (1) metre from the common boundary with proposed Lot 34

Terms of Restriction numbered 13 in the abovementioned plan:

The registered proprietor(s) shall not make or permit or suffer the making of any alterations to any rainwater reuse tank system, including tanks, pits, pipes, pumps etc. which is, or shall be, constructed on the lot(s) burdened without the prior consent in writing of Wollondilly Shire Council.

No dwelling shall be erected or constructed unless the registered proprietor(s) have constructed or make provision for the construction of a rainwater reuse system which:

- a. Provides for a minimum rainwater storage capacity (in rain water tanks) of 5000 litres or such capacity as determined by a relevant Authority (this volume can be included in any basix volume required).
- b. Have roofs and gutters designed so as to maximise capture of rainwater into the rainwater tank storage.
- c. Have the rainwater tank storage plumbed into toilets, laundry, gardens and other areas for non-potable use.
- d. Have any overflow pipe directed to the kerb outlet or interallotment pit.

Approved by Wollondilly Shire Council

Bridie Riordan

Authorised Officer

Electronic signature of me, Bridie Riordan, Acting Team Leader Development Assessment, affixed by me, or at my direction, on 30 June 2023 at 10:02am.

(Lengths are in metres)

(Sheet 7 of 11 sheets)

PLAN: **DP1245984**

Plan of Subdivision of Lots 4 & 5 in DP263172
covered by Council's Certificate No. SC/2017/673/1
Dated: 30 June 2023

Terms of Positive Covenant numbered 14 in the abovementioned plan:

Future development of the site shall be carried out in accordance with good practice development controls as outlined in *Odour Impact Assessment – 42 & 60 Greenacre Drive, Tahmoor*, prepared by Pacific Environment Pty Ltd, and dated 29 January 2018, Section 5 'Recommendations/mitigation measures', which includes:

- (i) Orientate buildings to provide adequate air flow, i.e. no dead end courtyards, long narrow spaces, or areas where air may stagnate.
- (ii) Design buildings to encourage air flow.
- (iii) Ensure that air intake to buildings is not from the direction of odour sources.
- (iv) Consider ventilation, install air conditioning, and design buildings so as living and work areas of buildings do not face odorous sources.
- (v) Building continuous dense landscaping around the subdivided lots to assist in reducing odour by increasing dispersion.

Terms of Positive Covenant numbered 15 in the abovementioned plan:

The registered proprietor of the lot(s) hereby burdened will maintain the area denoted (J) on the plan as a landscape buffer.

Terms of Positive Covenant numbered 16 in the abovementioned plan:

The registered proprietor of the lot(s) hereby burdened will ensure that all vehicular movements to and from the burdened lot will be in a forward direction.

Terms of Restriction numbered 17 in the abovementioned plan:

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the abovenamed proprietors without the consent of the abovenamed proprietors but such consent shall not be withheld if such fence is erected without expense to the abovenamed proprietors provided that this restriction shall remain in force only during such time as the abovenamed proprietors are the Registered Proprietors of any lot adjoining a lot burdened and shall bind the adjoining owner of such land, successive owners and assigns of each lot burdened.

Approved by Wollondilly Shire Council

Bridie Riordan

Authorised Officer

Electronic signature of me, Bridie Riordan, Acting Team Leader Development Assessment, affixed by me, or at my direction, on 30 June 2023 at 10:02am.

(Lengths are in metres)

(Sheet 8 of 11 sheets)

PLAN: **DP1245984**

Plan of Subdivision of Lots 4 & 5 in DP263172
covered by Council's Certificate No.SC/2017/673/1
Dated: 30 June 2023

Name of Persons or Authority whose consent is required to release, vary or modify
Easements numbered: 1, 2, 3 & 4

in the abovementioned plan is The Registered Proprietor of the benefited lots

Name of Authority whose consent is required to release, vary or modify
Easement numbered: 6

Restrictions numbered: 7 & 8
in the abovementioned plan is Epsilon Distribution Ministerial Holding Corporation.

Name of Authority whose consent is required to release, vary or modify
Easements numbered: 5

Restrictions numbered: 9, 10, 11 & 13

Positive Covenants numbered: 12, 14, 15 & 16
in the abovementioned plan is Wollondilly Shire Council.

*The cost & expense of any such release, variation or modification shall be borne by the
person or corporation requesting the same in all aspects.*

Name of Persons or Authority whose consent is required to release, vary or modify
Restriction numbered: 17

in the abovementioned plan is Bricktop No.18 Pty Ltd ATF Bricktop Tahmoor Unit Trust

Bricktop No.18 Pty Ltd, (ACN 643 893 001), for such period as they are the Registered
Proprietor of any of the lots in the abovementioned plan.

"Bricktop No.18 Pty Ltd" is taken to mean the registered proprietor(s) of the land in the plan,
or their successors, at the time of registration of this plan.

Approved by Wollondilly Shire Council *Bridie Riordan*

Authorised Officer

Electronic signature of me, Bridie
Riordan, Acting Team Leader
Development Assessment, affixed by
me, or at my direction, on 30 June
2023 at 10:02am.

(Lengths are in metres)

PLAN: DP1245984

(Sheet 9 of 11 sheets)

Plan of Subdivision of Lots 4 & 5 in DP263172
covered by Council's Certificate No. SC/2017/673/1
Dated: 30 June 2023

SIGNATURES

Consent of Owner:

EXECUTED by BRICKTOP No.18 PTY LTD
ATF BRICKTOP TAHMOOR UNIT TRUST
(ACN 643 893 001) BY ITS AUTHORISED OFFICER
PURSUANT TO SECTION 127 OF THE CORPORATIONS ACT 2001.




Michael Brian Balkin
Director



Warren John Davis
Director

Consent of Mortgagee (AR276073):

Executed by Certane CT Pty Ltd
ACN 106 424 088 in its capacity as custodian of the MA Secured Loan Series Fund by its attorneys
under power of attorney dated 23 December 2020 Book 4784 No. 947


DocuSigned by:

7A10FEE276541E
Senior Client Service Associate
John Pfannata

DocuSigned by:

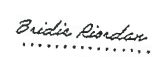
156C779E1B040C
Relationship Manager
Georgina Giavis

DocuSigned by:

D9CFC6A5A56422
Client Service Associate
Jo Jung
Level 8, 80 Clarence Street, Sydney 2000
Witness

DocuSigned by:

D9CFC6A5A56422
Client Service Associate
Jo Jung
Level 8, 80 Clarence Street, Sydney 2000
Witness

Approved by Wollondilly Shire Council



Authorised Officer

Electronic signature of ms. Bridie
Riordan, Acting Team Leader
Development Assessment, affixed by
me, or at my direction, on 30 June
2023 at 10:02am.

(Lengths are in metres)

PLAN: DP1245984

(Sheet 10 of 11 sheets)

Plan of Subdivision of Lots 4 & 5 in DP263172
covered by Council's Certificate No. SC/2017/673/1
Dated: 30 June 2023

SIGNATURES

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

Signature of witness:



Digitally signed by
Natasha Issac
Date: 2023.04.06
09:44:34 +10'00'

Name of witness:

Natasha Issac

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

This document was signed in counterpart
and witnessed over audio visual link in
accordance with Section 14G of the
Electronic Transactions Act 2000.

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 attorney:



Digitally signed by
Simon Lawton
Date: 2023.04.06
09:42:07 +10'00'

Name and position of attorney:

Simon Lawton
Strategic Property Manager

Power of attorney:
Book 4806 No 961

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

Endeavour Energy reference:

URS23607

Approved by Wollondilly Shire Council

Bridie Riordan

Authorised Officer

Electronic signature of me, Bridie
Riordan, Acting Team Leader
Development Assessment, affixed by
me, or at my direction, on 30 June
2023 at 10:02am.

(Lengths are in metres)

PLAN: DP1245984

(Sheet 11 of 11 sheets)

Plan of Subdivision of Lots 4 & 5 in DP263172
covered by Council's Certificate No. SC/2017/673/1
Dated:30 June 2023

SIGNATURES

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

Electronic signature of me, Bridie Riordan, Action
Team Leader Development Assessment affixed
by me, or at my direction, on 30 June 2023 at
10:02am

Bridie Riordan

Signature of Delegate

Bridie Riordan
Name of Delegate

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

Electronic signature of me, Veena Karnavar,
Development Assessment Planner, affixed by me,
or at my direction, on 30 June 2023 at 10:20am

Ve
Signature of Witness

Veena Karnavar
Name of Witness

62-64 Menangle St.
Picton, NSW, 2571
Address of Witness



Approved by Wollondilly Shire Council

Electronic signature of me, Bridie
Riordan, Acting Team Leader
Development Assessment, affixed by
me, or at my direction, on 30 June
2023 at 10:02am,
Bridie Riordan
Authorised Officer



Frank McKay Building 62-64 Menangle Street, Picton NSW 2571

All Correspondance to PO Box 21, Picton NSW 2571

Telephone: 02 4677 1100 Fax: 02 4677 2339

Email: council@wollondilly.nsw.gov.au Web: www.wollondilly.nsw.gov.au

ABN: 93 723 245 808

PLANNING CERTIFICATE UNDER SECTION 10.7(2)

ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979

APPLICANT:	Platinum Property Law
Planning Certificate No.:	00053603
Receipt No.:	
Issue Date:	17/07/2023
Applicant's Reference:	Greenacre Drive
Property No.:	31307

DESCRIPTION OF PROPERTY

Address:	28 Burton Drive, TAHMOOR, NSW, 2573 (P)
Land Description:	Lot: 63 DP: 1245984

Notes:

The following prescribed matters may apply to the land to which this certificate relates and is supplied in good faith. This certificate was generated automatically under the delegated authority of the Manager Sustainable Growth.

Where this certificate refers to a specific allotment (or allotments) within a strata plan, the certificate is issued for the whole of the land within the strata plan, not just the specific allotment(s) referred to, and any information contained in the certificate may relate to the whole, or any part, of the strata plan.

If the land straddles a local government area boundary, the information in this certificate only applies to the portion of land that is located within Wollondilly Shire Council Local Government Area.

The following information is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act 1979 as prescribed by Schedule 2 of the Environmental Planning and Assessment Regulation 2021 and is applicable as at the date of this certificate. Note that instruments applying to this land purporting to restrict or prohibit certain development may be inconsistent.

Information provided in this certificate should be interpreted in conjunction with the relevant plans, policies and documents held at Council. In order to obtain copies of these documents you may purchase them from Council's Administration Centre at 62-64 Menangle Street, Picton or view free of charge on Council's Website www.wollondilly.nsw.gov.au.

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

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

ENVIRONMENTAL PLANNING INSTRUMENTS

Wollondilly Local Environmental Plan 2011

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Biodiversity & Conservation) 2021

State Environmental Planning Policy (Resilience & Hazards) 2021

State Environmental Planning Policy (Transport & Infrastructure) 2021

State Environmental Planning Policy (Industry & Employment) 2021

State Environmental Planning Policy (Resources & Energy) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Precincts Western Parkland City) 2021

State Environmental Planning Policy (Precincts Regional) 2021

DEVELOPMENT CONTROL PLANS

Wollondilly Development Control Plan 2016 applies to all land covered by Wollondilly Local Environmental Plan 2011.

PROPOSED ENVIRONMENTAL PLANNING INSTRUMENTS

Explanation of Intended Effect (Building Business Back Better) – proposed amendments to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP) and other legislation

Explanation of Intended Effect (Varying Development Standards) – proposed amendments to Clause 4.6 of the Standard Instrument Local Environmental Plan

Explanation of Intended Effect (Outdoor dining & fun experiences) – proposed amendments to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP)

Explanation of Intended Effect for a Regional Infrastructure Contributions Proposed State Environmental Planning Policy

Explanation of Intended Effect (In-fill affordable housing, group homes, supportive accommodation and other provisions) – proposed amendments to State Environmental Planning Policy (Housing) 2021 (Housing SEPP)

DRAFT DEVELOPMENT CONTROL PLANS

There are no Draft Development Control Plans that apply to the land.

2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

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

WOLLONDILLY LOCAL ENVIRONMENTAL PLAN 2011

- a. the identity of the zone, whether by reference to-
 - i. a name, such as “Residential Zone” or “Heritage Area”, or
 - ii. a number, such as “Zone No 2 (a)”,

Zone R2 Low Density Residential

- b. the purpose for which development in the zone-

- i. may be carried out without development consent:

Home occupations and development listed in Schedule 2 of Wollondilly Local Environmental Plan 2011 provided it meets the criteria in that Schedule.

- ii. may not be carried out except with development consent:

Bed and breakfast accommodation; Bee keeping; Cemeteries; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Roads; Sewerage systems; Signage; Tank-based aquaculture; Veterinary hospitals; Water supply systems.

- iii. is prohibited:

Attached dwellings; Multi dwelling housing; Residential flat buildings; Rural workers’ dwellings; Shop top housing; Water treatment facilities; Any development not specified in item (i) or (ii).

- c. whether additional permitted uses apply to the land,

There are no additional permitted uses which apply to the land.

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

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

- e. whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

The land is not in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

- f. whether the land is in a conservation area, however described,

The land is not located in a conservation area.

g. whether an item of environmental heritage, however described, is located on the land

The land does not contain an item of environmental heritage.

3. CONTRIBUTIONS PLANS

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

CONTRIBUTIONS PLANS

Wollondilly Development Contributions Plan 2020 applies to the land.

DRAFT CONTRIBUTIONS PLANS

There are currently no Draft Contributions Plans that apply to the land.

- (2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

The land is not located in a Special Contributions Area.

4. COMPLYING DEVELOPMENT

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)-(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that-
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

THE HOUSING CODE

Complying development under the Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. Wollondilly Local Environmental Plan 2011 identifies this land as being wholly within an odour buffer area.

THE RURAL HOUSING CODE

Complying development under the Rural Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. Wollondilly Local Environmental Plan 2011 identifies this land as being wholly within an odour buffer area.

THE GREENFIELD HOUSING CODE

Complying development under the Greenfield Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. Wollondilly Local Environmental Plan 2011 identifies this land as being wholly within an odour buffer area.

THE LOW RISE HOUSING DIVERSITY CODE

Complying development under the Low Rise Housing Diversity Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. Wollondilly Local Environmental Plan 2011 identifies this land as being wholly within an odour buffer area.

THE HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land under the Housing Alterations Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land under the General Development Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development MAY be carried out on the land under the Industrial and Business Alterations Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE INDUSTRIAL AND BUSINESS BUILDINGS CODE

Complying development under the Industrial and Business Buildings Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. Wollondilly Local Environmental Plan 2011 identifies this land as being wholly within an odour buffer area.

THE CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land under the Container Recycling Facilities Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE SUBDIVISIONS CODE

Complying development MAY be carried out on the land under the Subdivisions Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE DEMOLITION CODE

Complying development MAY be carried out on the land under the Demolition Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE FIRE SAFETY CODE

Complying development MAY be carried out on the land under the Fire Safety Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development under the Agritourism And Farm Stay Accommodation Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. Wollondilly Local Environmental Plan 2011 identifies this land as being wholly within an odour buffer area.

5. EXEMPT DEVELOPMENT

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

Exempt development MAY be carried out on the land under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

- (1) Whether the council is aware that-
 - (a) An affected building notice is in force in relation to the land, or

Council is NOT aware of any affected building notice in respect of the land.

- (b) A building product rectification order is in force in relation to the land that has not been fully complied with, or

Council is NOT aware of any building product rectification order as detailed above.

- (c) A notice of intention to make a building product rectification order given in relation to the land is outstanding.

Council is NOT aware of any notice of intention as detailed above.

- (2) In this section-

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

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

7. LAND RESERVED FOR ACQUISITION

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

There are no Environmental Planning Instruments referred to in Clause 1 that make provision for the acquisition of the land by a public authority as referred to under section 3.15 of the Act.

There are no proposed Environmental Planning Instruments referred to in Clause 1 that make provision for the acquisition of land by a public authority as referred to under section 3.15 of the Act.

8. ROAD WIDENING AND ROAD REALIGNMENT

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

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

No

9. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.
- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.
- (3) In this section-

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

No Flood Study has been undertaken in accordance with the requirements of the NSW Floodplain Development Manual for this land. It is therefore unknown whether any flood related development controls would apply to the land. Any person acting on this Certificate should make their own enquiries on this matter.

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

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

adopted policy means a policy adopted-

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

Yes. The Contaminated Land Policy adopted by Wollondilly Shire Council applies and provides a framework to manage land contamination through the land use planning process.

11. BUSH FIRE PRONE LAND

- (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.
- (2) If none of the land is bush fire prone land, a statement to that effect.

The land is not bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under Section 10.3 of the Act.

12. LOOSE-FILL ASBESTOS INSULATION

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

Council has not been notified by NSW Fair Trading of any residential premises on this land being identified in the Loose-Fill Asbestos Insulation Register.

13. MINE SUBSIDENCE

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

The land IS WITHIN a declared Mine Subsidence District of Bargo under section 20 of the Coal Mine Subsidence Compensation Act 2017. Certain development in a Mine Subsidence District requires approval from Subsidence Advisory NSW – further information can be obtained from Subsidence Advisory NSW. Subsidence Advisory NSW provides compensation to property owners for mine subsidence damage. To be eligible for compensation, development must be constructed in accordance with Subsidence Advisory NSW approval. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence.

14. PAPER SUBDIVISION INFORMATION

- (1) The name of a development plan adopted by a relevant authority that-
 - (a) applies to the land, or
 - (b) is proposed to be subject to a ballot.
- (2) The date of a subdivision order that applies to the land.

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

None.

15. PROPERTY VEGETATION PLANS

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

Council has not been notified of any such plan that affects this land.

16. BIODIVERSITY STEWARDSHIP SITES

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

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

Council has not been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

17. BIODIVERSITY CERTIFIED LAND

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

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

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

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

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

No

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

(1) If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.

(2) In this section-

Existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.

Note- Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

This clause is not applicable to the Wollondilly Local Government Area.

20. WESTERN SYDNEY AEROTROPOLIS

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

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

No. The land IS NOT identified as being within an ANEF or ANEC contour of 20 or greater.

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

No. The land IS NOT identified on the Lighting Intensity and Wind Shear Map.

- (c) Shown on the Obstacle Limitation Surface Map, or

No. The land IS NOT identified on the Obstacle Limitation Surface Map.

- (d) In the 'public safety area' on the Public Safety Area Map, or

No. The land IS NOT identified as being within the "public safety area" on the Public Safety Map.

- (e) In the '3 kilometre wildlife buffer zone' or the '13 kilometre wildlife buffer zone' on the Wildlife Buffer Zone Map.

No. The land IS NOT identified as being within a wildlife buffer zone on the Wildlife Buffer Zone Map.

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

There are currently no conditions of consent relating to a development application for seniors housing that apply to the land.

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

- (1) Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate-
 - (a) The period for which the certificate is current, and
 - (b) That a copy may be obtained from the Department.
- (2) If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).
- (3) Any conditions of development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).
- (4) In this section-

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

There is not a current site compatibility certificate (affordable rental housing) as described that applies to this land.

There are currently no conditions of consent relating to a development application for affordable rental housing that apply to the land.

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

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

No.

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

No.

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

No.

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

No.

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

No.

In respect of matters beyond the control and/or responsibility of Council, information provided is provided only to the extent that Council has been so notified by the relevant Authorities or Departments, which have responsibility for the administration of the particular status referred to. Note that instruments applying to this land purporting to restrict or prohibit certain development may be inconsistent.

This certificate was generated automatically under the delegated authority of the Manager Sustainable Growth

WOLLONDILLY SHIRE COUNCIL

The information contained in this certificate can be discussed with Council's Duty Planner by appointment, Monday to Friday between the hours of 8:30am and 3:00pm, by telephoning (02) 4677 1100 or by making a booking via the online Duty Planner booking system - <https://dutyroster.wollondilly.nsw.gov.au/>. Please note that appointments are limited to 15 minutes.

Notice to Purchasers of Rural Land

Wollondilly Shire Council supports the rights of persons in rural areas of the Shire to undertake and pursue agricultural production activities that are consistent with land capability and use reasonable and practical measures to avoid environmental harm and minimise impact to adjoining land users.

Intending purchasers are advised that agricultural production can include the following activities that may have implications for occupiers and prospective purchasers of rural land:

Use of agricultural machinery (tractors, chainsaws, motorbikes)

Use of bird-scare devices

Intensive livestock production (cattle feedlots, poultry farms, piggeries, restricted dairies)

Operation of rural industries (packing sheds, abattoirs, stock and sale yards, sawmills)

Vegetation clearing

Grazing of livestock

Crop and fodder production

Soil cultivation

Crop harvesting

Use of firearms

Bushfire hazard reduction burning

Construction of firebreaks

Earthworks (construction of dams, drains, contour banks, access roads and tracks)

Fencing

Pumping and irrigation

Use of pesticides and herbicides

Spreading of manure, compost and treated effluent

Fertiliser usage

Slashing and mowing of grass

Production of silage

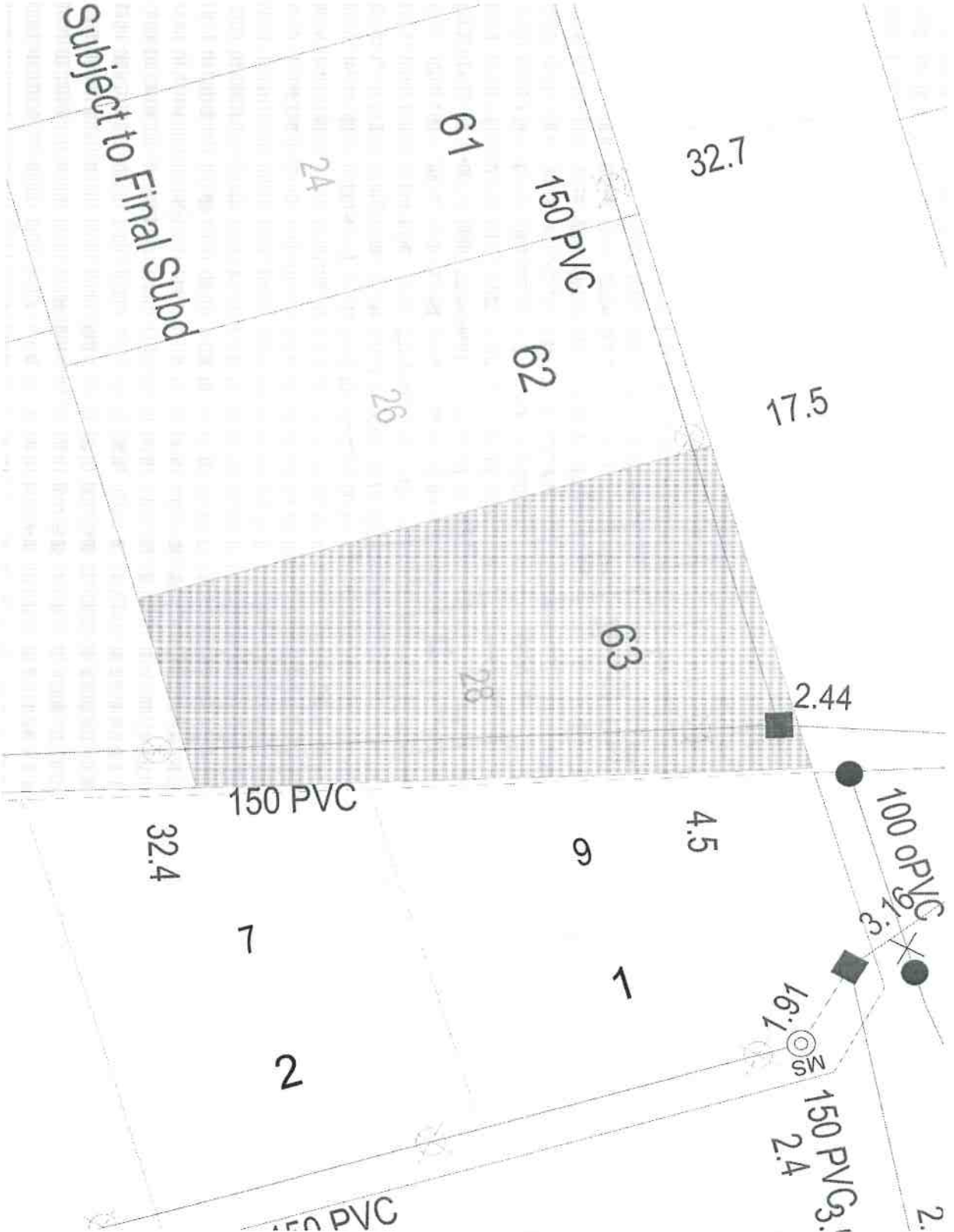
Re-vegetation activities (planting trees and shrubs)

Agroforestry

Livestock droving on roads

This is not an exhaustive list and intending purchasers of rural land should assess surrounding agricultural land uses and the impact these activities may have when being pursued in close proximity their proposed purchase. If you think these types of activities will affect your ability to live in a rural locality then intending purchasers are advised to reconsider their purchase and seek independent advice. This notice is not intended to affect the rights of individuals to take action under the common law or legislation and is provided for information purposes only.

Service Location Print
Application Number: 1692553



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Disclaimer

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