

Disclosure Statement – Off the Plan Contracts

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

VENDOR	STEVEN ZHENG FIRST PTY LTD ACN 616 745 870
PROPERTY	Lot 301, 33 RICKARD RD LEPPINGTON NSW 2179

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

DETAILS			
Completion	21 days after the notification date	Refer to clause(s)	clause 31
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Refer to clause(s): 39
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details including relevant clause(s) of contract:	Clause 69
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA2024/631/1
Has a principal certifying authority been appointed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Provide details:	n/a
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	n/a

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

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor		
vendor's solicitor		phone: email: ref:
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	33 RICKARD RD LEPPINGTON NSW 2179 LOT 127 DEPOSITED PLAN 1249563 Folio Identifier 127/1249563	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> tiled 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		PURCHASER	
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>		<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>	
VENDOR (COMPANY)		PURCHASER (COMPANY)	
<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p>		<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p>	

Choices

Vendor agrees to accept a **deposit-bond** NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

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:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input 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 checked="" 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 type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<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 Other <input type="checkbox"/> 60
Home Building Act 1989	
<input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	
Swimming Pools Act 1992	
<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	

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 by passport, 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 66Z.
- 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 –
- adjustment date* the earlier of the giving of possession to the purchaser or completion;
 - adjustment figures* details of the adjustments to be made to the price under clause 14;
 - authorised Subscriber* a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
 - bank* the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
 - business day* any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
 - cheque* a cheque that is not postdated or stale;
 - clearance certificate* a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act*, that covers one or more days falling within the period from and including the contract date to completion;
 - completion time* the time of day at which completion is to occur;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - deposit-bond* a deposit bond or guarantee with each of the following approved by the vendor –
 - the issuer;
 - the expiry date (if any); and
 - the amount;
 - depositholder* vendor's agent (or if no vendor's agent named in this contract, the vendor's *solicitor*, or if no vendor's *solicitor* named in this contract, the buyer's agent);
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - document of title* document relevant to the title or the passing of title;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in *Electronic Workspace*;
 - electronic transaction* a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
 - FRCGW percentage* the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2018);
 - FRCGW remittance* a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
 - GST Act* A New Tax System (Goods and Services Tax) Act 1999;
 - GST rate* the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
 - GSTRW payment* a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
 - GSTRW rate* the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
 - incoming mortgagee* any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price;
 - legislation* an Act or a by-law, ordinance, regulation or rule made under an Act;
 - manual transaction* a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
 - normally* subject to any other provision of this contract;
 - participation rules* the participation rules as determined by the *ECNL*;
 - party* each of the vendor and the purchaser;
 - property* the land, the improvements, all fixtures and the inclusions, but not the exclusions;
 - planning agreement* a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property*;
 - populate* to complete data fields in the *Electronic Workspace*;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 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 the holder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 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 *participating 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 *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within a reasonable time*.

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if –
- 7.1.1 the total amount claimed exceeds 10% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense in that term or the *property* being affected by an easement for support or 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 reservation or the substance of either of which is disclosed in this contract or any non-compliance with an easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises 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;
 - 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.

• Purchaser

- 16.5 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 rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* – exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, and in attempting to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or *rescinding* or *terminating* 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 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 the contract.

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, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 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 the 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 of 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 by 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* 14 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 readable 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 fee 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 documents to be lodged with the plan validly required or made under *legislation*.
 28.3 If the plan is not registered *within* that time or 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;
 - 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 amount 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 –
 - 30.10.1 the amount is to be the same 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 purchaser 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.

33 RICKARD RICHARDS & BERRINGTON NSW 2179

Draft

SECTION 66W CERTIFICATE

I, _____ Solicitor, certify as follows:

- (a) I am a solicitor of the Supreme Court of New South Wales;
- (b) I am giving this certificate in accordance with s66W of the *Conveyancing Act* 1919 with reference to a contract for the sale of property described

As

From _____ as the Vendor/s

To _____ as the Purchaser/s

In order that there is no cooling off period in relation to that contract;

- (c) I do not act for the Vendor/s and am not employed in the legal practice of a solicitor acting for the Vendor/s, nor am I a member or employee of a firm of which a solicitor acting for the Vendor/s is a member or employee;
- (d) I have explained to the Purchaser/s _____ :
 - (i) the effect of the contract for the purchase of that property
 - (ii) the nature of this certificate
 - (iii) the effect of giving this certificate to the Vendor/s that is that there is no cooling off period in relation to the contract

Dated: / / 20

.....
Solicitor

SPECIAL CONDITIONS TO CONTRACT FOR SALE OF LAND BETWEEN

(VENDOR)
AND
(PURCHASER)

SPECIAL CONDITIONS

Definitions and Interpretation

31. The following words have these meanings in this contract unless the contrary intention appears.

“Approvals”	The Development Consent plus any approval required from any Authority to enable completion of the Work and the registration of the Plan.
“Authority”	Any Federal, State or Local Government, Governmental or Semi-governmental, Statutory, Judicial, Administrative or public person, Instrumentality, Department, Commission or Body established under a statute charged with the administration of a Law.
“Completion Date”	The day Twenty One (21) days after the Notification Date or thirty (30) days from the date of this Contract whichever is later
“Consent Date”	Development Application was consented with the Camden Council.
“Council”	Camden City Council
“Development Consent”	The Vendor was granted the Development Application consent with the Liverpool Council.

<p>“Easement Matters”</p>	<p>Such easements, profits a prendre, restrictions on the use of the land or positive covenants not referred to in, or contemplated by the Plan Registration Documents and which the vendor may be required to create, dedicate, release, vary or modify by an Authority or which the vendor may consider to be necessary or desirable to create, dedicate, release, vary or modify as part of the subdivision or development of the Land and includes any requirement to dedicate any part of the Land (but not being part of the lot the subject of this contract) to an Authority.</p>
<p>“GST”</p>	<p>Goods and Services Tax payable under the GST Act</p>
<p>“Land”</p>	<p>The land in Certificate of Title Folio Identifier 127/124 563</p>
<p>“LPI”</p>	<p>New South Wales Land Registry Service</p>
<p>“Notification date”</p>	<p>The date upon which the vendor serves on the purchaser notice in writing that the Plan has been registered</p>
<p>“Plan”</p>	<p>The unregistered plan of subdivision of the Land a copy of which is annexed to this contract.</p>
<p>“Plan Registration Documents”</p>	<p>Collectively all, or any one or more of the Plan, the Section 88B Instrument or any document required to create the Easement Matters.</p>
<p>“Property”</p>	<p>The lot in the Plan sold to the Purchaser under this Contract.</p>
<p>“Registration”</p>	<p>Registration of the Plan and the Section 88B Instrument by the LRS and “register” and “registered” shall have corresponding meanings.</p>
<p>“Registration Date”</p>	<p>The date on which the Plan is registered at LRS.</p>

Sunset Date	31 December 2026
“Section 88B Instrument”	The Instrument setting out the terms of the easements, positive covenants, negative covenants and restriction or restrictions on the use of land intended to be created pursuant to section 88B of the <i>Conveyancing Act 1919</i> (NSW) on Registration of the Plan substantially in accordance with the document annexed to this contract.
“Works”	Any works that the vendor is required to undertake to the Land to meet the conditions of the Approvals

Amendment of Printed Conditions, warranties and acknowledgements

31. The printed conditions of this contract are amended as follows:

- a. Sub-clause 2.8 is deleted.
- b. Subclause 2.9 is deleted.
- c. Sub-clause 4.1 is replaced with “The purchaser must serve the form of the transfer within 5 business days after the day on which the vendors serves the Registration notice .
- d. Delete Clause 6 and its subclauses.
- e. Delete sub-clauses 7.2.2 and 7.2.5.
- f. Sub-clause 7.1.3 Delete “14 days” and substitute “7 days”.
- g. Sub-clause 7.2.1 Delete “10%” and substitute “1%”.
- h. Sub-clause 10.1, line 1 is substituted with:

“The Purchaser cannot make a claim, objection or requisition, delay completion or rescind or terminate in respect of-“
- i. Sub-clauses 10.1.8 and 10.1.9 are amended by replacing “substance” with “existence.”
- j. The words “from any statutory authority” are inserted after the words “work order” in the first line of subclause 11.1.
- k. The word “reasonable” is inserted after the words “pay the” in the second line of subclause 11.2.

- l. The words “plus another 20% of that fee” are deleted from subclause 16.5.
- m. Subclause 16.8 is deleted.
- n. Sub-clause 20.6.5 is substituted with:

“served if it is sent by fax to the party’s solicitor, unless it is not received (a notice is taken to have been received at the time shown in the transmission report that the whole fax was sent)”
- o. Sub-clause 23.9 is deleted.
- p. Sub-clause 28 is deleted.
- q. Sub-clause 29 is deleted.

Conditional Contract

- 32. Completion of this contract is conditional on:
 - a. Council granting the Development Consent, and
 - b. Registration of the Plan by the LRS.

The Development Consent

- 33. The Vendor was granted the Development Application consent with the Liverpool Council.

Registration of the Plan

- 34. The vendor must do everything reasonable to have the Plan registered by the Sunset 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.
- 35. The vendor shall comply with all conditions of the Approvals. The purchasers shall not make any objection or requisition or claim in respect of any Works carried out by or on behalf of the vendors.
- 36. Within seven (7) days of registration of the Plan at the office of LRS the vendor will notify the purchaser of the Registration Date.

Completion

37. The parties will complete this Contract on the Completion Date.
38. Subject to clause 42 in the event that the Plan is not registered by the Sunset Date then either party may, (but prior to registration of the Plan) rescind this Contract by notice in writing to the other party whereupon the provisions of Clause 19 hereof shall apply.
39. Notwithstanding the provisions of clauses 34 to 38 the vendor may (but is not obliged) by notice in writing to the purchaser given prior to the Sunset Date, extend the Sunset Date by the number of days the vendors (or anyone retained by the vendor) has been delayed in completing the Works, obtaining the Approvals and registering the Plan at LRS. The vendor may extend the Sunset Date on a number of occasions but may not however extend the Sunset Date by more than six (6) months in total from the first Sunset Date.

Variations

40. All measurements, lot numbers and positions of lots shown on the Plan are provisional only and are subject to the measurements, lot numbers and positions of lots to be shown on the Plan as approved by the Authorities including the Council and/or LRS.
41. The vendor reserves the right to make alterations, additions or variations to the Plan as the vendor may consider necessary from time to time (Variations).
42. The Purchaser will not make any objection, requisition or claim in respect of any Variations or any discrepancy between the form of the Plan Registration Documents as annexed to this Contract and the Plan Registration Documents as registered, subject to clauses 43-46.
43. If any Variation or discrepancy is one which materially and adversely affects the Property to an extent which is other than minor, then the Purchaser within seven (7) days of such Variation or discrepancy being notified to the Purchaser in writing (the time is of the essence in this regard) rescind this Contract by notice in writing to the Vendor whereupon the provisions of clause 19 of this contract shall apply.
44. In the event that the Purchaser does not rescind this Contract within the time and in the manner provided in clause 46 of this Contract, Then the Purchaser shall be deemed to have waived such right to rescind and shall be deemed to have accepted the Variation or discrepancies and the Purchaser shall proceed to complete this Contract in accordance with the provisions of this Contract.
45. For the purposes of clauses 40 -44 any Variation or discrepancy of less than five per cent (5%) in any dimensions or area of the Property as shown on the Plan shall be deemed to be a Variation which is minor or a Variation or discrepancy which does not materially and adversely affect the Property.
46. The obligation to prove that any Variation or discrepancy materially and adversely affects the Property rests with the Purchaser.

Plan Registration Documents

47. Without limiting the rights of the vendor contained in this Contract including the rights of the vendor under clause 44 the vendor may replace the Plan Registration Documents or any of them or make such changes to the Plan Registration Documents or any of them (Changes) as the vendor may from time to time require.
48. The purchaser acknowledges that Changes may include:
 - a. creating Easement Matters;
 - b. creating dedications, agreements, arrangements, rights and privileges;
 - c. changing the location of that part of the Land to be benefited or burdened by any Easement Matters, dedications, agreements, arrangements, rights and privileges; and/or,
 - d. including additional land in the Plan.

Draft Plans for Services

49. A copy of the draft plan for sewerage and drainage services to the Property and the Land (annexed to this contract) – such services to be provided and installed prior to the Registration Date – however the plan may be subject to changes in order to satisfy any requirements of the relevant Authorities in which event the purchaser is not entitled to rescind this contract in circumstances whereby the matter which is being objected to by the purchaser is a requirement of the relevant Authorities.

Title Particulars

50. The purchaser acknowledges that the particulars of title as advised to the purchaser on notification of registration of the Plan will be sufficient to enable the purchaser to prepare the transfer.

Purchaser's Acknowledgements

51. The purchaser cannot make a claim, objection or requisition or rescind or terminate in respect of:
 - a. The presence of any environmental hazard or contamination on, within, from and to the property;
 - b. The location of presence of any drainage pipe or watercourse or any service to all through or on the property including electricity and telephone.
 - c. The fact that the Property will have underground power, water, sewer, , and telephone services reticulated either within or adjacent to the boundary of the property and that these are the only services that will be provided or available.

Caveat

52. The purchaser shall not lodge, prior to completion, any caveat or other instrument with respect to the title to the Land or the Property, or any land relating to this Contract (**Affecting Dealing**) at LRS to protect the purchaser's interests pursuant to this Contract or otherwise.
53. If the purchaser lodges an Affecting Dealing, then the purchaser hereby irrevocably appoints the Vendor or the Vendor's nominated party as its attorney for the purposes of the Lodging with the Office of LRS any document or instrument necessary to remove any Affecting Dealing on the title to the Land or the Property and any costs incurred by virtue of the Vendor exercising or having exercised on its behalf the right conferred upon the Vendor pursuant to this clause shall be borne by the Purchaser with such costs to be paid to the Vendor on the completion date.

Affectations

54. For the purposes of clauses 57-62 of this Contract "Affectations" means any covenant, easement, restriction or other encumbrance on the title either referred to in this contract or any attachment to the contract or as shown or referred to in the title deed or title deeds attached to the contract.
55. The purchaser acknowledges that the purchaser has made all enquiries to be fully satisfied with respect to all Affectations and in particular with regards to the legal effect, nature and sustainability of the Affectations.
56. The purchaser acknowledges that the vendor does not guarantee that the Affectations are enforceable or will be upheld by a court or any regulatory authority.
57. The purchaser acknowledges that the vendors does not give any guarantee that the Affectations will be sustained by or not overridden by any current or future laws or decisions of any court or tribunal.
58. The purchaser acknowledges that the vendor does not have any obligation to take any action or do any act, matter or thing to seek to enforce or give effect to the terms of any Affectation.
59. The purchaser shall not have any claim against the vendor nor be entitled to take any objection nor make any requisition or claim nor seek to delay completion nor to report the vendor or to any regulatory authority of virtue of any act, matter or thing relating to any Affectation or as referred to in or covered by the provisions of this clause.
60. The provisions of this clause shall not merge on completion but will inure for the vendor's benefit.

Council rates and water rates and Land Tax

61. For the purpose of clause 14, adjustments of council rates and water rates and land tax ("Rates") will be made in the following manner:

- a. if, on completion, separate assessments for one or more of the Rates in respect of the Property have not been issued, the adjustments will take place on the basis of the following:

Council Rate: \$2000,00 per annum;

Water Rate: \$250.00 per quarter; and

Land Tax: \$3500.00 per annum;

in relation to the Property on a pro rata basis in conjunction with the Land. No regard will be had for actual assessments in relation to the Property issued after completion.

- b. If separate assessments for one or more of the Rates have issued by the Completion Date then the amount of that Rate as so assessed will form the basis of the adjustment pursuant to clause 14.
- c. The vendor must, on or before completion pay any then current assessment of the Rates Issued on or before Completion of Any Land Which Includes the Property either in full, or to the extent necessary to free the Property from any charge for payment of the Rates.
- d. No further adjustment of the Rates would be made after completion of this Contract.

Condition of the Property

62. The purchaser acknowledges that the Property the subject of this contract is vacant land and is purchased with all faults whether patent or latent.
63. Subject to the provisions of section 52A of the *Conveyancing Act 1919* as amended, the purchaser represents and warrants that in entering into this Contract, he has not relied on
- a. any representation, statement, promise or warranty, whether oral or in writing, by the Vendor or anyone on the vendor's behalf, except as provided for in this Contract, in respect of or in connection with:
 - i. the fitness or suitability of the Property and any improvements for any use other than the use permitted by the Camden City Council;
 - ii. any financial return or income to be derived from the Property;
 - iii. the View from the Property;
 - iv. any other matter of whatsoever nature in connection with the Property.

Representations, warranties and acknowledgements

64. The Purchaser represents and warrants to the Vendor that:

- a. the purchaser was not induced to enter into this contract by and did not rely on any representations or warranties by the vendor, the vendor's agent or persons on behalf of the vendor about the subject matter of this contract (including representations or warranties about the nature or the fitness or suitability for any purpose of the property or about any financial return or income to be derived from the property) except those representations and warranties set out in this contract.
- b. the provisions of this Contract constitute the full and complete understanding between the vendor and the purchaser and that there is no other understanding, agreement, warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions of this Contract or binding on the parties hereto with respect to any of the matters to which this Contract relates.
- c. the purchaser has not been introduced to the property by any estate agent or agency (other than the agent or agency (if any) nominated on page 1 of this Contract), and hereby agrees to indemnify the Vendor against any claim by any estate agent or agency due to the Purchaser's breach or alleged breach of this warranty to the intent that all; damages, costs and expenses on a solicitor and client basis which may be incurred by the Vendor in respect of any such claim or alleged claim shall be paid by the Purchaser to the Vendor. the purchaser has obtained appropriate independent advice on and is satisfied about:
 - i. the purchaser's obligations and rights under this contract;
 - ii. the nature of the property and the purpose for which the property may be lawfully used.

This clause and the representations and warranties therein shall not merge on completion of this contract.

Rescission and Termination on Certain Events

65. If the purchaser to this Contract is a corporation and before completion:
- a. it enters into a scheme or it makes any arrangement for the benefit of creditors;
 - b. an order is made to wind up the Purchaser;
 - c. a liquidator or official manager is appointed in respect of the Purchaser;
 - d. a mortgagee enters into possession of all or a substantial part of the assets of the purchaser;
 - e. it is deemed by any relevant legislation to be unable to pay its debts; or
 - f. a receiver, receiver and manager or agent of a mortgagee is appointed to all or a substantial part of the assets of the purchaser,

then the purchaser shall be deemed to be in breach of an essential term of this Contract and the vendor may terminate this Contract.

66. If the purchaser is an individual and before completion:

- a. it is declared bankrupt;
- b. he or she enters into a scheme or makes any assignment for the benefit of creditors;
- c. a mortgagee enters into possession of all or a substantial part of the assets of the defaulting party;
- d. is deemed by any relevant legislation to be unable to pay his or her debts; or,
- e. a receiver, and manager or agent of a mortgagee is appointed to all or a substantial part of the assets of the defaulting party,

then the purchaser shall be deemed to be in breach of an essential term of this Contract and the vendor may terminate this Contract.

67. If the purchaser is an individual who before completion:

- a. dies; or
- b. becomes mentally ill,

then the vendor may rescind the Contract and the provisions of Clause 19 shall apply.

Service of documents

68. Service of any notice or document under or relating to this Contract may be effected and shall be sufficient service on a party and that party's solicitor if:

- i. Addressed to that party or to that party's solicitor at the respective addresses set out in this Contract and posted by ordinary pre-paid post and such notice or document shall be deemed to have been received by that party or that party's solicitor on the second business day following the date of posting.
- ii. The notice or document is sent by telex or facsimile transmission and in any such case shall be deemed to be duly given or made when:
 1. in the case of facsimile transmission, the transmission has been completed; except where
 2. the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the

sender of an incomplete transmission in which case the telex or facsimile transmission shall be deemed not to have been given or made

3. the time of dispatch is not before 17:00 (local time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next such day in that place.

Late Completion

69. If the Purchaser completes this Contract but does not do so on or before the Completion Date, then on completion the purchaser must pay to the vendor interest on the Price from but excluding the Completion Date to and including the date of actual completion at the rate of 12% per annum calculated daily.
70. Payment of interest in accordance with this clause is an essential term of this Contract.
71. The Purchaser need not pay interest under this clause for the period that the purchaser's failure to complete is caused solely by the inability of the vendor to complete or, if the vendor was able to complete but failed to do so by the vendor's failure to complete.

Notice to complete

72. If completion does not occur on or before 3.00 p.m. on the Completion Date as a result of the breach or default of a party hereto (**Defaulting Party**) then the other (Innocent party) may:
 - a. at any time serve on the Defaulting Party a notice requiring completion of this Contract on a specified date being not less than 14 days (Notice Period) after the date of service of the Notice; and,
 - b. make time of the essence for compliance with the notice.
73. The parties agree that the Notice Period is a reasonable and sufficient period to make time of the essence for compliance with the notice.
74. Any notice making time of the essence may specify any time of the day between 10.00 AM and 3.30 p.m. as the time for performance of any obligation under this Contract in which event performance by that specified time is of the essence. The innocent party shall be at liberty at any time to withdraw the notice without prejudice to its continuing right to serve further notice under this clause on the defaulting party.
75. The vendor is not obliged to remove any charge on the Property for any rate, tax or outgoing or any other encumbrance until the time when completion of this Contract is effected and may serve a Notice to Complete on the

purchaser notwithstanding that there is such a charge, rate or outgoing on the Property at the time the notice to complete issues.

76. If the Vendor issues a notice to complete, the Purchaser must pay on demand an amount of \$300 (plus GST) for legal costs incurred by the vendor in issuing the Notice to Complete. The purchaser must pay these costs to the vendor's solicitor by a separate settlement check at completion. It is an essential term of this Contract that these costs are paid on completion.

FIRB

77. In the event that the purchaser breaches the promises contained in clauses 22.1 and 22.2 the Purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof. This warranty an indemnity shall not merge on completion.

Deposit

78. The parties authorise and direct the Vendor, as sole holder pending completion of this Contract 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 to pay the interest of the parties equally on completion of this Contract after deduction of all proper government taxes and financial institution charges and other charges.
79. If, for any reason the sale contemplated by this Contract does not proceed to completion, for any reason whatsoever then the interest credited to such account shall be and remain the property of the party who shall be legally entitled to receive the deposit.
80. The party entitled to the deposit on completion, termination or rescission of this Contract (whichever occurs) there is the risk of loss of the deposit and of the interest.
81. The parties shall give directions and do such things (including providing their tax file numbers) as may be necessary to give effect to the provisions in relation to the investment of the Deposit.

GST – Price includes GST

82. Words or expressions used in this clause which are defined in the GST Act have the same meaning in this clause. For the purposes of this agreement all amounts payable or other consideration to be provided for a supply under this agreement are inclusive of GST and the amount or consideration will not be increased for any GST payable on that supply. The vendor elects to use the Margin Scheme. A Tax Invoice will not be handed over at Completion of this Contract.

Credit Code

83. The purchaser acknowledges that the vendor has entered into this Contract on the purchases warranty that:
- a. the purchaser does not require credit in order to pay for the Property; or
 - b. if the Purchaser requires credit in order to pay for the Property, the purchaser has obtained such credit on reasonable terms prior to the date of this contract.

Lot Maintenance

84. The purchaser must not deposit any rubbish or debris or permit any rubbish or debris to be placed on the Property from the completion date until the commencement of building works on the Property (Maintenance Period). During the Maintenance Period the Vendor, its agents, employees and contractors may, but are not obliged) to enter upon the Property without notice to the Purchaser to:
- a. remove any rubbish or debris,
 - b. cut, remove, poison or spray any noxious weeds or other undergrowth on the Property, and,
 - c. mow or slash any grass that may have grown on the Property.
85. The purchaser must pay the vendor on demand the reasonable cost incurred by the vendor in maintaining the Property in a clean and tidy condition during the Maintenance Period. This clause and the preceding clause do not merge on completion.

Confidentiality

86. The purchaser acknowledges that the terms and conditions of this contract are confidential and must not be disclosed to any party except in accordance with this clause. The purchaser may only disclose the terms and conditions of this Contract to facilitate the completion of the Contract, or to establish or enforce any rights under or perform any obligations in accordance with the provisions of this Contract. Disclosure may be made to the purchaser's legal adviser, financial adviser and mortgagee (if any) or in circumstances where such disclosure is required by law. This clause will not merge on completion.

Requisitions

90. The purchaser can only make requisition on title under the contract if it furnishes to the vendor or its solicitor the standard Form 825 requisitions (2005 Edition).

Selling and Leasing Activities

91. The purchaser acknowledges that both before and after Completion of this Contract the vendor and persons authorised by the vendor may:
- a. conduct selling and leasing activities in the area of the land in the Plan,
 - b. provide access for the purposes of valuations for prospective purchasers,

- c. show prospective purchasers and their builders and consultants over the Property as the vendor deems fit,
- d. place and maintain in, on and about the area of the land in the Plan (but not on the Property) (subject to clause 91) signs in connection with those selling and leasing activities.

This clause does not merge on completion of this Contract and shall continue in full force and effect until the vendor has completed the sale and/or leasing of all lots which are in the Plan and which are owned by the vendor at any time.

92. The purchaser acknowledges that before Completion the vendor and persons authorised by the vendor may place and maintain in, on or about the Property signs in connection with any selling or leasing activities of the vendor or an office or other facility (or both) for sales persons, letting agents and managing agents, as the vendor at its absolute discretion deems fit.

Guarantee

93. In consideration of the vendor at the request and direction of.....
 ("Guarantors") agreeing to enter into these arrangements with the purchaser, the Guarantors hereby jointly and severally guarantee to the vendor the due and punctual payment to the vendor of all moneys due hereunder and the punctual performance and observance by the purchaser of the provisions contained in or implied under this Contract on the part of the purchaser to be respectively paid, observed and performed and the Guarantors jointly and severally and irrevocably covenant and agree with the vendor to be liable for and to indemnify and keep indemnified the vendor from and against all actions, suits, claims, demands and losses which the vendor may incur or be liable for as a result of any default, act or omission on the part of the purchaser under and pursuant to the provisions of this Contract. The Guarantors must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause. This clause shall not merge on completion of this Contract.

94. The Guarantors' obligations under the preceding clause are not released, discharged or otherwise affected by:
- a. the grant of any time, waiver, covenant not to sue or other indulgence;
 - b. The release (including without limitation a release as part of a novation) or discharge of any person;
 - c. An arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor or any other person;
 - d. An extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise in whole or in part of any document or agreement;
 - e. Any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;

- f. Payment to the vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - g. The winding up of the purchaser.
95. The Guarantors guarantee to the vendor the payment of all money by the purchaser on the date specified in this Contract and the Guarantors must pay that money to the vendor on the due dates if required by the vendor irrespective of whether the Contract has been completed or title has been transferred to the purchaser provided that upon payment the vendor will transfer the property to the purchaser in accordance with this Contract.

Interpretation

96. In this Contract if there is any inconsistency between these additional clauses and the clauses to the printed clauses of this Contract (2016 Edition) or any annexure hereto, these additional clauses will prevail.

.....
Guarantor

.....
Guarantor

Draft



FOLIO: 127/1249563

SEARCH DATE	TIME	EDITION NO	DATE
14/6/2025	2:51 PM	3	14/4/2022

LAND

LOT 127 IN DEPOSITED PLAN 1249563
AT LEPPINGTON
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF COOK COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1249563

FIRST SCHEDULE

STEVEN ZHENG FIRST PTY LTD

SECOND SCHEDULE (14 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE INSTRUMENT(S)
- 2 B129262 COVENANT
- 3 DP1249563 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1249563 RIGHT OF ACCESS VARIABLE WIDTH AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1249563 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1249563 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (7) IN THE S.88B INSTRUMENT AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1249563 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1249563 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (9) IN THE S.88B INSTRUMENT
- 9 DP1249563 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (10) IN THE S.88B INSTRUMENT
- 10 DP1249563 RIGHT OF ACCESS 2.6 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1249563 POSITIVE COVENANT REFERRED TO AND NUMBERED (17) IN
THE S.88B INSTRUMENT
- 12 DP1249563 POSITIVE COVENANT REFERRED TO AND NUMBERED (18) IN
THE S.88B INSTRUMENT
- 13 DP1249563 POSITIVE COVENANT REFERRED TO AND NUMBERED (19) IN
THE S.88B INSTRUMENT
- 14 AS50913 MORTGAGE TO PERPETUAL CORPORATE TRUST LIMITED

END OF PAGE 1 - CONTINUED OVER

FOLIO: 127/1249563

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: PP DP1249564 PP DP1314824 PP DP1314825.

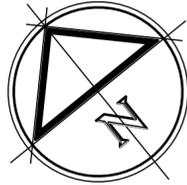
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SS-SLV25-0318 Yutao...

PRINTED ON 14/6/2025

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

 24/02/2025

DEVELOPMENT APPLICATION

 DA 2024/631/1

ROAD UNDER CONSTRUCTION



NOTE:

- THIS PLAN IS NOT A PLAN OF SURVEY AND NO BOUNDARIES HAVE BEEN SURVEYED OR MARKED.
- THE RELATIONSHIP OF IMPROVEMENTS TO BOUNDARIES ARE DIAGRAMMATIC ONLY AND SHOULD BE CONFIRMED BY FURTHER SURVEY.
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(A) - EASEMENT FOR MAINTENANCE 0.9m WIDE
 (B1) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1249563)
 (C1) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP 1249563)
 (D1) RIGHT OF ACCESS VARIABLE WIDTH (DP 1249563)
 (E1) RESTRICTION ON THE USE OF LAND (STORMWATER MANAGEMENT) (DP 1249563)
 (F1) POSITIVE COVENANT (STORMWATER MANAGEMENT) (DP 1249563)
 (G1) RESTRICTION ON THE USE OF LAND (DEVELOPMENT OVER BASIN) (DP 1249563)
 (K1) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP 1249563)
 (L1) RESTRICTION ON THE USE OF LAND (DP 1249563)
 (M1) RESTRICTION ON THE USE OF LAND (DP 1249563)
 (N1) RIGHT OF ACCESS 2.6 WIDE (DP 1249563)

PLAN REV.	DESCRIPTION	DATE
01	AMENDED TO COUNCIL REQUIREMENTS	21/01/2025
00	ORIGINAL ISSUE	14/11/2024

SITE
 LOT 127
 DP 1249563
 33 RICKARD ROAD, LEPPINGTON
 L.G.A. CAMDEN

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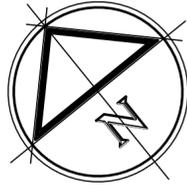
PHONE (02) 9831 2040 EMAIL nws@nwsurveys.com.au WEBSITE www.nwsurveys.com.au

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 PROJECT MANAGEMENT
 SUPERINTENDENCY
 WATER SERVICING COORDINATION

TITLE
 PLAN OF PROPOSED SUBDIVISION

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SURVEYED: G.S.	PROJECT MANAGER: JOEL COTTER	
DRAFTED: N.H.	SURVEY DATE: 21/01/2025	PLAN 1
SCALE @ A2: 1:500	PLAN REV: 01	OF 4
GRID/DATUM: M.G.A/A.H.D	PROJECT REFERENCE: 20932/205-DA	



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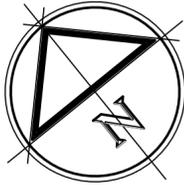
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SCALE @ A2: 1:500	PLAN REV: 01	
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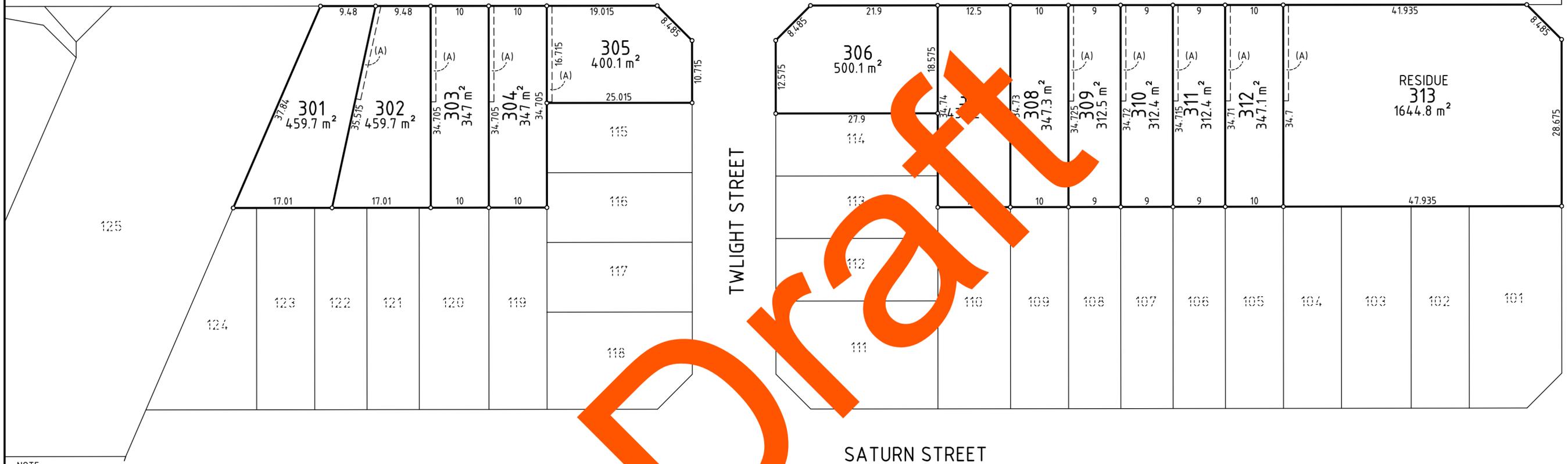
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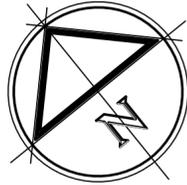
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 STAGE 1

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SURVEYED: G.S.	PROJECT MANAGER: JOEL COTTER	
DRAFTED: N.H.	SURVEY DATE: 21/01/2025	PLAN 3
SCALE @ A2: 1:500	PLAN REV: 01	OF 4
GRID/DATUM: M.G.A/A.H.D	PROJECT REFERENCE: 20932/205-DA	



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DEVELOPMENT APPLICATION

 DA 2024/631/1

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TWILIGHT STREET

RICKARD ROAD

SATURN STREET

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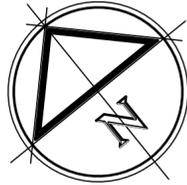
PHONE (02) 9831 2040 EMAIL nws@nwsurveys.com.au WEBSITE www.nwsurveys.com.au

+ SURVEYING
 CIVIL ENGINEERING
 PROJECT MANAGEMENT
 SUPERINTENDENCY
 WATER SERVICING COORDINATION

TITLE
 PLAN OF PROPOSED SUBDIVISION
 STAGE 2

THIS PLAN MUST NOT BE USED FOR CONSTRUCTION UNLESS SIGNED AS APPROVED BY PRINCIPAL CERTIFYING AUTHORITY

SURVEYED: G.S.	PROJECT MANAGER: JOEL COTTER	
DRAFTED: N.H.	SURVEY DATE: 21/01/2025	PLAN 4
SCALE @ A2: 1:500	PLAN REV: 01	OF 4
GRID/DATUM: M.G.A/A.H.D	PROJECT REFERENCE: 20932/205-DA	



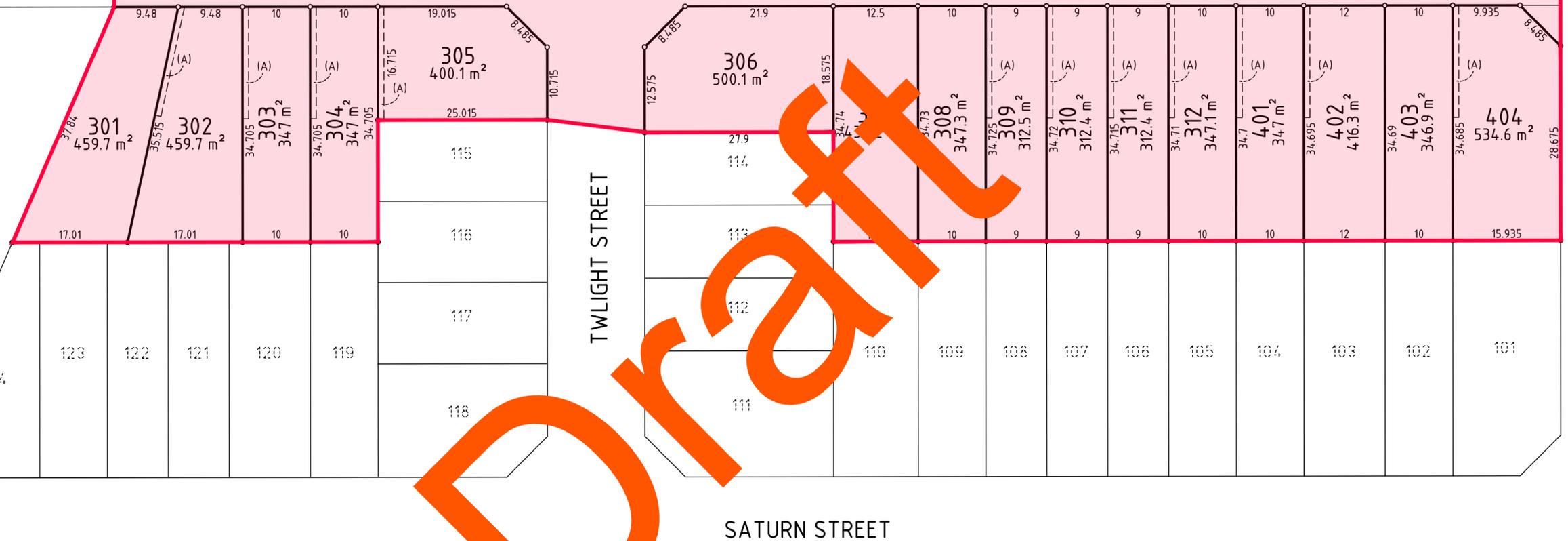
CAMDEN COUNCIL
Approved by the Council of Camden under the provisions
of the Environment Planning and Assessment Act 1979
APPROVAL

24/02/2025

DEVELOPMENT APPLICATION

DA 2024/631/1

ROAD UNDER CONSTRUCTION



NOTE:
 - THIS PLAN IS NOT A PLAN OF SURVEY AND NO BOUNDARIES HAVE BEEN SURVEYED OR MARKED.
 - THE RELATIONSHIP OF IMPROVEMENTS TO BOUNDARIES ARE DIAGRAMMATIC ONLY AND SHOULD BE CONFIRMED BY FURTHER SURVEY.
 - DISTANCES AND AREAS ARE BY TITLE &/OR DEED ONLY AND ARE SUBJECT TO FINAL SURVEY AND COUNCIL APPROVAL.
 - ONLY VISIBLE SERVICES HAVE BEEN LOCATED. IF ANY WORKS ARE PROPOSED THE SERVICE AUTHORITIES SHOULD BE CONTACTED.
 - THIS SUBDIVISION LAYOUT IS A CONCEPT ONLY. EASEMENTS AND RESTRICTIONS MAY BE CREATED ON THE FINAL SUBDIVISION PLAN WHICH IS SUBJECT TO COUNCIL APPROVAL AND REGISTRATION.
 - THIS SUBDIVISION LAYOUT SHOULD NOT BE USED FOR FINANCIAL PLANNING PRIOR TO COUNCIL APPROVAL.
 - THIS DRAWING IS SUBJECT TO COPYRIGHT. IT MUST NOT BE REPRODUCED IN WHOLE OR PART WITHOUT PRIOR WRITTEN CONSENT OF NORTH WESTERN SURVEYS Pty. Ltd.
 - THE TITLE BLOCK AND THESE NOTES FORM AN INTEGRAL PART OF THIS PLAN AND SHOULD NOT BE REMOVED WITHOUT CONSENT OF NORTH WESTERN SURVEYS Pty.Ltd.

(A) - EASEMENT FOR MAINTENANCE 0.9m WIDE



16 Dwellings / 0.824 ha (SITE AREA) = 19.4 Dwellings/ha

PLAN REV.	DESCRIPTION	DATE
00	ORIGINAL ISSUE	14/11/2024

SITE
 LOT 127
 DP 1249563
 33 RICKARD ROAD, LEPPINGTON
 L.G.A. CAMDEN

THIS DRAWING IS SUBJECT TO COPYRIGHT. IT MUST NOT BE REPRODUCED IN WHOLE OR PART WITHOUT PRIOR WRITTEN CONSENT OF NORTH WESTERN SURVEYS Pty. Ltd.

NORTH WESTERN SURVEYS
 LAND DEVELOPMENT CONSULTANTS
 PHONE (02) 9831 2040 EMAIL nws@nwsurveys.com.au WEBSITE www.nwsurveys.com.au

+ SURVEYING
 CIVIL ENGINEERING
 PROJECT MANAGEMENT
 SUPERINTENDENCY
 WATER SERVICING COORDINATION

TITLE
 PLAN OF PROPOSED SUBDIVISION
 NDA

THIS PLAN MUST NOT BE USED FOR CONSTRUCTION UNLESS SIGNED AS APPROVED BY PRINCIPAL CERTIFYING AUTHORITY

SURVEYED: G.S.	PROJECT MANAGER: JOEL COTTER	
DRAFTED: N.H.	SURVEY DATE: 14/11/2024	PLAN 1
SCALE @ A2: 1:500	PLAN REV: 00	
GRID/DATUM: M.G.A/A.H.D	PROJECT REFERENCE: 20932/205-NDA	

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFF	METHOD
PM 44286	PM 44285	-9.937	DIF. LEVELLING
PM 44285	PM 44284	+1.832	DIF. LEVELLING
PM 44284	SSM 20717.0	-4.157	DIF. LEVELLING
SSM 20717.0	SSM 20716.0	-9.014	DIF. LEVELLING
SSM 20716.0	SSM 21170	-9.282	DIF. LEVELLING
SSM 21170	SSM 21171	-2.932	DIF. LEVELLING
SSM 21171	SSM 21172	-2.932	DIF. LEVELLING
SSM 21172	PM 44286	-7.337	DIF. LEVELLING

HEIGHT SCHEDULE						
MARK	AMD VALUE	CLASS	PU	LU	HEIGHT DATUM VALIDATION	STATE
PM 44286	95.255	L/C	0.02	0.02	ORIGIN SCMS ADOPTED	FOUND
PM 44285	85.348	L/C	0.03	0.02	FROM SCMS-DATUM VALID	FOUND
PM 44284	87.176	L/C	0.02	0.02	FROM SCMS-DATUM VALID	FOUND
SSM 20717.0	91.327	LD	-	-	SURVEY	PLACED
SSM 21171	91.324	LD	-	-	SURVEY	PLACED
SSM 21170	88.139	LD	-	-	SURVEY	PLACED
SSM 21172	87.858	LD	-	-	SURVEY	PLACED

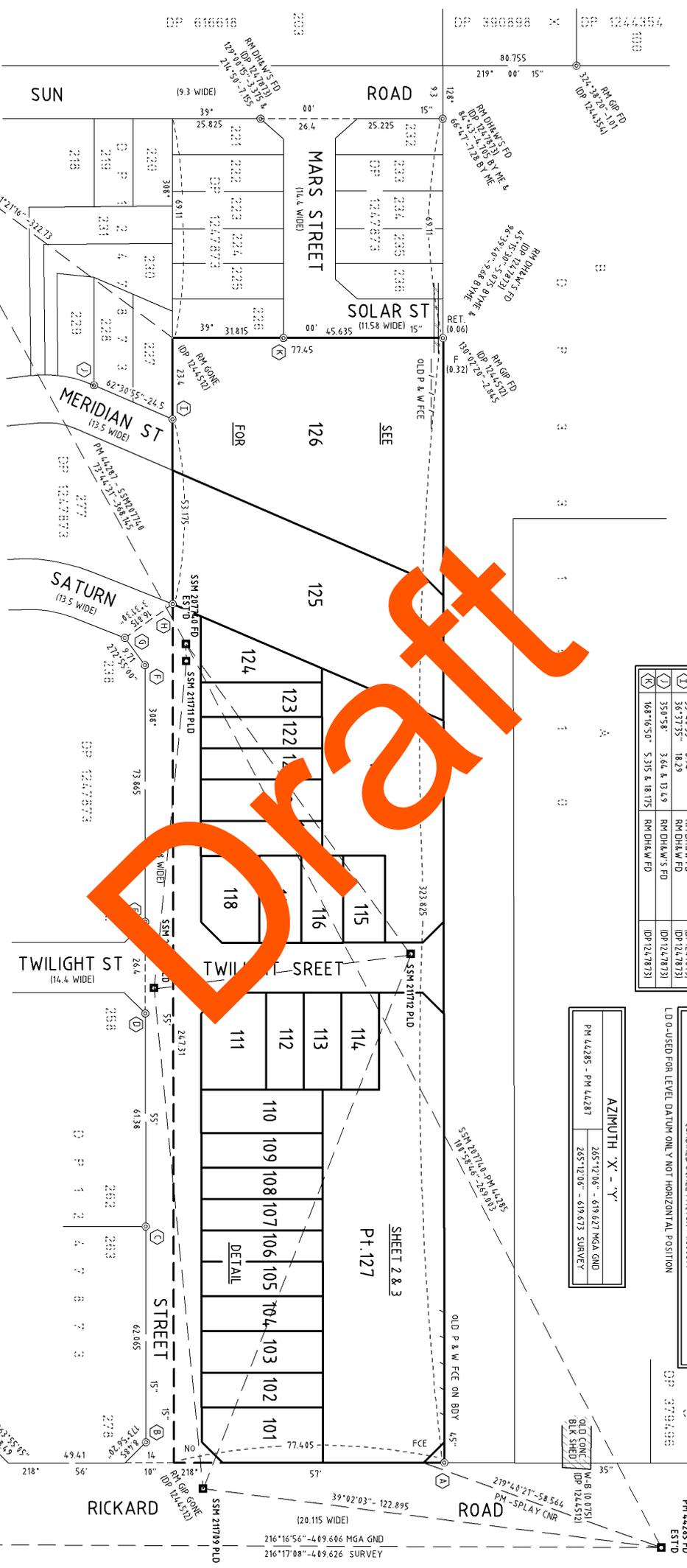
DATE OF SCMS AMD VALUES: 09/11/2000 HEIGHT DATUM: AMD 71

TABLE OF REFERENCE MARKS					
No	REFERENCE	TYPE	ORIGIN	DATE	STATUS
A	224.2020"	RM GP. FD	DP12445121		
B	158.1035"	RM DH&W'S FD	DP12478731		
C	218.5535"	RM DH&W'S FD	DP12478731		
D	181.1235"	RM DH&W'S FD	DP12478731		
E	194.5935"	RM DH&W'S FD	DP12478731		
F	188.0535"	RM DH&W'S FD	DP12478731		
G	183.3050"	RM SSM 20717.0	DP12478731		
H	288.2550"	RM DH&W'S FD	DP12478731		
I	337.6035"	RM DH&W'S FD	DP12478731		
J	367.3735"	RM DH&W'S FD	DP12478731		
K	350.58"	RM DH&W'S FD	DP12478731		
L	168.1650"	RM DH&W'S FD	DP12478731		

COORDINATES SCHEDULE					
MARK	MGA CO-ORDINATES	CLASS	PU	METHOD	STATE
PM 44284	297171.914	8	-	SCMS	FOUND
PM 44285	298973.918	8	-	SCMS	FOUND
PM 44286	298355.506	8	0.02	SCMS	FOUND
PM 44287	298360.406	8	0.02	SCMS	FOUND
SSM 21170	298690.514	D	-	EDM	PLACED
SSM 21171	298785.987	D	-	EDM	PLACED
SSM 21172	298714.779	D	-	EDM	PLACED
SSM 20717.0	298855.550	D	-	EDM	PLACED
SSM 20716.0	298715.815	D	-	EDM	PLACED

DATE OF SCMS COORDINATES: 09/11/2020 MGA ZONE: 56 MGA DATUM: GDA2020
 COMBINED SCALE FACTOR: 1.000091
 L/D 0-USED FOR LEVEL DATUM ONLY NOT HORIZONTAL POSITION

AZIMUTH 'X' - 'Y'	
PM 44285 - PM 44287	265.12306" - 619.627 MGA GND
	265.12306" - 619.673 SURVEY



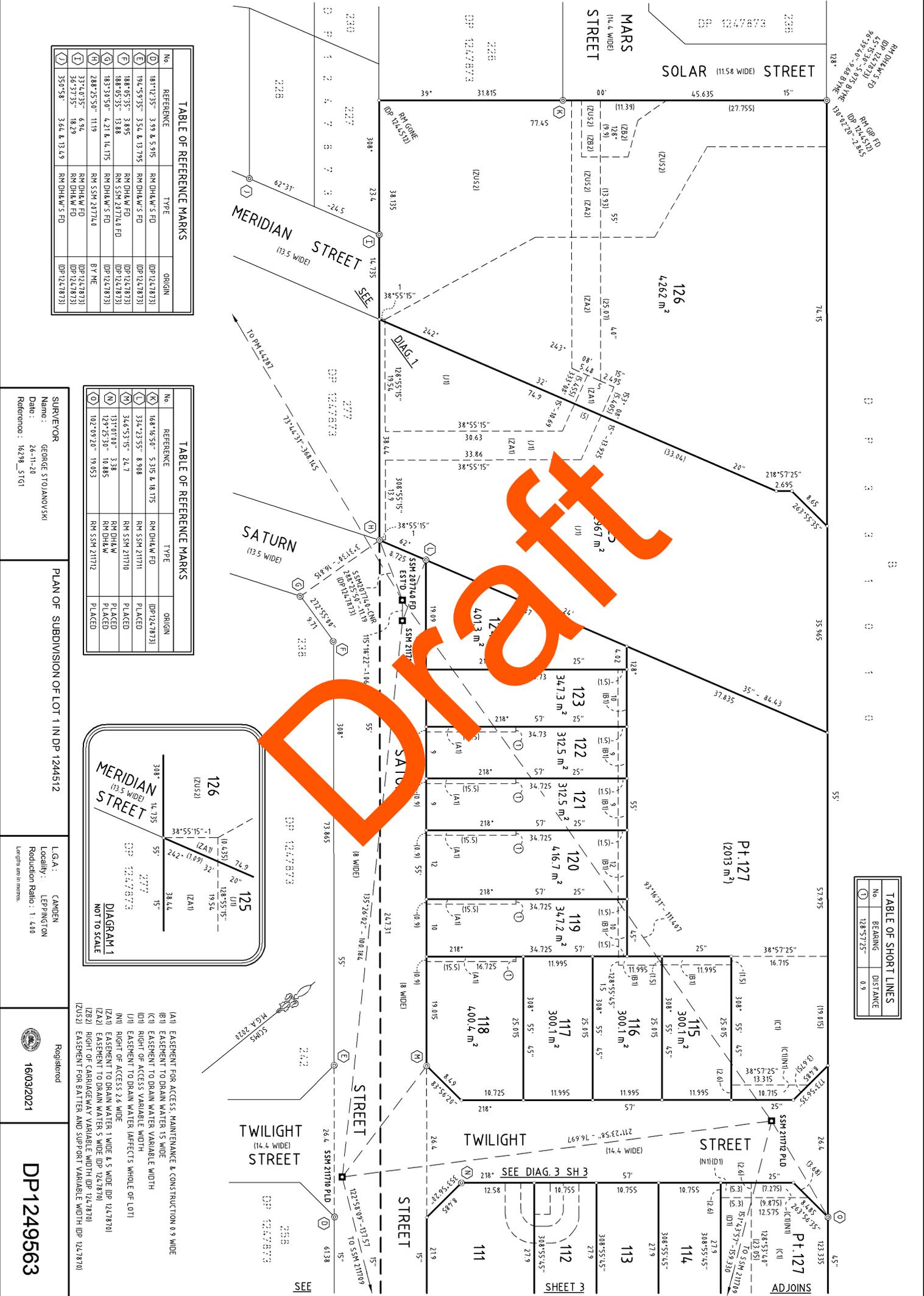
SURVEYOR
 Name: GEORGE STOJANOVSKI
 Date: 26-11-20
 Reference: 16298_STG1

PLAN OF SUBDIVISION OF LOT 1 IN DP 1244512

LGA: CAMDEN
 Locality: LEPINGTON
 Reduction Ratio: 1:800
 Lengths are in metres.

Registered
 16/03/2021

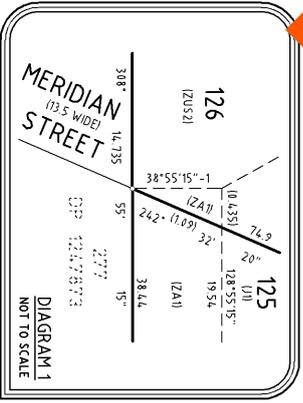
DP1249563



No	BEARING	DISTANCE
1	128°57'25"	0.9

No	REFERENCE	TYPE	ORIGIN
(D)	181°12'35" 3.99 & 5.915	RM D.H.W.'S FD	(DP) 12478731
(E)	194°59'35" 3.54 & 13.795	RM D.H.W.'S FD	(DP) 12478731
(F)	188°05'35" 3.895	RM D.H.W. FD	(DP) 12478731
(G)	188°05'35" 13.88	RM SSM 20774.0 FD	(DP) 12478731
(H)	183°30'50" 4.21 & 14.175	RM D.H.W.'S FD	(DP) 12478731
(I)	288°35'50" 11.9	RM SSM 20774.0	BY ME
(J)	33°42'35" 6.94	RM D.H.W. FD	(DP) 12478731
(K)	30°57'35" 16.29	RM D.H.W. FD	(DP) 12478731
(L)	350°58" 3.64 & 13.49	RM D.H.W.'S FD	(DP) 12478731

No	REFERENCE	TYPE	ORIGIN
(K)	168°16'50" 5.315 & 18.175	RM D.H.W. FD	(DP) 12478731
(L)	334°23'55" 8.908	RM SSM 21170	PLACED
(M)	346°53'15" 24.7	RM SSM 21170	PLACED
(N)	131°01'00" 3.38	RM D.H.W.	PLACED
(O)	123°25'30" 10.885	RM D.H.W.	PLACED
(P)	102°00'20" 19.053	RM SSM 21170	PLACED



SURVEYOR
 Name: GEORGE STOJANOVSKI
 Date: 26-11-20
 Reference: 16298_STG1

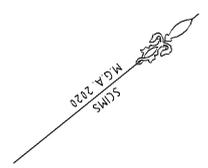
PLAN OF SUBDIVISION OF LOT 11 IN DP 1244512

LGA: CAMDEN
Locality: LEPPINGTON
 Reduction Ratio: 1:1400
 Lengths are in metres.

Registered
 16/03/2021

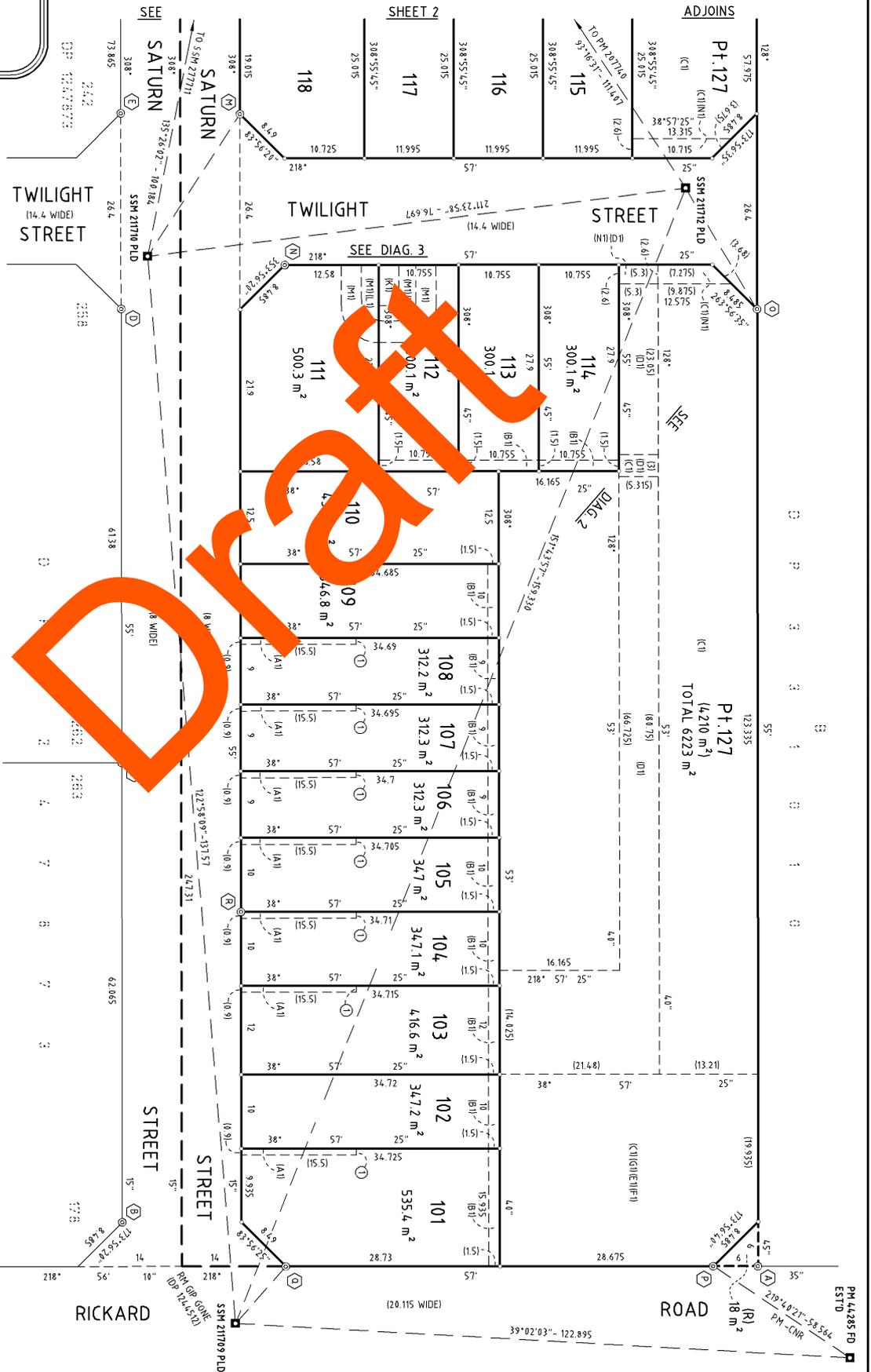
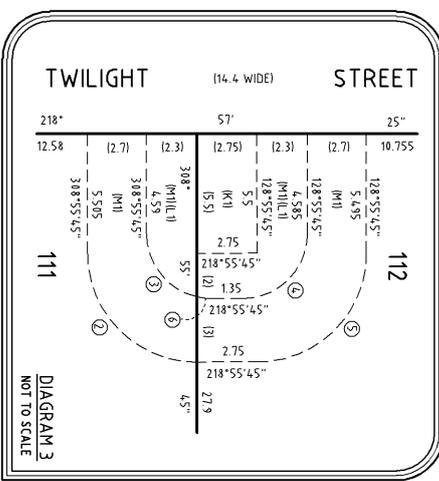
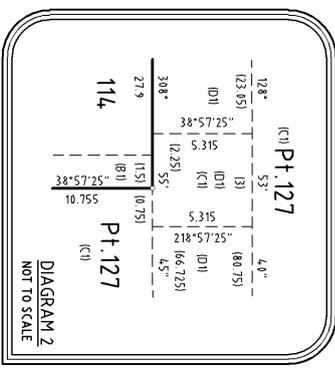
DP1249563

- (A1) EASEMENT FOR ACCESS MAINTENANCE & CONSTRUCTION 0.9 WIDE
- (B1) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (C1) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (D1) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (E1) EASEMENT TO DRAIN WATER (MHC'S WHOLE OF LOT)
- (I1) RIGHT OF ACCESS 2.6 WIDE
- (I2) EASEMENT TO DRAIN WATER 1 WIDE & 5 WIDE (DP 1247870)
- (I3) EASEMENT TO DRAIN WATER 5 WIDE (DP 1247870)
- (I4) EASEMENT TO DRAIN WATER 5 WIDE (DP 1247870)
- (I5) EASEMENT TO DRAIN WATER 5 WIDE (DP 1247870)
- (I6) EASEMENT TO DRAIN WATER 5 WIDE (DP 1247870)
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- (I98) EASEMENT TO DRAIN WATER 5 WIDE (DP 1247870)
- (I99) EASEMENT TO DRAIN WATER 5 WIDE (DP 1247870)
- (I100) EASEMENT TO DRAIN WATER 5 WIDE (DP 1247870)



No	BEARING	DISTANCE
①	128°57'25"	0.9

No	CHORD	ARC	RADIUS
②	263°55'45"	7.07	7.855
③	270°40'30"	3.715	4.005
④	173°55'45"	4.245	4.71
⑤	173°55'45"	7.07	7.855
⑥	225°40'30"	0.705	0.705



No	REFERENCE	TYPE	ORIGIN
(A)	224.20'20"	RM DP FD	DP 1244512
(B)	158.09'35"	RM DHA W'S FD	DP 1247873
(C)	218.55'55"	3.35 & 12.605	RM DHA W'S FD
(D)	181.12'35"	3.99 & 5.915	RM DHA W'S FD
(E)	194.59'35"	3.54 & 13.795	RM DHA W'S FD
(M)	34.65'315"	2.7	RM SSM 21710

No	REFERENCE	TYPE	ORIGIN
(N)	131.11'00"	RM DHA W	PLACED
(O)	129.25'30"	RM DHA W	PLACED
(P)	182.09'20"	RM SSM 21712	PLACED
(Q)	231.11'00"	17.855	RM DHA W
(R)	227.25'10"	25.1	RM DHA W
(S)	34.75'40"	6.953	SSM 21709
(T)	37.99'30"	12.5	RM DHA W
(U)	37.74"	3.29	RM DHA W

- (R) ROAD WIDENING 18 m²
- (A1) EASEMENT FOR ACCESS, MAINTENANCE & CONSTRUCTION 0.9 WIDE
- (B) EASEMENT TO DRAIN WATER 15 WIDE
- (C) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (D) RIGHT OF ACCESS VARIABLE WIDTH
- (E) RESTRICTION ON THE USE OF LAND (STORMWATER MANAGEMENT) (NO.9)(SITE)
- (F) POSITIVE COVENANT (STORMWATER MANAGEMENT) (NO.7)(SITE)
- (G) RESTRICTION ON THE USE OF LAND DEVELOPMENT OVER BASIN (NO.8)(SITE)
- (K) EASEMENT FOR RAINMOUNT SUBSTATION 2.75 WIDE
- (L) RESTRICTION ON THE USE OF LAND (NO.14)(SITE)
- (M) RESTRICTION ON THE USE OF LAND (NO.15)(SITE)
- (N1) RIGHT OF ACCESS 2.6 WIDE

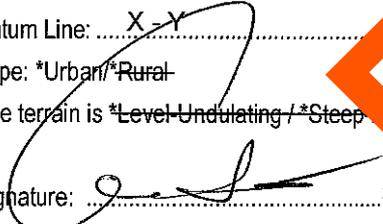
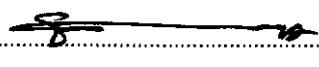
SURVEYOR
 Name: GEORGE STOJANOVSKI
 Date: 26-11-20
 Reference: 16298_STG1

PLAN OF SUBDIVISION OF LOT 1 IN DP 1244512

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

Registered
 16/03/2021

DP1249563

PLAN FORM 6 (2020)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)
<p style="text-align: right;">Office Use Only</p> Registered:  16/03/2021 Title System: TORRENS		<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1249563</h1>
PLAN OF SUBDIVISION OF LOT 1 IN DP 1244512	LGA: CAMDEN Locality: LEPPINGTON Parish: COOK County: CUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, <u>GEORGE STOJANOVSKI</u> of <u>NORTH WESTERN SURVEYS PTY. LIMITED</u> a surveyor registered under the <i>Surveying and Spatial Information Act, 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on: <u>26-11-20</u> , or *(b) The part of the land shown in the plan (*being/*excluding**) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown on this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> .	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I.....(Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given Signature:..... Date:..... File Number:..... Office:.....	
Datum Line: <u>X-Y</u> Type: *Urban/*Rural The terrain is *Level-Undulating /*Steep <u>mountainous</u> . Signature:  Dated: <u>20/1/2021</u> Surveyor Identification No: <u>3441</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> * Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Subdivision Certificate</p> I, <u>Syale Mohamed</u> *Registered Person/*General Manager/*Registered Certifier, certify that the provisions of s. 6.15 of <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:  Registration number:..... Consent Authority: <u>CAMDEN COUNCIL</u> Date of endorsement: <u>08/03/2021</u> Subdivision Certificate number: <u>14.2018.738.1</u> File number: <u>DA/2018/738/1</u> * Strike through if inapplicable.	
<p style="text-align: center;">Plans used in the preparation of survey/compilation</p> DP 1244512 DP 1247873 DP 331010	<p style="text-align: center;">Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p style="text-align: center;">IT IS INTENDED TO DEDICATE :</p> <p style="text-align: center;">THE EXTENSION OF TWILIGHT STREET, THE WIDENING OF SATURN ROAD 8 WIDE AND THE ROAD WIDENING (R) STREET</p> <p style="text-align: center;">TO THE PUBLIC AS PUBLIC ROAD</p>	
Surveyor's Reference: 16298	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 5 sheet(s)
Registered : 16/03/2021	<h1>DP1249563</h1>	Office Use Only Office Use Only
PLAN OF SUBDIVISION OF LOT 1 IN DP 1244512		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate No : 14.2018.738.1 Date of Endorsement : 08/03/2021		

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED,

A. IT IS INTENDED TO CREATE :

1. EASEMENT FOR ACCESS, MAINTENANCE & CONSTRUCTION 0.9 WIDE (A1)
2. EASEMENT TO DRAIN WATER 1.5 WIDE (B1)
3. EASEMENT TO DRAIN WATER VARIABLE WIDTH (C1)
4. RIGHT OF ACCESS VARIABLE WIDTH (D1)
5. RESTRICTION ON THE USE OF LAND (BUILDING STANDARD)
6. RESTRICTION ON THE USE OF LAND (STORMWATER MANAGEMENT) (E1)
7. POSITIVE COVENANT (STORMWATER MANAGEMENT) (F1)
8. RESTRICTION ON THE USE OF LAND (DEVELOPMENT OVERPASSIN) (G1)
9. RESTRICTION ON THE USE OF LAND (VEHICULAR ACCESS)
10. RESTRICTION ON THE USE OF LAND (RESIDUE LOT)
11. RESTRICTION ON THE USE OF LAND (SOUND BARRIER)
12. RESTRICTION ON THE USE OF LAND (FOOTINGS)
13. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (K1)
14. RESTRICTION ON THE USE OF LAND (L1)
15. RESTRICTION ON THE USE OF LAND (M1)
16. RIGHT OF ACCESS 2.6 WIDE (N1)
17. POSITIVE COVENANT (MECHANICAL VENTILATION)
18. POSITIVE COVENANT (FACADE TREATMENT)
19. POSITIVE COVENANT (ACOUSTIC BARRIER)
20. POSITIVE COVENANT (BIN PLACEMENT)
21. POSITIVE COVENANT (DRIVEWAY PLACEMENT)
22. RESTRICTION ON THE USE OF LAND (DRIVEWAY ACCESS)
23. EASEMENT TO DRAIN WATER (AFFECTS WHOLE OF LOT) (J1)

B. IT IS INTENDED TO RELEASE :

1. EASEMENT FOR BATTER AND SUPPORT 8 WIDE (DP 1247870)
2. RIGHT OF CARRIAGEWAY 4.5 WIDE (DP 1247870)

.....
 Camden Council Authorised Person

If space is insufficient use additional annexure sheet

PLAN FORM 6A (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 5 sheet(s)
Office Use Only	Office Use Only	
Registered : 16/03/2021	<h1>DP1249563</h1>	
PLAN OF SUBDIVISION OF LOT 1 IN DP 1244512	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
Subdivision Certificate No :14.2018.738.1.....		
Date of Endorsement :08/03/2021.....		

TABLE OF STREET ADDRESSES				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
101	2	SATURN	STREET	LEPPINGTON
102	4	SATURN	STREET	LEPPINGTON
103	6	SATURN	STREET	LEPPINGTON
104	8	SATURN	STREET	LEPPINGTON
105	10	SATURN	STREET	LEPPINGTON
106	12	SATURN	STREET	LEPPINGTON
107	14	SATURN	STREET	LEPPINGTON
108	16	SATURN	STREET	LEPPINGTON
109	18	SATURN	STREET	LEPPINGTON
110	20	SATURN	STREET	LEPPINGTON
111	2	WILSON	STREET	LEPPINGTON
112	4	TWILIGHT	STREET	LEPPINGTON
113	6	TWILIGHT	STREET	LEPPINGTON
114	8	TWILIGHT	STREET	LEPPINGTON
115	7	TWILIGHT	STREET	LEPPINGTON
116	5	TWILIGHT	STREET	LEPPINGTON
117	3	TWILIGHT	STREET	LEPPINGTON
118	1	TWILIGHT	STREET	LEPPINGTON
119	26	SATURN	STREET	LEPPINGTON
120	28	SATURN	STREET	LEPPINGTON
121	30	SATURN	STREET	LEPPINGTON
122	32	SATURN	STREET	LEPPINGTON
123	34	SATURN	STREET	LEPPINGTON
124	36	SATURN	STREET	LEPPINGTON
125	4	MERIDIAN	STREET	LEPPINGTON
126	14	MARS	STREET	LEPPINGTON
127	33	RICKARD	ROAD	LEPPINGTON

.....
 Camden Council Authorised Person

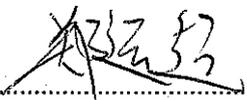
If space is insufficient use additional annexure sheet

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 5 sheet(s)	
Office Use Only	Office Use Only
Registered :  16/03/2021	DP1249563
PLAN OF SUBDIVISION OF LOT 1 IN DP 1244512	
Subdivision Certificate No : 14.2018.738.1 Date of Endorsement : 08/03/2021	This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SIGNATURES AND SEALS

EXECUTED ON BEHALF OF THE CORPORATION NAMED BELOW
BY THE AUTHORISED PERSONS WHOSE SIGNATURES APPEAR
BELOW PURSUANT TO THE AUTHORITY SPECIFIED.

CORPORATION: STEVEN ZHENG FIRST Pty Ltd ACN 6745
AUTHORITY : SECTION 127 CORPORATIONS ACT 2001


.....
SIGNATURE OF AUTHORISED PERSON:

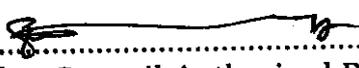
.....
SIGNATURE OF AUTHORISED PERSON:

Yunchao Zheng
.....
NAME OF AUTHORISED PERSON:

.....
NAME OF AUTHORISED PERSON:

OFFICE HELD: Director/SECRETARY

OFFICE HELD:


.....
Camden Council Authorised Person

If space is insufficient use additional annexure sheet

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 5 sheet(s)

Office Use Only
Registered :  16/03/2021

Office Use Only
DP1249563

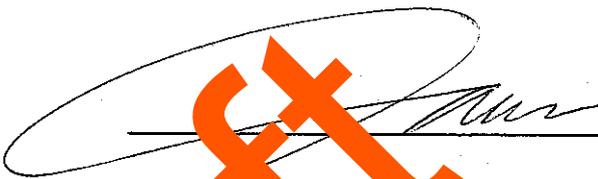
PLAN OF SUBDIVISION OF LOT 1
IN DP 1244512

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

Subdivision Certificate No : 14.2018.738.1
Date of Endorsement : 08/03/2021

MORTGAGEE (AQ509587)

Signed for and on behalf of
Australian Commercial Mortgage
Corporation Pty Ltd ACN 109
865 590 as trustee for the
Balmain Opportunity Trust in
accordance with Section 127
of the Corporations Act 2001:

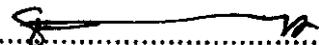


WILLIAM DAVIS - DIRECTOR



MICHAEL HOLM - DIRECTOR

Draft


Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16298_STG1



N.S.W. REALTY CO. LIMITED

ests must not be disclosed
e transfer)
ess estate, strike out "in
imple," and interline the
ired alteration.

being registered as the proprietor of an estate in fee simple* in the land hereinafter (herein called transferor)
subject, however, to such encumbrances, liens and interests as are notified hereunder in
consideration of ONE HUNDRED AND SEVENTY POUNDS
(£170/-/-) (the receipt whereof is hereby acknowledged) paid to it by

THOMAS RUDDLE of East Maitland, *Thos Ruddle*

B 129262

B 129262 (herein called transferee)

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

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Cook	Part and being Lot twenty nine (29) of Raby Estate as shown on Deposited Plan No. 8979.	3135	165 ✓

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

And that on the erection of any such building on said land all be fenced, AND that no advertisement
hoarding shall be erected on the said land.
AND for the purposes of Section 89 of the Conveyancing Act of 1919, IT IS HEREBY FURTHER AGREED AND
DECLARED that:—

- (a) The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan No. 8979 other than the land hereby transferred.
 - (b) The land which is to be subject to the burden of the above covenants is the land described herein.
 - (c) The above covenants or any of them may be released, varied or modified with the consent of the said Company or its representatives.
- ENCUMBRANCES, &c., REFERRED TO.*

Signed at _____ the _____ day of _____ 19____
THE COMMON SEAL OF N.S.W. REALTY CO. LIMITED was hereto affixed
by JAMES BENNETT RICKARD this _____ day of _____ 1924
in the presence of:
Leo G. Rowe
Signed _____
Transferror.*

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

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

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.
† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.
No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

B 13701

CONSENT TO MORTGAGEE.

The City Mutual Life Assurance Society Limited mortgagee under Mortgage No. 4829 1924
 release and discharge the land comprised in the mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

The Common Seal of the City Mutual Life Assurance Society Limited was hereunto affixed by the Director thereof at Sydney this 22nd day of October 1924 in the presence of
 Signed in my presence by
 who is personally known to me

A. J. Hood
 Mortgagee,
G. J. ...
W. J. ...

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at _____ the _____ day of _____ 1924

Signed at the place and on the date above-mentioned, in the presence of—

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

FORM OF DECLARATION BY ATTESTING WITNESS.

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

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

MEMORANDUM OF TRANSFER of

15 Acres / roads 22³/₄ perches.
 Lot 29 D. P. 8979

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Signature.	No.	Reg'd Propr., M't'gor, etc.

Particulars entered in Register Book, Vol. _____ Fol. 165 ✓

INDEXED

BY _____ day of October 1924
 at _____ minutes 12 o'clock in the _____ noon.

Registrar-General

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch ...	<i>...</i>	<i>21/9/24</i>
Received from Records	<i>...</i>	<i>26/9/24</i>
Draft written ...	<i>...</i>	<i>29/9/24</i>
Draft examined ...	<i>...</i>	<i>2/10/24</i>
Diagram prepared ...	<i>...</i>	<i>4/10/24</i>
Diagram examined ...	<i>...</i>	<i>7/10/24</i>
Draft forwarded ...	<i>...</i>	<i>10/10/24</i>
Supt. of Engrossers ...	<i>...</i>	<i>11/10/24</i>
Cancellation Clerk ...	<i>...</i>	<i>11/10/24</i>

VOL. 3649 FOL. 45

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles, or before a Justice of the Peace, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or before any Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
 If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.
 If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and £1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

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

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

Lengths are in metres

Sheet 1 of 17 Sheets

Plan: **DP1249563**

Plan of Subdivision of Lot 1 in DP1244512
 Covered by Subdivision Certificate

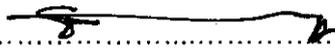
No. 14.2018.738.1 Dated **08/03/2021**...

Full name and address of
 the proprietors of the land:

Steven Zheng First Pty Ltd
 ACN: 616 745 870
 Unit 01 Level 12
 179 Elizabeth 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 or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for Access, Maintenance & Construction 0.9 Wide (A1)	101 103 104 105 106 107 108 118 119 120 121 122	102 104 105 106 107 108 109 119 120 121 122 123
2.	Easement to ... in Meter 1.5 Wide (B1)	101 102 103 104 105 106 107 108 109 112 113 114 115 116 119 120 121 122 123	102 – 110 inclusive 103 – 110 inclusive 104 – 110 inclusive 105 – 110 inclusive 106 – 110 inclusive 107 – 110 inclusive 108 – 110 inclusive 109 & 110 110 111 111 & 112 111 – 113 inclusive 116,119-124 inclusive 119 - 124 inclusive 120 – 124 inclusive 121 – 124 inclusive 122, 123 & 124 123 & 124 124

Approved by Camden Council 
Authorised Person

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

Lengths are in metres

Sheet 2 of 17 Sheets

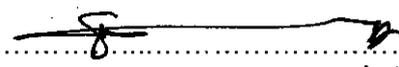
Plan: **DP1249563**

Plan of Subdivision of Lot 1 in DP1244512
 Covered by Subdivision Certificate

No. 14.2018.738.1 Dated 08/03/2021

3.	Easement to Drain Water Variable width (C1)	127	Camden Council
4.	Right of Access variable width (D1)	127	Camden Council
5.	Restriction on the Use of Land (Building Standards)	101-124 inclusive	Every other lot excluding 125, 126 and 127
6.	Restriction on the Use of Land (Stormwater Management) (E1)	Pt.127 denoted (E1)	Camden Council
7.	Positive Covenant (Stormwater Management) (F1)	Pt.127 denoted (F1)	Camden Council
8.	Restriction on the Use of Land (Development Over Basin) (G1)	Pt.127 denoted (G1)	Camden Council
9.	Restriction on the Use of Land (Vehicular Access)	101 & 127	Camden Council
10.	Restriction on the Use of Land (Residue Lot)	126 & 27	Camden Council
11.	Restriction on the Use of Land (Salinity)	All lots except 125, 126 and 127	Camden Council
12.	Restriction on the Use of Land (Footings)	All lots except 125, 126 and 127	Camden Council
13.	Easement for Power Point Substation 2.75 Wide (K1)	112	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
14.	Restriction on the Use of Land (L1)	Part 111 & Part 112	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
15.	Restriction on the Use of Land (M1)	Part 111 & Part 112	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
16.	Right of Access 2.6 Wide (N1)	127	Camden Council
17.	Positive Covenant (Mechanical Ventilation)	101-108 & 127	Camden Council

Approved by Camden Council



Authorised Person

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

Lengths are in metres

Sheet 3 of 17 Sheets

Plan: **DP1249563**

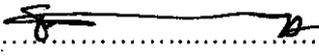
Plan of Subdivision of Lot 1 in DP1244512
 Covered by Subdivision Certificate

No. 14.2018.738.1 Dated 08/03/2021

18.	Positive Covenant (Façade Treatment)	101-108 & 127	Camden Council
19.	Positive Covenant (Acoustic Barrier)	101 & 127	Camden Council
20.	Positive Covenant (Bin Placement)	114 and 115	Camden Council
21.	Positive Covenant (Driveway Placement)	114 and 115	Camden Council
22.	Restriction on the Use of Land (Driveway Access)	114 and 118	Camden Council
23.	Easement To Drain Water (AFFECTS WHOLE OF LOT) (J1)	125	Camden Council

PART 1A (Interests)

Number of item shown in the intention panel on the plan	Identify or easement or profit à prendre to be released and referred to in the plan	Burdened lot or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement of Burden and Support 8 wide (DP1247870)	1/1244512	Camden Council
2.	Right of Carriageway 4.5 wide (DP1247870)	1/1244512	Camden Council

Approved by Camden Council 

Authorised Person

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

Lengths are in metres

Sheet 4 of 17 Sheets

Plan: **DP1249563**

Plan of Subdivision of Lot 1 in DP1244512
Covered by Subdivision Certificate

No. 14.2018.738.1 Dated ... 08/03/2021 ..

PART 2 (Terms)

TERMS OF EASEMENT NUMBERED 1. IN THE ABOVEMENTIONED PLAN

- 1.1 The owner of the Lot benefitted must;
- (a) With prior reasonable notice give to the owner or the occupier of the lot burdened, to use the easement site (including any roof structure of the lot burdened) for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
 - (i) The lot benefitted or overhang structures within the easement site;
 - (ii) Any structure constructed or to be constructed by or for the owner of the lot benefitted, which cannot otherwise reasonably be carried out from within the lot benefitted.
 - (b) Do anything reasonably necessary for the purpose including:
 - (i) Entering onto the lot burdened;
 - (ii) Taking anything onto the lot burdened for the works;
 - (iii) Erection of any temporary scaffolding;
 - (iii) Carrying out the necessary work.
- 1.2 In exercising the rights under this Clause 1, the owner of the lot benefitted must;
- (a) Ensure that all work done on the lot benefitted or overhang structures thereof is done properly and is carried out as quickly as practicable;
 - (b) Cause as little inconvenience as possible to the owner and or occupier of the lot burdened;
 - (c) Cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (d) Restore the lot burdened as nearly as is practicable to its former condition; and
 - (e) Make good any collateral damage.
- 1.3 The owner of the lot benefitted indemnifies the owner of the lot burdened against any damage, injury, cost, expense liability, claim, suits or other actions arising from the exercise of their rights under this easement.
- 1.4 The owner of the lot burdened must not place any obstruction/s within the easement site or erect any building or other structure of any kind on or over the easement site other than any eaves and/or gutter, meter boxes and/or roof structure attached to any dwelling or garage that has been granted development approval by Camden Council.

TERMS OF EASEMENTS NUMBERED 2. IN THE ABOVEMENTIONED PLAN

An Easement to Drain Water on terms pursuant to Part 3 of Schedule 8 of the Conveyancing Act 1919 as amended.

Approved by Camden Council

Authorised Person

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

Lengths are in metres

Sheet 5 of 17 Sheets

Plan: **DP1249563**

Plan of Subdivision of Lot 1 in DP1244512
Covered by Subdivision Certificate

No. 14.2018.738.1 Dated 08/03/2021

TERMS OF EASEMENT NUMBERED 3. IN THE ABOVEMENTIONED PLAN

An Easement to Drain Water on terms pursuant to Part 3 of Schedule 4A of the Conveyancing Act 1919 as amended together with the following addition:

1. The easement will be extinguished with permission of Council when no longer required upon the extension of the adjoining public stormwater network to which it relates.

TERMS OF EASEMENT NUMBERED 4. IN THE ABOVEMENTIONED PLAN

An easement for Right Of Access on terms pursuant to Part 3 of Schedule 4A of the Conveyancing Act 1919 as amended.

TERMS OF RESTRICTION NUMBERED 5. IN THE ABOVEMENTIONED PLAN

1. No residential building or building shall be erected on any lot burdened having a total floor area of less than 120m².
2. No garage outbuilding or other structures shall be erected or be permitted to remain on any lot burdened unless erected concurrently with or subsequently to the erection of a residential building.
3. No existing dwelling house or building or part thereof shall be partly or wholly moved to or placed and re-erected upon or re-constructed on or be permitted to remain on any lot burdened.
4. No building or any part thereof shall be erected or be permitted to remain on any lot burdened unless constructed entirely of new materials.
5. No building or buildings shall be erected or be permitted to remain erected on any lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or hardiplank or similar product. No building or buildings shall be erected or permitted to remain erected on any lot burdened having a roof other than clay tiles, cement tiles, slate or non-reflective surface corrugated iron. All roofing materials shall be black or shades of grey only.
6. No vehicle of any make or kind having a tare weight exceeding 5 tonnes shall be garaged, housed, parked, serviced or mechanical repairs carried out thereon or allowed to remain on any lot burdened except where such vehicles are being used for the delivery of goods or purposes of construction of any improvement on any lot burdened.
7. No fence shall be erected or permitted to remain on any lot hereby burdened unless the

Approved by Camden Council

Authorised Person

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

Sheet 6 of 17 Sheets

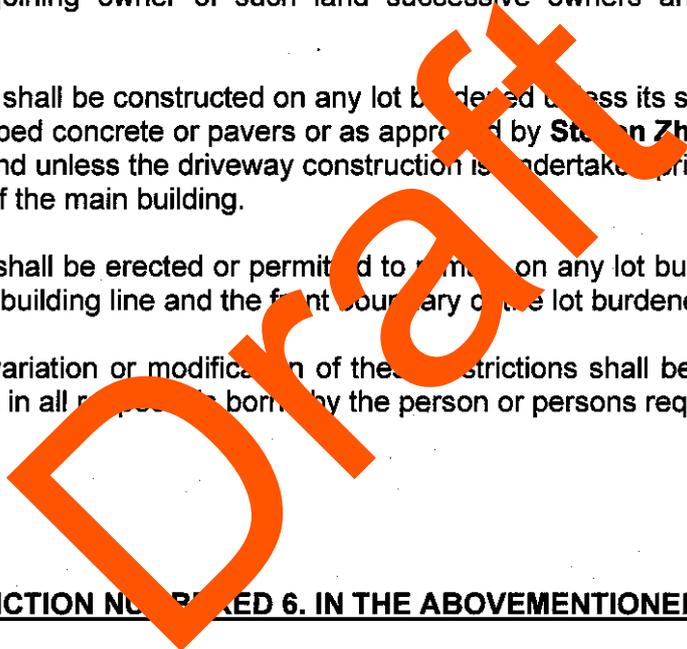
Plan: **DP1249563**

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fencing is of a timber lapped and/or lapped and capped construction or Colorbond fence provided any Colorbond fence is of Colorbond colours Grey Ridge, Teatree or Riverland only.

8. 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 land and shall bind the adjoining owner of such land successive owners and assigns of each lot burdened.
9. No driveway shall be constructed on any lot burdened unless its surface is comprised of faux or stamped concrete or pavers or as approved by **Steven Zheng First Pty Ltd** or its assigns and unless the driveway construction is undertaken prior to practical completion of the main building.
10. No dwelling shall be erected or permitted to remain on any lot burdened unless the area between the building line and the front boundary of the lot burdened is turfed.
11. No release variation or modification of these restrictions shall be made unless the cost and expense in all respects are borne by the person or persons requesting same.



TERMS OF RESTRICTION NUMBERED 6. IN THE ABOVEMENTIONED PLAN

The Proprietor of the burdened lot shall not:

- (a) Erect, construct or place any building or other structure.
- (b) Make alterations to the ground surface levels, grates, pits, kerbs, tanks, gutters or any other structure associated with the on-site stormwater detention and/or Stormwater Quality Improvement System

Within the land so burdened without the prior written consent of Camden Council.

The authority benefited will be obligated to agree to release this Restriction once alternative downstream drainage infrastructure is constructed and this Restriction is no longer required. All costs of release of restriction shall be borne by the registered proprietor of the lot burdened.

Approved by Camden Council

Authorised Person

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Lengths are in metres

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Plan: **DP1249563**

Plan of Subdivision of Lot 1 in DP1244512
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TERMS OF POSITIVE COVENANT NUMBERED 7. IN THE ABOVEMENTIONED PLAN

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Stormwater Quality Improvement and/or Stormwater Detention Device (hereinafter referred to as "the device") constructed and/or installed on the burdened lot, that they will:
 - a) Keep the device clean and free from silt, rubbish and debris.
 - b) Maintain and repair the device at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner, in accordance with the manufacturer's recommended requirements and/or the "Maintenance Schedule" prepared by **North Western Surveys**, a copy of which is held on Council File **DA-2018/738/1**. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).
 - c) For the purpose of ensuring observance of this covenant, permit Camden Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the device and the state of construction, maintenance and repair of the device, for compliance with the requirements of the covenant.
 - d) Notify Council in writing after each programmed maintenance inspection.
 - e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the device and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly.
2. Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:
 - (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.
 - (b) The Council may recover from the registered proprietor in a court of competent jurisdiction:

Any expense reasonably incurred by it in exercising its powers in sub-paragraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of

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Authorised Person

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materials, machinery, tools and equipment used in conjunction with the said work. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges, and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the act or obtaining any injunction pursuant to Section 88H of the Act.

3. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

For the purpose of this covenant, "the device" means the **(Detention Basin and Bio-Retention System stormwater quality control device)** constructed and/or installed on the land as detailed on the plans approved by **Camden Council** as Subdivision Works Certificate No. **2018/738/1** on **30-06-2020**, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device(s).

TERMS OF RESTRICTION NUMBERED 8. IN THE ABOVEMENTIONED PLAN

No further development shall be permitted on the burdened lot while the burdened lot is required to contain Temporary On-Site stormwater Detention and Water Quality basin facilities. This restriction can be released from the land if no longer required for stormwater detention/water quality purposes. The above mentioned stormwater facilities need to be suitably decommissioned, filled and compacted in accordance with Council's Engineering Specifications and to the satisfaction of council before this restriction can be released with full costs of the above to be borne by the applicant.

TERMS OF RESTRICTION NUMBERED 9. IN THE ABOVEMENTIONED PLAN

No vehicular access shall be permitted to or from the burdened lot and Rickard Road.

TERMS OF RESTRICTION NUMBERED 10. IN THE ABOVEMENTIONED PLAN

The lot burdened is a residue lot and no dwelling or any other structures are permitted to be erected on the land without permission from Camden Council. Evidence of payment of section 7.11 contributions must be made prior to release by council as a final residential lot.

This restriction can be released from title with approval of Camden Council when no longer required, as determined by Council, and the cost of release shall be borne by the land owner of the lot burdened.

Approved by Camden Council

Authorised Person

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TERMS OF RESTRICTION NUMBERED 11. IN THE ABOVEMENTIONED PLAN

All approved development including earthworks, imported fill, landscaping, buildings and associated infrastructure must be carried out or constructed in accordance with section 6 of the Preliminary Salinity Assessment Report, prepared by **Geotest Services Pty Ltd** dated 3rd October 2018 held on council file **DA2018/738/1** and also the salinity Control measures contained in Council's Engineering Specifications.

TERMS OF RESTRICTION NUMBERED 12. IN THE ABOVEMENTIONED PLAN

No building shall be erected on the lot hereby burdened unless footings are designed and certified by a suitably qualified Civil and/or Structural Engineer to the requirements and satisfaction of the Camden Council.

TERMS OF EASEMENT NUMBERED 13. IN THE ABOVEMENTIONED PLAN

The terms set out in Memorandum **AK104421** are incorporated into this document subject to replacing the words 'Endeavour Energy' with 'Epsom Distribution Ministerial Holding Corporation'.

TERMS OF RESTRICTION NUMBERED 14. 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 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

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

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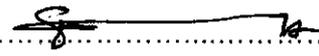
Plan of Subdivision of Lot 1 in DP1244512
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- 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 2.3 the owner provides the authority benefited with an engineer's certificate to this effect.
- 3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
 - 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
 - 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

TERMS OF RESTRICTION NUMBERED 15. IN THE ABOVEMENTIONED PLAN

- 1.0 Definitions:
 - 1.1 **erect** includes construct, install, build and maintain.
 - 1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
- 2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.
- 3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
 - 3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any

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further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

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

TERMS OF EASEMENT NUMBERED 16. IN THE ABOVE MENTIONED PLAN

Terms of Right of access as per Part 11 Schedule 4A of the Conveyancing Act 1919 as amended together with the following addition:

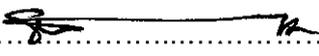
1. The easement is a temporary extension of the adjoining public road and will function as a public road in accordance with the definition of "public road" included in the Roads Act 1993 for the purposes of providing access across the easement site.
2. The easement site is made accessible to the public.
3. The easement will be extinguished upon the extension of the adjoining public road to which it relates.

TERMS OF POSITIVE COVENANT NUMBERED 17. IN THE ABOVE MENTIONED PLAN

For any new dwelling proposed on the lot burdened Mechanical Ventillation shall be provided where windows are required to be kept closed to meet internal noise levels. Mechanical Ventillation shall be required in accordance with the minimum standards prescribed by the building code of Australia and comply with Australian Standard 1668.2. Consultation shall be sort from a qualified acoustic consultant for installation of the units so as not to cause a noise nuisance.

TERMS OF POSITIVE COVENANT NUMBERED 18. IN THE ABOVE MENTIONED PLAN

Any future dwelling on the lot burdened must include the façade treatments and or mechanical ventilation requirements outlined in appendix C and D of the acoustic report titled "31 Rickard Road Leppington, Traffic Noise Assessment" prepared by Renzo Tonin and Associates, dated 17th may 2018 and held on council file under DA2018/738/1.

Approved by Camden Council 
Authorised Person

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TERMS OF POSITIVE COVENANT NUMBERED 19. IN THE ABOVEMENTIONED PLAN

With the construction of any new dwelling on the lot burdened a 2.1m high lapped and capped timber fence shall be provided along the residential boundary as illustrated in appendix B of the acoustic report titled "31 Rickard Road Leppington, Traffic Noise Assessment" prepared by Renzo Tonin and Associates, dated 17th may 2018 and held on council file under DA2018/738/1.

TERMS OF POSITIVE COVENANT NUMBERED 20. IN THE ABOVEMENTIONED PLAN

The owner of the lot burdened shall present their garbage, recycling and green waste bins for collection adjacent to the kerb in front of lots 113 and 116 at such time as the adjoining road is extended to the north and dedicated to council as public road.

TERMS OF POSITIVE COVENANT NUMBERED 21. IN THE ABOVEMENTIONED PLAN

Any driveway constructed to service the lot burdened shall be located at a minimum of 1 metre clear of any turning head facility at the northern end of the adjoining public road and the southern boundary of the lot burdened. This restriction can be released with approval of council once the mentioned turning head is no longer required and all costs of release shall be borne by the applicant.

TERMS OF RESTRICTION NUMBERED 22. IN THE ABOVEMENTIONED PLAN

Vehicular driveway access to the lot burdened is prohibited along splay corners or any other boundary other than that part of the southern boundary fronting Saturn Street.

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**NAME OF PERSONS OR AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE, VARY
OR MODIFY THE TERMS OF THE RESTRICTION NUMBERED 5. IN THE ABOVEMENTIONED
PLAN**

STEVEN ZHENG FIRST PTY LTD for such period as they are the Registered Proprietor of any
of the lots in the abovementioned plan or for the period of three years from the date of
registration of the abovementioned plan as a deposited plan whichever is the later.

**NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR MODIFY
THE TERMS OF THE EASEMENT NUMBERED 13 AND RESTRICTIONS NUMBERED 14
& 15 IN THE ABOVEMENTIONED PLAN**

EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 59 253 130 878

**NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR MODIFY
THE TERMS OF EASEMENT NUMBERED 1, 2, 3, 4, 16 & 23, POSITIVE COVENANTS
NUMBERED 7, 17, 18, 19, 20 AND 21 AND THE RESTRICTIONS NUMBERED 6, 8, 9, 10, 11,
12 & 22 IN THE ABOVEMENTIONED PLAN**

CAMDEN COUNCIL

Approved by Camden Council
Authorised Person

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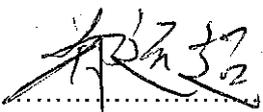
No. 14.2018.738.1 Dated 08/03/2021

SIGNATURES AND SEALS

Executed on behalf of the corporation named below
by the authorised persons whose signatures appear
below pursuant to the authority specified.

Corporation: Steven Zheng First Pty Ltd ACN: 616 745 870

Authority: Section 127 Corporations Act 2001


.....
Signature of authorised person:

.....
Signature of authorised person

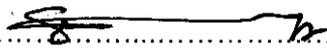
Yunchao Zheng
.....
Name of authorised person:
Office held: DIRECTOR / SECRETARY

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

SOLE

Draft

Approved by Camden Council



Authorised Person

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SIGNATURES AND SEALS

MORTGAGEE (AQ509587):

Signed for and on behalf of
Australian Commercial Mortgage
Corporation Pty Ltd ACN 109
865 590 as trustee for the
Balmain Opportunity Trust in
accordance with Section 127
of the Corporations Act 2001:



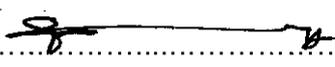
WILLIAM DAVIS - DIRECTOR



MICHAEL HOLM - DIRECTOR

Draft

Approved by Camden Council



Authorised Person

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EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 59 253 130 878

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

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

Signature of witness:

Megan Dowds

Signature of attorney:

Name of witness:

MEGAN DOWDS

Name and position of attorney:

Simon Peyton
Strategic Property Manager

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Power of attorney

Book. 4768 No. 870

Signing on behalf of:
Epsilon Distribution Ministerial
Holding Corporation
ABN 30 586 412 717

Endeavour Energy reference:

URS21503

Date of signature:

8 December 2020

Approved by Camden Council

Authorised Person

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COUNCIL

.....
Date

Signed on behalf of **Camden Council** by its authorised delegate pursuant to
Section 378 of the Local Government Act 1993

Sugule Mohamed
Name: (authorised delegate)

Sugule Mohamed
T/Leader Engineering Certification
08 MAR 2021
Camden Council

Team Leader Engineering
Position Held: (authorised delegate)

[Signature]
Signature: (authorised delegate)

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

UMESH SHRESTHA
Name: (eligible witness)

70 CENTRAL AVENUE, ORAN PARK, 2570, NSW
Address: (eligible witness)

[Signature]
Signature: (eligible witness)

REGISTERED  16/03/2021

Approved by Camden Council [Signature]
Authorised Person



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

APPLICANT: INFOTRACK
GPO BOX 4029
SYDNEY NSW 2001

Certificate number: 20234045
Reference number: 1304180
Certificate issue date: 16/06/2025
Certificate fee: \$69.00
Applicant's reference: SS-SLV25-03 Yutao 164876595#
Property number: 1186359
Applicant's email: CERTIFICATE@INFOTRACK.COM.AU

DESCRIPTION OF PROPERTY

Land Description: PLt: 127 DP: 11863563
Address: **33 Rickard Road LEPPINGTON NSW 2179**

BACKGROUND INFORMATION

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



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.

STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)

SEPP (Exempt and Complying Development Codes) 2006

SEPP (Housing) 2021

SEPP (Planning Systems) 2021

SEPP (Biodiversity and Conservation) 2021

SEPP (Resilience and Hazards) 2021

SEPP (Transport and Infrastructure) 2021

SEPP (Industry and Employment) 2021

SEPP (Resources and Energy) 2021

SEPP (Primary Production) 2021

SEPP (Precincts - Western Parkland City) 2021

SEPP (Sustainable Buildings) 2022

Note: The above SEPPs may apply subject to the relevant criteria and requirements as listed in each chapter of the policies.

LOCAL ENVIRONMENTAL PLANS (LEPs)

The land is not within a Local Environmental Plan.



DEVELOPMENT CONTROL PLANS (DCPs)

Camden Growth Centre Precincts Development Control Plan, as amended

PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)

SEPP (Housing) 2021 - Proposed amendments - manufactured home estates, caravan parks and camping grounds

SEPP (Transport and Infrastructure) 2021 – Proposed amendments – temporary uses in future infrastructure corridors; improving planning processes to deliver infrastructure faster

SEPP (Exempt and Complying Development Codes) 2008 - Proposed amendments – outdoor dining on private land and at registered clubs; complying development for farm buildings, rural sheds and earthworks; Cultural SEPP (proposed changes to support events and activities)

SEPP (Biodiversity and Conservation) 2021 – Proposed amendments - changes to deter illegal tree and vegetation clearing

PROPOSED LOCAL ENVIRONMENTAL PLANS (LEPs)

No.

DRAFT DEVELOPMENT CONTROL PLANS (DCPs)

Draft Camden Growth Centre Precincts DCP – Housekeeping Amendment

Note: The above draft SEPPs, draft LEPs or draft DCPs may apply subject to the relevant criteria and requirements as listed in each of these draft instruments.

2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

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

(a) ZONE R2 LOW DENSITY RESIDENTIAL - CAMDEN GROWTH CENTRES PRECINCT PLAN

(b) In this zone, development for the following purposes is -

(i) Permitted without consent

Home-based child care; Home occupations

(ii) Permitted with consent

Bed and breakfast accommodation; Boarding houses; Business identification signs; Centre-based child care facilities; Community facilities; Drainage; Dual occupancies; Dwelling houses; Earthworks; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Information and education facilities; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings; Veterinary hospitals; Waterbodies (artificial)



(iii) Prohibited

Any development not specified in item (i) or (ii)

(c) Whether additional permitted uses apply to the land,

No.

(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,

R2 Low Density Residential:

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

(e) Whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016,

No.

(f) Whether the land is in a conservation area however described,

No.

(g) Whether an item of environmental heritage however described, is located on the land

No.

3 CONTRIBUTIONS

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

Camden Growth Areas Contributions Plan Amendment 3.

Camden Section 7.11 Contributions Plan – Heavy Haulage 2023

Camden Section 7.12 Development Contributions Plan 2023

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 –

(a) the name of the region

No



(b) the name of the Ministerial planning order in which the region is identified

No

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area

Western Sydney Growth Areas Special Contributions Area

(4) In this section—

continued 7.23 determination means a 7.23 determination that—

- (a) has been continued in force by the Act, Schedule 4, Part 1, and
- (b) has not been repealed as provided by that part.

Note: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

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 1.18(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 one of those clauses, the reasons why it may not be carried out under that 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 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.

HOUSING CODE

Complying development MAY be carried out on the land

RURAL HOUSING CODE

Complying development MAY be carried out on the land.

LOW RISE HOUSING DIVERSITY CODE



Complying development MAY be carried out on the land.

Note: Under clause 1.19(3B) of the SEPP (Exempt and Complying Development Codes) 2008, development specified in the Low Rise Housing Diversity Code is not complying development under that code if the development is—

- (a) for the purposes of dual occupancies, and
- (b) carried out on land in Zone R2 Low Density Residential, and
- (c) permitted with development consent under SEPP (Housing) 2021, Chapter 3, Part 12 but not under another environmental planning instrument.

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development MAY be carried out on the land

GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land.

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

INLAND CODE

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

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS NEW BUILDINGS CODE

Complying development MAY be carried out on the land.

CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land.



SUBDIVISIONS CODE

Complying development MAY be carried out on the land.

DEMOLITION CODE

Complying development MAY be carried out on the land.

FIRE SAFETY CODE

Complying development MAY be carried out on the land.

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

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)(b)–(d) or 1.16A.

(2) If exempt development may be carried out on the land because of one 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.

GENERAL EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

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

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
- (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
- (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

(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.

No.

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 3.13.

No.

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

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Yes.



(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.

No response required

(3) In this section—

flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

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 inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or other 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.

LAND SLIP

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

BUSH FIRE

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

TIDAL INUNDATION

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

SUBSIDENCE



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

ACID SULFATE SOILS

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

CONTAMINATION

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

AIRCRAFT NOISE

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

SALINITY

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

COASTAL HAZARDS

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

SEA LEVEL RISE

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

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.

No.



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.

No.

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.

No.

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 the Environmental Planning and Assessment Regulation 2021, Part 10 and the Act, Schedule 7.

Not Applicable

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 the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

No.

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.

No.



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

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

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

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 the 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

Not Applicable.

20 WESTERN SYDNEY ANEFC/ANEC CONTOURS

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 Chapter, section 4.17,

No.

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

No.

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

Yes, the subject land is shown on the Obstacle Limitation Surface Map.

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

No.



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

Yes, the subject land is located within the 13 kilometre Wildlife Buffer Zone.

21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

If State Environmental 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, section 88(2).

No.

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.

No.

(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 41(1).

No.

(3) Any conditions of a 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).

No.

(4) In this section—

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

23 WATER OR SEWERAGE SERVICES

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

Not applicable.



Note: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

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

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

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

No.

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

No.

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

No.

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

No.

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

No.

DISCLAIMER AND CAUTION

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

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

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



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

Andrew Carfield
General Manager

Draft

14 June 2025

Infotrack Pty Limited

Reference number: 8004380065

Property address: 33 Rickard Rd Leppington NSW 2179

Service location print is not available

Unfortunately, we don't have a Service location print available for this property.

The fee you paid has been used to cover the cost of searching our records.

Sincerely

The Sydney Water team

Draft

14 June 2025

Infotrack Pty Limited

Reference number: 8004380064

Property address: 33 Rickard Rd Leppington NSW 2179

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Sincerely

The Sydney Water team

Draft