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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		Phone: Ref: Email:
co-agent		
vendor		
vendor's solicitor		Phone: Fax: Email: Ref:
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	8 Cato Circuit, Leppington NSW 2179 Folio Identifier 19/1280461	
	☐ VACANT POSSESSION ☒ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	☒ air conditioning	☐ clothes line	☒ fixed floor coverings	☒ range hood
	☒ blinds	☒ curtains	☐ insect screens	☐ solar panels
	☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☒ stove
	☐ ceiling fans	☐ EV charger	☐ pool equipment	☐ TV antenna
	☒ other: in ground plants			

exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Email: Ref:
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."

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser

VENDOR (COMPANY)		**PURCHASER (COMPANY)**	
Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:		**Signed** by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:	
_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person
_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person
_____ Office held	_____ Office held	_____ Office held	_____ Office held

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Choices

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

Nominated *Electronic Lodgment Network* (*ELN*) (clause 4): PEXA

Manual transaction (clause 30) ☒ NO ☐ yes
(if yes, vendor must provide further details, including any applicable exception, 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 a *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):

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List of Documents

General

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

Home Building Act 1989

- [ ] 25 insurance certificate
- [ ] 26 brochure or warning
- [ ] 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- [ ] 28 certificate of compliance
- [ ] 29 evidence of registration
- [ ] 30 relevant occupation certificate
- [ ] 31 certificate of non-compliance
- [ ] 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- [ ] 33 property certificate for strata common property
- [ ] 34 plan creating strata common property
- [ ] 35 strata by-laws
- [ ] 36 strata development contract or statement
- [ ] 37 strata management statement
- [ ] 38 strata renewal proposal
- [ ] 39 strata renewal plan
- [ ] 40 leasehold strata - lease of lot and common property
- [ ] 41 property certificate for neighbourhood property
- [ ] 42 plan creating neighbourhood property
- [ ] 43 neighbourhood development contract
- [ ] 44 neighbourhood management statement
- [ ] 45 property certificate for precinct property
- [ ] 46 plan creating precinct property
- [ ] 47 precinct development contract
- [ ] 48 precinct management statement
- [ ] 49 property certificate for community property
- [ ] 50 plan creating community property
- [ ] 51 community development contract
- [ ] 52 community management statement
- [ ] 53 document disclosing a change of by-laws
- [ ] 54 document disclosing a change in a development or management contract or statement
- [ ] 55 document disclosing a change in boundaries
- [ ] 56 information certificate under Strata Schemes Management Act 2015
- [ ] 57 information certificate under Community Land Management Act 2021
- [ ] 58 disclosure statement - off the plan contract
- [ ] 59 other document relevant to off the plan contract

Other

- [ ] 60

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

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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.

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Cooling off period (purchaser's rights)

1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.

2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—

(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or

(b) in any other case—the fifth business day after the day on which the contract was made.

3 There is NO COOLING OFF PERIOD—

(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or

(b) if the property is sold by public auction, or

(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or

(d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.

4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.

5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

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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	**NSW Department of Education**
Australian Taxation Office	**NSW Fair Trading**
Council	**Owner of adjoining land**
County Council	**Privacy**
Department of Planning and Environment	**Public Works Advisory**
Department of Primary Industries	**Subsidence Advisory NSW**
Electricity and gas	**Telecommunications**
Land and Housing Corporation	**Transport for NSW**
Local Land Services	**Water, sewerage or drainage authority**

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.**

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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 is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is 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 an *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 2017);
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*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

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

2.3 If this contract requires the purchaser to pay any of the deposit 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.

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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

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

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

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

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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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).

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
20.16 Each *party* consents to –
20.16.1 any *party* signing this contract electronically; and
20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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

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

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 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.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.

23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.

23.12 The vendor can complete and send the interest notice as agent for the purchaser.

23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
  - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

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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 earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
27.4 If consent is refused, either *party* can *rescind*.
27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
27.6 If consent is not given or refused –
27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
27.7.1 under a *planning agreement*; or
27.7.2 in the Western Division.
27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
28.3 If the plan is not registered *within* that time and in that manner –
28.3.1 the purchaser can *rescind*; and
28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening –
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

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29.8 If the *parties* cannot lawfully complete without the event happening –
29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction
30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
● Transfer
30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
● Place for completion
30.6 *Normally*, the *parties* must complete at the completion address, which is –
30.6.1 if a special completion address is stated in this contract - that address; or
30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
● Payments on completion
30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.
30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
30.10.1 the amount is to be treated as if it were paid; and
30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.
30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding
31.1 This clause applies only if –
31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a 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.

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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.

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SPECIAL CONDITIONS

1. **Amendments to printed clauses in contract**

    a. the printed conditions of this contract are to be read and construed as if:

        i. In clause 7.1.1 replace 5% with $1

        ii. Delete clause 12.2

        iii. Delete clause 14.4.2

        iv. Delete clause 24.3.3

        v. Delete clause 23.9

        vi. Delete clause 23.13

        vii. Delete clause 29

Purchaser's acknowledgement

2. a. Before signing this contract the purchaser was given an opportunity to make an inspection of the property and has inspected the property or decided not to inspect the property.

    b. The purchaser warrants that in entering into this contract the purchaser has not relied on any warranty or representation made by the vendor or anyone representing the vendor as to:

        i. the value, nature quality and condition of the property;

        ii. the suitability for any use or purpose of the property;

        iii. the rights attaching to or affecting the property;

        iv. any other matter having or which may have effect beneficial or otherwise on the property, its value or the yield from the property.

    c. The purchaser accepts the property:

        i. in its present condition and state of repair;

        ii. subject to all defects, dilapidations and infestations (if any) whether latent or patent; and

        iii. subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property.

    d. The purchaser must accept the furnishings, inclusions and chattels in their present condition and state of repair. The vendor is not liable for any loss (other than loss due to the act or default of the vendor), mechanical breakdown or fair wear and tear in respect of such items occurring after the date of this contract.

e. The purchaser cannot make any objection requisition or claim for compensation, delay this contract, or rescind or terminate in respect of any of the matters referred to in this clause.

3. **Vendor's agent**

   a. The purchaser warrants that the purchaser was not introduced to the property directly or indirectly by any agent other than the agent (if any) disclosed in this contract.

   b. If the purchaser has been introduced to the property directly or indirectly through the service of any other agent, then the purchaser is solely responsible for that other agent's commission and must indemnify the vendor against any claim for commission by that other agent and all costs incurred by the vendor as a result of any claim for commission by that other agent.

4. **Capacity**

   a. Without affecting any other right of the vendor or purchaser, it is agreed that should either of the parties prior to completion:

      i. die; or

      ii. become mentally incapacitated,

      then the other party may rescind this contract by notice in writing served on the first party's solicitor/conveyancer and the provisions of clause 19 apply; or

   b. Without affecting any other right of the vendor or purchaser, it is agreed that should either of the parties prior to completion:

      i. being an individual, be declared bankrupt, or enter into a scheme or make any assignment for the benefit of creditors; or

      ii. being a company, resolve to go into liquidation or have a petition for its winding up, or enter into any scheme or arrangement with its creditors, or should any liquidator, receiver or official manager be appointed in respect of that party,

      then that party shall be deemed to be default hereunder and the provisions of clause 9 apply.

5. **Late completion**

   a. If completion of this contract does not take place by the completion date, the purchaser must pay interest to the vendor on completion calculated on the balance of the purchase price.

   b. The rate of interest is 10% per annum computed from the completion date to the date on which completion actually incurs (inclusive).

   c. This interest is payable in addition to the balance of the purchase price and any other moneys payable by the purchaser to the vendor under the contract. The obligation to pay interest on completion is an essential term of this contract.

   d. If completion is delayed solely as a result of the vendor's default, interest is not to be charged for the period during which completion was delayed solely for this reason.

6. **Notice to complete**

    a. If either the vendor or the purchaser is entitled to serve a notice to complete on the other party, both agree that the notice may require completion to take place within any period not less than 14 days from the date on which the notice is served.

    b. A notice to complete may be revoked at any time before the expiration of the given period without prejudicing a party's right to serve a further notice.

7. **Release of deposit**

    a. Notwithstanding anything herein contained to the contrary, the deposit or any part of the deposit as the vendor may require shall be released to the vendor or as the vendor may direct. The execution of this Contract shall be a full and irrevocable authority to the stakeholder named herein to release such deposit.

8. **Deposit on exchange**

    a. If the vendor agrees in writing to accept the 10% deposit in part payments, then the 10% deposit payable under the contract shall be paid by the following instalments:

        i. 5% on the date of this contract; and

        ii. 5% before/on completion.

    b. The purchaser irrevocably agrees that the unpaid deposit so demanded by the vendor and any costs incurred by the vendor in recovering that deposit constitute a judgement debt to the vendor exercisable in any court of appropriate jurisdiction.

9. **Deposit being available on completion**

    a. If the vendor requires the deposit to be available on completion to discharge the vendor's liabilities under any mortgage associated with the property, the purchaser agrees to authorise the deposit holder to have the deposit available on settlement provided that the deposit is returned to the deposit holder's trust account in the event that the settlement is not effected as scheduled.

10. **Finance**

    a. The purchaser acknowledges that the vendor has entered into this contract in reliance of the purchaser's warranty that:

        i. the purchaser does not require to borrow monies for the purposes of this transaction; or

        ii. finance has been obtained by the purchaser which is satisfactory for the purpose of completion of this contract.

    b. The purchaser acknowledges it cannot rescind or terminate this contract by virtue of any non-availability of finance as at the completion date or at any other time.

11. **Errors in adjustments**

    a. Each party agrees that if on completion of this contract any adjustment required to be made under this contract is overlooked or incorrectly calculated they will upon request

by the other party make the correct calculation to be payable. The obligations contained in this clause shall not merge on completion.

12. **Foreign purchaser**

    a. The purchaser warrants:

        i. The purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or

        ii. The purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser,

    b. In the event of there being a breach of this warranty, whether deliberately or unintentionally, the purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or costs which may be incurred by the vendor as a consequence thereof.

    c. This warranty and indemnity shall not merge on completion.

13. **Survey report**

    a. The vendor does not have a survey report in relation to the property.

    b. The vendor need not do anything to obtain or assist the purchaser to obtain a survey report.

    c. The purchaser must satisfy itself on all matters relating to any survey report and cannot make an objection or claim or requisition or rescind or terminate in respect of any survey report which the purchaser obtains.

14. **Building certificate**

    a. The vendor does not have a building certificate in respect of improvements.

    b. The purchaser is not entitled to require the vendor to:

        i. apply for or do anything to obtain a building certificate; nor

        ii. comply with the local council's requirements for the issue of a building certificate.

    c. Completion of this contract is not conditional on the vendor or the purchaser obtaining a building certificate in respect of the improvements.

15. **Attached documents**

    a. The purchaser shall make no requisition or claim for compensation nor delay completion of or rescind or terminate this contract in respect of any matter disclosed in any documents attached to this contract.

    b. The purchaser warrants to the vendor that it has familiarised itself with the documents attached to this contract.

c. The vendor does not warrant the documents attached to this contract are accurate, complete or up to date.

16. **Requisitions**

a. For the purposes of clause 5, the purchaser agrees to make the *requisitions* in the form annexed to this contract; and

b. For the purposes of standard clause 5, the vendor is deemed to have complied with its obligations to the purchaser.

17. **Entire agreement**

a. The parties acknowledge that the terms and conditions set out in this contract contain the entire agreement as concluded between the parties as at the date of this contract despite any negotiations or discussions held or documents signed or brochures produced or statements made prior to the execution of this contract.

b. The purchaser expressly acknowledges they have not been induced to enter into this contract by any representation (verbal or otherwise) made on behalf of the vendor which is not included in this contract or any schedules or attachments or documents identified in this contract.

18. **Caveat**

a. The purchaser shall not lodge a Caveat on the title to protect its interest under this Contract.

b. In the event that the purchaser does lodge a Caveat, the purchaser irrevocably appoints the vendor or his nominee as the Purchaser's Attorney for the purposes of executing a withdrawal of such Caveat.

19. **Prohibition**

a. The Purchaser must not, at any time prior to Completion:

i. list the Property for sale;

ii. Transfer the Property, or its rights and/or interests under this Contract, or agree to Transfer them; and/or

iii. enter into any agreement with a third party which has the effect referred to in in a. and or b. above

without the prior written consent of the Vendor (which may be withheld in its absolute discretion).

b. The Vendor and Purchaser agree that:

i. a breach of the warranties set out in this Special Condition; or

ii. submission by the Purchaser of a real property transfer not in conformity with this Contract is a breach of an essential terms of this Contract.

20. **Guarantee and indemnity**

a. If the purchaser is a corporation (and not listed on the Australian Stock Exchange) each person executing this contract in respect of the purchaser separately indemnifies the vendor against all losses, damages, liabilities, costs and expenses incurred by the vendor if the purchaser breaches this contract.

21. **Goods and Services Tax (GST)**

a. Notwithstanding printed clause 13, the purchase price and any other amount referred to in this Contract or any adjustment to be made under this Contract is expressed to be exclusive of GST.

b. The purchaser further agrees not to make any claim, requisition or objection in relation to the special levy or the condition of the building or common property giving rise to the special levy.

22. **ELECTRONIC SIGNATURE**

"Electronic Signature" means any visual representation of a person's handwritten signature which is placed on this contract or accompanies this contract including a scan or facsimile or photograph of the person's handwritten signature or by using a digital signing platform like DocuSign or other electronic digital signing platform or signing the screen of an iPad or similar electronic device, and "Electronically Signed" has a corresponding meaning.

22.1. CONSENT AND EXECUTION (ELECTRONIC SIGNATURE)

(a) The parties consent to this contract and any document and notice under or relating this contract being signed by or on behalf of a party by an Electronic Signature.

(b) A party to this contract that is a company may sign this contract and any document and notice under or relating this contract by Electronic Signature of:

(i) 2 directors of the company; or

(ii) a director and a company secretary of the company; or

(iii) for a proprietary company that has a sole director who is also the sole company secretary, that director.

(c) Where an Electronic Signature has been used to sign this and any document and notice under or relating this contract, the parties warrant that their Electronic Signature was used to:

(i) identify and authenticate the person signing;

(ii) where the party is an individual, indicate that the person, intended to be bound by the terms of this contract and the document and notice; and

(iii) where the party is a company, the person or persons intended to bind the company to the terms of this contract and the document and notice.

(d) Each party warrants that the placing of their Electronic Signature in accordance with this contract constitutes delivery of this contract by the individual or the company (as the case may be).

(e) This contract may be Electronically Signed or executed in wet ink in any number of counterparts. All counterparts, taken together, constitute one instrument.

(f) Where this contract and any document and notice under or relating this contract is required by law to be in physical form, the parties agree that a printout of an Electronically Signed copy of this contract and any document and notice under or relating this contract notice satisfies that requirement.

(g) A party may execute this contract by signing any counterpart.

(h) This contract is binding on the parties on exchange of counterparts. A copy of a counterpart sent by facsimile machine or that is electronically scanned and emailed:

(i) must be treated as an original counterpart;

(ii) is sufficient evidence of the execution of the original; and

(iii) may be produced in evidence for all purposes in place of the original.

23. ELECTRONIC EXCHANGE (EXCHANGE BY EMAIL)

23.1 The parties acknowledge that with the Covid-19 pandemic impacting on law firms and solicitors working remotely, it is becoming more difficult to effect physical exchange of contracts and paying the deposit by cheque.

23.2 The parties accordingly agree that exchange of contracts may occur electronically by:

(a) The deposit being paid to the deposit holder electronically prior to exchange, on the basis that no legal obligations will arise until exchange of formal contracts; and

(b) The purchaser's solicitor emailing the vendor's solicitor the following documents by way of commencement of exchange:

(i) The contract for sale duly executed by the purchaser and witnessed; and

(ii) Deleted.

(iii) Confirmation that the deposit has been paid to the deposit holder, together with a statement by the purchaser's solicitor in the body of the email to the effect that the documents are forwarded to the vendor's solicitor on the basis that:

(iv) The purchaser intends to be legally bound on the photocopy of their signature from the exchange date; and

(v) No legal obligations between the parties will arise until the purchaser's solicitor receives from the vendor's solicitor by return email a contract for sale in identical terms to the contract for sale attached to the purchaser's solicitor email duly executed by the vendor by way of completion of exchange, together with a statement by the vendor's solicitor that the

vendor intends to be legally bound on the photocopy of their signature from the exchange date.

23.3 The parties agree that they become legally bound by this contract upon the vendor's solicitor complying with clause 42.2(b)(v), and this contract for sale will be dated the same date.

23.4 The parties agree that there is no need for the parties' solicitors to forward to each other the original signed contract, but they may do so if they wish. Failure by either party to forward to the other the original signed contract in no way derogates from the legally binding contract which is formed on electronic exchange of the contract for sale.

24. Section 184/Section 26 Certificate (Strata/Community Title)

The Vendor is not obliged to provide a Section 184/Section 26 Certificate to the Purchaser, however authorises the Purchaser to apply for the Section 184/Section 26 Certificate at their own cost.

25. Attach hereto:

(1) Final Occupation Certificate
(2) Home Owners Warranty
(3) Electric Plan
(4) Construction Plan
(5) Certificate of Compliance for plumbing and drainage

26. Consent to assignment of lease

26.1 The purchaser will consent after completion to the Assignment of the Assignor's entire interest in the attached Lease to the Assignee effective on the Assignment Date subject to Deed of Consent to Assignment of Lease.

26.2 The consent does not alter the purchaser's rights under the Lease.

26.3 This clause will not merge on completion.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 19/1280461

SEARCH DATE	TIME	EDITION NO	DATE
8/7/2024	1:51 PM	4	28/2/2023

LAND

LOT 19 IN DEPOSITED PLAN 1280461
AT LEPPINGTON
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF MINTO COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1280461

FIRST SCHEDULE

MARDANHEN PTY LIMITED

SECOND SCHEDULE (9 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP1259193 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
3 DP1259193 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
4 DP1259193 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
5 DP1259193 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
6 DP1259193 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (18) IN THE S.88B INSTRUMENT
7 DP1259193 EASEMENT FOR SUPPORT , MAINTENANCE & REPAIR 0.9 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
* 8 AR336397 CAVEAT BY HOMEWORLD LEPPINGTON PTY LTD
* AS127314 CAVEATOR CONSENTED
* AS888721 CAVEATOR CONSENTED
9 AS888721 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

dddcbalog PRINTED ON 8/7/2024

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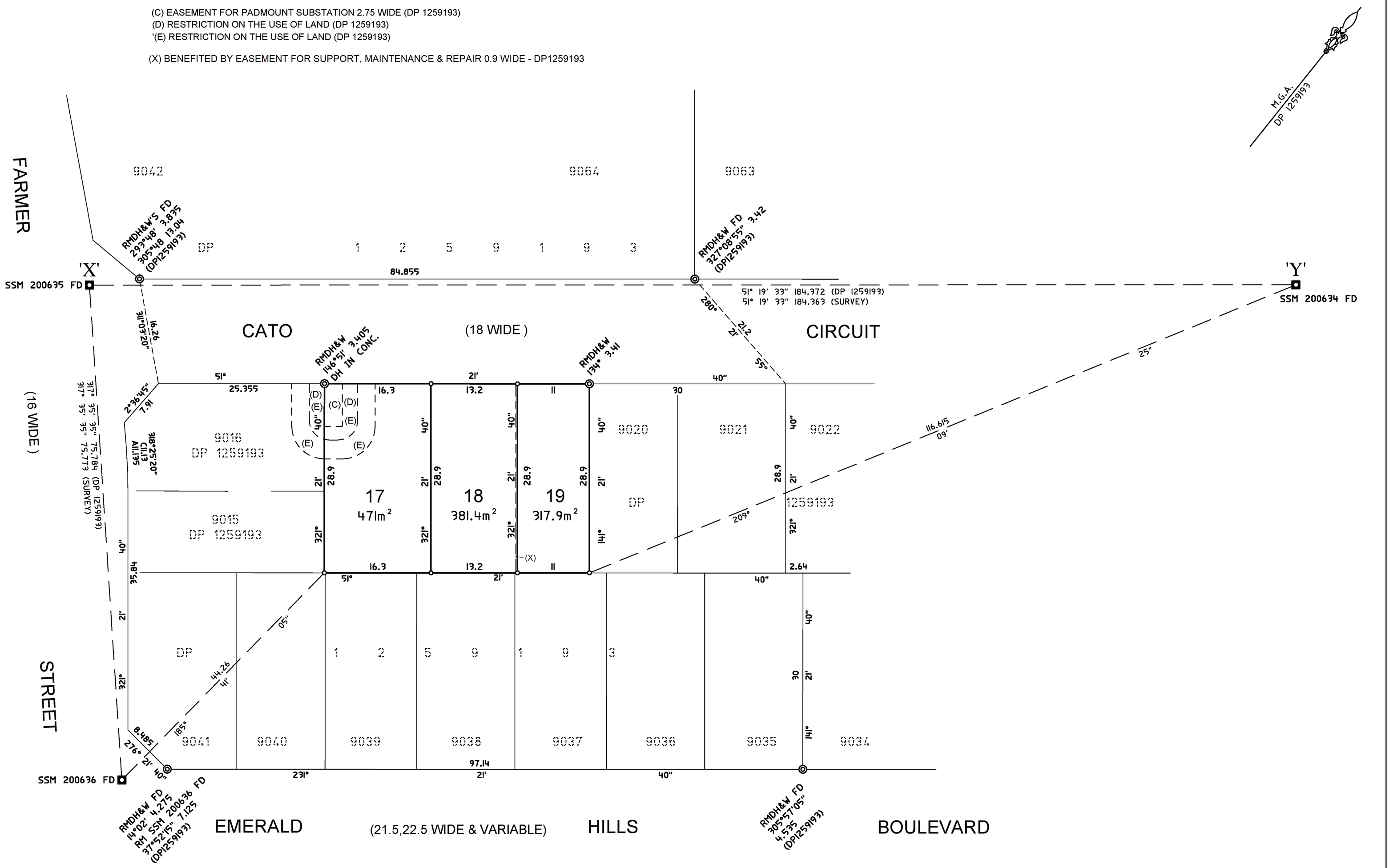
(C) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP 1259193)
(D) RESTRICTION ON THE USE OF LAND (DP 1259193)
'(E) RESTRICTION ON THE USE OF LAND (DP 1259193)

(X) BENEFITED BY EASEMENT FOR SUPPORT, MAINTENANCE & REPAIR 0.9 WIDE - DP1259193



COORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
SSM 200634	296 860.3	6 237 440.1	E	N/A	SCIMS	FOUND
SSM 200635	296 716.4	6 237 324.8	E	N/A	SCIMS	FOUND
SSM 200636	296 767.5	6 237 268.9	E	N/A	SCIMS	FOUND
DATE OF SCIMS COORDINATES: 23-08-2021 MGA ZONE: 56 MGA DATUM: GDA2020 COMBINED SCALE FACTOR: 1.000087						

10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR
Name: RUSSELL COLIN TIESLER
Date of Survey: 26 OCTOBER 2021
Surveyor's Ref: 21515DP

PLAN OF SUBDIVISION OF LOTS 9017, 9018 AND 9019 IN DP 1259193

LGA: CAMDEN
Locality: LEPPINGTON
Reduction Ratio 1:400
Lengths are in metres.

REGISTERED
11/03/2022

DP1280461

Req:R697119 /Doc:DP 1280461 P /Rev:11-Mar-2022 /NSW LRS /Prt:08-Jul-2024 09:35 /Seq:1 of 3
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Req:R697119 /Doc:DP 1280461 P /Rev:11-Mar-2022 /NSW LRS /Prt:08-Jul-2
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PLAN FORM 6 (2020) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

Registered: 11/03/2022

Title System: TORRENS

Office Use Only

DP1280461

PLAN OF SUBDIVISION OF LOT 9017, 9018 AND 9019 IN DP 1259193

LGA: CAMDEN

Locality: LEPPINGTON

Parish: MINTO

County: CUMBERLAND

Survey Certificate

I, RUSSELL COLIN TIESLER .....

of 1/147 KEMBLA STREET, WOLLONGONG NSW 2500 .....

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 26 October 2021 ..... , or

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

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

Datum Line: 'X' – 'Y' .....

Type: *Urban/~~*Rural~~

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

Signature: ..... Dated: 29/10/2021 ....

Surveyor Identification No: 2104.....
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

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

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, Sugule Mohamed .....

Authorised Person/~~General Manager~~/*~~Registered Certifier~~, certify that the provisions of s.6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Registration number: .....

Consent Authority: CAMDEN COUNCIL

Date of endorsement: 07/03/2022

Subdivision Certificate number: 14.2021.1497.1

File number: DA/2021/1497/1

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP1259193

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

Surveyor's Reference: 21515DP

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

Req:R697119 /Doc:DP 1280461 P /Rev:11-Mar-2022 /NSW LRS /Prt:08-Jul-2
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 2 sheet(s)

Office Use Only

Registered: 11/03/2022

Office Use Only

DP1280461

PLAN OF SUBDIVISION OF LOT 9017, 9018 AND 9019 IN DP 1259193

Subdivision Certificate number: 14.2021.1497.1

Date of Endorsement: 07/03/2022

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.

STREET ADDRESS SCHEDULE

LOT NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
17	4	CATO	CIRCUIT	LEPPINGTON
18	6	CATO	CIRCUIT	LEPPINGTON
19	8	CATO	CIRCUIT	LEPPINGTON

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:

1. RESTRICTIONS ON THE USE OF LAND

AND TO RELEASE:

1. EASEMENT FOR SUPPORT, MAINTENANCE & REPAIR 0.9 WIDE CREATED BY DP 1259193

Executed for and on behalf of

MARDANHEN PTY LIMITED

(~~ACN~~ OR ABN 116 418 827 33

Signature

MARK MALONEY

Authorised Person

SOLE DIRECTOR / SECRETARY

Office Held

Signature

Authorised Person

Office Held

Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 21515DP

Req:R697120 /Doc:DP 1280461 B /Rev:11-Mar-2022 /NSW LRS /Prt:08-Jul-2024 09:36 /Seq:1 of 3
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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: DP1280461

Plan of Subdivision of Lots 9017, 9018 and 9019 in DP 1259193 covered by Subdivision Certificate No. 14.2021.1497.1

Full name and address of the owner(s) of the land:

Mardanhen Pty Limited
342 Unwins Bridge Road
Tempe NSW 2044

Part 1 (Creation)

Number of Item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on the Use of Land	18	Camden Council

Part 2 (Terms)

1. Terms of Restriction on the use of land numbered 1 in the plan

No dwelling shall be constructed on the lots burdened unless such dwelling is in accordance with the plans approved under Development Consent DA/2021/1497/1

Name of Authority empowered to release, vary or modify the restriction numbered 1 referred to in the plan

Camden Council

Part 1A (Release)

Number of Item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for support, maintenance and repair 0.9 wide created by DP1259193	9019/1259193	9018/1259193

.....
~~General Manager~~ / Authorised Person

07/03/2022
Date

Req:R697120 /Doc:DP 1280461 B /Rev:11-Mar-2022 /NSW LRS /Prt:08-Jul-2024 09:36 /Seq:2 of 3
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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: DP1280461

Plan of Subdivision of Lots 9017, 9018 and 9019 in DP 1259193 covered by Subdivision Certificate No. 14.2021.1497.1

Executed for and on behalf of

MARDANHEN PTY LIMITED

(ACN OR ABN 11 641 882 733)

Signature	Signature
MARK MALONEY	
Authorised Person	Authorised Person
SOLE DIRECTOR/SECRETARY	
Office Held	Office Held

~~General Manager~~ / Authorised Person

07/03/2022
Date

Req:R697120 /Doc:DP 1280461 B /Rev:11-Mar-2022 /NSW LRS /Prt:08-Jul-2024 09:36 /Seq:3 of 3
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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: DP1280461

Plan of Subdivision of Lots 9017, 9018 and 9019 in DP 1259193 covered by Subdivision Certificate No. 14.2021.1497.1

Council Name: Camden Council
Authority: Section ~~377~~ / 378** of the Local Government Act 1993

Signature of Delegate

Sugule Mohamed
Name of Delegate

Sugule Mohamed
T/Leader Engineering Certification
07 MAR 2022
Camden Council

Team Leader Engineering
Position

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

Signature of Witness

CHRISTIAN CATTARIN
Name of Witness

Position

70 CENTRAL AVE, ORAN PARK, NSW, 2570
Address of Witness

** *Strike through inapplicable item*

REGISTERED: 11/03/2022

~~General Manager~~ / Authorised Person

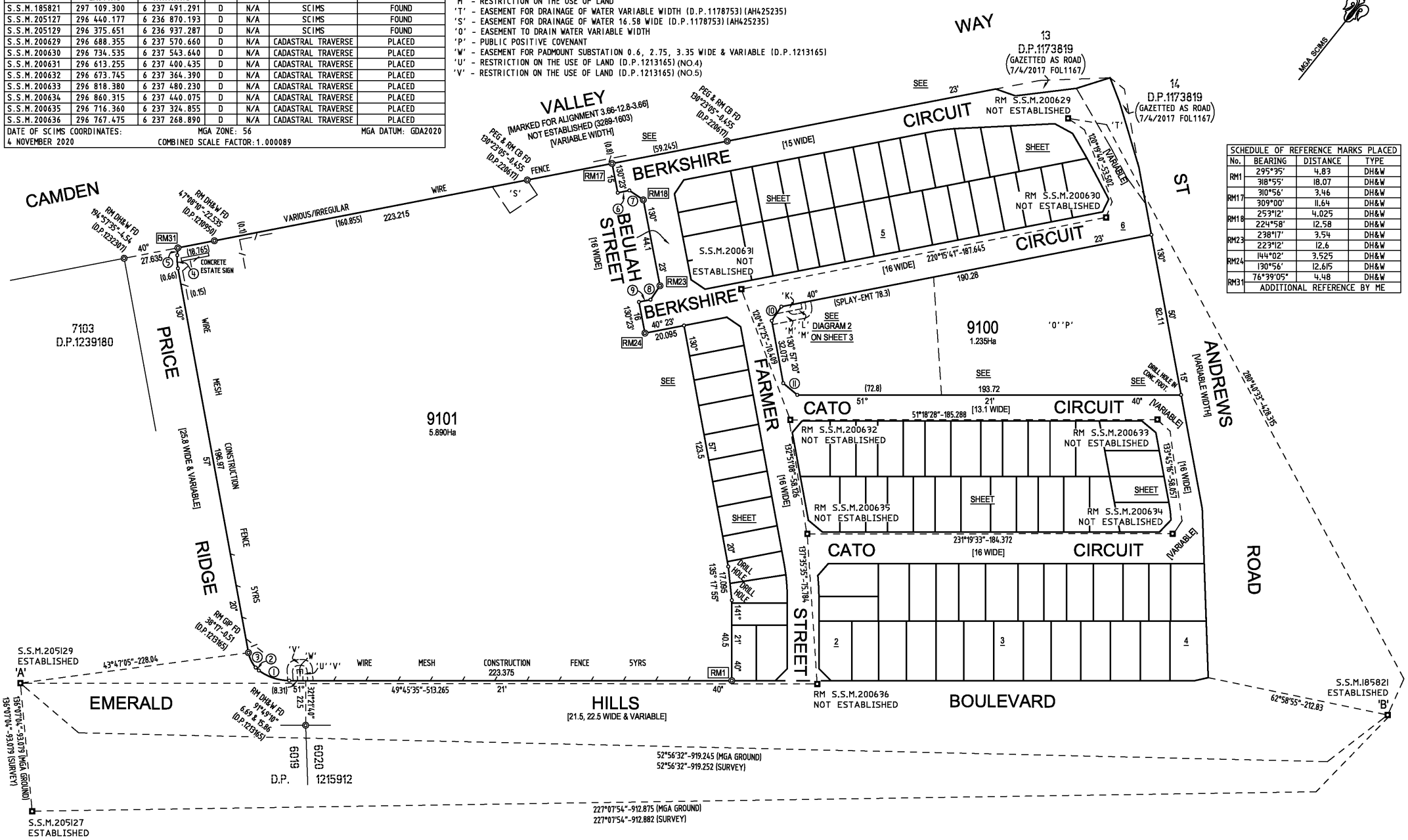
07/03/2022
Date

COORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
S.S.M.185821	297 109.300	6 237 491.291	D	N/A	SCIMS	FOUND
S.S.M.205127	296 440.177	6 236 870.193	D	N/A	SCIMS	FOUND
S.S.M.205129	296 375.651	6 236 937.287	D	N/A	SCIMS	FOUND
S.S.M.200629	296 688.355	6 237 570.660	D	N/A	CADASTRAL TRAVERSE	PLACED
S.S.M.200630	296 734.535	6 237 543.640	D	N/A	CADASTRAL TRAVERSE	PLACED
S.S.M.200631	296 613.255	6 237 400.435	D	N/A	CADASTRAL TRAVERSE	PLACED
S.S.M.200632	296 673.745	6 237 364.390	D	N/A	CADASTRAL TRAVERSE	PLACED
S.S.M.200633	296 818.380	6 237 480.230	D	N/A	CADASTRAL TRAVERSE	PLACED
S.S.M.200634	296 860.315	6 237 440.075	D	N/A	CADASTRAL TRAVERSE	PLACED
S.S.M.200635	296 716.360	6 237 324.855	D	N/A	CADASTRAL TRAVERSE	PLACED
S.S.M.200636	296 767.475	6 237 268.890	D	N/A	CADASTRAL TRAVERSE	PLACED

DATE OF SCIMS COORDINATES: MGA ZONE: 56 MGA DATUM: GDA2020
4 NOVEMBER 2020 COMBINED SCALE FACTOR:1.000089

SCHEDULE OF EASEMENTS

'K' - EASEMENT FOR PADMOUNT SUBSTATION 3 WIDE
'L' - RESTRICTION ON THE USE OF LAND
'M' - RESTRICTION ON THE USE OF LAND
'T' - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (D.P.1178753)(AH425235)
'S' - EASEMENT FOR DRAINAGE OF WATER 16.58 WIDE (D.P.1178753)(AH425235)
'O' - EASEMENT TO DRAIN WATER VARIABLE WIDTH
'P' - PUBLIC POSITIVE COVENANT
'W' - EASEMENT FOR PADMOUNT SUBSTATION 0.6, 2.75, 3.35 WIDE & VARIABLE (D.P.1213165)
'U' - RESTRICTION ON THE USE OF LAND (D.P.1213165)(NO.4)
'V' - RESTRICTION ON THE USE OF LAND (D.P.1213165)(NO.5)



SCHEDULE OF REFERENCE MARKS PLACED			
No.	BEARING	DISTANCE	TYPE
RM1	295°35'	4.83	DH&W
	318°55'	18.07	DH&W
RM17	310°56'	3.46	DH&W
	309°00'	11.64	DH&W
RM18	253°12'	4.025	DH&W
	224°58'	12.58	DH&W
RM23	238°17'	3.54	DH&W
	223°12'	12.6	DH&W
RM24	144°02'	3.525	DH&W
	130°56'	12.615	DH&W
RM31	76°39'05"	4.48	DH&W
ADDITIONAL REFERENCE BY ME			

SCHEDULE OF SHORT CURVED LINES				
No.	BEARING	DISTANCE	ARC	RADIUS
1	70°40'10"	16.865	17.185	25.5
2	93°33'	0.685	0.685	5.5
3	114°02'20"	9.02	9.155	15.5
4	138°27'	6.65	6.67	25.5

SCHEDULE OF SHORT LINES		
No.	BEARING	DISTANCE
5	145°56'45"	3.725
6	40°23'	6
7	85°23'	8.485
8	355°23'	8.485
9	220°23'	6
10	175°40'10"	8.53
11	271°09'30"	9.22

SURVEYOR
Name: AARON MICHAEL HAWKE
Date: 1-12-2020
Reference: 60279

PLAN OF
SUBDIVISION OF LOT 20 IN D.P.1261448
AND LOT 100 IN D.P.1215914
AND LOT 2150 IN D.P.1213165

LGA: CAMDEN
Locality: LEPPINGTON
Reduction Ratio: 1: 1250
Lengths are in metres

Registered
30/03/2021

DP1259193

Req:R700300 /Doc:DP 1259193 P /Rev:30-Mar-2021 /NSW LRS /Pgs:ALL /Prt:08-Jul-2024 13:50 /Seq:1 of 13
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CAD REF: V:\Autocad-Current\DATA\60279 Emerald Hills Stage 9\Autocad\60279-S01 [00] - AMH - G1.dwg

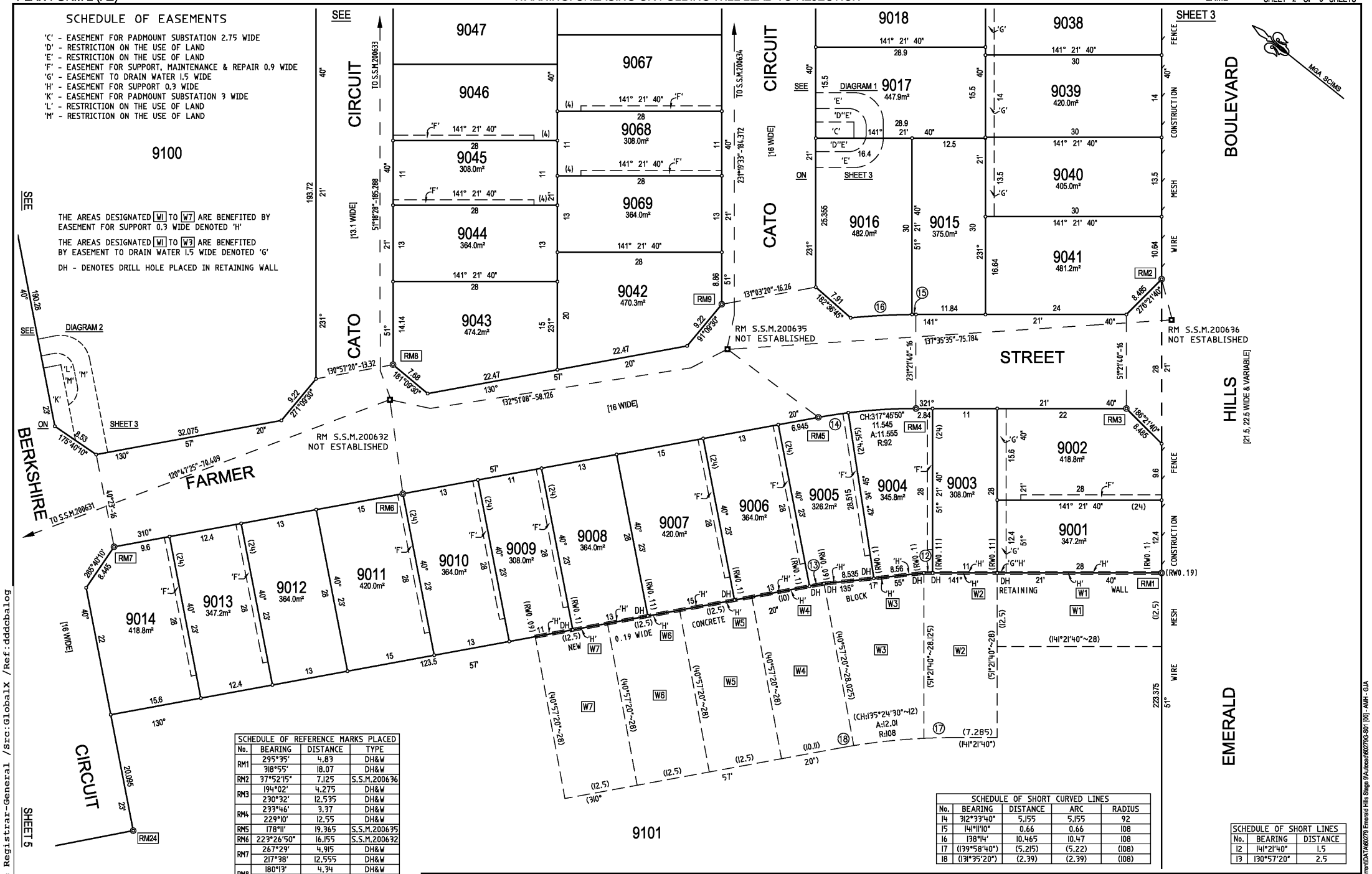
SCHEDULE OF EASEMENTS

'C' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
'D' - RESTRICTION ON THE USE OF LAND
'E' - RESTRICTION ON THE USE OF LAND
'F' - EASEMENT FOR SUPPORT, MAINTENANCE & REPAIR 0.9 WIDE
'G' - EASEMENT TO DRAIN WATER 1.5 WIDE
'H' - EASEMENT FOR SUPPORT 0.3 WIDE
'K' - EASEMENT FOR PADMOUNT SUBSTATION 3 WIDE
'L' - RESTRICTION ON THE USE OF LAND
'M' - RESTRICTION ON THE USE OF LAND

THE AREAS DESIGNATED W1 TO W7 ARE BENEFITED BY EASEMENT FOR SUPPORT 0.3 WIDE DENOTED 'H'

THE AREAS DESIGNATED W1 TO W3 ARE BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE DENOTED 'G'

DH - DENOTES DRILL HOLE PLACED IN RETAINING WALL



SCHEDULE OF REFERENCE MARKS PLACED			
No.	BEARING	DISTANCE	TYPE
RM1	295°35'	4.83	DH&W
	318°55'	18.07	DH&W
RM2	37°52'15"	7.125	S.S.M.200636
RM3	194°02'	4.275	DH&W
	230°32'	12.535	DH&W
RM4	233°46'	3.37	DH&W
	229°10'	12.55	DH&W
RM5	178°11'	19.365	S.S.M.200635
RM6	223°26'50"	16.155	S.S.M.200632
RM7	267°29'	4.915	DH&W
	217°38'	12.555	DH&W
RM8	180°13'	4.34	DH&W
	121°56'	12.25	DH&W
RM9	293°48'	3.835	DH&W
	305°48'	13.04	DH&W
RM24	144°02'	3.525	DH&W
	130°56'	12.615	DH&W

SCHEDULE OF SHORT CURVED LINES				
No.	BEARING	DISTANCE	ARC	RADIUS
14	312°33'40"	5.155	5.155	92
15	141°11'10"	0.66	0.66	108
16	138°14'	10.465	10.47	108
17	(139°58'40")	(5.215)	(5.22)	(108)
18	(131°35'20")	(2.39)	(2.39)	(108)

SCHEDULE OF SHORT LINES		
No.	BEARING	DISTANCE
12	141°21'40"	1.5
13	130°57'20"	2.5

SURVEYOR	PLAN OF	LGA: CAMDEN	Registered	
Name: AARON MICHAEL HAWKE	SUBDIVISION OF LOT 20 IN D.P.1261448	Locality: LEPPINGTON	30/03/2021	DP1259193
Date: 1-12-2020	AND LOT 100 IN D.P.1215914	Reduction Ratio: 1: 400		
Reference: 60279	AND LOT 2150 IN D.P.1213165	Lengths are in metres		

Req:R700300 /Doc:DP 1259193 P /Rev:30-Mar-2021 /NSW LRS /Pgs:ALL /Prt:08-Jul-2024 13:50 /Seq:2 of 13
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CAD REF: V:\Autocad-Current\DATA\60279 Emerald Hills Stage 9\Autocad\60279G-S07 [00] - AMH - GJA

DP1259193

SCHEDULE OF EASEMENTS

- 'C' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- 'D' - RESTRICTION ON THE USE OF LAND
- 'E' - RESTRICTION ON THE USE OF LAND
- 'F' - EASEMENT FOR SUPPORT, MAINTENANCE & REPAIR 0.9 WIDE
- 'G' - EASEMENT TO DRAIN WATER 1.5 WIDE
- 'K' - EASEMENT FOR PADMOUNT SUBSTATION 3 WIDE
- 'L' - RESTRICTION ON THE USE OF LAND
- 'M' - RESTRICTION ON THE USE OF LAND
- 'O' - EASEMENT TO DRAIN WATER VARIABLE WIDTH
- 'P' - PUBLIC POSITIVE COVENANT

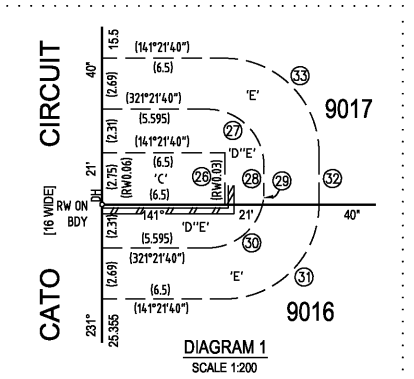


DIAGRAM 1
SCALE 1:200

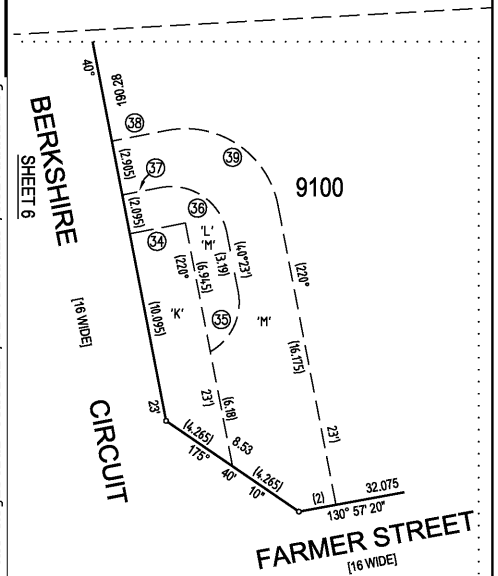
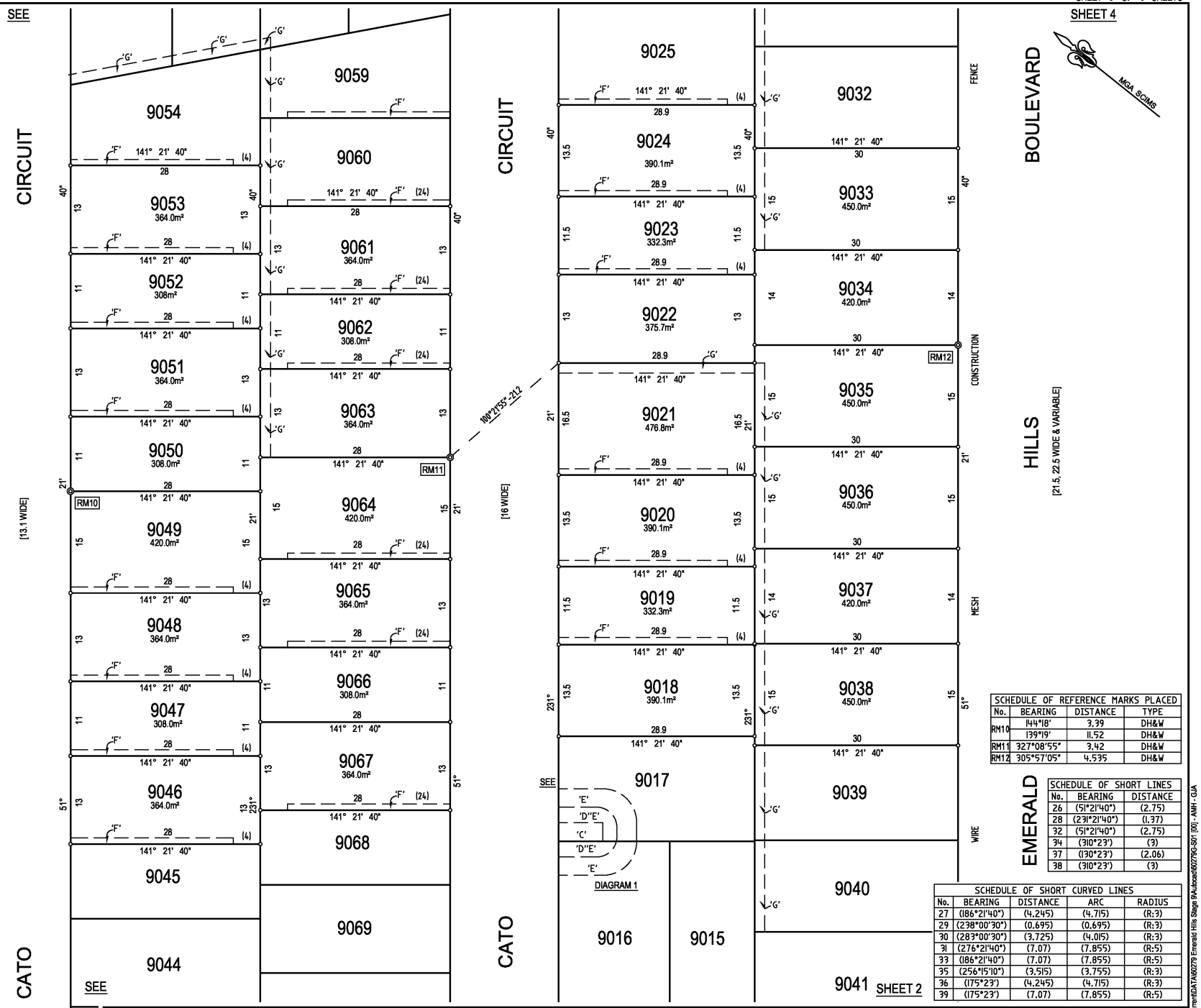


DIAGRAM 2
SCALE 1:200



SCHEDULE OF REFERENCE MARKS PLACED			
No.	BEARING	DISTANCE	TYPE
RM10	144°18'	3.39	DH&W
	139°19'	11.52	DH&W
RM11	327°08'55"	3.42	DH&W
RM12	305°57'05"	4.535	DH&W

SCHEDULE OF SHORT LINES		
No.	BEARING	DISTANCE
26	(51°21'40")	(2.75)
28	(231°21'40")	(1.37)
32	(51°21'40")	(2.75)
34	(310°23')	(3)
37	(130°23')	(2.06)
38	(310°23')	(3)

SCHEDULE OF SHORT CURVED LINES				
No.	BEARING	DISTANCE	ARC	RADIUS
27	(186°21'40")	(4.245)	(4.715)	(R:3)
29	(238°00'30")	(0.695)	(0.695)	(R:3)
30	(283°00'30")	(3.725)	(4.015)	(R:3)
31	(276°21'40")	(7.07)	(7.855)	(R:5)
33	(186°21'40")	(7.07)	(7.855)	(R:5)
35	(256°15'10")	(3.515)	(3.755)	(R:3)
36	(175°23')	(4.245)	(4.715)	(R:3)
39	(175°23')	(7.07)	(7.855)	(R:5)

EMERALD

SURVEYOR	PLAN OF	LGA: CAMDEN	Registered
Name: AARON MICHAEL HAWKE	SUBDIVISION OF LOT 20 IN D.P.1261448	Locality: LEPPINGTON	30/03/2021
Date: 1-12-2020	AND LOT 100 IN D.P.1215914	Reduction Ratio: 1: 400	DP1259193
Reference: 60279	AND LOT 2150 IN D.P.1213165	Lengths are in metres	

DP1259193

CAD REF: V:\Autocad-Current\DATA\60279 Emerald Hills Stage 9\Autocad\60279G-S01 [00] - AMH - GJA

Req:R700300 /Doc:DP 1259193 P /Rev:30-Mar-2021 /NSW LRS /Pgs:ALL /Prt:08-Jul-2024 13:50 /Seq:3 of 13
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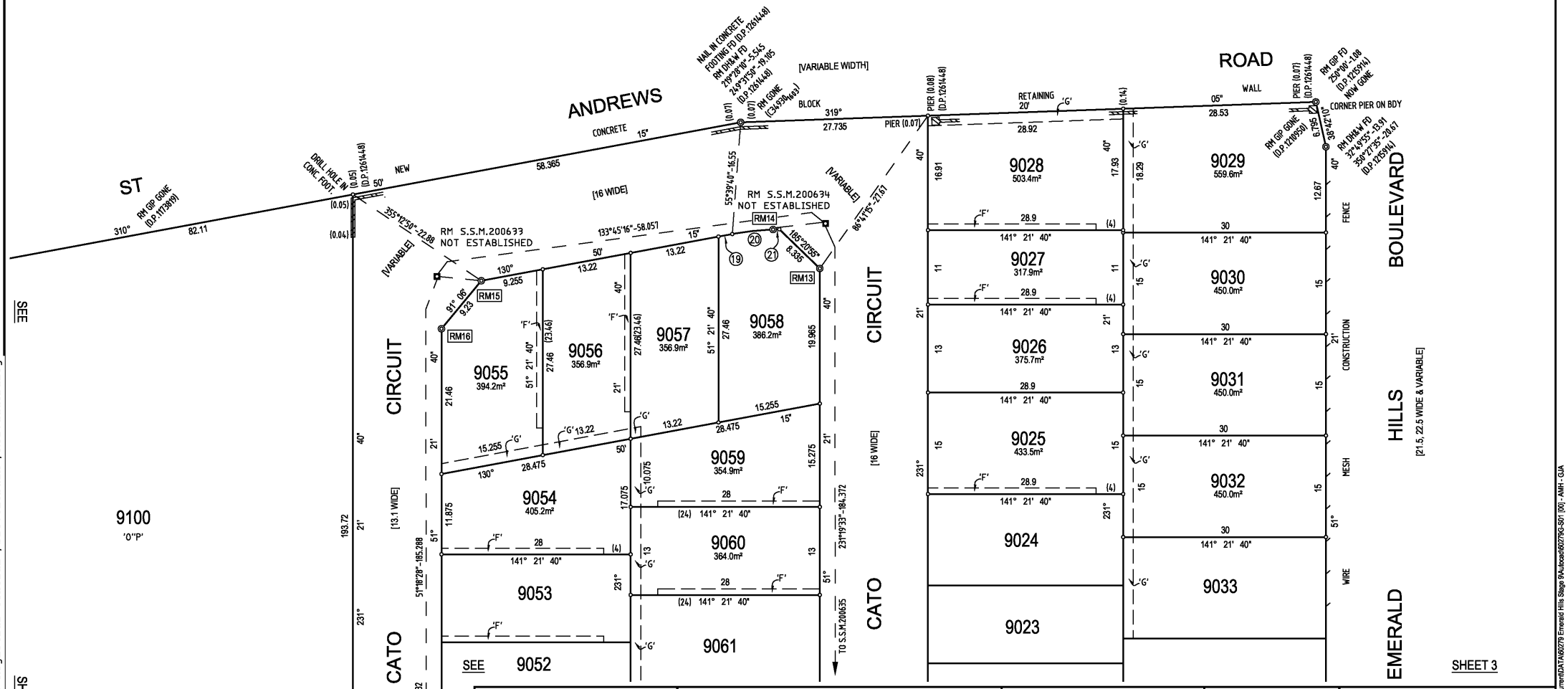
SCHEDULE OF EASEMENTS

'F' - EASEMENT FOR SUPPORT, MAINTENANCE & REPAIR 0.9 WIDE
'G' - EASEMENT TO DRAIN WATER 1.5 WIDE
'O' - EASEMENT TO DRAIN WATER VARIABLE WIDTH
'P' - PUBLIC POSITIVE COVENANT

SCHEDULE OF REFERENCE MARKS PLACED			
No.	BEARING	DISTANCE	TYPE
RM13	6°39'	4.85	DH&W
	318°09'	12.57	DH&W
RM14	314°54'15"	7.795	S.S.M.200634
RM15	147°52'30"	6.66	S.S.M.200633
RM16	107°53'	4.075	DH&W
	140°33'	12.525	DH&W

SCHEDULE OF SHORT CURVED LINES				
No.	BEARING	DISTANCE	ARC	RADIUS
20	135°05'10"	6.075	6.08	41

SCHEDULE OF SHORT LINES		
No.	BEARING	DISTANCE
19	130°50'15"	2.08
21	139°20'05"	0.92



SURVEYOR	PLAN OF	LGA: CAMDEN	Registered	
Name: AARON MICHAEL HAWKE	SUBDIVISION OF LOT 20 IN D.P.1261448	Locality: LEPPINGTON	30/03/2021	DP1259193
Date: 1-12-2020	AND LOT 100 IN D.P.1215914	Reduction Ratio: 1: 400		
Reference: 60279	AND LOT 2150 IN D.P.1213165	Lengths are in metres		

Req:R700300 /Doc:DP 1259193 P /Rev:30-Mar-2021 /NSW LRS /Pgs:ALL /Prt:08-Jul-2024 13:50 /Seq:4 of 13
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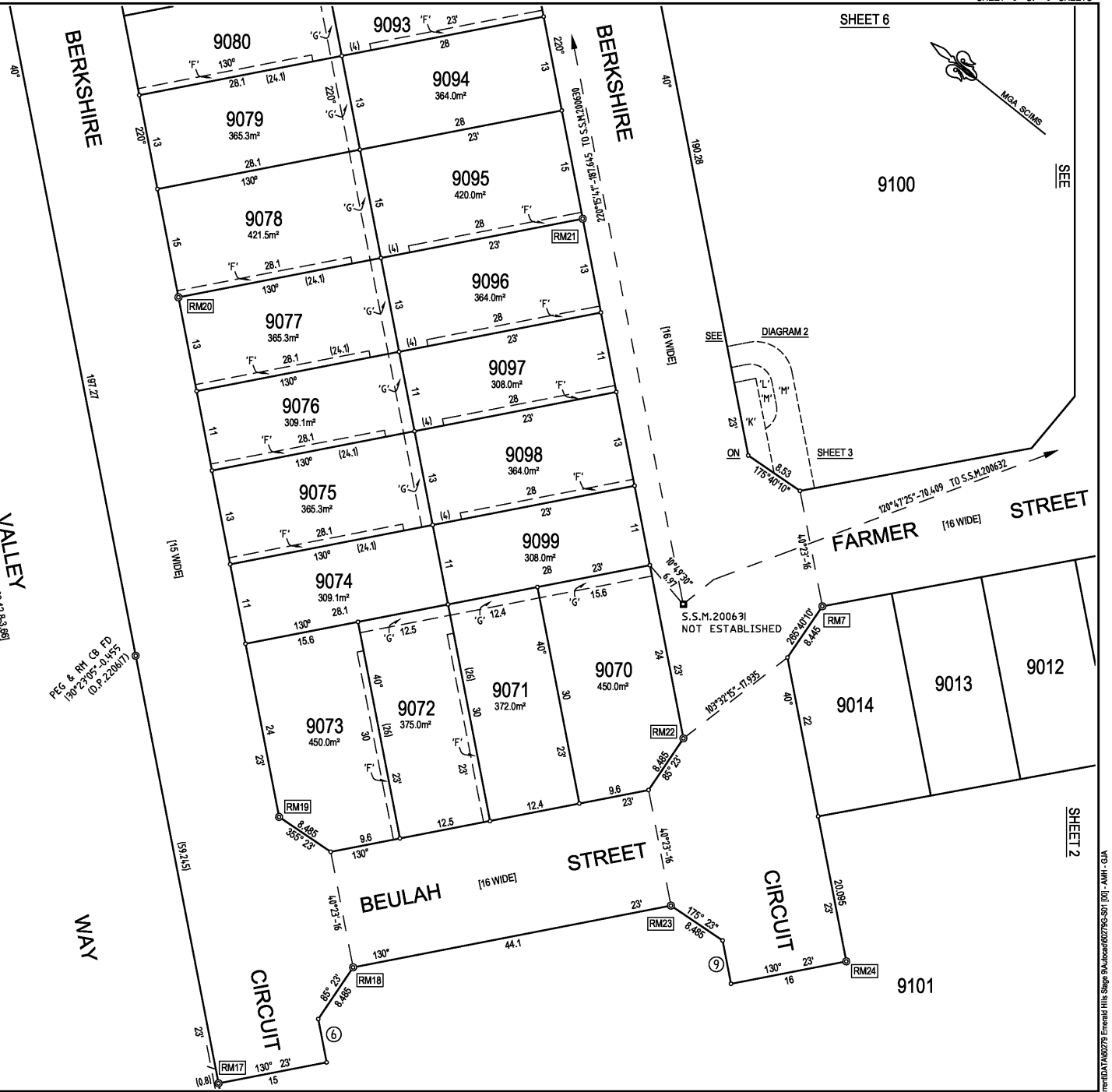
SCHEDULE OF EASEMENTS

'F' - EASEMENT FOR SUPPORT, MAINTENANCE & REPAIR 0.9 WIDE
'G' - EASEMENT TO DRAIN WATER 1.5 WIDE
'K' - EASEMENT FOR PADMOUNT SUBSTATION 3 WIDE
'L' - RESTRICTION ON THE USE OF LAND
'M' - RESTRICTION ON THE USE OF LAND

SCHEDULE OF SHORT LINES		
No.	BEARING	DISTANCE
6	40°23'	6
9	220°23'	6

SCHEDULE OF REFERENCE MARKS PLACED			
No.	BEARING	DISTANCE	TYPE
RM7	267°29'	4.915	DH&W
	217°38'	12.555	DH&W
RM17	310°56'	3.46	DH&W
	309°00'	11.64	DH&W
RM18	253°12'	4.025	DH&W
	224°58'	12.58	DH&W
RM19	145°30'	3.5	DH&W
	142°21'	11.795	DH&W
RM20	142°57'	3.425	DH&W
	132°55'	11.555	DH&W
RM21	337°24'	3.835	DH&W
	312°46'	12.555	DH&W
RM22	314°29'	3.38	DH&W
	311°56'	12.565	DH&W
RM23	238°17'	3.54	DH&W
	223°12'	12.6	DH&W
RM24	144°02'	3.525	DH&W
	130°56'	12.615	DH&W



SURVEYOR	PLAN OF	LGA: CAMDEN	Registered	
Name: AARON MICHAEL HAWKE	SUBDIVISION OF LOT 20 IN D.P.1261448	Locality: LEPPINGTON	30/03/2021	DP1259193
Date: 1-12-2020	AND LOT 100 IN D.P.1215914	Reduction Ratio: 1: 400		
Reference: 60279	AND LOT 2150 IN D.P.1213165	Lengths are in metres		

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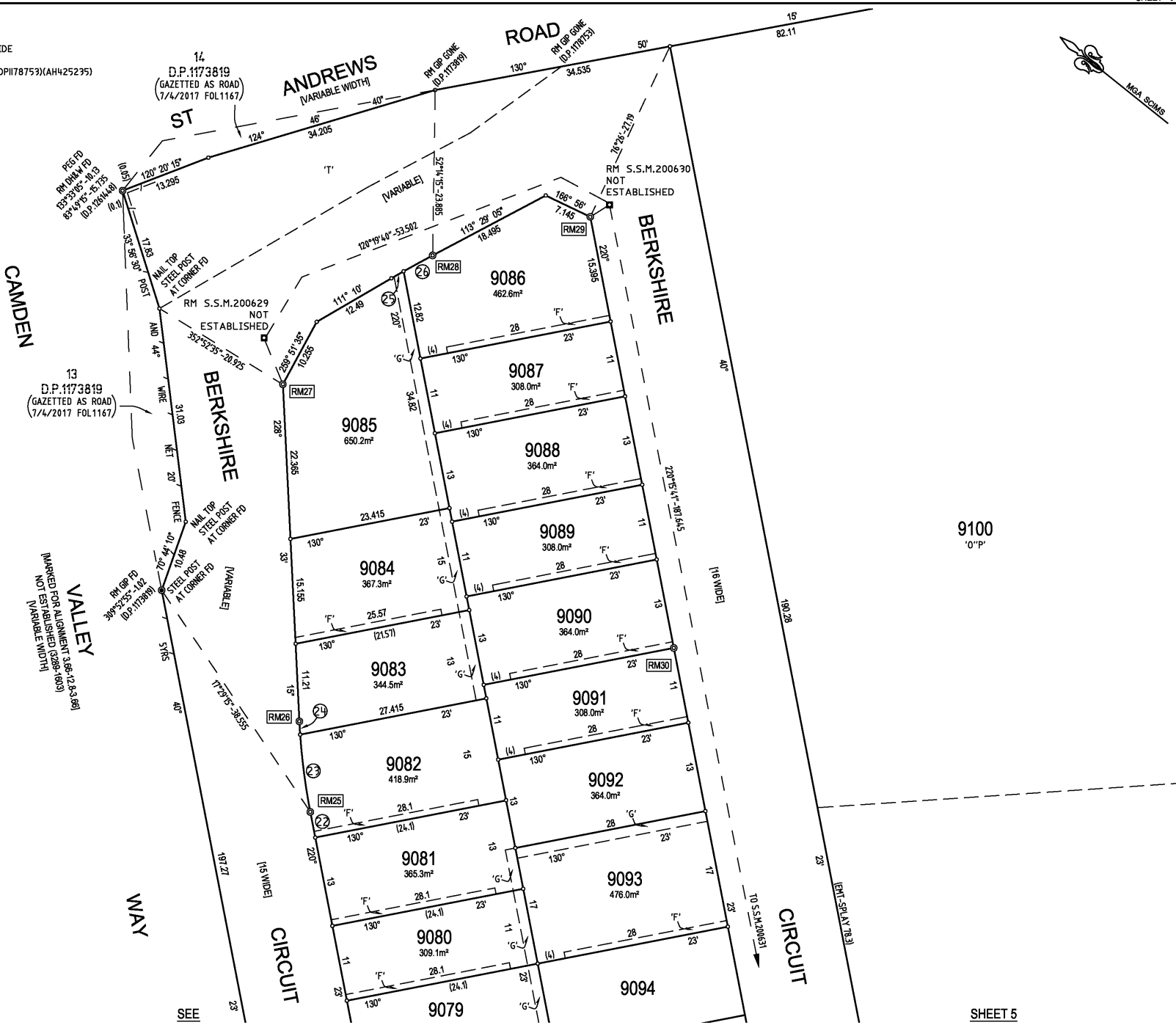
SCHEDULE OF EASEMENTS

'F' - EASEMENT FOR SUPPORT, MAINTENANCE & REPAIR 0.9 WIDE
'G' - EASEMENT TO DRAIN WATER 1.5 WIDE
'T' - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP1178753)(AH425235)
'O' - EASEMENT TO DRAIN WATER VARIABLE WIDTH
'P' - PUBLIC POSITIVE COVENANT

SCHEDULE OF SHORT CURVED LINES				
No.	BEARING	DISTANCE	ARC	RADIUS
23	223°52'25"	11.265	11.27	92.5
24	227°57'35"	1.92	1.92	92.5
25	111°30'40"	2.03	2.03	168.5
26	112°40'15"	4.79	4.79	168.5

SCHEDULE OF SHORT LINES		
No.	BEARING	DISTANCE
22	220°23'	3.755

SCHEDULE OF REFERENCE MARKS PLACED			
No.	BEARING	DISTANCE	TYPE
RM25	91°51'	4.305	DH&W
	106°41'	12.6	DH&W
RM26	142°13'	3.41	DH&W
	127°34'	11.74	DH&W
RM27	209°12'40"	7.24	S.S.M.200629
	113°03'	12.835	DH&W
RM28	229°19'	3.78	DH&W
	211°41'	11.2	DH&W
RM29	289°06'05"	3.265	S.S.M.200630
	304°30'	12.54	DH&W
RM30	298°35'	3.48	DH&W
	312°50'	12.56	DH&W



SURVEYOR	PLAN OF	LGA: CAMDEN	Registered	
Name: AARON MICHAEL HAWKE	SUBDIVISION OF LOT 20 IN D.P.1261448 AND LOT 100 IN D.P.1215914 AND LOT 2150 IN D.P.1213165	Locality: LEPPINGTON	30/03/2021	DP1259193
Date: 1-12-2020		Reduction Ratio: 1: 400		
Reference: 60279		Lengths are in metres		

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PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 7 sheet(s)

Office Use Only

Registered: 30/03/2021

Title System: TORRENS

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DP1259193

PLAN OF
SUBDIVISION OF LOT 20 IN D.P.1261448
AND LOT 100 IN D.P.1215914
AND LOT 2150 IN D.P.1213165

LGA: CAMDEN
Locality: LEPPINGTON
Parish: MINTO
County: CUMBERLAND

Survey Certificate

I, AARON MICHAEL HAWKE

of CRAIG & RHODES PTY LTD

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 1st DECEMBER 2020, ~~or~~

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

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

Datum Line: 'A'-'B'

Type: *Urban/~~*Rural~~

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

Signature: ..... Dated: 1/12/2020

Surveyor Identification No: SU003741
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

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

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, Sugule Mohamed

Authorised Person/~~General Manager~~/*~~Accredited Certifier~~, certify that the provisions of section 6.15 *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: —

Consent Authority: Camden Council

Date of endorsement: 03/03/2021

Subdivision Certificate number: 14.2018.475.1

File number: DA/2018/475/2

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation~~.

D.P.220617 D.P.1173819 D.P.1178753 D.P.1210950
D.P.1213165 D.P.1215914 D.P.1232307 D.P.1261448
C34930 1603

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.
IT IS INTENDED TO DEDICATE TO THE PUBLIC
1. FARMER STREET 16 WIDE
2. CATO CIRCUIT 13.1, 16 WIDE & VARIABLE
3. BEULAH STREET 16 WIDE
4. BERKSHIRE CIRCUIT 15, 16 WIDE & VARIABLE
SUBJECT TO EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (AH425235)

Surveyor's Reference: 60279

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

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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 7 sheet(s)

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DP1259193

PLAN OF
SUBDIVISION OF LOT 20 IN D.P.1261448
AND LOT 100 IN D.P.1215914
AND LOT 2150 IN D.P.1213165

Subdivision Certificate number: 14.2018.475.1

Date of Endorsement: 03/03/2021

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

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

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE 'G'
2. EASEMENT FOR SUPPORT 0.3 WIDE 'H'
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE 'C'
4. RESTRICTION ON USE OF LAND 'D'
5. RESTRICTION ON USE OF LAND 'E'
6. RESTRICTION ON USE OF LAND
7. RESTRICTION ON USE OF LAND
8. RESTRICTION ON USE OF LAND
9. RESTRICTION ON USE OF LAND
10. RESTRICTION ON USE OF LAND
11. RESTRICTION ON USE OF LAND
12. EASEMENT FOR SUPPORT, MAINTENANCE & REPAIR 0.9 WIDE 'F'
13. EASEMENT TO DRAIN WATER VARIABLE WIDTH 'O'
14. EASEMENT FOR PADMOUNT SUBSTATION 3 WIDE 'K'
15. RESTRICTION ON USE OF LAND 'L'
16. RESTRICTION ON USE OF LAND 'M'
17. PUBLIC POSITIVE COVENANT 'P'
18. RESTRICTION ON USE OF LAND
19. RESTRICTION ON USE OF LAND

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

1. EASEMENT TO DRAIN WATER (ENTIRE LOT) DENOTED 'L' (D.P.1215914)
2. EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE LAND (AN252774)
3. RIGHT OF CARRIAGEWAY VARIABLE WIDTH DENOTED 'P' (D.P.1215914)

.....
Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 60279

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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 7 sheet(s)

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DP1259193

PLAN OF
SUBDIVISION OF LOT 20 IN D.P.1261448
AND LOT 100 IN D.P.1215914
AND LOT 2150 IN D.P.1213165

Subdivision Certificate number: 14-2018-475-1

Date of Endorsement: 03/03/2021

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.

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
9001	139	EMERALD HILLS	BOULEVARD	LEPPINGTON
9002	141	EMERALD HILLS	BOULEVARD	LEPPINGTON
9003	3	FARMER	STREET	LEPPINGTON
9004	5	FARMER	STREET	LEPPINGTON
9005	7	FARMER	STREET	LEPPINGTON
9006	9	FARMER	STREET	LEPPINGTON
9007	11	FARMER	STREET	LEPPINGTON
9008	13	FARMER	STREET	LEPPINGTON
9009	15	FARMER	STREET	LEPPINGTON
9010	17	FARMER	STREET	LEPPINGTON
9011	19	FARMER	STREET	LEPPINGTON
9012	21	FARMER	STREET	LEPPINGTON
9013	23	FARMER	STREET	LEPPINGTON
9014	25	FARMER	STREET	LEPPINGTON
9015	4	FARMER	STREET	LEPPINGTON
9016	6	FARMER	STREET	LEPPINGTON
9017	4	CATO	CIRCUIT	LEPPINGTON
9018	6	CATO	CIRCUIT	LEPPINGTON
9019	8	CATO	CIRCUIT	LEPPINGTON
9020	10	CATO	CIRCUIT	LEPPINGTON
9021	12	CATO	CIRCUIT	LEPPINGTON
9022	14	CATO	CIRCUIT	LEPPINGTON
9023	16	CATO	CIRCUIT	LEPPINGTON
9024	18	CATO	CIRCUIT	LEPPINGTON
9025	20	CATO	CIRCUIT	LEPPINGTON
9026	22	CATO	CIRCUIT	LEPPINGTON
9027	24	CATO	CIRCUIT	LEPPINGTON
9028	26	CATO	CIRCUIT	LEPPINGTON
9029	167	EMERALD HILLS	BOULEVARD	LEPPINGTON
9030	165	EMERALD HILLS	BOULEVARD	LEPPINGTON
9031	163	EMERALD HILLS	BOULEVARD	LEPPINGTON
9032	161	EMERALD HILLS	BOULEVARD	LEPPINGTON
9033	159	EMERALD HILLS	BOULEVARD	LEPPINGTON
9034	157	EMERALD HILLS	BOULEVARD	LEPPINGTON
9035	155	EMERALD HILLS	BOULEVARD	LEPPINGTON

If space is insufficient use additional annexure sheet

Surveyor's Reference: 60279

Camden Council Authorised Person

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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 7 sheet(s)

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PLAN OF
SUBDIVISION OF LOT 20 IN D.P.1261448
AND LOT 100 IN D.P.1215914
AND LOT 2150 IN D.P.1213165

Subdivision Certificate number: 14-2018-475-1

Date of Endorsement: 03/03/2021

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.

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)
SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
9036	153	EMERALD HILLS	BOULEVARD	LEPPINGTON
9037	151	EMERALD HILLS	BOULEVARD	LEPPINGTON
9038	149	EMERALD HILLS	BOULEVARD	LEPPINGTON
9039	147	EMERALD HILLS	BOULEVARD	LEPPINGTON
9040	145	EMERALD HILLS	BOULEVARD	LEPPINGTON
9041	143	EMERALD HILLS	BOULEVARD	LEPPINGTON
9042	1	CATO	CIRCUIT	LEPPINGTON
9043	55	CATO	CIRCUIT	LEPPINGTON
9044	53	CATO	CIRCUIT	LEPPINGTON
9045	51	CATO	CIRCUIT	LEPPINGTON
9046	49	CATO	CIRCUIT	LEPPINGTON
9047	47	CATO	CIRCUIT	LEPPINGTON
9048	45	CATO	CIRCUIT	LEPPINGTON
9049	43	CATO	CIRCUIT	LEPPINGTON
9050	41	CATO	CIRCUIT	LEPPINGTON
9051	39	CATO	CIRCUIT	LEPPINGTON
9052	37	CATO	CIRCUIT	LEPPINGTON
9053	35	CATO	CIRCUIT	LEPPINGTON
9054	33	CATO	CIRCUIT	LEPPINGTON
9055	31	CATO	CIRCUIT	LEPPINGTON
9056	29	CATO	CIRCUIT	LEPPINGTON
9057	27	CATO	CIRCUIT	LEPPINGTON
9058	25	CATO	CIRCUIT	LEPPINGTON
9059	23	CATO	CIRCUIT	LEPPINGTON
9060	21	CATO	CIRCUIT	LEPPINGTON
9061	19	CATO	CIRCUIT	LEPPINGTON
9062	17	CATO	CIRCUIT	LEPPINGTON
9063	15	CATO	CIRCUIT	LEPPINGTON
9064	13	CATO	CIRCUIT	LEPPINGTON
9065	11	CATO	CIRCUIT	LEPPINGTON
9066	9	CATO	CIRCUIT	LEPPINGTON
9067	7	CATO	CIRCUIT	LEPPINGTON
9068	5	CATO	CIRCUIT	LEPPINGTON
9069	3	CATO	CIRCUIT	LEPPINGTON
9070	2	BEULAH	STREET	LEPPINGTON

If space is insufficient use additional annexure sheet

Surveyor's Reference: 60279

Camden Council Authorised Person

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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 7 sheet(s)

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DP1259193

PLAN OF
SUBDIVISION OF LOT 20 IN D.P.1261448
AND LOT 100 IN D.P.1215914
AND LOT 2150 IN D.P.1213165

Subdivision Certificate number: 14·2018·475·1

Date of Endorsement: 03/03/2021

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.

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)
SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
9071	4	BEULAH	STREET	LEPPINGTON
9072	6	BEULAH	STREET	LEPPINGTON
9073	8	BEULAH	STREET	LEPPINGTON
9074	71	BERKSHIRE	CIRCUIT	LEPPINGTON
9075	69	BERKSHIRE	CIRCUIT	LEPPINGTON
9076	67	BERKSHIRE	CIRCUIT	LEPPINGTON
9077	65	BERKSHIRE	CIRCUIT	LEPPINGTON
9078	63	BERKSHIRE	CIRCUIT	LEPPINGTON
9079	61	BERKSHIRE	CIRCUIT	LEPPINGTON
9080	59	BERKSHIRE	CIRCUIT	LEPPINGTON
9081	57	BERKSHIRE	CIRCUIT	LEPPINGTON
9082	55	BERKSHIRE	CIRCUIT	LEPPINGTON
9083	53	BERKSHIRE	CIRCUIT	LEPPINGTON
9084	51	BERKSHIRE	CIRCUIT	LEPPINGTON
9085	49	BERKSHIRE	CIRCUIT	LEPPINGTON
9086	47	BERKSHIRE	CIRCUIT	LEPPINGTON
9087	45	BERKSHIRE	CIRCUIT	LEPPINGTON
9088	43	BERKSHIRE	CIRCUIT	LEPPINGTON
9089	41	BERKSHIRE	CIRCUIT	LEPPINGTON
9090	39	BERKSHIRE	CIRCUIT	LEPPINGTON
9091	37	BERKSHIRE	CIRCUIT	LEPPINGTON
9092	35	BERKSHIRE	CIRCUIT	LEPPINGTON
9093	33	BERKSHIRE	CIRCUIT	LEPPINGTON
9094	31	BERKSHIRE	CIRCUIT	LEPPINGTON
9095	29	BERKSHIRE	CIRCUIT	LEPPINGTON
9096	27	BERKSHIRE	CIRCUIT	LEPPINGTON
9097	25	BERKSHIRE	CIRCUIT	LEPPINGTON
9098	23	BERKSHIRE	CIRCUIT	LEPPINGTON
9099	21	BERKSHIRE	CIRCUIT	LEPPINGTON
9100	24	BERKSHIRE	CIRCUIT	LEPPINGTON
9101	N/A	N/A	N/A	LEPPINGTON

Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 60279

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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 6 of 7 sheet(s)

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Registered: 30/03/2021

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DP1259193

PLAN OF
SUBDIVISION OF LOT 20 IN D.P.1261448
AND LOT 100 IN D.P.1215914
AND LOT 2150 IN D.P.1213165

Subdivision Certificate number: 14.2018.475.1

Date of Endorsement: 03/03/2021

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.

I certify that the person signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed the Instrument in my presence.

Witness (Signature)

DAVID HILI

Name of Witness (Print Name)

1150 CAMDEN VALLEY WAY
LEPPINGTON 2179

Address of Witness

Witness (Signature)

DAVID HILI

Name of Witness (Print Name)

1150 CAMDEN VALLEY WAY
LEPPINGTON 2179

Address of Witness

Executed by the persons named below who signed this instrument as directors of **D & Al Pty Limited** (ABN 96 136 122 220) pursuant to section 127 of the Corporations Act (2001)

Director (Signature)

ARNOLD VITOCCO

Name of Director (Print Name)

LOT 751 THE NORTHERN ROAD
BRINGELLY 2556

Address of Director

~~Director~~/Secretary (Signature)

WINTON ANTON

Name of ~~Director~~/Secretary (Print Name)

975 THE NORTHERN ROAD
BRINGELLY 2556

Address of ~~Director~~/Secretary

Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 60279

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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 7 of 7 sheet(s)

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PLAN OF
SUBDIVISION OF LOT 20 IN D.P.1261448
AND LOT 100 IN D.P.1215914
AND LOT 2150 IN D.P.1213165

Subdivision Certificate number: 14.2018.475.1

Date of Endorsement: 03/03/2021

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.

Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 60279

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

Plan:

DP1259193

Plan of Subdivision of Lot 20 in DP 1261448 and Lot 100 in DP 1215914 and Lot 2150 in DP 1213165 covered by Council's Subdivision Certificate No. 14.2018.475.1

Full name and address of the owner of the land:

D & A I Pty Limited
ABN 96 136 122 220
975 The Northern Road
Bringelly NSW 2567

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 1.5 wide (G)	9001	Part Lot 9101 being the parts Designated W1- W3 inclusive
		9002	9001, Part Lot 9101 being the parts Designated W1-W3 inclusive
		9040	9015, 9041
		9039	9015, 9041, 9040
		9038	9015, 9041, 9040, 9039
		9037	9015, 9041, 9040, 9039, 9038
		9036	9015, 9041, 9040, 9039, 9038, 9037
		9035	9015, 9041, 9040, 9039, 9038, 9037, 9036
		9021	9015, 9041, 9040, 9039, 9038, 9037, 9036, 9035
		9033	9034
		9032	9034, 9033
		9031	9034, 9033, 9032
		9030	9034, 9033, 9032, 9031
		9029	9034, 9033, 9032, 9031, 9030
		9063	9064
		9062	9064, 9063
		9061	9064, 9063, 9062
		9060	9064, 9063, 9062, 9061
		9059	9064, 9063, 9062, 9061, 9060
		9057	9064, 9063, 9062, 9061, 9060, 9059
		9056	9064, 9063, 9062, 9061, 9060, 9059, 9057
		9055	9064, 9063, 9062, 9061, 9060, 9059, 9057, 9056
		9072	9073
		9071	9073, 9072
		9070	9073, 9072, 9071
		9075	9074

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

Plan:

DP1259193

Plan of Subdivision of Lot 20 in DP 1261448 and Lot 100 in DP 1215914 and Lot 2150 in DP 1213165 covered by Council's Subdivision Certificate No. 14.2018.475.1

1	Easement to drain water 1.5 wide (G) Continued	9076 9077 9078 9079 9080 9081 9093 9083 9084 9085 9028	9074, 9075 9074, 9075, 9076 9074, 9075, 9076, 9077 9074, 9075, 9076, 9077, 9078 9074, 9075, 9076, 9077, 9078, 9079 9074, 9075, 9076, 9077, 9078, 9079, 9080 9074, 9075, 9076, 9077, 9078, 9079, 9080, 9081 9082 9082, 9083 9082, 9083, 9084 9029, 9030, 9031, 9032, 9033, 9034
2	Easement for support 0.3 wide (H)	9001 9003 9004 9005 9006 9007 9008 9009 9101	Pt 9101 being the part Designated W1 Pt 9101 being the part Designated W2 Pt 9101 being the part Designated W2 & W3 Pt 9101 being the part Designated W3 & W4 Pt 9101 being the part Designated W4 & W5 Pt 9101 being the part Designated W5 & W6 Pt 9101 being the part Designated W6 & W7 Pt 9101 being the part Designated W7 9001, 9003-9009 inclusive
3	Easement for Padmount Substation 2.75 wide (C)	9017	Epsilon Distribution Ministerial Holding Corporation
4	Restriction on the use of land (D)	Part Lots 9016 9017 as regards those parts shown (D) in the plan	Epsilon Distribution Ministerial Holding Corporation
5	Restriction on the use of land (E)	Part Lots 9016 9017 as regards those parts shown (E) in the plan	Epsilon Distribution Ministerial Holding Corporation
6	Restriction on the use of land	9001-9099 inclusive	Camden Council
7	Restriction on the use of land	9001-9099 inclusive	Camden Council
8	Restriction on the use of land	Each Lot 9001-9099	Every other Lot 9001-9099

Registered Proprietor Registered Proprietor Council Authorised Delegate

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Plan:

DP1259193

Plan of Subdivision of Lot 20 in DP 1261448 and Lot 100 in DP 1215914 and Lot 2150 in DP 1213165 covered by Council's Subdivision Certificate No. 14·2018·475·1

9	Restriction on the use of land	Each lot except lots 9100 & 9101	Every other lot except lots 9100 & 9101
10	Restriction on the use of land	9073-9086 incl	Camden Council
11	Restriction on the use of land	9073	Camden Council
12	Easement for support, maintenance & repair 0.9 wide (F)	9002 9004 9005 9006 9007 9009 9010 9011 9013 9014 9019 9020 9021 9023 9024 9025 9027 9028 9045 9046 9047 9048 9049 9051 9052 9053 9054 9055 9056 9059 9060 9061 9062 9064 9065 9067	9001 9003 9004 9005 9006 9008 9009 9010 9012 9013 9018 9019 9020 9022 9023 9024 9026 9027 9044 9045 9046 9047 9048 9050 9051 9052 9053 9056 9057 9060 9061 9062 9063 9065 9066 9068

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12	Easement for support, maintenance & repair 0.9 wide (F) Continued	9068 9072 9073 9075 9076 9077 9078 9080 9081 9082 9084 9086 9087 9088 9089 9090 9091 9093 9095 9096 9097 9098	9069 9071 9072 9074 9075 9076 9077 9079 9080 9081 9083 9087 9088 9089 9090 9091 9092 9094 9096 9097 9098 9099
13	Easement to drain water variable width (O)	9100	Camden Council
14	Easement for Padmount Substation 3 wide (K)	9100	Epsilon Distribution Ministerial Holding Corporation
15	Restriction on the use of land (L)	Part Lot 9100 as regards those parts shown (L) in the plan	Epsilon Distribution Ministerial Holding Corporation
16	Restriction of the use of land (M)	Part Lot 9100 as regards those parts shown (M) in the plan	Epsilon Distribution Ministerial Holding Corporation
17	Public Positive Covenant (P)	Part 9100 as regards that part shown as (P) in the plan	Camden Council

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

Plan:

DP1259193

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18	Restriction of the use of land	Each lot 9001-9028 & 9039-9099 inclusive	Every other lot except 9100 & 9101
19	Restriction of the use of land	Each lot 9029-9038 inclusive	Every other lot except 9100 & 9101

PART 1A (Release)

1	Easement to drain water (entire lot) denoted (L) in DP 1215914	100 in DP1215914 (F/I 100/1215914)	Camden Council
2	Easement to drain water affecting the whole of the land (AN252774)	20 in DP1261448 (F/I 20/1261448)	Camden Council
3	Right of carriageway variable width denoted (P) in DP 1215914	100 in DP1215914 (F/I 100/1215914)	Camden Council

PART 2 (Terms)

1. Terms of the easement to drain water numbered 1 & 13 in the plan:

As set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 as amended together with the following addition:

a) No alteration to the surface levels of the site of the easement shall be permitted without the consent of Camden Council being firstly obtained.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easements numbered 1 & 13 in the plan – Camden Council.

2. Terms of the easement for support 0.3 wide numbered 2 in the plan:

2.1 The owner of the lot benefited may:

2.1.1 construct, repair, maintain and replace a retaining wall within the easement site to the extent reasonably necessary to support the surface and the subsurface of the lot benefited, or any part of it, **(Retaining Wall)**:

2.1.2 use the Retaining Wall for the support of the lot benefited

2.2 The owner of the lot burdened must not do, or suffer to be done, any of the following:

2.2.1 anything that does, or may, affect the stability of the Retaining Wall; or

2.2.2 interfere with the Retaining Wall in any way

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2.3 If the owner of the lot burdened breaches clause 2.2, the owner of the lot benefited may serve a notice on the owner of the lot burdened requiring:
- 2.3.1 the relevant actions to stop; and
- 2.3.2 the relevant breach to be rectified.

2.4 If the owner of the lot burdened does not comply with a notice duly issued under clause 2.3, the owner of the lot benefited may enter, use and occupy so much of the lot burdened as is reasonably necessary to allow the relevant breach to be rectified. Any reasonable costs incurred by the owner of the lot benefited in exercising their rights under this clause maybe recovered from the owner of the lot burdened.

2.5 If the owner of the lot benefited exercises its powers under clause 2.4, it must:

- 2.5.1 ensure any work carried out by it, or its direction, is carried out in a proper and workmanlike manner;
- 2.5.2 cause as little inconvenience as possible to the occupier of the lot burdened;
- 2.5.3 cause as little damage as is possible to the lot burdened, or any structures on that lot;
- 2.5.4 to the extent that is practicable, restore the lot burdened to its former condition; and
- 2.5.5 make good any collateral damage caused to the lot burdened, or any structure on it.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 2 in the plan – Camden Council.

3. Terms of easement for padmount substation numbered 3 & 14 in the plan:

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

NAME OF AUTHORITY whose consent is required to release, vary or modify the easements numbered 3 & 14 in the plan – Epsilon Distribution Ministerial Holding Corporation.

4. Terms of restriction on the use of land numbered 4 & 15 in the plan:

1.0 Definitions

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

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

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

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

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

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

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

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

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

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

NAME OF AUTHORITY whose consent is required to release, vary or modify the restrictions numbered 4 & 15 in the plan – Epsilon Distribution Ministerial Holding Corporation.

5. Terms of restriction on the use of land numbered 5 & 16 in the plan:

1.0 Definitions:

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

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

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Registered Proprietor	Registered Proprietor	Council Authorised Delegate

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Plan:

DP1259193

Plan of Subdivision of Lot 20 in DP 1261448 and Lot 100 in DP 1215914 and Lot 2150 in DP 1213165 covered by Council's Subdivision Certificate No. 14.2018.475.1

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

3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System

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

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

NAME OF AUTHORITY whose consent is required to release, vary or modify the restrictions numbered 5 & 16 in the plan – Epsilon Distribution Ministerial Holding Corporation.

6. Terms of restriction on the use of land numbered 6 in the plan:

No Dwelling may be erected on any Lot Burdened unless the footings of that Dwelling are designed by a suitably qualified civil and / or structural engineer.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 6 in the plan – Camden Council.

7. Terms of restriction on the use of land numbered 7 in the plan:

All approved development that includes earthworks, imported fill, landscaping, buildings and associated infrastructure must be carried out or constructed in accordance with the management strategies contained within the report "Report on Salinity Investigation and Management Plan, Proposed Residential Subdivision, Emerald Hills Estate, Leppington" prepared by Douglas Partners, project number 76553.00 Revision 1 dated June 2013 and "Supplementary Salinity Investigation" prepared by Douglas Partners, project number 76553.02 dated 15 April 2014

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 7 in the plan – Camden Council

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Plan:

DP1259193

Plan of Subdivision of Lot 20 in DP 1261448 and Lot 100 in DP 1215914 and Lot 2150 in DP 1213165 covered by Council's Subdivision Certificate No. 14·2018·475·1

8. Terms of restriction on the use of land numbered 8 in the plan:

8.1 No fence may be erected or permitted to remain on the Lot Burdened that:

8.1.1 exceeds 1.8 metres in height when erected on the side or rear boundary of the relevant Lot Burdened, other than any fence that is required to be of greater height in accordance with:

(a) the requirements of any relevant statutory authority; or

(b) any other provision of this instrument

8.1.2 exceeds 1 metre in height at the front boundary; or

8.1.3 is constructed of materials other than brick, masonry, colorbond® steel, lapped and capped stained timber or lapped and capped pine impregnated with copper chrome arsenate (commonly known as "treated pine"); or

8.1.4 is constructed of concrete bricks and/or concrete blocks unless that fence is fixed to retaining walls and posts located on the boundary of the Lot Burdened and:

(a) cement rendered and painted;

(b) coated with cement using the process commonly known as "bagging" and painted; or

(c) is coated using the product known as "Granasite" or "Granatex" or any in the manner recommended by the manufacturer of the product used.

8.2 The Owner may not seek a contribution, compensation or re-imbursement from D&AI Pty Limited or Emerald Hills Estate Pty Limited for the cost of any fence on the boundary of the Lot Burdened.

NAME OF CORPORATION whose consent is required to release, vary or modify the restriction numbered 8 in the plan – Emerald Hills Estate Pty Limited until D&AI Pty Limited ceases to own any land originally contained in Certificates of Title Folio Identifiers Lot 10 in DP 1161557, Lot 1 in DP 301830 & Lot 10 in DP 1173819

9. Terms of restriction on the use of land numbered 9 in the plan:

9.1 The Owner of any Lot Burdened must not:

9.1.1 subdivide (**Subdivision**) the Property within ten (10) years of the date of the registration of the plan of subdivision that created the Lot Burdened as a separate title unless they:

(a) provide all necessary plans and documents that relate to the Subdivision to Emerald Hills Estate Pty Limited; and

(b) obtain the consent of Emerald Hills Estate Pty Ltd to the Subdivision (which may be refused or granted with conditions at the discretion of Emerald Hills Estate Pty Ltd);

9.1.2 operate, or cause to be operated, a display home within the development known as 'Emerald Hills' of which the property forms a part, for the purpose of displaying, marketing, advertising or promoting the construction of homes on lots within that development other than within any Lot nominated by Emerald Hills Estate Pty Limited from time to time;

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9.1.3 keep on the Lot Burdened or any property or public street adjoining that Lot Burdened a truck or commercial vehicle with a weight greater than three and a half (3.5) tonnes TARE;

9.1.4 do, or allow to be done, any act where any street and/or footpath and/or tree in any street or property adjoining the Lot Burdened is damaged, destroyed or removed;

9.1.5 allow the Lot Burdened to fall into disrepair or an untidy and unkempt condition and maintain the Lot Burdened in a clean and tidy condition, free from the accumulation of rubbish, graffiti and excessive weed and vegetation growth including during the time between the completion of the purchase of the Lot Burdened and the construction of the Dwelling;

9.1.6 undertake any installation of radio masts, air conditioning units, satellite dishes and garden sheds that are visible from any street adjoining the Lot Burdened;

9.1.7 park any caravan, trailer, mobile home, transportable dwelling or boat in front of the front building line of the Dwelling; and

9.1.8 undertake any animal breeding operation (whether commercial or otherwise on the Lot Burdened).

9.2 No building apart from the Dwelling and/or garden shed erected on the Lot Burdened, may be erected or permitted to remain on the Lot Burdened unless that building is of a design which complements the Dwelling on the Lot Burdened and is constructed of the same or similar materials to those used in the Dwelling.

NAME OF CORPORATION whose consent is required to release, vary or modify the restriction numbered 9 in the plan – Emerald Hills Estate Pty Limited until D&AI Pty Limited ceases to own any land originally contained in Certificates of Title Folio Identifiers Lot 10 in DP 1161557, Lot 1 in DP 301830 & Lot 10 in DP 1173819.

10. Terms of restriction on the use of land number 10 in the plan:

No dwelling is to be erected on the lot burdened unless;

10.1 construction requirements and window and door treatments are consistent with section 5.3 – Internal Noise Intrusion Recommendations & supporting tables contained within "Emerald Hills Estate – Stages 9-11 Noise Impact Assessment", prepared by Acoustic Logic, Revision 12, Project 20170402.1/2507A/R11/RL dated 26 July 2018, with lot numbers adjusted as per "Emerald Hills – Stage 9-11 – addendum to Noise Impact Assessment", prepared by Acoustic Logic dated 6 March 2020.

10.2 in cases where windows are kept closed (but not necessarily sealed) to meet internal noise criteria, the provision of alternative ventilation (possibly mechanical provided there is a fresh air intake) that meets the requirements of the Building Code of Australia (BCA) will need to be provided to habitable rooms to ensure fresh air inflow inside the dwellings where windows are closed. Consultation with a mechanical engineer may be required to ensure compliance with BCS and AS1668 are achieved.

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10.3 compliance with 10.1 & 10.2 is demonstrated for each dwelling.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 10 in the plan – Camden Council.

11. Terms of restriction on the use of land numbered 11 in the plan:

No dwelling is to be erected upon the lot burdened unless

11.1 the dwelling design & location of dwelling footprint is generally consistent with plans titled "Traffic Noise Prediction" contained within "Emerald Hills – Stages 9-11 Addendum to Noise Impact Assessment", prepared by Acoustic Logic dated 13/11/2018, with lot numbers adjusted as per "Emerald Hills – Stage 9-11 – addendum to Noise Impact Assessment", prepared by Acoustic Logic dated 6 March 2020.

11.2 the private open space is protected from road traffic noise and is compliant with 57db(A) LA eq(15hr) 7am-10pm.

11.3 a 1.8m high solid boundary fence is constructed along the property boundary that faces Camden Valley Way.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 11 in the plan – Camden Council

12. Terms of easement for support, maintenance & repair 0.9 wide numbered 12 in the plan:

12.1 The owner of the lot benefited and duly authorised persons may:

(a) enter upon the burdened lot but only within the site of the easement;
(b) do anything reasonably necessary for the purposes of renewing, replacing, painting, repairing and maintaining the dwelling adjacent to this easement;
(c) remain on the site of this easement for any reasonable time for the said purposes.

12.2 In exercising those powers, the owner of the lot benefited must:
(a) ensure all work is done properly;
(b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
(c) cause as little damage as is practicable to the lot burdened and any improvements on it;
(d) restore the lot burdened as nearly as practicable to its former conditions; and
(e) make good any collateral damage.

12.3 The owner of the lot burdened shall not do the following over the site of the easement:

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(a) carry out any excavation or filling greater than 500mm. Any excavation or filling shall be located and retained so as not to impact on any adjoining building, structure or property;

(b) erect or permit to be erected any building or structure of any kind, other than roof guttering, on or over the easement;

(c) allow anything to be done or interfere with any structure constructed adjacent to the easement on the lot benefited.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 12 in the plan – Camden Council

13. Terms of Public Positive Covenant numbered 17 in the plan:

The proprietor of the land hereby burdened (herein called 'the proprietor') shall at all times in respect of the land hereby burdened identified on the above-mentioned plan as "easement to drain water variable width" (herein called 'the facilities' and denoted O on the plan);

(a) construct, clean maintain and repair all pits, grates, surface storage areas, tanks, pipelines, orifice plates, trench barriers, walls, earth banks and other structures;

(b) maintain the existing surface levels;

(c) regularly remove silt, trash, gross pollutants, grass clippings and debris as necessary to ensure the efficient operation from time to time and at all times of the basin PROVIDED HOWEVER that Camden Council (herein called 'the Council') shall have the right to enter upon the burdened lot with all necessary materials and equipment at reasonable times and on reasonable Notice but at any time and without notice in the case of an emergency;

(i) to view the state of repair of the facility;

(ii) to ascertain whether or not there has been any breach of the terms of this covenant; and

(iii) to execute any work required to remedy a breach of the terms of this covenant if the proprietor has not within 14-days of the date of the written notice from the Council requiring a remedy of a breach of the terms of this covenant, taken steps to remedy the breach and without prejudice to the Council's other remedies the Council may recover as a liquidated debt the cost of such remedial work from the proprietor forthwith on demand.

(d) not allow the on-site retention / detention basin, water quality facility / bio-filter media area to be altered, or removed in part, or allow structures to be erected thereon without the prior consent of Council.

NAME OF AUTHORITY whose consent is required to release, vary or modify the public positive covenant numbered 17 in the plan – Camden Council.

14. Terms of restriction on the use of land numbered 18 in the plan:

1) No lot burdened shall be used or permitted to be used or occupied for any purpose other than as a display home (being a building constructed on a lot burdened that is

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designed for residential occupation and which is used for viewing by prospective buyers of a residential building of the same or similar design).

2) No lot burdened shall be used or permitted to be used or occupied for the purpose of a private residential dwelling.

3) No advertising structure, hoarding, sign, banner, flag or display shall be displayed on each lot burdened without the prior written consent of Homeworld Leppington Pty Ltd ACN 639 907 207.

4) No lot burdened shall be transferred to any person without that person first having executed a Builder's Agreement and where the land owner of the land is not the Builder an Investor's Agreement with and in a form approved by Homeworld Leppington Pty Ltd ACN 639 907 207.

5) These restrictions shall cease to have effect after the Development Consent for the Homeworld Leppington Display Village and any extension granted by the Camden Council lapses.

NAME OF PERSON OR AUTHORITY whose consent is required to release, vary or modify the restriction numbered 18 in the plan - Homeworld Leppington Pty Ltd ACN 639 907 207 for such period as it is the Registered Proprietor of any land benefited by this restriction.

15. Terms of restriction on the use of land numbered 19 in the plan:

1) No lot burdened shall be used or permitted to be used or occupied for the purpose of a display home (being a building constructed on a lot burdened that is designed for residential occupation and which is used for viewing by prospective buyers of a residential building of the same or similar design).

2) This restriction shall cease to have effect after the Development Consent for the Homeworld Leppington Display Village and any extension granted by the Camden Council lapses.

NAME OF PERSON OR AUTHORITY whose consent is required to release, vary or modify the restriction numbered 19 in the plan - Homeworld Leppington Pty Ltd ACN 639 907 207 for such period as it is the Registered Proprietor of any land benefited by this restriction.

Registered Proprietor	Registered Proprietor	Council Authorised Delegate

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

Plan:

DP1259193

Plan of Subdivision of Lot 20 in DP 1261448 and Lot 100 in DP 1215914 and Lot 2150 in DP 1213165 covered by Council's Subdivision Certificate No. 14·2018·475·1

Definitions and interpretation

In this instrument, words beginning with a capital letter that are defined below have the corresponding meaning ascribed to them:

(i) **Dwelling** means any dwelling erected on the Lot Burdened.

(ii) **Lot Burdened** means any lot burdened by the relevant covenant or restriction created by this instrument

(iii) **Owner** means the owner of the relevant Lot Burdened from time to time.

If the terms of any covenant created by this instrument, or any part of it, is found to be invalid or unenforceable then:

(a) the terms of that covenant are to be severed from this instrument; and

(b) Such invalidity or unenforceability will not affect the terms of any of the other covenants created under this instrument, or any parts of it, which are valid and enforceable.

Execution

Camden Council by its authorised delegate pursuant to ~~s377~~ / 378 Local Government Act 1993.

Witness (Signature)

Authorised Delegate (Signature)

Michael Grasso

Name of Witness (Print Name)

Sugule Mohamed

Name of Authorised Delegate (Print Name)

70 Central Avenue, Oran Park NSW

Address of Witness (Print Address)

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

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

Registered Proprietor

Registered Proprietor

Council Authorised Delegate

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

Plan:

DP1259193

Plan of Subdivision of Lot 20 in DP 1261448 and Lot 100 in DP 1215914 and Lot 2150 in DP 1213165 covered by Council's Subdivision Certificate No. 14·2018·475·1

I certify that the person signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed the Instrument in my presence.

Witness (Signature)

DAVID HILI

Name of Witness (Print Name)

1150 CAMDEN VALLEY WAY
LEPPINGTON 2179

Address of Witness

Witness (Signature)

DAVID HILI

Name of Witness (Print Name)

1150 CAMDEN VALLEY WAY
LEPPINGTON 2179

Address of Witness

Executed by the persons named below who signed this instrument on behalf of **D & AI Pty Limited** ABN 96 136 122 220 pursuant to Section 127 of the Corporations Act (2001)

Director (Signature)

ARNOLD VITOCCO

Name of Director (Print Name)

LOT 751 THE NORTHERN ROAD
BRINGELLY 2556

Address of Director

Director/Secretary (Signature)

WINTON ANTON

Name of Director/Secretary (Print Name)

975 THE NORTHERN ROAD
BRINGELLY 2556

Address of Director/Secretary

Registered Proprietor

Registered Proprietor

Council Authorised Delegate

S AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

(Sheet 16 of 17 Sheets)

Plan:

Plan of Subdivision of Lot 20 in DP 1261448 and Lot 100 in DP 1215914 and Lot 2150 in DP 1213165 covered by Council's Subdivision Certificate No. 14-2018-475-1

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:

MDowds

Signature of Attorney:

Name of Witness:

MEGAN DOWDS

Name and position of attorney:
Simon Lawton
Strategic Property Manager

Address of Witness
C/- Endeavour Energy
51 Huntingwood Drive,
Huntingwood 2148

Power of attorney:
Book: 4782
No: 292

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

Endeavour Energy reference:

URS22057

Date of Signature

4 FEBRUARY 2021

Registered Proprietor

Registered Proprietor

Council Authorised Delegate

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

Plan:

DP1259193

Plan of Subdivision of Lot 20 in DP 1261448 and Lot 100 in DP 1215914 and Lot 2150 in DP 1213165 covered by Council's Subdivision Certificate No. 14. 2018.475.1

REGISTERED 30/03/2021

Registered Proprietor

Registered Proprietor

Council Authorised Delegate

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System Document Identification

Form Number: 08X-e
Template Number: x_nsw11
ELN Document ID: 586866063

CAVEAT

New South Wales
Section 74F Real Property Act 1900

Land Registry Document Identification

AR336397

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

WARNING: Care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

LODGED BY:

Responsible Subscriber: STACKS LAW FIRM, TWEED HEADS ABN 85142904818
Address: L 1, SE 15, 75 Wharf ST
Tweed Heads 2485
Email: bcharge@stacklaw.com.au
ELNO Subscriber Number: 11699
Customer Account Number: 501557C
Document Collection Box: 1W
Client Reference: ADM:200217

LAND TITLE REFERENCE

9017/1259193
9019/1259193
9018/1259193

CAVEATOR

HOMEWORLD LEPPINGTON PTY LTD ACN 639907207
Registered company
UNIT 1, L 4
3 Carlingford RD
EPPING NSW 2121

NAME AND ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR

Street Address

STACKS LAW FIRM, TWEED HEADS
SE 15, L 1
75 Wharf ST
Tweed Heads NSW 2485

REGISTERED PROPRIETOR AFFECTED BY THIS CAVEAT

MARDANHEN PTY LIMITED
342 Unwins Bridge RD
TEMPE NSW 2044

Based on the claim to an Estate or Interest in Land in the land specified, the Caveator prohibits the Registrar General from taking the actions specified in this Caveat.

ACTION PROHIBITED BY THIS CAVEAT

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the Caveator.
2. The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the Caveator.
4. The granting of any possessory application with respect to the land in the Torrens Title referred to above.

ESTATE OR INTEREST CLAIMED

Charge
By virtue of: Agreement
Between HOMEWORLD LEPPINGTON PTY LTD
And MARDANHEN PTY LIMITED
Details Supporting The Claim: Investors Agreement

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The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has a good and valid claim to the estate or interest claimed as specified in this Caveat.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the leave of the Supreme Court.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the written consent of the Registered Proprietor Of Estate or possessory applicant (as applicable) for the purposes of section 74O Real Property Act 1900.

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has provided the correct address of the Registered Proprietor as specified in this Caveat.

SIGNING

Signing Party Role: Receiving

I certify that:

1. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.

Party Represented by Subscriber:

HOMEWORLD LEPPINGTON PTY LTD

Signed By: Anthony David Mitchell **Signer Capacity:** Practitioner Certifier

ELNO Signer Number: 35240 **Digital Signing Certificate Number:**

Signed for Subscriber: EUCSER PTY. LTD ABN 85142904818

STACKS LAW FIRM, TWEED HEADS

Subscriber Capacity: Representative Subscriber

ELNO Subscriber Number: 11699 **Customer Account Number:** 501557

Date: 16/08/2021

Req:R700302 /Doc:DL AS127314 /Rev:16-May-2022 /NSW LRS /Prt:08-Jul-2024 13:50 /Seq:1 of 3
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Lodger Details

Lodger Code	501283
Name	MAKINSON D'APICE
Address	L 10, 135 KING ST SYDNEY 2000
Lodger Box	1W
Email	REGO@MAKDAP.COM.AU
Reference	221655:NBM:EAF

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AS127314

MORTGAGE

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or interest being mortgaged

FEE SIMPLE

Land Title Reference	Part Land Affected?	Land Description
17/1280461		
18/1280461		
19/1280461		

Mortgagor

Name	MARDANHEN PTY LIMITED
ACN	641882733

Mortgagee

Name	AUSTRALIAN COMMERCIAL MORTGAGE CORPORATION PTY LTD
ACN	109865590

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference AQ497601

(b) Additional terms and conditions

The Mortgagor hereby acknowledges receipt of the principal sum totalling $2,727,000.00 (the "Principal Sum") referred to in the Loan Agreement between the Mortgagee as lender and Mardanhen Pty Limited ACN 641 882 733 in its own right and as trustee for the Maloney Unit Trust as borrower entered into on or about the date of this Mortgage (the "Loan Agreement") and any further variations thereof, and in consideration of, among other things, the Mortgagee making available the Principal Sum being Secured Money as defined in the Mortgage Memorandum filed in the land titles office as number AQ497601 (the "Memorandum") the Mortgagor covenants with the Mortgagee to repay the Secured Money as defined in the Memorandum including without limitation the Principal Sum and all interest and other charges in accordance with the provisions of the Loan Agreement.
The Mortgagor acknowledges and agrees that:

1. each reference to "land" on the first page of this cover sheet includes a reference to any fixture, structure or improvement on it or affixed to it.

2. a reference to "this mortgage" in this cover sheet, in any annexure to this cover sheet or in the Memorandum is a reference to the mortgage constituted by this cover sheet, each annexure to this cover sheet and that Memorandum. You acknowledge that you received, read and understood a copy of the Memorandum before signing this Mortgage.

3. if there is any inconsistency between this cover sheet and the Memorandum, this cover sheet prevails.

4. notwithstanding the provisions of the memorandum the term "Secured Party" when used in the Memorandum is a reference to the mortgagee.

5.

(a) The Mortgagee enters into this Mortgage solely in its capacity as trustee of the Balmain Opportunity Trust ("Fund") and it undertake all covenants, terms and conditions on its part to be observed or performed solely in that capacity. No debt, duty, liability or obligation arising under this Mortgage will accrue to, or be enforced against, the Mortgagee in its personal capacity. The Mortgagee ceases to have any obligations and liabilities under this Mortgage if the Mortgagee ceases for any reason to be the trustee of the Fund.
(b) The Mortgagee is not required to satisfy any liability arising under or in respect of this Mortgage out of any funds, property or assets other than the extent to which it is entitled to and does actually obtain an indemnity from the assets of the Fund. However, this does not apply to the extent that the Mortgagee's right to be indemnified out of the assets of the Funds has been reduced by reason of fraud,

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negligence or wilful default by the Mortgagee in the performance of the Mortgagee's duties as trustee of the Fund.
(c) If any party to this Mortgage other than the Mortgagee does not recover all money owing to it in under this Mortgage it may not seek to recover the shortfall by bringing proceedings against the Mortgagee in its personal capacity or applying to have the Mortgagee wound up or proving the winding up of the Mortgagee.
(d) The Mortgagee is not obliged to do or refrain from doing anything under this Mortgage (including incurring any liability) unless its liability is limited in the same manner as set out in the clause.

ATTACHMENT

See attached Caveator's Consent

Mortgage Execution

The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
(a) has taken reasonable steps to verify the identity of the mortgagor, or his, her or its administrator or attorney; and
(b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has taken reasonable steps to verify the identity of the mortgagee or his, her or its administrator or attorney.

Executed on behalf of	AUSTRALIAN COMMERCIAL MORTGAGE CORPORATION PTY LTD
Signer Name	EUGENE ALEX FEDOSEEV
Signer Organisation	PARTNERS OF MAKINSON D'APICE
Signer Role	PRACTITIONER CERTIFIER
Execution Date	13/05/2022

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STACKS
LAW FIRM

Our Reference: ADM:MVB:kts:220264
Your Reference:

Contact
A D Mitchell
Lawyer
07 5536 1311
tmitchell@stacklaw.com.au

NSW Land Registry Services
Level 30
175 Liverpool Street
SYDNEY NSW 2000

Dear Sir/Madam

4 May 2022

HOMEWORLD LEPPINGTON PTY LTD ACN 639 907 207 (CAVEATOR)
MARDANHEN PTY LIMITED
PROPERTY: LOTS 17, 18 & 19 IN DP1280461, 4, 6 & 8 CATO CIRCUIT, LEPPINGTON
CONSENT TO REGISTRATION OF MORTGAGE

We act for Homeworld Leppington Pty Ltd ACN 639 907 207 and note that our client has lodged a Caveat (Registered No. AR336397) over the abovementioned Lots.

This letter confirms our client's consent to registration of the following dealing in respect of the abovementioned Lots:-

- Registration of a Mortgage to Australian Commercial Mortgage Corporation Pty Ltd ACN 109 865 590 in its capacity as Trustee of the Balmain Opportunity Trust.

Yours faithfully

A D Mitchell
Lawyer

Req:R700367 /Doc:DL AS888721 /Rev:28-Feb-2023 /NSW LRS /Prt:08-Jul-2024 13:56 /Seq:1 of 2
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Lodger Details

Lodger Code	500001
Name	NATIONAL AUSTRALIA BANK LIMITED
Address	L 8, 700 BOURKE ST MELBOURNE 3008
Lodger Box	45A
Email	PEXA.NOTIFICATIONS@NAB.COM.AU
Reference	BUSINESS CM TEA

For Office Use Only

AS888721

MORTGAGE

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or interest being mortgaged

FEE SIMPLE

Land Title Reference	Part Land Affected?	Land Description
19/1280461		

Mortgagor

Name	MARDANHEN PTY LIMITED
ACN	641882733

Mortgagee

Name	NATIONAL AUSTRALIA BANK LIMITED
ACN	004044937
Australian credit licence	230686

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference AP597410

(b) Additional terms and conditions
Nil

ATTACHMENT

See attached Caveator's Consent

Mortgage Execution

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
(a) has taken reasonable steps to verify the identity of the mortgagor, or his, her or its administrator or attorney; and
(b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.

Executed on behalf of	NATIONAL AUSTRALIA BANK LIMITED
Signer Name	BENJAMIN FOLEY
Signer Organisation	NATIONAL AUSTRALIA BANK LIMITED
Signer Role	EMPLOYEE CERTIFIER
Execution Date	27/02/2023

Req:R700367 /Doc:DL AS888721 /Rev:28-Feb-2023 /NSW LRS /Prt:08-Jul-2024 13:56 /Seq:2 of 2
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STACKS
LAW FIRM

Our Reference: ADM:MVB:kts:230091
Your Reference:

Contact
A D Mitchell
Lawyer
07 5536 1311
tmitchell@stacklaw.com.au

NSW Land Registry Services
Level 30
175 Liverpool Street
SYDNEY NSW 2000

Dear Sir/Madam

22 February 2023

HOMEWORLD LEPPINGTON PTY LTD ACN 639 907 207 (CAVEATOR)
INVESTOR: MARDANHEN PTY LIMITED
PROPERTY: LOTS 17, 18 & 19 IN DP1280461, 4, 6 & 8 CATO CIRCUIT, LEPPINGTON
CONSENT TO REGISTRATION OF MORTGAGE

We act for Homeworld Leppington Pty Ltd ACN 639 907 207 and note that our client has lodged a Caveat (Registered No. AR336397) over the following Lots:

- 17/1280461
- 18/1280461
- 19/1280461

This letter confirms our client's consent to discharge of the mortgage on title in favour of Australian Commercial Mortgage Corporation Pty Ltd and to registration of the following dealing in respect of the abovementioned Lots:-

- Registration of a Mortgage to National Australia Bank.

Yours faithfully

A D Mitchell
Lawyer

camden council

PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

APPLICANT: linlin Ya
DC balog Solicitors
129/267 Castlereagh St
sydney 2000

Certificate number:	20228860
Reference number:	1093109
Certificate issue date:	08/07/2024
Certificate fee:	$174.00
Applicant's reference:	Mardanhen 11281
Property number:	1189844
Applicant's email:	linlin@dcb-law.com

DESCRIPTION OF PROPERTY

Land Description: LOT: 19 DP: 1280461

Address: **8 Cato Circuit 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) 2008

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)

Camden Local Environmental Plan 2010.

DEVELOPMENT CONTROL PLANS (DCPs)

Camden Development Control Plan 2019, 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 – protection of fuel pipelines; temporary uses in future infrastructure corridors; an exempt and complying development framework for cemeteries; improving planning processes to deliver infrastructure faster

SEPP (Exempt and Complying Development Codes) 2008 - Proposed amendment – complying development for farm buildings, rural sheds and earthworks

PROPOSED LOCAL ENVIRONMENTAL PLANS (LEPs)

No.

DRAFT DEVELOPMENT CONTROL PLANS (DCPs)

Draft Camden DCP 2019 - Ridgelines and Steep Land 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 land in a zone, however described—

(a) ZONE R2 LOW DENSITY RESIDENTIAL - CAMDEN LOCAL ENVIRONMENTAL PLAN 2010

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

(i) Permitted without consent

Home occupations

(ii) Permitted with consent

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

(iii) Prohibited

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

(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,

No.

(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 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

Greater Sydney Region

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

Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024.

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

No.

(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 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of 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 complying development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

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)(b1)–(d) or 1.16A.

(2) If exempt 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 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 3.15.

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.

No response required

(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.

Unknown.

(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 another risk, other than flooding.

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

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

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 land is affected by the provisions of a Development Control Plan and by Planning for Bush Fire Protection (NSW Rural Fire Service) that may restrict the development of the 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 and salinity assessment for specific types of development within the Camden local government area. This includes mandatory building requirements, unless other requirements are identified in any site specific salinity risk assessment or salinity management plan applying to the land. Please refer to Council's policy 'Building in a Salinity Prone Environment' and to requirements in the relevant Development Control Plan that applies to the land.

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.

All of the land has been identified as bush fire prone land on the Camden Council Bush Fire Prone Land Mapping, as certified by the Commissioner of the NSW Rural Fire Service under Section 10.3(2) of the Environmental Planning and Assessment Act, 1979.

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.

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 AEROTROPOLIS

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

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that 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 40(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.

Yes.

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

OTHER INFORMATION

1. Western Sydney Airport and Western Sydney Aerotropolis

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

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

On 12 December 2016 the Minister for Urban Infrastructure determined the Western Sydney Airport Plan. This determination provides the authorisation to allow the construction and operation of stage 1 of the proposed airport (a single runway facility expected to be operational in late 2026).

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

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

On 27 June 2023, the Australian Government released its preliminary flight path design for single runway operation of the Western Sydney International (Nancy-Bird Walton) Airport for the community to view.

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

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

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

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

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

State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 4, identifies the location, and relevant planning controls applying to land identified within the North South Rail Line and South West

Rail Link Extension corridors, including land within the Camden LGA. The identification of the Outer Sydney Orbital Corridor was not included in this State Environmental Planning Policy.

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

3. Miscellaneous Information

* COAL SEAM GAS EXTRACTION:

Coal Seam Gas Extraction has previously taken place within the Camden Local Government Area. The Camden Gas Plant ceased production in August 2023. Decommissioning of the plant and the progressive capping and abandoning of the remaining wells and rehabilitation of the land is ongoing. Enquiries may be made to AGL Gas Production (Camden) Pty Limited, or the relevant licence holder, as to the location of gas wells.

* CONTAMINATION INFORMATION:

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

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

- Preliminary detailed contamination investigations, identifying whether there is, was or was not any contamination or potential contaminating activities affecting the land;

- Remediation action plans setting out works required to deal with any contamination and make the land suitable for its intended use;

- Validation reports and / or independent site audits which verify the satisfactory completion of remediation or decontamination works;

- Environmental Management Plans.

* SALINITY INFORMATION:

In relation to Council's requirements for salinity assessment for specific types of development within the Camden local government area, there are salinity report/s or management plans which apply to the land.

Further details can be obtained from Council, please contact Council's customer service.

Note: Where a section 88B instrument applies to the land this may include a restriction specifying the relevant salinity management plan.

* WESTERN SYDNEY AIRPORT - Obstacle Limitation Surface:

The land is within the Obstacle Limitation Surface (OLS) established within a radius of approximately 15km of Western Sydney Airport, with potential height or development limitations to protect airport airspace.

Further information, including the height of the OLS at any point around the airport, is available on Western Sydney Airport website:https://www.wsaco.com.au/about/airspace-protection-for-western-sydney-airport

* ODOUR AND URBAN DEVELOPMENT IN THE SOUTH WEST GROWTH AREA:

There are existing odour producing operations in the Camden local government area and adjoining local government areas, including poultry farms, piggeries and horticulture. Odour from these operations may at times be experienced by those occupying the property.

* CAMDEN SECTION 7.12 DEVELOPMENT CONTRIBUTIONS PLAN:

For development including alterations and additions or the knockdown and rebuild of dwellings, the provisions of this Plan do not come into effect until 20 October 2025. To clarify, a development application (DA) or Complying Development Certificate (CDC) which has been submitted prior to 20 October 2025 but not determined shall be determined and include contribution conditions in accordance with the provisions of the Plan which applied at the date of determination.

* VOLUNTARY PLANNING AGREEMENTS:

The Emerald Hills Planning Agreement applies to the land.

* ADDITIONAL FLOOD INFORMATION: NO FORMAL STUDY FOR PROBABLE MAXIMUM FLOOD (PMF):

The subject land is outside the flood planning area (FPA) but the PMF is unknown and may subject to flood related development controls.

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

8 July 2024

Dye & Durham Pty Ltd

Reference number: **8003536039**

Property address: **8 Cato Cct 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.

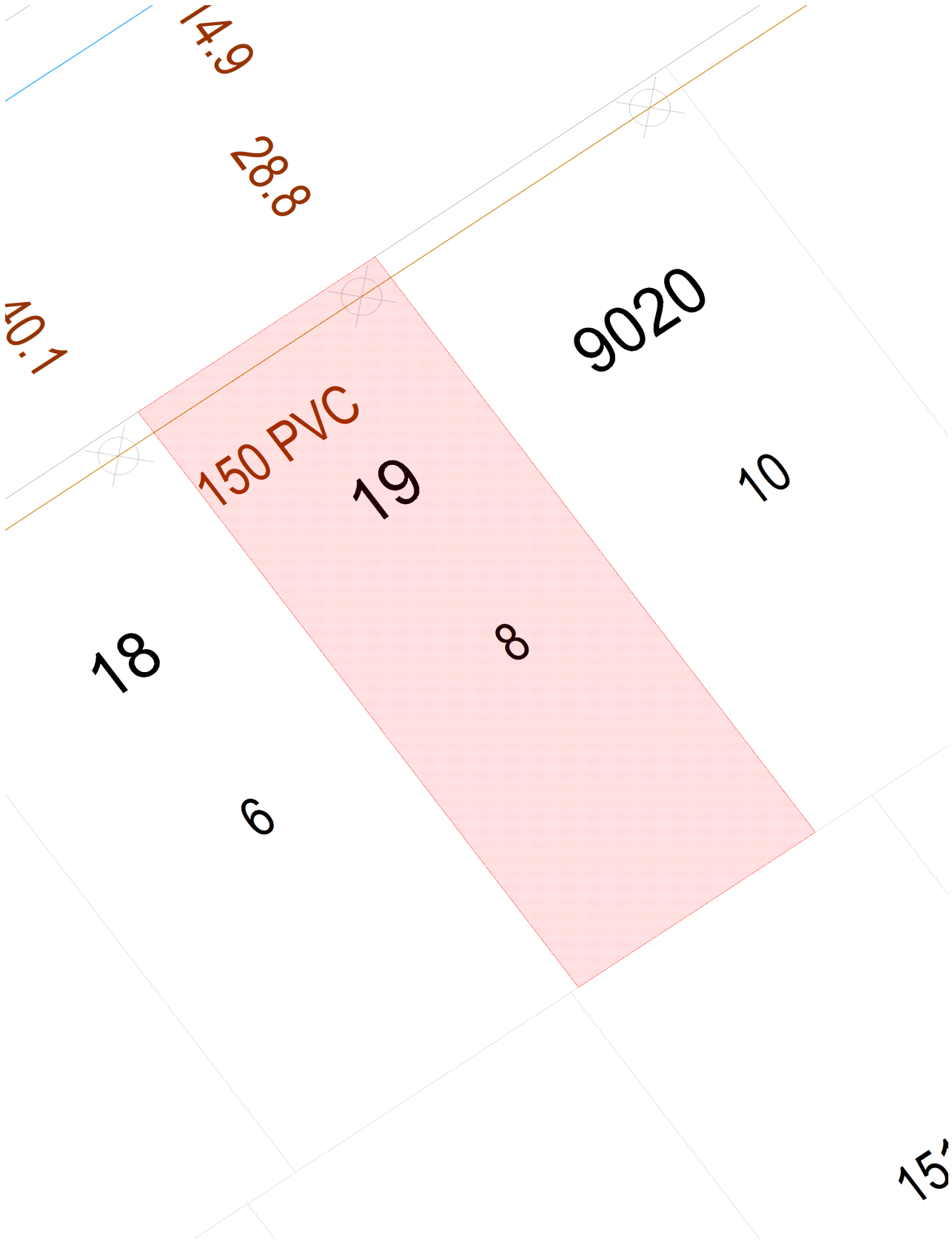
The fee you paid has been used to cover the cost of searching our records.

Yours sincerely

Jodie Gray
Manager Customer Accounts

Service Location Print

Application Number: 8003536040



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

Asset Information

Legend

Sewer

- Sewer Main (with flow arrow & size type text) — 225 PVC
- Disused Main
- Rising Main
- Maintenance Hole (with upstream depth to invert) — 1.7
- Sub-surface chamber
- Maintenance Hole with Overflow chamber
- Ventshalft EDUCT — VSE
- Ventshaft INDUCT — VSI
- Property Connection Point (with chainage to downstream MH) — 10.8
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point — RP
- Lamphole
- Vertical — VERT
- Pumping Station — SP0882
- Sewer Rehabilitation

Pressure Sewer

- Pressure Sewer Main
- Pump Unit (Alarm, Electrical Cable, Pump Unit) — A
- Property Valve Boundary Assembly
- Stop Valve
- Reducer / Taper
- Flushing Point — FP

Vacuum Sewer

- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
- Clean Out Point

Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

Property Details

- Boundary Line
- Easement Line
- House Number
- Lot Number
- Proposed Land
- Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

- WaterMain - Potable (with size type text) — 200 PVC
- Disconnected Main - Potable
- Proposed Main - Potable
- Water Main - Recycled
- Special Supply Conditions - Potable
- Special Supply Conditions - Recycled
- Restrained Joints - Potable
- Restrained Joints - Recycled
- Hydrant
- Maintenance Hole
- Stop Valve
- Stop Vale with By-pass
- Stop Valve with Tapers
- Closed Stop Valve
- Air Valve
- Valve
- Scour
- Reducer / Taper
- Vertical Bends
- Reservoir
- Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

- Potable Water Main
- Recycled Water Main
- Sewer Main
- Symbols for Private Mains shown grey

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	**AC**	Asbestos Cement
BRICK	Brick	**CI**	Cast Iron
CICL	Cast Iron Cement Lined	**CONC**	Concrete
COPPER	Copper	**DI**	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	**DIPL**	Ductile Iron Polymeric Lined
EW	Earthenware	**FIBG**	Fibreglass
FL BAR	Forged Locking Bar	**GI**	Galvanised Iron
GRP	Glass Reinforced Plastics	**HDPE**	High Density Polyethylene
MS	Mild Steel	**MSCL**	Mild Steel Cement Lined
PE	Polyethylene	**PC**	Polymer Concrete
PP	Polypropylene	**PVC**	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	**PVC - O**	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	**RC**	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	**S**	Steel
SCL	Steel Cement (mortar) Lined	**SCL IBL**	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	**SPL**	Steel Polymeric Lined
SS	Stainless Steel	**STONE**	Stone
VC	Vitrified Clay	**WI**	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
   (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
   (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
    (a) to what year has a return been made?
    (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
    (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
    (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
    (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a

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copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:
  (i) please identify the building work carried out;
  (ii) when was the building work completed?
  (iii) please state the builder's name and licence number;
  (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).

(f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.

17.
(a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?

(b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?

18. If a swimming pool is included in the sale:
(a) did its installation or construction commence before or after 1 August 1990?

(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993* (NSW)?

(c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;

(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?

(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;

(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

19.
(a) To whom do the boundary fences belong?

(b) Are there any party walls?

(c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.

(d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?

(e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?

Affectations/Benefits

20.
(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
  (i) whether there are any existing breaches by any party to it;
  (ii) whether there are any matters in dispute; and
  (iii) whether the licensor holds any deposit, bond or guarantee.

(b) In relation to such licence:
  (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
  (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

21. Is the vendor aware of:
(a) any road, drain, sewer or storm water channel which intersects or runs through the land?

(b) any dedication to or use by the public of any right of way or other easement over any part of the land?

(c) any latent defects in the Property?

22. Has the vendor any notice or knowledge that the Property is affected by the following:
(a) any resumption or acquisition or proposed resumption or acquisition?

(b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

(c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?

(d) any sum due to any local or public authority? If so, it must be paid prior to completion.

(e) any realignment or proposed realignment of any road adjoining the Property?

(f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?

23. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?

24.
    (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
    (b) If so, do any of the connections for such services pass through any adjoining land?
    (c) Do any service connections for any other property pass through the Property?

25. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

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

Requisitions and transfer

27. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
28. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
29. If any document required for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
30. If the vendor holds a certificate of title, it must be delivered to the purchaser immediately after completion or as directed by the purchaser, in accordance with the Contract.
31. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
32. The purchaser reserves the right to make further requisitions prior to completion.
33. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

34. If the Contract is an off the plan contract:
    (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
    (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
    (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.
    (d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?
    (e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.

RESIDENTIAL BuildingCertifiers

NSW OFFICE
19 Breton Street
BOX HILL NSW 2765
T 0403 280 297
ABN 18 143 770 807
www.nyps.com.au

OCCUPATION CERTIFICATE No: OC/D/2022/014

Issued under the Environmental Planning and Assessment Act 1979 Sections 6.3(1)(C), 6.9

Applicant	
Name:	ANSA HOMES PTY LTD
Address:	PO BOX 1028, NARELLAN NSW 2567
Property Details	
Address:	8 CATO CIRCUIT, LEPPINGTON NSW 2179
Lot / Portion No:	LOT 9019
Section:	-
DP No:	DP 1259193
Municipality:	CAMDEN COUNCIL
Complying Development No	CDC/2022/014
Date of Determination	02/02/2022
Proposed Development	CONSTRUCTION OF TWO STOREY DWELLING
Building Class	CLASS 1A
Occupation Certificate for	WHOLE
Date of Approval	01/12/2022

I, Yucel Haydardedeoglu certify that:

1. I have been appointed as the Principal Certifying Authority under S6.5 of the *Environmental Planning and Assessment Act 1979.*
2. A Complying Development Certificate is in force with respect to the building
3. The building is suitable for occupation or use in accordance with its classification under the National Construction Code 2019 (volume 2)
4. The dwelling(s) is safe to occupy

Right of Appeal: Under Section 8.16 of the *Environmental Planning and Assessment Act 1979* an applicant may appeal to the Land and Environment Court against the determination to issue an Occupation Certificate within 12 months from the date of the determination.

Signature

Yucel Haydardedeoglu
Accredited Certifier
BDC Registration No 2156

icare™ | HBCF

Certificate in respect of insurance for residential building work

Policy No: HBCF22017005 **Policy Date:** 28/03/2022

A contract of insurance complying with sections 92 and 96 of the ***Home Building Act 1989*** (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the ***State Insurance and Care Governance Act 2015***.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period
In respect of	New Single Dwelling Construction
Description of construction as advised by builder^	Two Storey Dwelling
At	
	8 Cato Circuit
	Leppington New South Wales 2179
Site plan number^	NA
Site plan type^	NA
Homeowner	Mardanhen Pty Ltd
Carried out by	ANSA HOMES PTY LTD
Licence number	241220C
Builder job number^	2072
Contract amount^	$628,529.00
Contract date^	19/11/2021
Premium paid	$5,839.47
Cost of additional products or services under contract	Nil - no additional services
Price (including GST and Stamp Duty) Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	$7,001.53

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

There are absolute limits on what you can be paid under this insurance, both in respect of non-completion of the works and as a total policy limit. Please review the policy wording closely for those limits. In summary, the total limit of the policy in any case (including the non-completion of building work, defective building work and any other costs covered by the policy) is $340,000 per dwelling, with a sub-limit in respect of the non-completion of the building work of 20% of the contract price (as varied). This policy will never pay more than 20% of the contract price (as varied) in respect of the non-completion of building work, and never more than $340,000 per dwelling for all loss, damage, costs and liabilities covered.

Certificate No: HBCF22017005 **Issued on:** 28/03/2022

Nathan Agius, General Manager, General Lines Underwriting
Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

FARMHOUSE (JOB 2072)
EMERALD HILLS

HPM (WHITE) LED DOWNLIGHTS NATURAL

HPM POWER POINTS & LIGHT SWITCHES TO BE CONFIRMED

TENDER INCLUSIONS:
- Bosch Security System- 5 x PIRs, 1 x Keypad, External Siren/Strobe & 2 x Remote Controls

BEDSIDE LIGHTS and GPO's to be controlled by Master Switch on timer (Highlighted Yellow)

ALL EXTERNAL LIGHTS ON TIMER (Highlighted Yellow)

KITCHEN APPLIANCES
- Oven: SMEG TRA90BL9
- Rangehood: SMEG Undermount PUM901X
- Dishwasher: SMEG Built-in DWAF16214-2
- Fridge Panels: BLG160BSB
- Microwave: FMIA120N2

PILLAR LIGHTS
Site Supervisor to arrange separate site visit for Natmac Electrical to run conduits and wiring for pillar lights.
Also separate visit for Double GPO to side of Stairwell in Foyer

SPECIAL ~ 1 Supply & Install Timer for external lights as indicated - Price TBC by electrician

SPECIAL ~ 1 Supply & Install Timer with Master Switch for interior lights and power points as indicated - Price TBC by electrician

SPECIAL ~ 1 Separate Site visit by Natmac Electrical to run wiring for Power Point to side of Stairwell - Foyer

SPECIAL ~ 2 Install Feature Pendant to Dining & Retreat - Pricing TBC by electrician

SPECIAL ~ 4 Install Simple Pendant to Island Bench (3) & Master Bedroom - Pricing TBC by electrician

SPECIAL ~ 11 Install Wall Sconces to Study (2), Ground Floor Hallway, Stairwell (4), Ensuite (2) & Bathroom (2) - Price TBC by electrician

SPECIAL ~ 7 Install External Wall Lights - Front Facade (2), Garage Side of House (2), Laundry & Balcony (2) - Price TBC by electrician

WIRING FOR SPEAKERS & PLAYER TO ALL DISPLAY HOMES

ELECTRICAL PLAN

Amended 04.04.22 MD Amended 08.06.22 MD
Amended 09.06.22 MD (2) Amended 06.07.22 MD
Amended 21.07.22 MD

Extra Light Circuits(s) & Safety Switch(es): 3

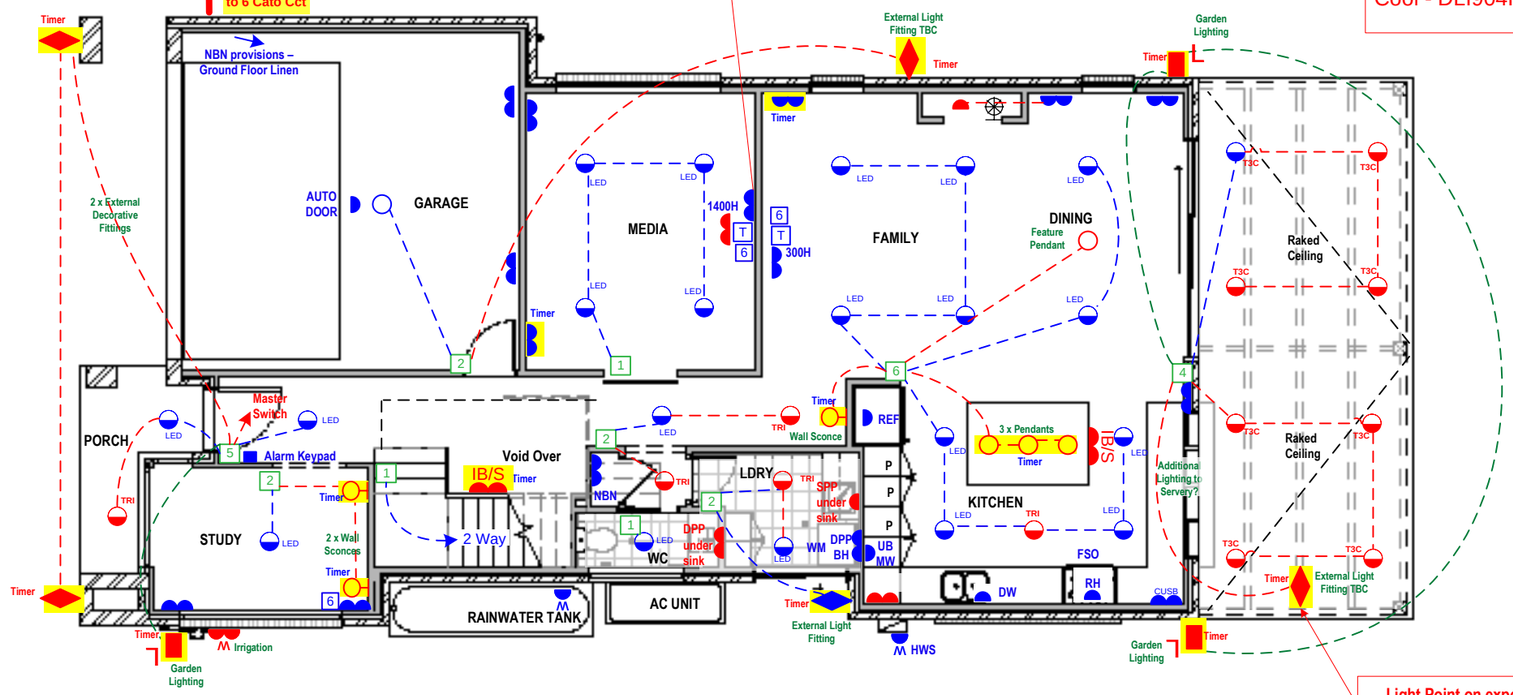
Extra Power Circuit(s) & Safety Switch(es): 1

Standards Supply & Install
Standard - Supply & Install LED Downlight: 20

Supply & Install
Supply & Install HPM LED Downlight - White - Tri Colour - DLI90TRIWE: 25
Supply & Install HPM Tilt LED Downlight - White - Cool - DLI904KTILTWE: 17

4 x Cat 6 data Tie ins for Modem run inside underground access conduit to – 6 Cato Circuit

Supply & Install 2 x 40mm Conduits with Draw Wire ONLY for Future Wall Mount TV - includes 2 x Reverse Bullnose Plates with Drawstring Fixed Under Cover Plate



Light Point on exposed beam centre for BBQ

GROUND FLOOR ELECTRICAL PLAN 1:100

Location of WP SPP for Rainwater Tank & HWS to be Determined on Site by Contractor

Power Points on Nearest Stud

Telephone Cable Lead-In & Connection to be Organised by Client with Service Provider After Completion of Construction

Position of Meter Box determined on-site by Builder designated Contractor, not Your Home Consulting

SPECIAL ~ 1 Supply & Install underground access conduit and wall boxes between dwellings (from 6 Cato Circuit to 8 Cato Circuit)

SPECIAL ~ 4 Supply & Install Cat 6 data tie ins to future Modem location from 6 Cato Circuit & 8 Cato Circuit

Additional Conduit & Call Out for up to 2 Light Points on External Columns

Electrical Plans to be used in conjuction with Construction Plans

ONLY BUILDERS ELECTRICIAN ALLOWED TO RUN CABLES

EXTERNAL LIGHT POINTS AT STANDARD HEIGHT

MEASUREMENTS ARE APPROXIMATE ONLY. POINTS WILL BE PLACED AS CLOSE AS POSSIBLE TO LOCATION ON PLAN

POSITION OF ELECTRICAL POINTS SUBJECT TO CONSTRUCTION & WET AREA CONSTRAINTS

ATRIA DESIGNS

CC PLAN

PROJECT

SHEET CONTENT: GROUND ELECTRICAL

HOUSE TYPE: **FARMHOUSE**

PROPERTY ADDRESS: LOT 9019 CATO CIRCUIT, EMERALD HILLS

CLIENT: -

SIGN OFF

CLIENT

I / WE _____

CONFIRM THESE DRAWINGS ACCORD WITH OUR REQUIREMENTS AND AUTHORISE THEIR USE FOR NEXT STAGE PURPOSES

SIGNED _____ DATE _____

SIGNED _____ DATE _____

GENERAL NOTES:

* THE CONTRACTOR IS RESPONSIBLE FOR SETTING OUT AND CHECKING ALL LEVELS AND DIMENSIONS ON SITE PRIOR TO COMMENCING ANY SITE WORKS
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*UNLESS OTHERWISE DIMENSIONED ALL STUD WALLS ARE 90mm THICK AND ALL BRICK VENEER WALLS ARE 258mm THICK
*DIMENSIONS TO STRUCTURAL TIMBERS & FACE OF BRICKS EXCLUDING BATTENS, PLASTERBOARD ETC.
*REFER TO ENGINEERS DETAILS FOR STRUCTURAL MEMBERS

ANSA HOMES
T (02) 4948 2339
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E office@ansahomes.com.au
W www.ansahomes.com.au
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SCALE:	AS SHOWN	SHEET NUMBER:	ATRIA JOB NUMBER:
DATE:	10-02-22	17/16	J1586
DRAWN:	Author		ANSA JOB NUMBER: 2072
PAGE SIZE:	A3		

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WIRING FOR SPEAKERS & PLAYER TO ALL DISPLAY HOMES

BEDSIDE LIGHTS and GPO's to be controlled by Master Switch on timer (Highlighted Yellow)

ALL EXTERNAL LIGHTS ON TIMER (Highlighted Yellow)

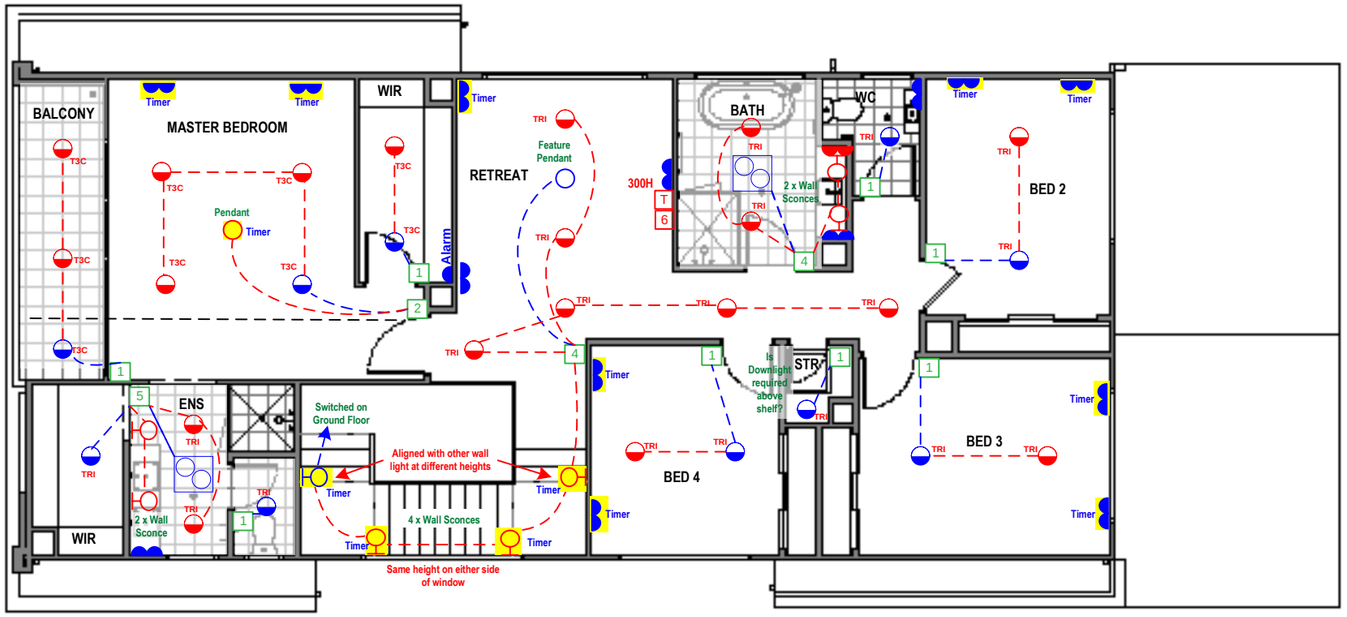
ELECTRICAL PLAN

Amended 04.04.22 MD Amended 08.06.22 MD
Amended 09.06.22 MD (2) Amended 06.07.22 MD
Amended 21.07.22 MD

HPM EXCEL LIFE GLOSS OR MATT (WHITE) POWER POINTS & LIGHT SWITCHES INCLUDED AS STANDARD

HPM (WHITE) LED DOWNLIGHTS NATURAL

FARMHOUSE (JOB 2072) EMERALD HILLS



FIRST FLOOR ELECTRICAL PLAN 1:100

Power Points on Nearest Stud

Electrical Plans to be used in conjuction with Construction Plans

ONLY BUILDERS ELECTRICIAN ALLOWED TO RUN CABLES

EXTERNAL LIGHT POINTS AT STANDARD HEIGHT

MEASUREMENTS ARE APPROXIMATE ONLY. POINTS WILL BE PLACED AS CLOSE AS POSSIBLE TO LOCATION ON PLAN

POSITION OF ELECTRICAL POINTS SUBJECT TO CONSTRUCTION & WET AREA CONSTRAINTS

ATRIA DESIGNS

CC PLAN

PROJECT

SHEET CONTENT: FIRST ELECTRICAL

HOUSE TYPE: **FARMHOUSE**

PROPERTY ADDRESS: LOT 9019 CATO CIRCUIT, EMERALD HILLS

CLIENT: -

SIGN OF

CLIENT

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SIGNED..... DATE.....

SIGNED..... DATE.....

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*REFER TO ENGINEERS DETAILS FOR STRUCTURAL MEMBERS

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DATE: 10-02-22		ANSA JOB NUMBER: 2072	
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PAGE SIZE: A3			

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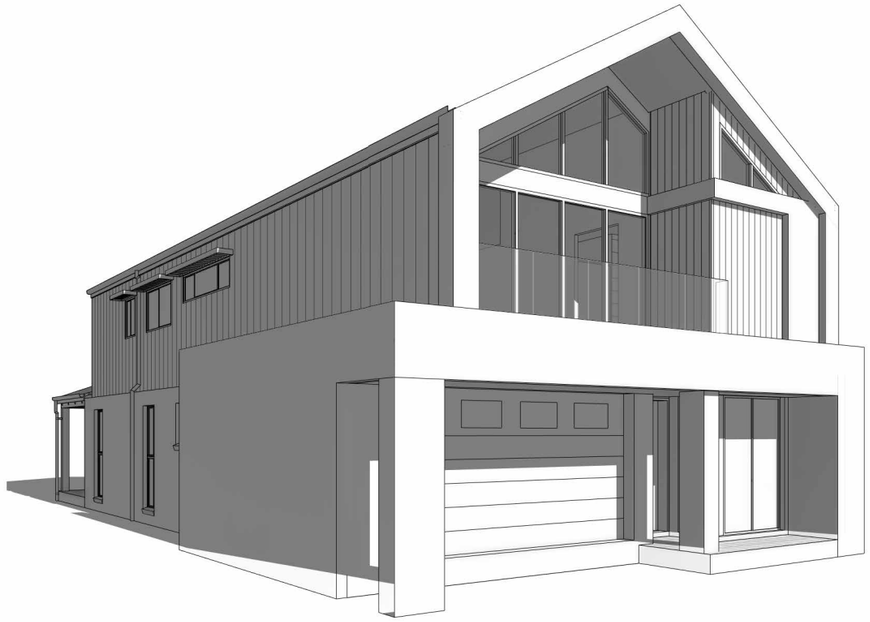
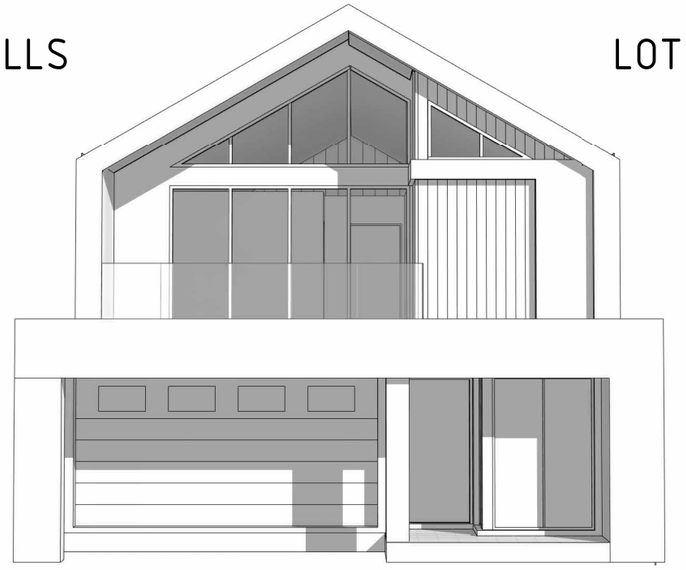


3D-PERSPECTIVE LEFT CORNER
LOT 9019, CATO CIRCUIT, EMERALD HILLS

3D-PERSPECTIVE RIGHT CORNER
LOT 9019, CATO CIRCUIT, EMERALD HILLS

Sheet List

Sheet Number	Sheet Name
1	COVER SHEET
2	SITE PLAN
3	COMPLIANCE PAGE
4	GROUND FLOOR PLAN
5	FIRST FLOOR PLAN
6	ELEVATIONS
7	ELEVATIONS
8	SECTION/DETAILS/SCHEDULE
9	WET AREA DETAILS
10	WET AREA DETAILS
11	WET AREA DETAILS
12	SLAB PLAN
13	SITE MANAGEMENT PLAN
14	ROOF PLAN
15	LANDSCAPE PLAN
16	BASIX



3D-PERSPECTIVE
LOT 9019, CATO CIRCUIT, EMERALD HILLS

ATRIA DESIGNS

CC PLAN

PROJECT

SHEET CONTENT: COVER SHEET

HOUSE TYPE: CHARLOTTE

PROPERTY ADDRESS: LOT 9019 CATO CIRCUIT, EMERALD HILLS

CLIENT: .

SIGN OFF

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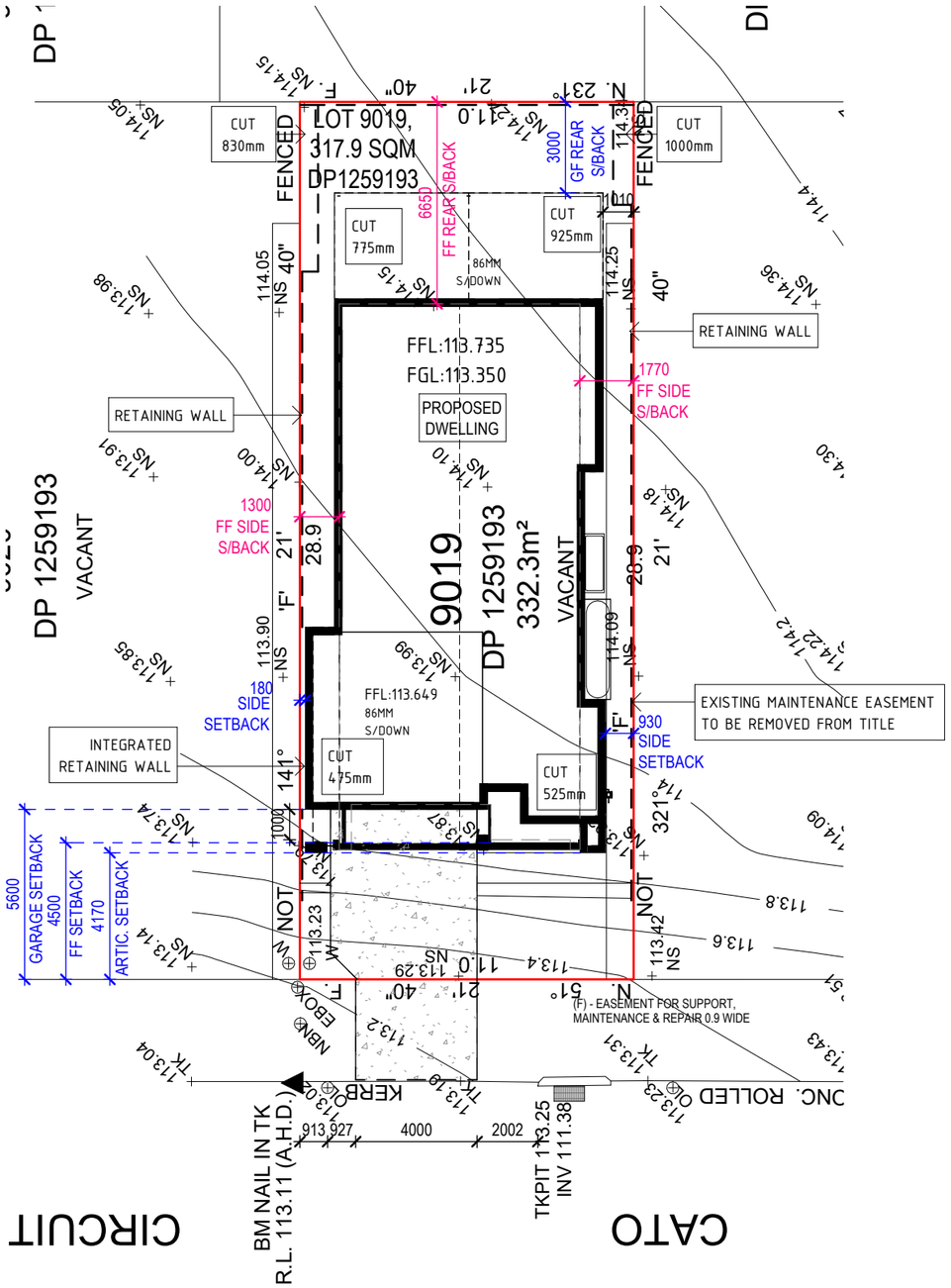
SHEET NUMBER: 1/16

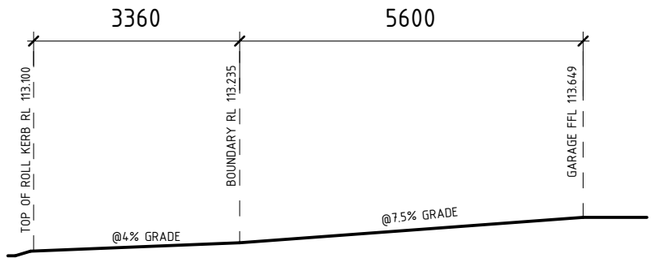
ATRIA JOB NUMBER: J1586
ANSA JOB NUMBER: 2072

REVISIONS

REV	DATE	REVISION DESCRIPTION	DRAWN BY
5	23-09-21	AMENDED PERMIT	RB
6	10-02-22	CC PLANS	IZ
7	04-04-22	AMENDED CC PLANS	JG



SITE PLAN 1:200



DRIVEWAY PROFILE

SCALE 1:100

ATRIA DESIGNS

CC PLAN

PROJECT

SHEET CONTENT: SITE PLAN

HOUSE TYPE: CHARLOTTE

PROPERTY ADDRESS: LOT 9019 CATO CIRCUIT, EMERALD HILLS

CLIENT: .

SIGN OFF

CLIENT

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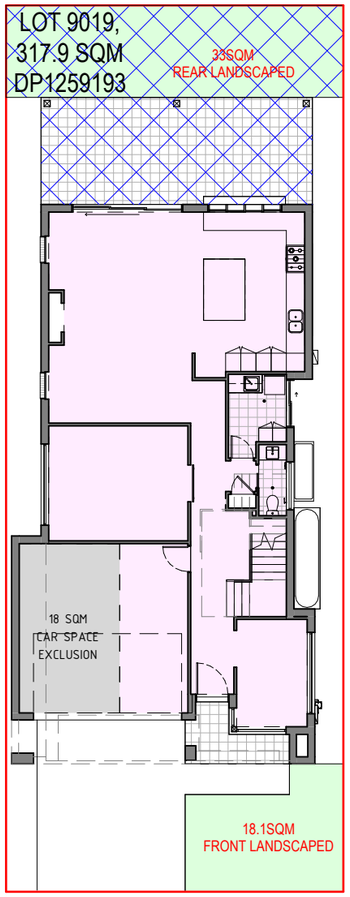
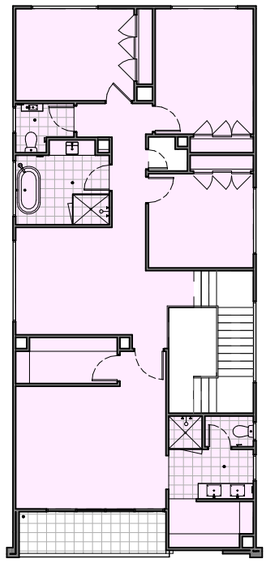
6	10-02-22	CC PLANS	IZ
7	04-04-22	AMENDED CC PLANS	JG

TOTAL FLOOR AREA

FIRST FLOOR	134.58 m²
GROUND FLOOR	117.89 m²
GARAGE	33.51 m²
ALFRESCO	29.66 m²
BALCONY	7.50 m²
PATIO	5.37 m²
TOTAL AREA	328.51 m²
	35.36SQS



GROUND FLOOR PLAN



FIRST FLOOR PLAN

COMPLIANCE PLAN 1:200

- DENOTES LANDSCAPED AREA : 51.1SQM
- DENOTES PRIVATE OPEN SPACE : 63.7SQM
- DENOTES FLOOR SPACE RATIO : 233.6SQM

SEPP (CDC) 2008 PART 3C - GREENFIELDS

SITE AREA - 317.9SQM	REQUIRED	PROVIDED	COMPLIES Y/N
LOT REQUIREMENTS			
Lot must be in Zones	R1,R2,R3,R4,RU5	R2	Y
Minimum lot area	200m²	317.9m²	Y
Minimum lot width at building line	6m	11m	Y
Minimum depth of lot	25m	28.9	Y
Minimum dimensions of battle axe lot	12m x 12m	n/a	Y
Minimum width of accessway for battle axe lot	3m	n/a	Y
Maximum dwelling houses on lot at completion of development	1	1	Y
Minimum width of primary boundary on corner lot	6m	n/a	Y
DETERMINING LOT TYPE			
Standard lot, corner lot, parallel road lot, battle-axe lot		Standard	Y
A battle-axe lot has 3 side b'dries and a rear b'dry		n/a	Y
The rear b'dry for a battle-axe lot is the one opposite to which the front of hou...		n/a	Y
MAXIMUM BUILDING HEIGHT			
Max. building ht for a dwelling house & any attached development	8.50m	8.16m	Y
MAXIMUM GROSS FLOOR AREA OF ALL BUILDINGS			
Lot area >300-450m² Max GFA = 235m²	235m²	233.6m²	Y
MIN. SETBACKS & MAX. HEIGHT & LENGTH OF B'DRY WALLS PRIMARY ROAD SETBACKS			
PRIMARY ROAD SETBACKS	4.5m	4.5m	Y
SIDE SETBACKS			
For lots widths > 10.0m - <15.0 measured at the building line			
Min setback for any part up to 4.5m height			
RHS - SIDE A	0.00m	0.18m	Y
LHS - SIDE B	0.90m	0.93m	Y
Min stbck for part>4.5m-8.5m ht=0.9+1/4ht >4.5m			
RHS - SIDE A	1.20m	1.3m	Y
LHS - SIDE B	0.90m	1.77m	Y
REAR SETBACKS			
Setback for any part of building with a height up to 4.5m	3.0m	3.0m	Y
For lots with areas of 300m²- 900m²			
Setback for any part of building with a ht >4.5m - 8.5m	6.0m	6.55m	Y
SECONDARY ROAD SETBACKS FOR CORNER LOTS	N/A	N/A	N/A
PARALLEL ROAD SETBACKS FOR PARALLEL ROAD LOTS	N/A	N/A	N/A
CLASSIFIED ROAD SETBACKS	N/A	N/A	N/A
PUBLIC RESERVE SETBACKS	N/A	N/A	N/A
FRONT SETBACKS FOR BATTLE-AXE LOTS	N/A	N/A	N/A
OTHER DEVELOPMENT STANDARDS FOR BALCONIES, DECKS, PATIO, TERRACES & VERANDAHS ATTACHED TO SIDE OR REAR OF A DWELLING HOUSE			
Min. lot size to allow balcony, deck, patio, terrace or verandah	300m²	317.9m²	Y
Min. lot width to allow balcony, deck, patio, terrace or verandah	10m	11.0m	Y
LANDSCAPE DEVELOPMENT STANDARDS			
Lot area >300m² - 450m² Min = 15% of lot area	47.68m²	51.1m²	Y
Min. width and length for calculating landscaped areas	1.5m	1.5m	Y
LANDSCAPED AREAS TO BE PROVIDED AS FOLLOWS			
For lots =< 18m wide-25% area frwd of buildng line to be l'dscaped	12.6m	18.1m²	Y
Minimum 50% of landscaped area must be behing building line	23.84m	33.1m²	Y
ARTICULATION ZONE			
Max depth of artic. zone for houses with setback <3m	1.50m	0.33m	Y
Building elements to be max 25% of articulation zone	16.5m²	1.39m²	Y
CAR PARKING AND VEHICLE ACCESS REQUIREMENTS			
Min. off street parking spaces required for each dwelling	1	2	Y
Min setback if house setback=>4.5m,garage to be behind bldng line	1m	1.1m	Y
Max width of garage door for lots 12m or more	6.0m	4.8m	Y
EARTHWORKS, RETAINING WALLS AND STRUCTURAL SUPPORT EXCAVATION			
CUT			
Max excavation below natural ground level			
If excavation located			Y
=< 1.0 from boundary	1m	1m	Y
> 1m and no more than 1.5m from any boundary	2m	N/A	
FILL			
Max. fill external to building envelope	0.6m		Y
Max. internal fill wholly within building envelope	Not limited		Y
Fill > 150mm, & ext. to building to be max 50% landscaped area	1m		Y

ATRIA DESIGNS

CC PLAN

PROJECT

SHEET CONTENT: COMPLIANCE PAGE

HOUSE TYPE: CHARLOTTE

PROPERTY ADDRESS: LOT 9019 CATO CIRCUIT, EMERALD HILLS

CLIENT: .

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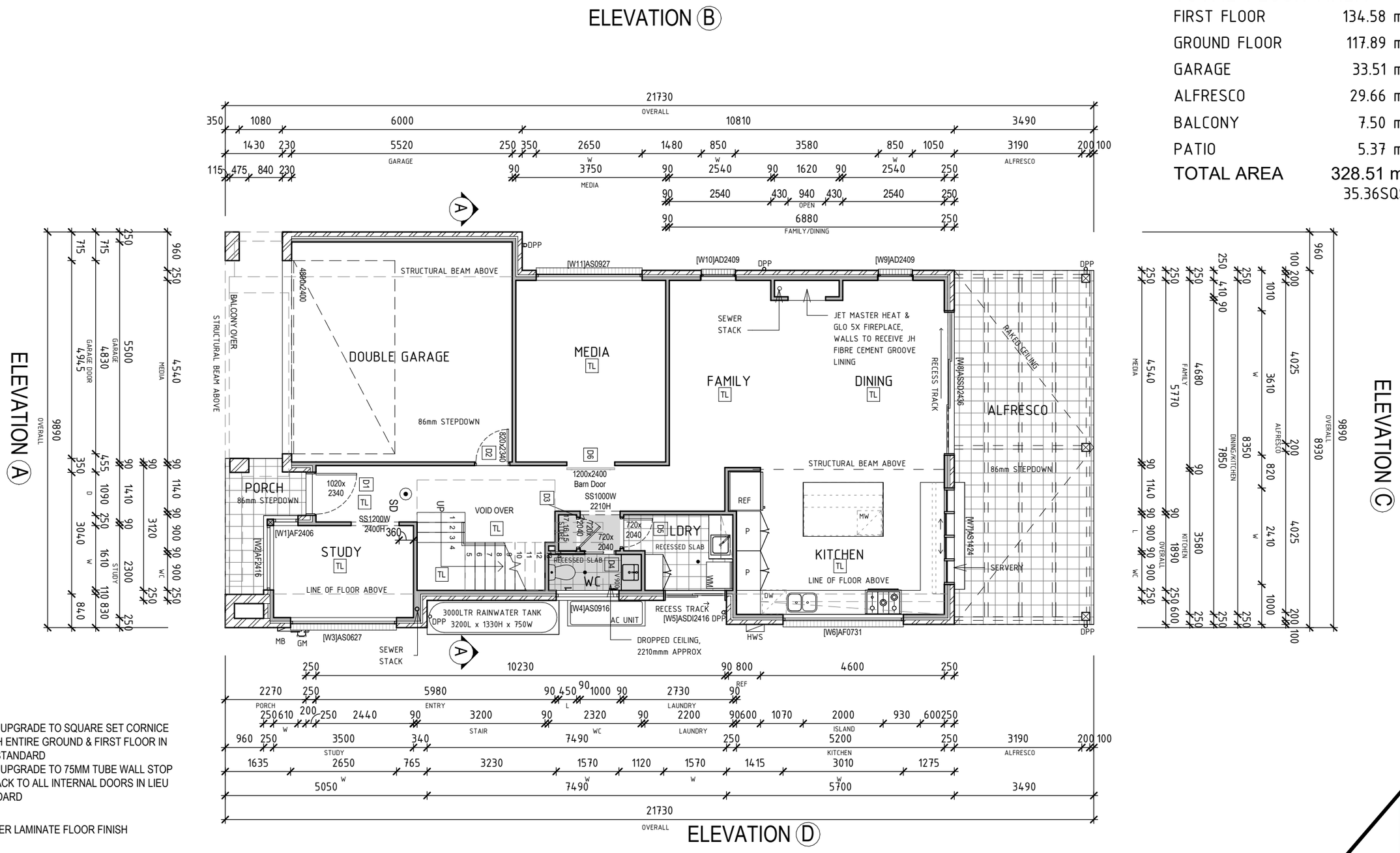
DATE: 10-02-22	3/16	J1586
DRAWN: IZ		ANSA JOB NUMBER:
PAGE SIZE: A3		2072

REVISIONS

REV	DATE	REVISION DESCRIPTION	DRAWN BY
5	23-09-21	AMENDED PERMIT	RB
6	10-02-22	CC PLANS	IZ
7	04-04-22	AMENDED CC PLANS	JG

TOTAL FLOOR AREA

FIRST FLOOR	134.58 m²
GROUND FLOOR	117.89 m²
GARAGE	33.51 m²
ALFRESCO	29.66 m²
BALCONY	7.50 m²
PATIO	5.37 m²
TOTAL AREA	328.51 m²
	35.36SQS



NOTES:
PROVIDE UPGRADE TO SQUARE SET CORNICE THROUGH ENTIRE GROUND & FIRST FLOOR IN LIEU OF STANDARD
PROVIDE UPGRADE TO 75MM TUBE WALL STOP MATT BLACK TO ALL INTERNAL DOORS IN LIEU OF STANDARD

TL -TIMBER LAMINATE FLOOR FINISH

GROUND FLOOR PLAN 1:200

ATRIA DESIGNS

CC PLAN

PROJECT

SHEET CONTENT: GROUND FLOOR PLAN

HOUSE TYPE: CHARLOTTE

PROPERTY ADDRESS: LOT 9019 CATO CIRCUIT, EMERALD HILLS

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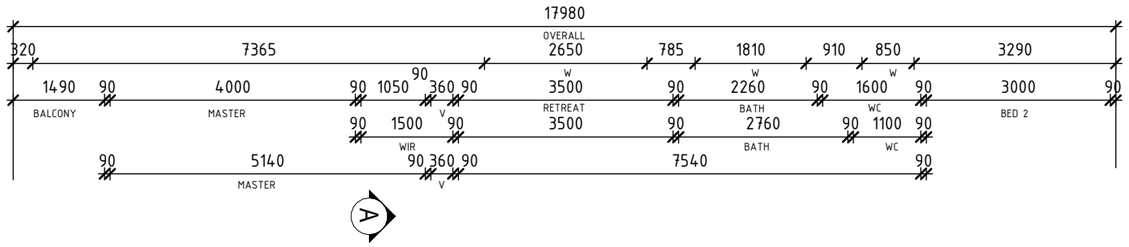
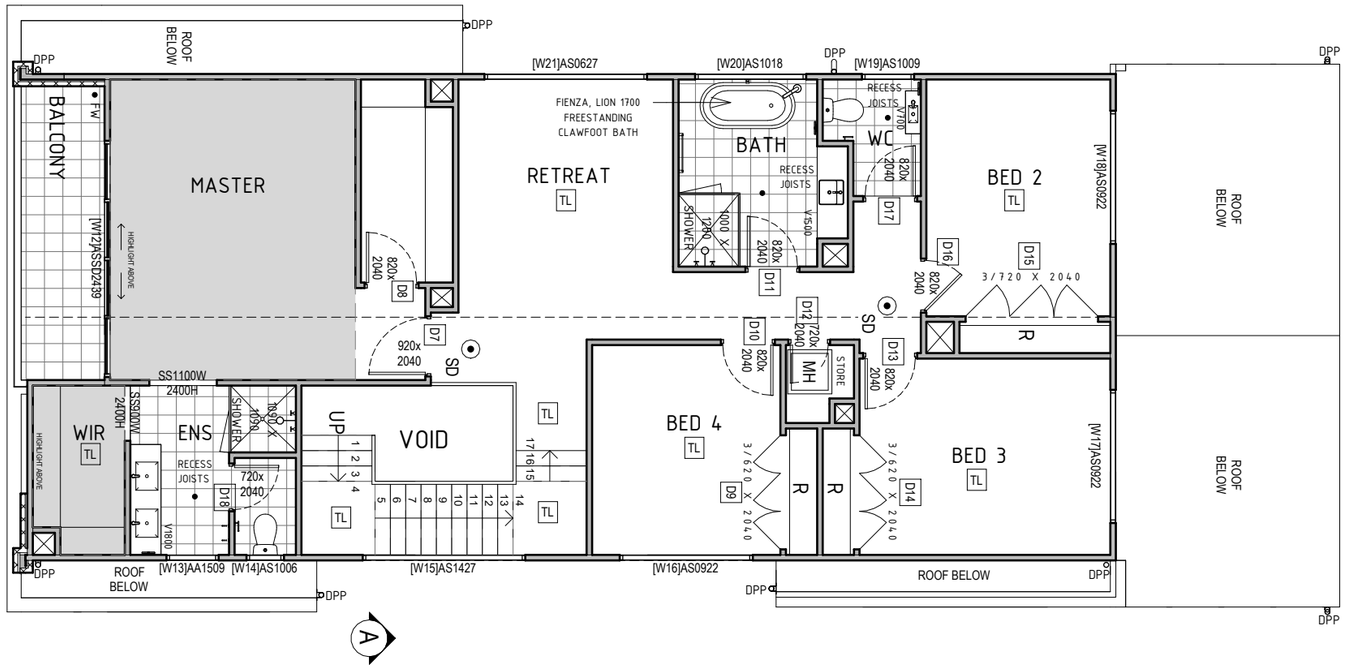
ELEVATION B





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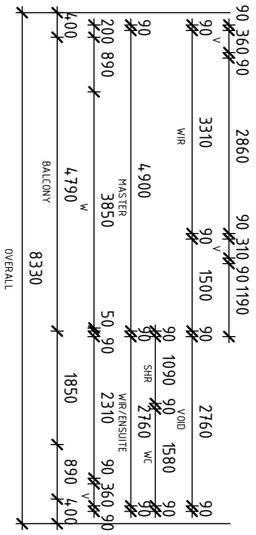

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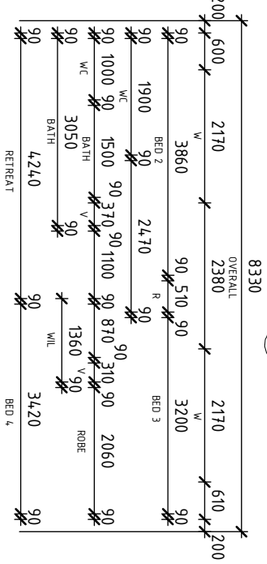
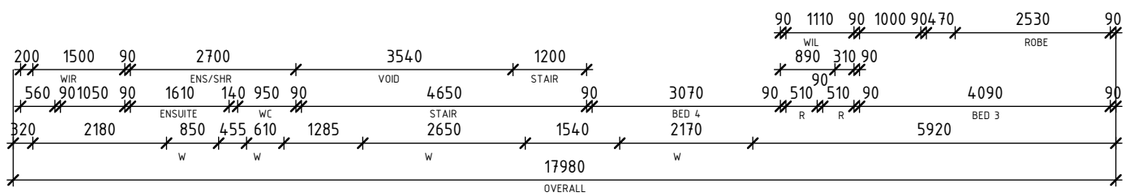


-HATCH DENOTES RAKED CEILING

TL -TIMBER LAMINATE FLOOR FINISH



ELEVATION D

FIRST FLOOR PLAN 1:200

ATRIA DESIGNS

CC PLAN	PROJECT	SHEET CONTENT: FIRST FLOOR PLAN HOUSE TYPE: CHARLOTTE PROPERTY ADDRESS: LOT 9019 CATO CIRCUIT, EMERALD HILLS CLIENT: .	SIGN OFF	CLIENT I / WE..... ..... CONFIRM THESE DRAWINGS ACCORD WITH OUR REQUIREMENTS AND AUTHORISE THEIR USE FOR NEXT STAGE PURPOSES SIGNED..... DATE..... SIGNED..... DATE.....

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PAGE SIZE: A3		

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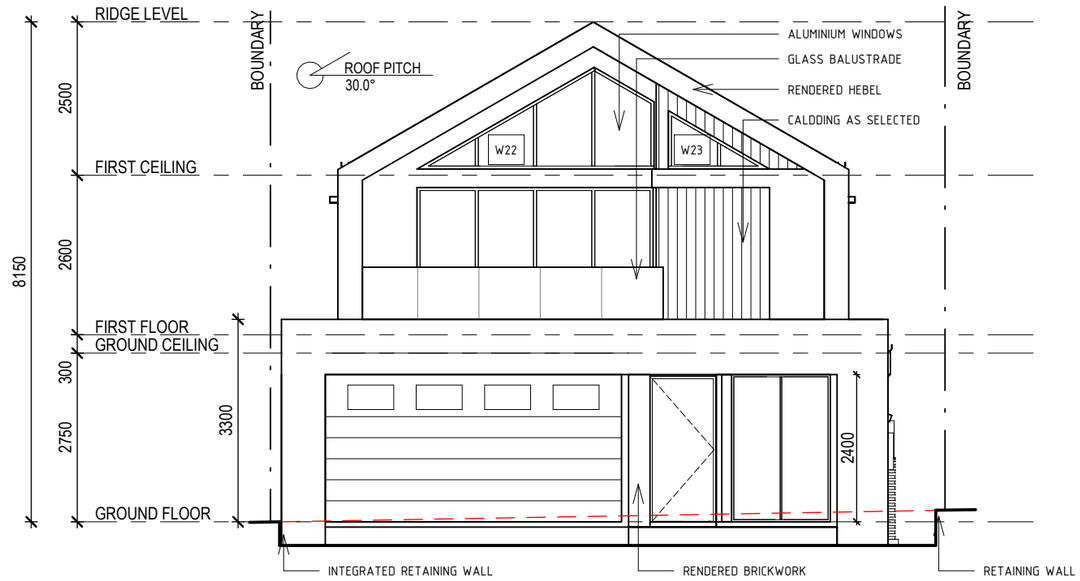

ELEVATION A

1 : 100

ELEVATION B

1 : 100

ATRIA DESIGNS

CC PLAN

PROJECT

SHEET CONTENT: ELEVATIONS

HOUSE TYPE: CHARLOTTE

PROPERTY ADDRESS: LOT 9019 CATO CIRCUIT, EMERALD HILLS

CLIENT: .

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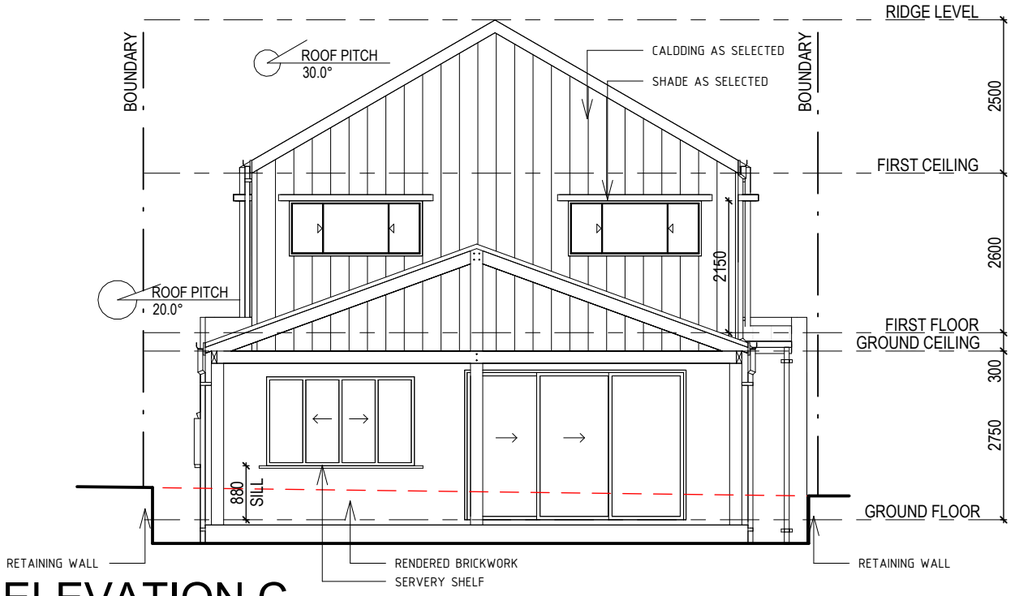
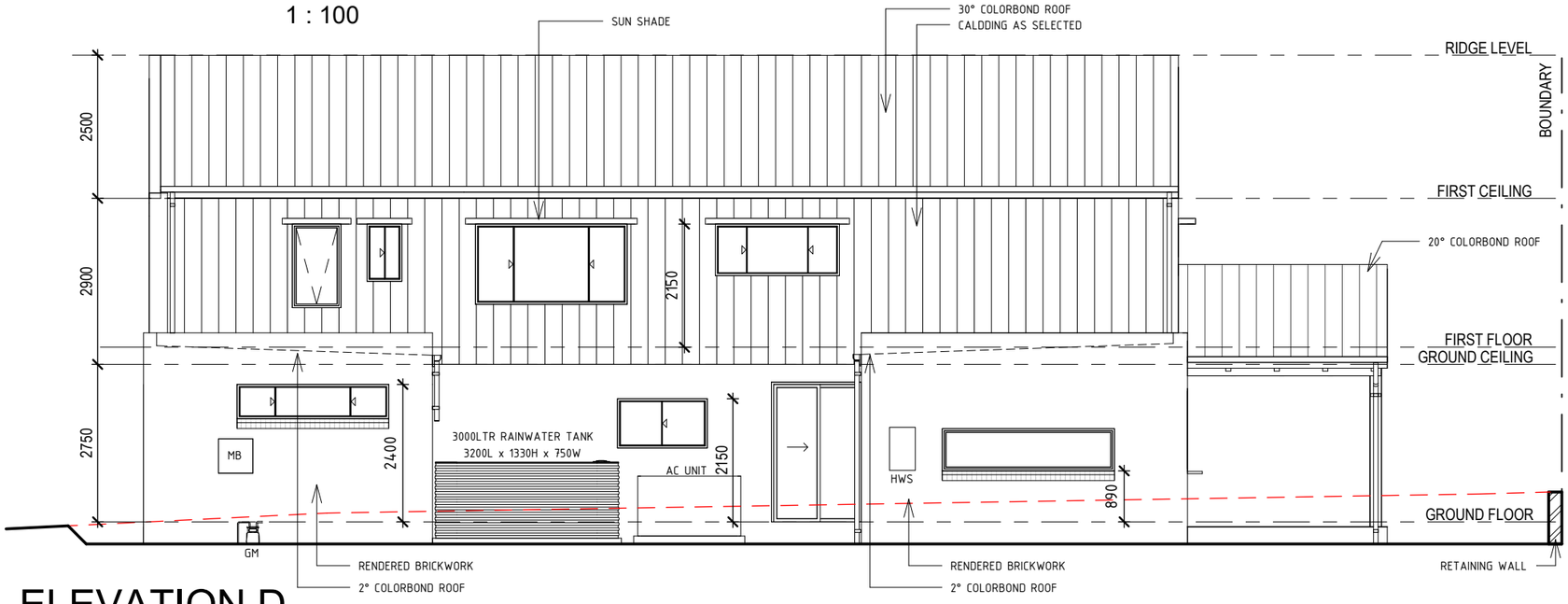


ELEVATION C

1 : 100



ELEVATION D

1 : 100

ATRIA DESIGNS

CC PLAN	PROJECT	SHEET CONTENT: ELEVATIONS HOUSE TYPE: CHARLOTTE PROPERTY ADDRESS: LOT 9019 CATO CIRCUIT, EMERALD HILLS CLIENT: .	SIGN OFF	CLIENT I / WE..... ..... CONFIRM THESE DRAWINGS ACCORD WITH OUR REQUIREMENTS AND AUTHORISE THEIR USE FOR NEXT STAGE PURPOSES SIGNED..... DATE..... SIGNED..... DATE.....

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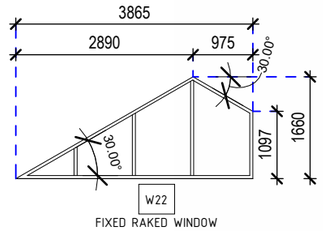
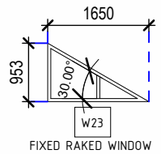
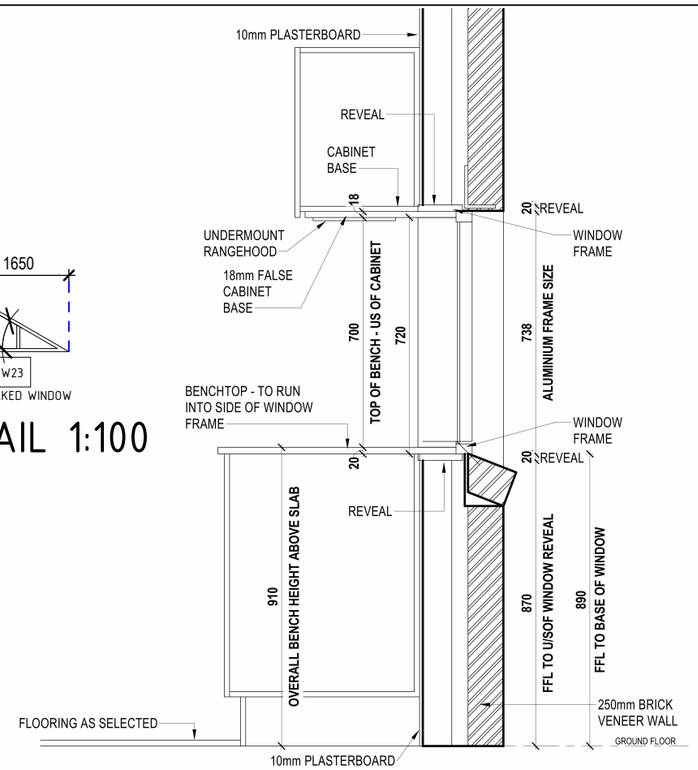
WINDOW SCHEDULE			
TAG	CODE	HEIGHT	WIDTH
1	AF2406	2400	610
2	AF2416	2400	1610
3	AS0627	600	2650
4	AS0916	860	1570
5	ASDI2416	2400	1570
6	AF0731	738	3010
7	AS1424	1450	2410
8	ASSD2436	2400	3610
9	AD2409	2400	850
10	AD2409	2400	850
11	AS0927	850	2650
12	ASSD2439	2400	3850
13	AA1509	1460	850
14	AS1006	1000	610
15	AS1427	1400	2650
16	AS0922	900	2170
17	AS0922	900	2170
18	AS0922	900	2170
19	AS1009	1000	850
20	AS1018	1000	1810
21	AS0627	600	2650

Door Check Schedule			
No.	HEIGHT	Door Width	Type
1	2340	1020	1020D
2	2340	820	820x2340
3	2040	720	720D
4	2040	720	720 CSD
5	2040	720	720D
6	2400		1200x2400 Barn Door
7	2040	920	920D
8	2040	820	820D
9	2040	1860	3/620D
10	2040	820	820D
11	2040	820	820D
12	2040	720	620D
13	2040	820	820D
14	2040	1860	3/620D
15	2040	2160	3/720D
16	2040	820	820D
17	2040	820	820D
18	2040	720	720D



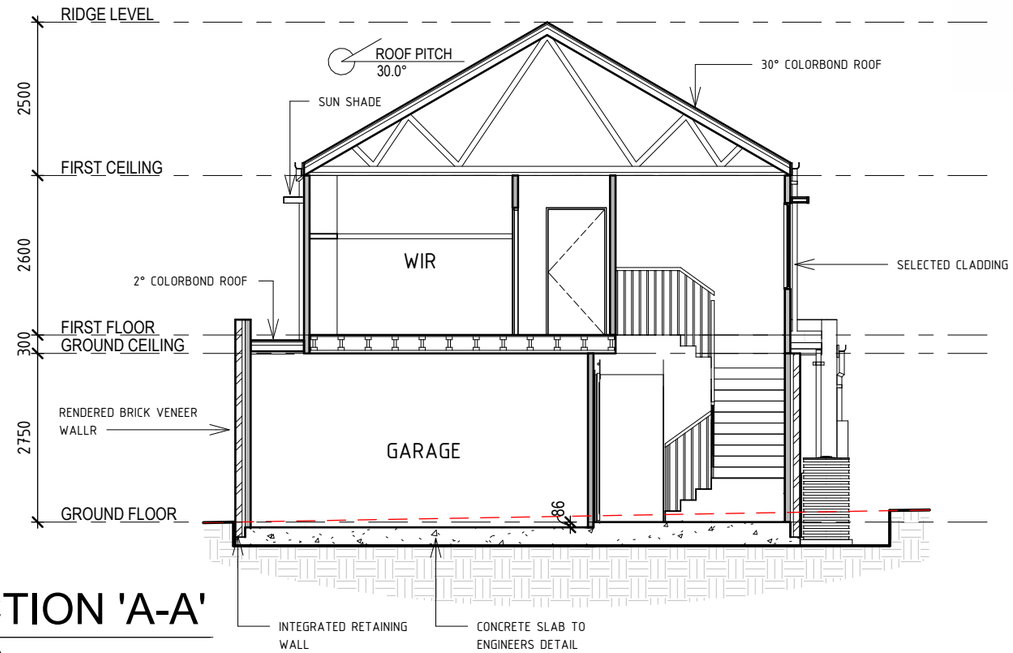


HIGHLIGHT WINDOWS DETAIL 1:100



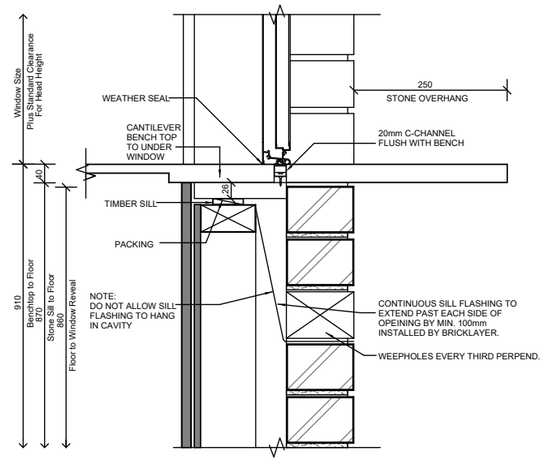
TYPICAL SECTION : NTS

SPLASHBACK TO WINDOW DETAIL



SECTION 'A-A'

1 : 100



TYPICAL SECTION : NTS

KITCHEN SURVERY DETAIL

ATRIA DESIGNS

CC PLAN

PROJECT

SHEET CONTENT: SECTION/DETAILS/SCHEDULE

HOUSE TYPE: CHARLOTTE

PROPERTY ADDRESS: LOT 9019 CATO CIRCUIT, EMERALD HILLS

CLIENT: .

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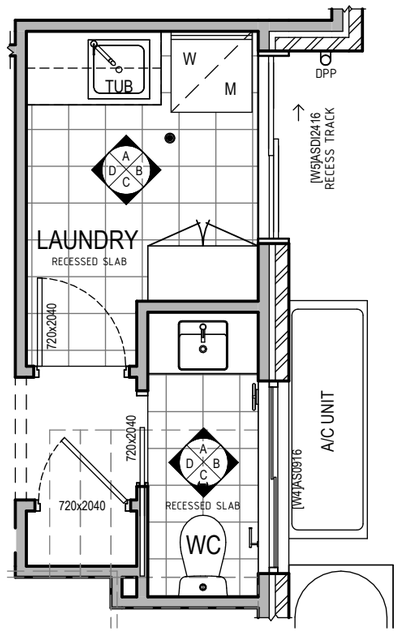
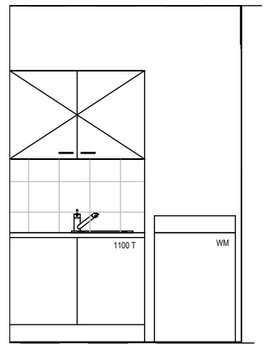


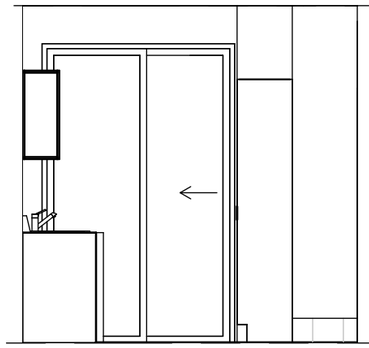
LAUNDRY & WC DETAILS

1 : 50



LAUNDRY - A

1 : 50



LAUNDRY - B

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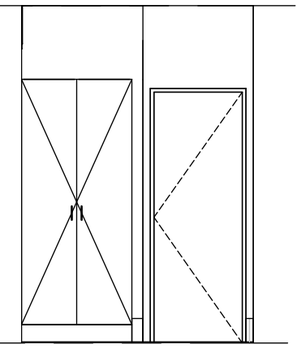
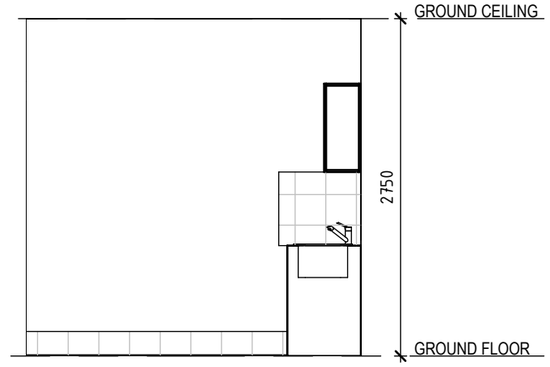


LAUNDRY - C

1 : 50



LAUNDRY - D

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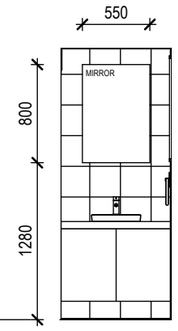

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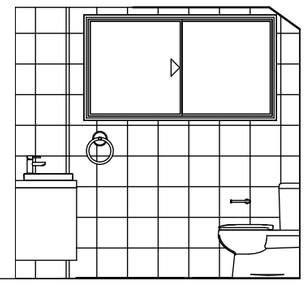

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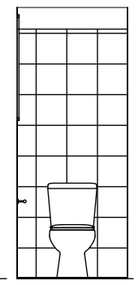

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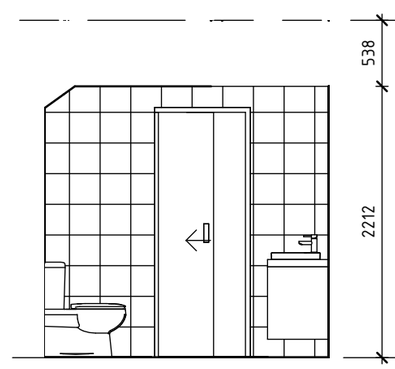

WC - D

1 : 50

ATRIA DESIGNS

CC PLAN

PROJECT

SHEET CONTENT: WET AREA DETAILS

HOUSE TYPE: CHARLOTTE

PROPERTY ADDRESS: LOT 9019 CATO CIRCUIT, EMERALD HILLS

CLIENT: .

SIGN OFF

CLIENT

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SIGNED..... DATE.....

SIGNED..... DATE.....

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NORTH:

SCALE:	AS SHOWN
DATE:	10-02-22
DRAWN:	IZ
PAGE SIZE:	A3

SHEET NUMBER: 9/16

ATRIA JOB NUMBER: J1586

ANSA JOB NUMBER: 2072

REVISIONS

REV	DATE	REVISION DESCRIPTION	DRAWN BY
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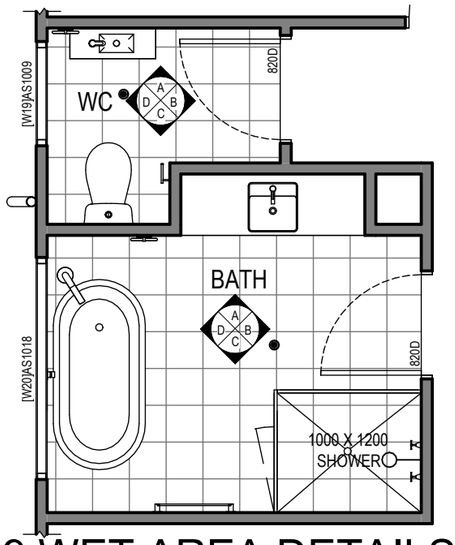
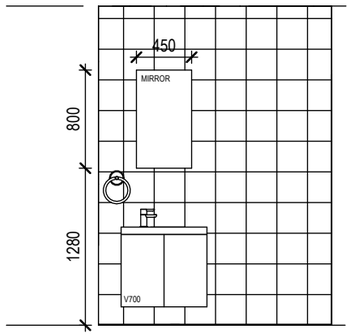
6	10-02-22	CC PLANS	IZ
7	04-04-22	AMENDED CC PLANS	JG



09 WET AREA DETAILS

1 : 50



WC -A

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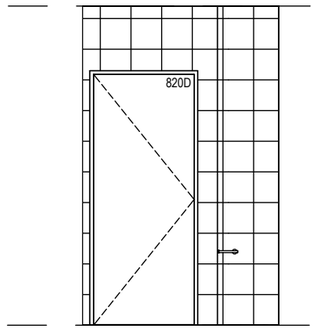

WC - B

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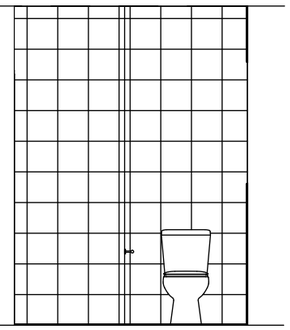

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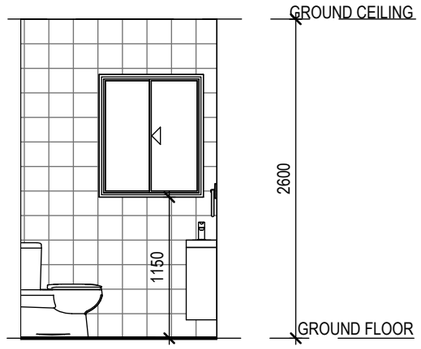

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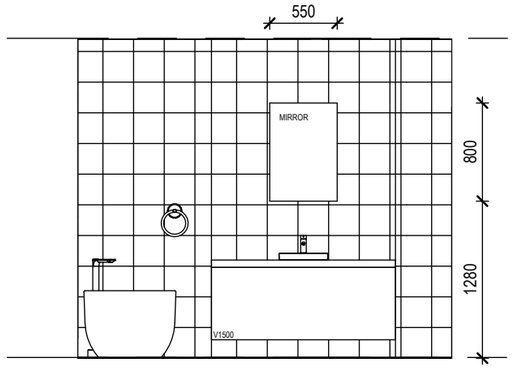

BATH A

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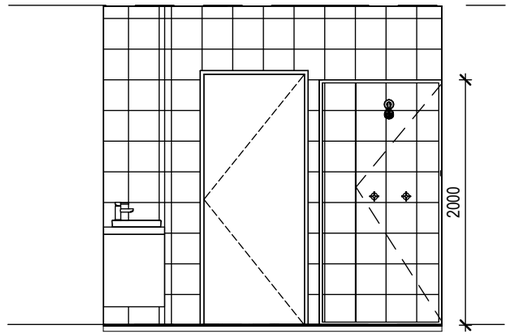

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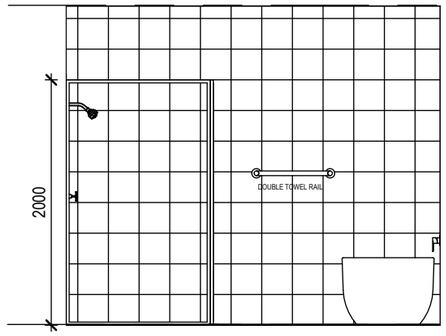

BATH C

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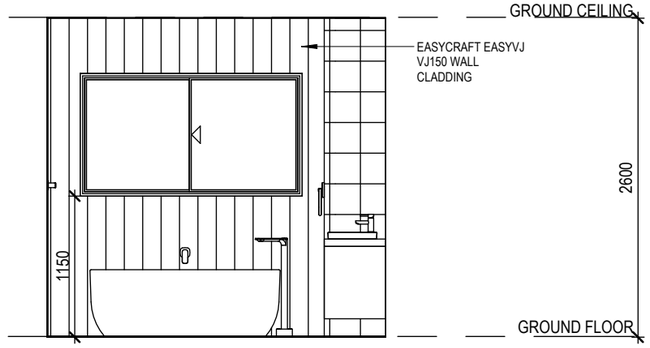

BATH D

1 : 50

ATRIA DESIGNS

CC PLAN

PROJECT

SHEET CONTENT: WET AREA DETAILS

HOUSE TYPE: CHARLOTTE

PROPERTY ADDRESS: LOT 9019 CATO CIRCUIT, EMERALD HILLS

CLIENT: .

SIGN OFF

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NORTH:

SCALE: AS SHOWN
DATE: 10-02-22
DRAWN: IZ
PAGE SIZE: A3

SHEET NUMBER: 10/16

ATRIA JOB NUMBER: J1586

ANSA JOB NUMBER: 2072

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REV	DATE	REVISION DESCRIPTION	DRAWN BY
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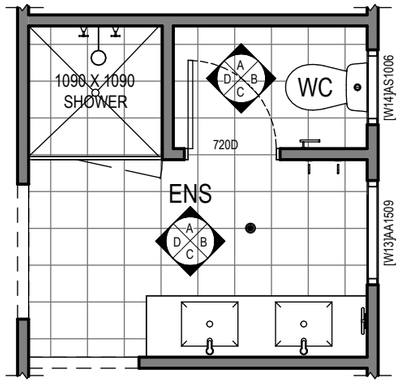
6	10-02-22	CC PLANS	IZ
7	04-04-22	AMENDED CC PLANS	JG



10 WET AREA DETAILS

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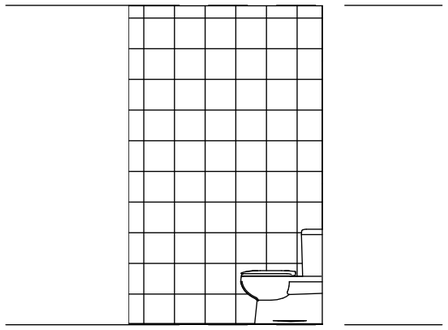

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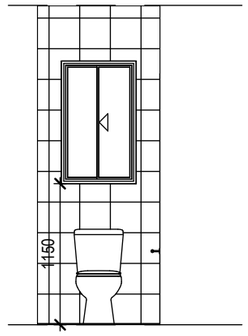

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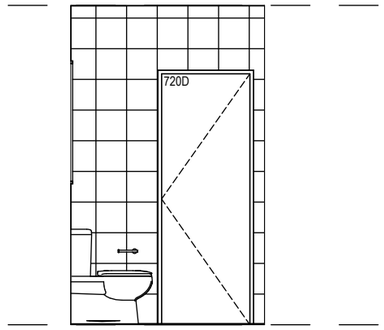

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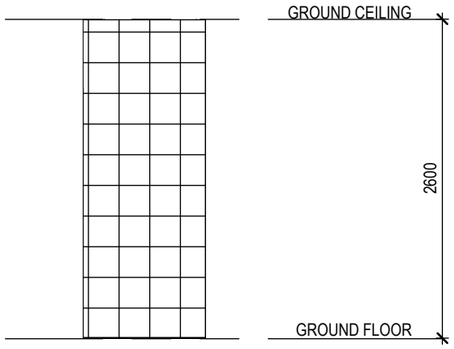

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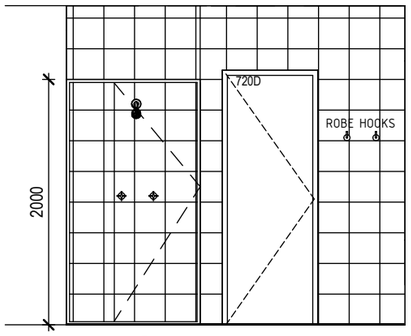

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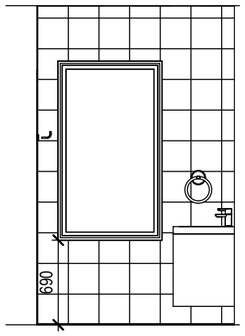

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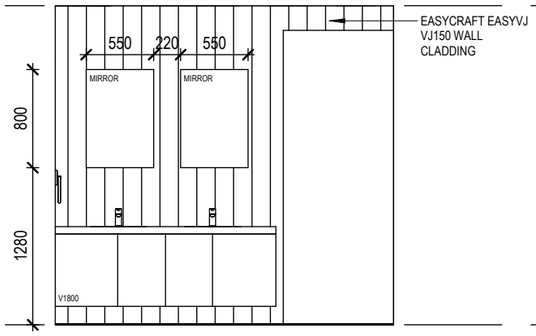

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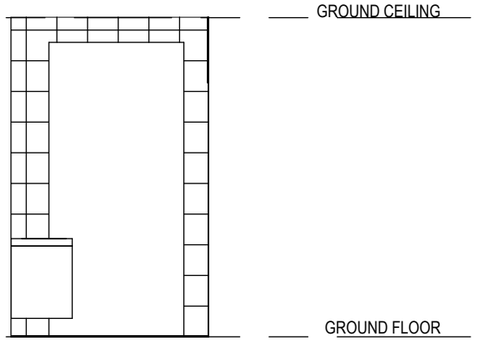

ENS - D

1 : 50

ATRIA DESIGNS

CC PLAN

PROJECT

SHEET CONTENT:
WET AREA DETAILS

HOUSE TYPE:
CHARLOTTE

PROPERTY ADDRESS:
LOT 9019 CATO CIRCUIT, EMERALD HILLS

CLIENT:
.

SIGN OFF

CLIENT

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SCALE: AS SHOWN	SHEET NUMBER:	ATRIA JOB NUMBER:
DATE: 10-02-22	11/16	J1586
DRAWN: IZ		ANSA JOB NUMBER:
PAGE SIZE: A3		2072

REVISIONS

REV	DATE	REVISION DESCRIPTION	DRAWN BY
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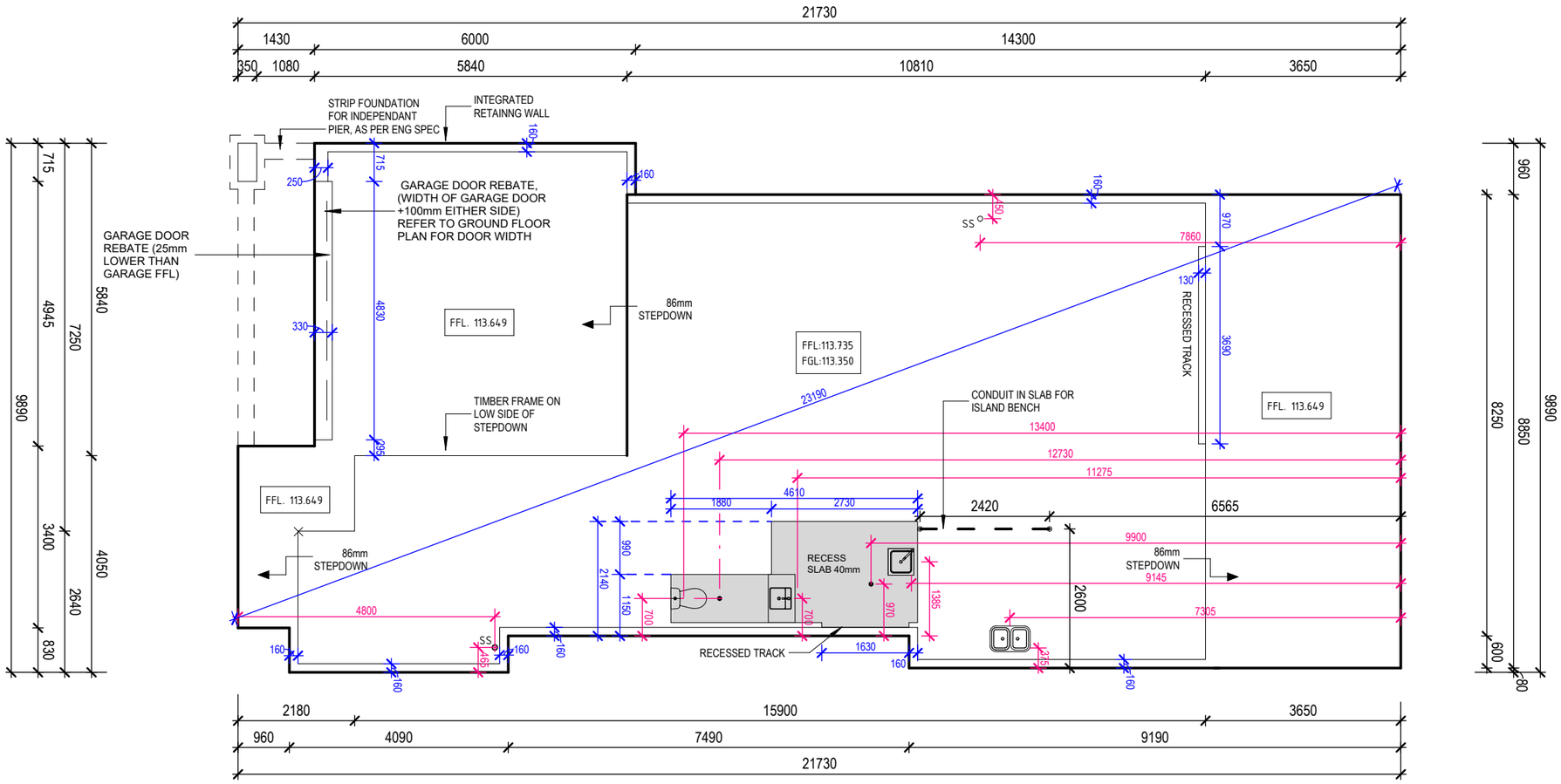
6	10-02-22	CC PLANS	IZ
7	04-04-22	AMENDED CC PLANS	JG



SLAB PLAN 1:100

ATRIA DESIGNS

CC PLAN	PROJECT	SHEET CONTENT: SLAB PLAN HOUSE TYPE: CHARLOTTE PROPERTY ADDRESS: LOT 9019 CATO CIRCUIT, EMERALD HILLS CLIENT: .	SIGN OFF	CLIENT I / WE..... ..... CONFIRM THESE DRAWINGS ACCORD WITH OUR REQUIREMENTS AND AUTHORISE THEIR USE FOR NEXT STAGE PURPOSES SIGNED..... DATE..... SIGNED..... DATE.....

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DATE: 10-02-22		ANSA JOB NUMBER: 2072
DRAWN: IZ		
PAGE SIZE: A3		

REVISIONS

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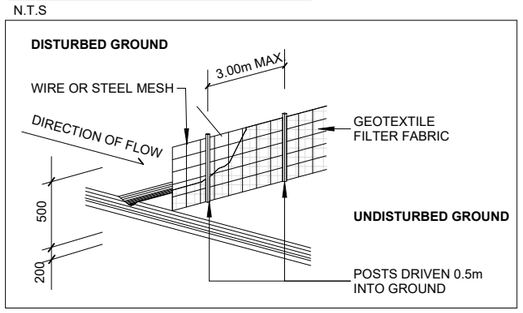
5	23-09-21	AMENDED PERMIT	RB
6	10-02-22	CC PLANS	IZ
7	04-04-22	AMENDED CC PLANS	JG

DRIVEWAY PROFILE

SCALE 1:100

SEDIMENT CONTROL FENCE

N.T.S

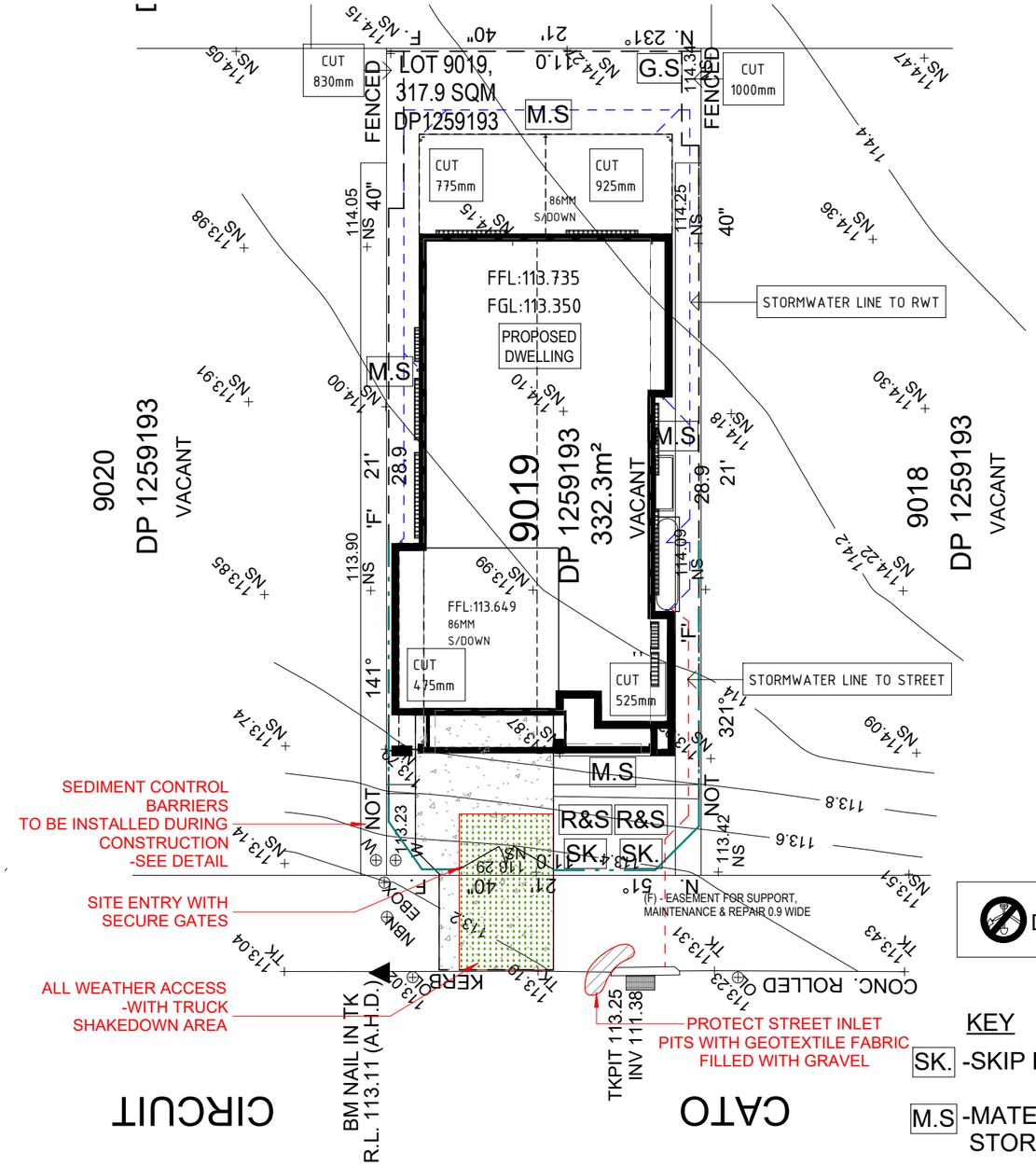


GENERAL NOTES

STORMWATER DISCHARGE INTO DESIGNATED DISCHARGE POINT TO PCA REQUIREMENTS
- SEWER TO LOCAL AUTHORITY REQUIREMENTS
- ALL GROUND LINES ARE TO BE VERIFIED ON-SITE BY REGISTERED SURVEYOR
- WRITTEN DIMENSIONS TO TAKE PRESEDENCE OVER SCALING. ANY DISCREPENCIES TO BE REFERRED BACK TO SURF DRAFTING BEFORE PROCEEDING
- SITE CLASSIFICATION TBC
- CUT & FILL HOUSE PLATFORM APPROXIMATELY TO RL113.350 & GARAGE TO RL113.349
- HOUSE FLOOR LEVEL RL 113.735
- GARAGE FLOOR LEVEL RL 113.649

HOUSE FLOOR LEVELS FLOOR TO BE 310mm ABOVE BENCHED LEVELS, FOR WAFFLE POD SLAB,

SUBJECT TO ENGINEERS DETAILS AND CONFIRMATION OF SITE CLASSIFICATION



DIAL 1100 BEFORE YOU DIG

KEY

- SK. -SKIP BINS
- M.S -MATERIAL STORAGE
- R&S -RECYCLING & SEPARATION
- G.S -GOOD SOIL STOCKPILE

LEGEND

AHD	AUSTRALIAN HEIGHT DATUM
BM	BENCH MARK
C	EDGE OF CONCRETE
EL	ENTRY LEVEL
F	FENCE
GFL	GARAGE FLOOR LEVEL
GUT	TOP OF GUTTER
SMH	SEWER MANHOLE
4/0.2	TREE SPREAD / TRUNK DIAMETER
NS	NATURAL SURFACE
RL	REDUCED LEVEL
SH	SPOT HEIGHT
TK	TOP OF KERB
VC	VEHICLE CROSSING
WM	WATER METER
PP	POWER POLE
HYD	HYDRANT
TEL	TELSTRA
OL	STORMWATER OUTLET
DH	DRILLHOLE
DD	DISH DRAIN
	CONCRETE HARD AREA
	APPROXIMATE GUTTER LINE

SITE MANAGEMENT & CONCEPT DRAINAGE PLAN 1:100

ATRIA DESIGNS

CC PLAN

PROJECT

SHEET CONTENT: SITE MANAGEMENT PLAN

HOUSE TYPE: CHARLOTTE

PROPERTY ADDRESS: LOT 9019 CATO CIRCUIT, EMERALD HILLS

CLIENT: .

SIGN OFF

CLIENT

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NORTH:

SCALE: AS SHOWN	SHEET NUMBER: 13/16	ATRIA JOB NUMBER: J1586
DATE: 10-02-22		ANSA JOB NUMBER: 2072
DRAWN: IZ		
PAGE SIZE: A3		

REVISIONS

REV	DATE	REVISION DESCRIPTION	DRAWN BY
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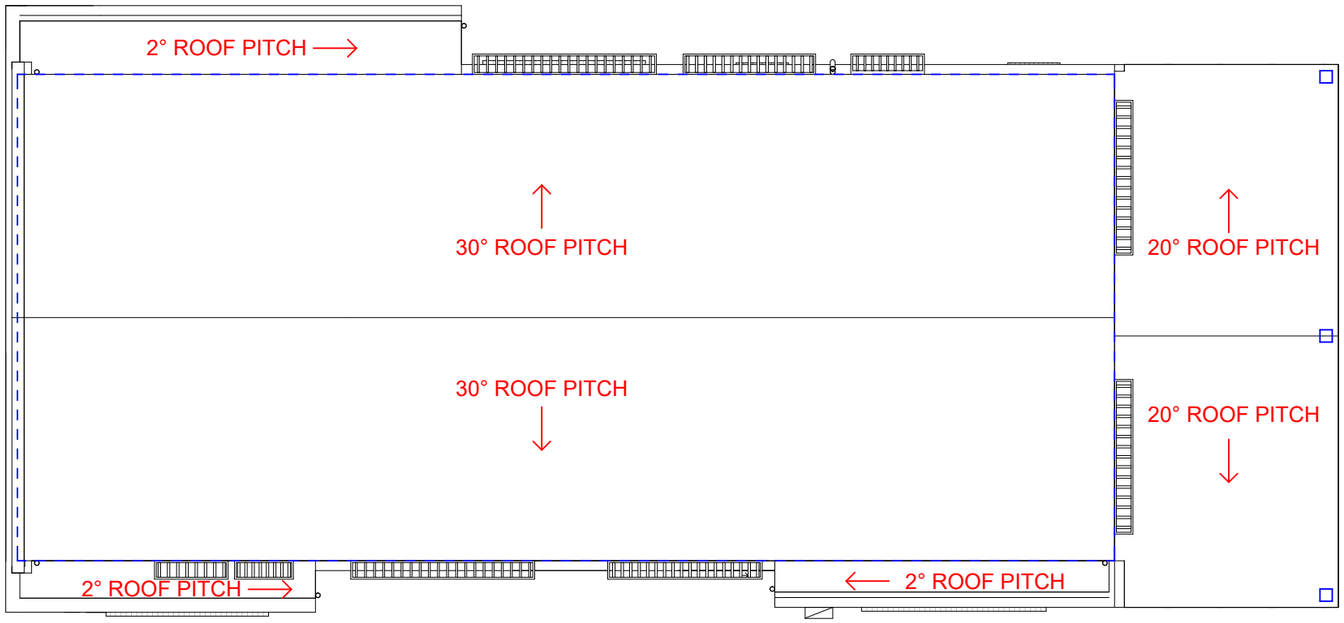
6	10-02-22	CC PLANS	IZ
7	04-04-22	AMENDED CC PLANS	JG



ROOF PLAN 1:100

ATRIA DESIGNS

CC PLAN

PROJECT

SHEET CONTENT: ROOF PLAN

HOUSE TYPE: CHARLOTTE

PROPERTY ADDRESS: LOT 9019 CATO CIRCUIT, EMERALD HILLS

CLIENT: .

SIGN OFF

CLIENT

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DRAWN: IZ		ANSA JOB NUMBER:
PAGE SIZE: A3		2072

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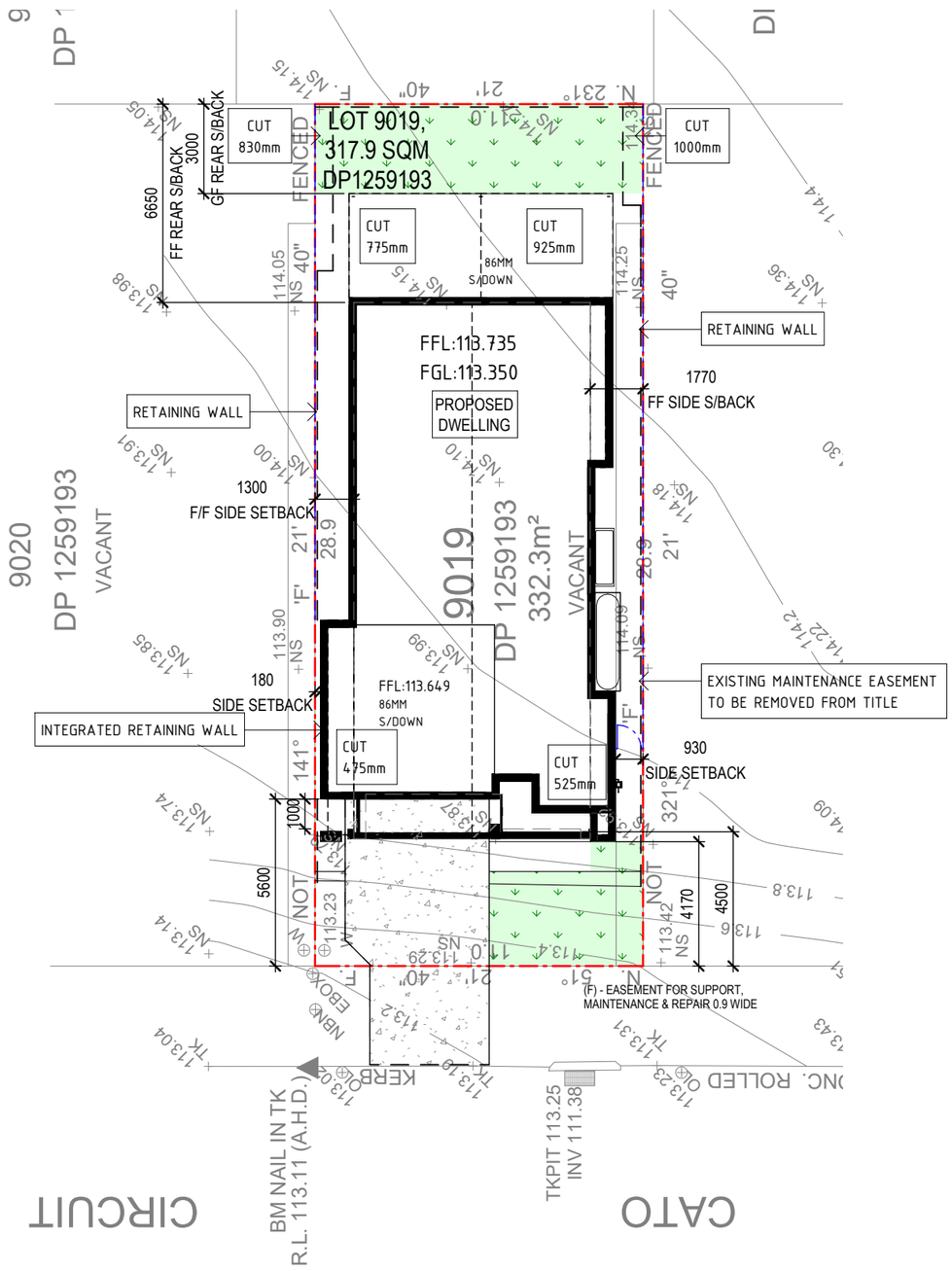
6	10-02-22	CC PLANS	IZ
7	04-04-22	AMENDED CC PLANS	JG



LANDSCAPE PLAN 1:200

LEGEND

- BOUNDARY
- FENCE / GATE
- LAWN AREA
- PROPOSED CONCRETE DRIVEWAY
- TREE
- SHRUB
- PLANT

ATRIA DESIGNS

CC PLAN

PROJECT

SHEET CONTENT: LANDSCAPE PLAN

HOUSE TYPE: CHARLOTTE

PROPERTY ADDRESS: LOT 9019 CATO CIRCUIT, EMERALD HILLS

CLIENT: .

SIGN OFF

CLIENT

I / WE.....

.....

CONFIRM THESE DRAWINGS ACCORD WITH OUR REQUIREMENTS AND AUTHORISE THEIR USE FOR NEXT STAGE PURPOSES

SIGNED..... DATE.....

SIGNED..... DATE.....

GENERAL NOTES:

* THE CONTRACTOR IS RESPONSIBLE FOR SETTING OUT AND CHECKING ALL LEVELS AND DIMENSIONS ON SITE PRIOR TO COMMENCING ANY SITE WORKS

*FIGURED DIMENSIONS ARE TO TAKE PREFERENCE OVER SCALE

*UNLESS OTHERWISE DIMENSIONED ALL STUD WALLS ARE 90mm THICK AND ALL BRICK VENEER WALLS ARE 250mm THICK

*DIMENSIONS TO STRUCTURAL TIMBERS & FACE OF BRICKS EXCLUDING BATTENS, PLASTERBOARD ETC.

*REFER TO ENGINEERS DETAILS FOR STRUCTURAL MEMBERS

ANSA homes
Just the way YOU like it.
T (02) 4648 2233
M GPO Box 1028, Narellan NSW 2567
E office@ansahomes.com.au
W www.ansahomes.com.au
A 84 152 606 178

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NORTH:

SCALE:	AS SHOWN
DATE:	10-02-22
DRAWN:	IZ
PAGE SIZE:	A3
SHEET NUMBER:	15/16
ATRIA JOB NUMBER:	J1586
ANSA JOB NUMBER:	2072

REVISIONS

REV	DATE	REVISION DESCRIPTION	DRAWN BY
5	23-09-21	AMENDED PERMIT	RB
6	10-02-22	CC PLANS	IZ
7	04-04-22	AMENDED CC PLANS	JG

ATRIA DESIGNS

CC PLAN

PROJECT

SHEET CONTENT:
BASIX

HOUSE TYPE:
CHARLOTTE

PROPERTY ADDRESS:
LOT 9019 CATO CIRCUIT, EMERALD HILLS

CLIENT:
.

SIGN OFF

CLIENT

I / WE.....

.....

CONFIRM THESE DRAWINGS ACCORD WITH OUR REQUIREMENTS AND AUTHORISE THEIR USE FOR NEXT STAGE PURPOSES

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SIGNED..... DATE.....

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7	04-04-22	AMENDED CC PLANS	JG

NSW GOVERNMENT | Fair Trading

Owner's Copy

Serial No. E268442

CERTIFICATE OF COMPLIANCE
- for Plumbing and Drainage Work

Please supply requested information correct and neatly

PROPERTY & OWNERS DETAILS

House	Street	Suburb	Postcode
	CATO	LEPPINGTON	2179

Lot No	SP No	DP or PDP	Nearest Cross Street
9019		1259193	

Owner's Name	Full Address
ANSA HOMES	LOT 9019 NO.8 CATO CIRCUIT LEPPINGTON 2179 LEPPINGTON NSW 2179

LICENCEE'S DETAILS

Full Name	Address for Notices
Gregory Houston	9 Hargraves Place WETHERILL PARK NSW 2164

Phone No.	Qualified Supervisor No.	Expiry Date
02 97561623		

Licence No.	Licence No.
L1448	28/04/2023

WORK OF WATER SUPPLY

Give full Description of Work to be carried out

- ☐ Install Water Supply
- ☐ Install Irrigation System
- ☐ On-site Alternative Water Services
- ☐ Install/Commission/Maintenance of Thermostatic Mixing Valve
- ☑ Connection to water supply
- ☐ Install, alter, disconnect or remove a backflow prevention device
- ☐ Other

PLUMBING WORK TO COMPLY WITH ☑ **PCA DTS** ☐ **PERFORMANCE** ☐ **COMBINED**

WORK OF SANITARY PLUMBING/DRAINAGE AND SUPPLY DRAINAGE PLAN

Give full Description of Work to be carried out

- ☑ Carry out work of sanitary plumbing/drainage
- ☑ Connection to Sewer
- ☐ Sewer Disconnection
- ☐ Carry out Trade Waste
- ☐ Other

DRAINAGE WORK TO COMPLY WITH ☑ **PCA DTS** ☐ **PERFORMANCE** ☐ **COMBINED**

SEWERAGE/WATER SERVICE INSPECTION FEE

Date Fee Paid	Date of Commencement of Work	Estimate Date of Completion
25/08/2021	17/02/2022	17/02/2023

Amount	Reference No:	Work Completed On:
330	AA202126141	25/10/2022

I Gregory Houston, L1448 certify the following matters for submission to the Regulator:

a) I am the responsible person as that defined in the Plumbing and Drainage Act 2011. That is, I am the holder of the relevant contractor licence or supervisor certificate.

b) The work was carried out by or under the supervision of me as the responsible person.

c) Where required by section 11 of the Plumbing and Drainage Act 2011, I have given written notice of any identified pre-existing defective plumbing and/or drainage work Yes N/A ☑

d) The work is code compliant in that it complies with the Plumbing Code of Australia and any other standard prescribed by the regulations.

e) If any defect is found to be carried out by me within a period of two (2) years or within the time specified by the Regulator, from the date of the final inspection, and the Regulator certifies by written notice that in their opinion the defect is due to fault workmanship or defective materials, then I undertake to rectify such work at my sole expense, if directed by the Regulator within time specified by the Regulator.

Form: 07L
Edition: 2005

LEASE

New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Insert Duties Assessment No. as issued by Revenue NSW Office.

Duties Assessment No. .....

(A) **TORRENS TITLE**

Property leased: if appropriate, specify the part or premises

Lot 19 DP 1280461
8 CATO CIRCUIT LEPPINGTON NSW 2179

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Email:..... Reference (optional):.....	L

(C) **LESSOR**

MARDANHEN PTY LTD

The lessor leases to the lessee the property referred to above.

(D) Encumbrances (if applicable): 1. ..... 2. ..... 3. .....

(E) **LESSEE**

ANSA HOMES PTY LTD

(F) **TENANCY:**

(G) 1. **TERM** ..... 4 years .....
2. **COMMENCING DATE** ..... 1.4.22 .....
3. **TERMINATING DATE** ..... 31.3.26 .....
4. With an **OPTION TO RENEW** for a period of ..... 2 years ..... set out in ..... Item 12 .....
5. With an **OPTION TO PURCHASE** set out in ..... N/A .....
6. Together with and reserving the **RIGHTS** set out in ..... N/A .....
7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** ..... A + B ..... hereto.
8. Incorporates the provisions set out in **MEMORANDUM** filed pursuant to section 80A Real Property Act 1900 as / registered **LEASE** No. .....
9. The **RENT** is set out in item / ~~clause~~ ..... 13 ..... of ..... Annexure A .....

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

DATE 31 / 3 / 22
dd mm yyyy

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

Signature of witness:

Name of witness: Sharon Duguid.

Address of witness:
14 Longley Ave
Elderslie NSW 2570

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

Signature of lessor:

x

Mark Leon Maloney

***Note**: where applicable, the lessor must complete the statutory declaration below.*

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

Signature of witness:

Name of witness:

Address of witness:

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

Signature of lessee:

(I) **STATUTORY DECLARATION***

I .....

solemnly and sincerely declare that—

1. The time for the exercise of option to renew / option to purchase in expired lease No. ..... has ended;
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at ..... in the State of ..... on .....

in the presence of ..... of ..... ,

☐ Justice of the Peace (J.P. Number:) ☐ Practising Solicitor

☐ Other qualified witness *[specify]*..... ,

** who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person *OR* I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months *OR* I have confirmed the person's identity using an identification document and the document I relied on was a ..... *[Omit ID No.]*

Signature of witness: ..... Signature of lessor: .....

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. ** If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

*** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

ANNEXURE A – COMMERCIAL LEASE

Lessor: Mardanhen Pty Ltd ABN 11 641 882 733

Lessee: ANSA Homes Pty Ltd ABN 84 152 606 178

This annexure consists of 19 pages.

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You can prepare your own version of Annexure A of this Commercial Lease. Except as permitted under the *Copyright Act 1968* (Cth) or consented to by the copyright owner (including by way of guidelines issued from time to time), no other part of this Commercial Lease may be reproduced without the specific written permission of The Law Society of New South Wales.

NOTE: Any alterations and additions to Lease Covenants in Annexure B **must** be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

SCHEDULE OF ITEMS (continued – cl 1.3)

Item 10 (cl 13.1) (cl 13.7)

A. **The guarantor:**

B. **Limit of guarantor's liability:**

Item 11 (cls 3, 6.2.7)

Additional leased property:

Item 12 (cl 4)

Option to renew

A. Further period of 2 years from 01/04/2026 to 31/03/2028

B. Further period of _____ years from _____ to _____

C. Maximum period of tenancy under this lease and permitted renewals:

D. First day option for renewal can be exercised: 01/01/2026

E. Last day option for renewal can be exercised: 01/03/2026

Item 13 (cl 5)

A. **Rent**

For the lease period:

From the commencement date to the first rent review date: $ 119,600.00 a year by monthly instalments of $ 9,966.66 Inc Gst

Afterwards: At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.

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Item 13 (continued) (cl 5)

For the further period in item 12A:

From the commencement date to the first rent review date: (for example: Current market rent) _____

Afterwards: At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.

For the further period in item 12B:

From the commencement date to the first rent review date: (for example: Current market rent) _____

Afterwards: At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.

Item 13 (continued) (cl 15)

B. **GST**

Clause 15 provides for payment by the lessee of GST unless otherwise here indicated:

_____

Item 14 (cl 5)

Outgoings

A. Share of outgoings: 100%

B. Outgoings –

[Select applicable items]

- ■ (a) local council rates and charges;
- ■ (b) water sewerage and drainage charges;
- ■ (c) land tax;
- ■ (d) public liability insurance and building insurance;
- ■ (e) all levies and contributions of whatsoever nature determined and/or levied by the owners corporation with the exception of any contribution to a capital works fund or special levy in respect of the strata scheme of which the property forms part (if applicable);
- ☐ (f) other: _____

for the land or the building of which the property is part, fairly apportioned to the period of this lease.

Item 15 (cl 5.1.5)

Interest rate: N/A %

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Item 16
(cl 5.5)

Rent review

Rent review date	Method of rent review	If Method 1 applies, increase by
01/04/2023	CPI	
01/04/2024	CPI	(the increase should show percentage or amount)
01/04/2025	CPI	
01/04/2026	CPI	

Method 1 is a fixed amount or percentage.
Method 2 is Consumer Price Index.
Method 3 is current market rent.
Method 2 applies unless another method is stated.
NOTE: Clause 5.7 provides that despite the method selected the new rent on a rent review date must not be less than the rent immediately before the rent review date.

Item 17
(cl 6.1)

Permitted use: Display Home

Item 18
(cl 8.1.1)

Amount of required public liability insurance: $ 20,000,000.00

Item 19
(cl 16)

Bank Guarantee

N/A month(s) rent and the lessee's proportion of outgoings increased by the rate of GST (expressed as a percentage) applicable from time to time, or an amount of $_____

Item 20
(cl 17)

Security Deposit

N/A month(s) rent and the lessee's proportion of outgoings increased by the rate of GST (expressed as a percentage) applicable from time to time, or an amount of $_____

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Item 21 (cl 14.2)

Address for service of notices

Lessor:

Street address: 342 Unwins Bridge Road Tempe NSW 2044

Fax:

Email: mark.maloney@ansahomes.com.au

Lessee:

Street address: 342 Unwins Bridge Road Tempe NSW 2044

Fax:

Email: mark.maloney@ansahomes.com.au

Guarantor:

Street address: 342 Unwins Bridge Road Tempe NSW 2044

Fax:

Email: mark.maloney@ansahomes.com.au

Item 22 (cl 13)

Execution by guarantor

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

Signature of witness

Name of witness

Address of witness

)
)

Certified correct for the purposes of the *Real Property Act 1900* and signed by the guarantor.

Signature of guarantor

* Section 117 of the *Real Property Act 1900* requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

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Details of strata manager/secretary of the owners corporation (if applicable)

N/A

The following alterations and additions are to be made to the Lease Covenants in Annexure B:

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ANNEXURE B – COMMERCIAL LEASE

SEE A SOLICITOR ABOUT THIS LEASE

Lessor: Mardanhen Pty Ltd ABN 11 641 882 733

Lessee: ANSA Homes Pty Ltd ABN 84 152 606 178

This annexure consists of 14 pages.

Property: Lot 19 DP 1280461 8 Cato Circuit Leppington NSW 2179

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NOTE: Any alterations and additions to Lease Covenants in Annexure B **must** be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

CONTENTS

CLAUSE	SUBJECT	PAGE	CLAUSE	SUBJECT	PAGE
1	Interpretation	2	11	Lessor's other Obligations	8
2	Grant of Lease	2	12	Forfeiture and End of Lease	9
3	The Property	2	13	Guarantee	10
4	Lease Period	2	14	Exclusions and Notices	11
5	Money	3	15	Goods and Services Tax	11
6	Use	5	16	Bank Guarantee	11
7	Condition and Repairs	6	17	Security Deposit	12
8	Insurance and Damage	7	18	Strata	12
9	Access	7			
10	Transfer, Sublease and Change in Control	8			

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CLAUSE 1 INTERPRETATION

About this lease.

1.1 There are three parts to this lease – a lease form, Annexure A and this Annexure B.

1.2 This lease is a deed even if it is not registered.

1.3 A reference in this deed to the schedule is to the schedule of items commencing at item 1 on the lease form.

1.4 The lessor is named on page 1 of this lease.

1.5 The lessee is named on page 1 of this lease.

1.6 The guarantor is named in item 10 in the schedule, if there is a guarantor.

1.7 If a party consists of two or more persons, obligations of that party can be enforced against any one or more of them.

1.8 In this lease, "property" means the Property leased described on page 1 of this lease.

1.9 A reference to any legislation is also a reference to any corresponding later legislation.

CLAUSE 2 GRANT OF LEASE

The lessor grants to the lessee, and the lessee accepts, a lease of the property.

CLAUSE 3 THE PROPERTY

What property is leased?

3.1 The property leased is described on page 1 of this lease.

3.2 The lessor's fixtures are included in the property.

3.3 If anything else is leased (such as furniture belonging to the lessor) and is described in item 11 in the schedule it is included in the property.

3.4 If the property has facilities and services shared in common with other persons in the same building as the property, clause 11.3.2 applies to those common facilities. The lessee shares the common facilities with the lessor, and with others. The lessor can set reasonable rules for sharing these common facilities.

CLAUSE 4 LEASE PERIOD

How long is this lease for?

4.1 This lease is for the period stated in item (G)1 in the schedule, commences on the date stated in item (G)2 in the schedule and ends on the date stated in item (G)3 in the schedule.

4.2 If a further period, commencing when this lease ends, is stated in item 12A in the schedule then the lessee has the option to renew this lease for that period.

4.3 The lessee can renew this lease more than once if that is stated in item 12B in the schedule. However the period of tenancy under this lease and under any renewal(s) is, in total, not longer than the maximum period stated in item 12C in the schedule.

4.4 The lessee can exercise the option only if –

4.4.1 the lessee serves on the lessor a notice of exercise of option not earlier than the first day stated in item 12D in the schedule and not later than the last day stated in item 12E in the schedule;

4.4.2 there is at the time of service no rent or outgoing that is overdue for payment; and

4.4.3 at the time of service all the other obligations of the lessee have been complied with or fully remedied in accordance with the terms of any notice to remedy given by the lessor.

4.5 After exercising the option the lessee must continue to pay all rents and outgoings on time and continue to comply with all of the lessee's obligations under this lease. If the lessee does not do so, the lessor may treat any breach as being a breach of the new lease as well as of this lease.

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4.6 A new lease will be the same as this lease except for –

4.6.1 the new rent;
4.6.2 the commencement date and the termination date;
4.6.3 the omission of clauses 4.2, 4.3, 4.4, 4.5 and 4.6 and items 12A and 12B in the schedule in the last lease allowed in item 12 in the schedule;
4.6.4 item 12B becoming item 12A;
4.6.5 adjustment of item 12C in the schedule; and
4.6.6 adjustment of items 12D and 12E in the schedule. The number of days between the dates stated in items 12D and 12E in the schedule of the new lease and the termination date of the new lease and the number of days between each date stated in items 12D and 12E in the schedule of this lease and the termination date of this lease are to correspond.

If the new rent is to be current market rent it will be decided in the same way that current market rent is to be decided under Method 3 stated in clause 5 assuming that this lease and the new lease were one continuous lease and the commencement date of the new lease was a rent review date.

CLAUSE 5 MONEY

What money must the lessee pay?

5.1 The lessee must pay to the lessor or as the lessor directs –

5.1.1 the rent stated in item 13A in the schedule;
5.1.2 the share stated in item 14A in the schedule of those outgoings stated in item 14B in the schedule and the utility charges referred to in clauses 5.23 and 5.24;
5.1.3 the reasonable cost to the lessor of remedying a default by the lessee;
5.1.4 the reasonable cost to the lessor (including legal costs) of dealing with any application by the lessee for the lessor's consent or where applicable an owners corporation's consent under this lease (whether or not it is given);
5.1.5 interest on these moneys at the rate stated in item 15 in the schedule when payment is more than 14 days overdue, calculated from the due date to the date of payment;
5.1.6 registration fee for registration of this lease at NSW Land Registry Services (payable on delivery to the lessor's solicitor or conveyancer of the executed lease);
5.1.7 if the lessee defaults, the lessor's reasonable legal costs relating to the default;
5.1.8 the lessor's reasonable costs and expenses in connection with the preparation of this lease, excluding expenses incurred in connection with obtaining the consent of the mortgagee; and
5.1.9 GST as provided for in clause 15.

5.2 The first month's instalment of rent is to be paid by the commencement date. Each later month's instalment of rent is to be paid in advance.

5.3 A payment under clause 5.1.2 must be paid on the next rent day after a request for payment is made by the lessor.

A request for payment can be made –

5.3.1 after the lessor has paid an outgoing; or
5.3.2 after the lessor has received an assessment or account for payment of an outgoing.

5.4 If item 14B in the schedule refers to land tax, the liability of the lessee is not to exceed the amount of that liability had the amount of land tax payable by the lessor been assessed on the basis that the land was the only land owned by the lessor and that there was no special trust or non-concessional company involved and –

5.4.1 if the property is a strata lot, the relevant land tax is land tax on that lot; or
5.4.2 if the property is not a strata lot but is part of a building, the relevant land tax is land tax on the land on which the building is situated, plus any land of the lessor used or available for use by or for the benefit of lessees conducting business in the building or in connection with trading in the building.

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When and how is the rent to be reviewed?

5.5 The rent is to be reviewed on the rent review dates stated in item 16 in the schedule.

5.6 The lessee must continue to pay rent at the old rate until the new rate is known. After that, the lessee is to pay the new rent from the next rent day. By that rent day the lessee is also to pay any shortfall between the old and new rate for the period since the rent review date.

5.7 There are three different methods described here for fixing the new rent on a rent review date. The method agreed by the lessor and the lessee is stated at item 16 in the schedule. Despite the method selected, the new rent on a rent review date must not be less than the rent immediately before the rent review date.

Method 1. By a fixed amount or percentage.

5.8 In this case the rent beginning on each review date will be increased by the percentage or amount stated in item 16 in the schedule.

Method 2. By reference to Consumer Price Index.

5.9 In this case –

- take the yearly rent as of the last review date or if none, the rent at the commencement date ($X),
- divide that rent by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before that date (CPI 1),
- multiply the result by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before the review date (CPI 2).

The product is the new rent for the year beginning on the review date ($Y), written as a formula –

$$\frac{\$X}{\text{CPI 1}} \times \text{CPI 2} = \$Y$$

5.10 The lessor must calculate the new rent after each review date and give the lessee written notice of the new rent.

5.11 If the Australian Bureau of Statistics makes a change in the reference base of the index and there is a published co-relation between the old and new base then the published co-relation is to be applied to convert the CPI 1 figure to the new reference base. If there is none then the lessor and the lessee agree to accept the calculations of the lessor's solicitor or conveyancer who must be retained to determine a fair co-relation between the old and the new series of numbers.

5.12 If the index used to calculate the new rent is discontinued the lessor may substitute another index that, as nearly as practicable, serves the same purpose and, if there is no such index, then the rent will be fixed by Method 3.

Method 3. By reference to current market rent.

5.13 In this case the rent is to be the current market rent. This is the rent that would reasonably be expected to be paid for the property having regard to the following matters –

5.13.1 the provisions of this lease;
5.13.2 have regard to premises of comparable, position, size and quality in the same local government area where the property is located;
5.13.3 the rent that would reasonably be expected to be paid for the property if it were unoccupied and offered for renting for the same or a substantially similar use to which the property may be put under this lease; and
5.13.4 the gross rent, less the lessor's outgoings payable by the lessee,

and disregard –

5.13.4 the value of goodwill created by the lessee's occupation and the value of lessee's fixtures and fittings; and
5.13.6 any alterations or refurbishment works done by the lessee to the property at its expense.

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5.14 The lessor or the lessee may inform the other in writing at least 60 days before the rent review date of the rent that the lessor or lessee thinks will be the current market rent at the review date.

5.15 If the lessor and the lessee agree on a new rent then that rent will be the new rent beginning on the rent review date and the lessor and the lessee must sign a statement saying so.

5.16 If the lessor and the lessee do not agree on the amount of the new rent 30 days before the rent review date, the current market rent will be decided by a valuer appointed under clause 5.17.

5.17 If the lessor and the lessee do not agree on the appointment of a valuer 14 days before the rent review date, either can ask the President of the Law Society of New South Wales to nominate a person who is a valuer to decide the current market rent.

5.18 The valuer will act as an expert not an arbitrator. The lessor and the lessee can each make submissions in writing to the valuer.

5.19 The valuer's decision is final and binding. The valuer must state in writing how the decision was reached.

5.20 If the valuer –

5.20.1 does not accept the nomination to act;
5.20.2 does not decide the current market rent within 1 month after accepting the nomination;
5.20.3 becomes incapacitated or dies; or
5.20.4 resigns,

then another valuer is to be appointed in the same way.

5.21 The lessor and lessee must each pay half the valuer's costs.

5.22 If the lessor and lessee do not agree upon a valuer and neither asks for a valuer to be appointed within 6 months after a review date then the rent will not change on that rent review date.

Utility Charges

5.23 The lessee must pay separately metered utility charges for utilities such as water usage, gas, electricity, telecommunications, trade waste or grease trap charges with respect to the property directly as they fall due.

5.24 If the utilities are not separately metered the lessor, acting reasonably, must apportion an amount attributable to the property. The amount apportioned by the lessor to the lessee must be paid by the lessee to the lessor on the next date that rent is due to be paid by the lessee to the lessor.

5.25 If the lessee does not pay the utility charges under either clause 5.23 or 5.24 the lessor may pay the same and immediately recover from the lessee the amount paid by the lessor as if the charges were rent in arrears payable by the lessee.

CLAUSE 6 USE

How must the property be used?

6.1 The lessee must –

6.1.1 use the property for the purpose stated in item 17 in the schedule and not for any other purpose;
6.1.2 open for business at times usual for a business of the kind conducted by the lessee;
6.1.3 keep the property clean and dispose of waste properly;
6.1.4 comply with all laws regulating how the property is used, obtain any consents or licences needed, comply with any conditions of consent, and keep current any licences or registrations needed for the use of the property or for the conduct of the lessee's business there; and
6.1.5 do all things required by the lessor from time to time (including, without limitation, signing any documents required by the lessor) to enable the lessor to register its security interests under the *Personal Property Securities Act 2009* (Cth) and to release any security interests under that Act.

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6.2 The lessee must not –

6.2.1 do anything that might invalidate any insurance policy covering the property or that might increase the premium unless the lessor consents in which case the lessee must pay the increased premium;
6.2.2 use the property as a residence or for any activity that is dangerous, offensive, noxious, illegal or immoral or that is or may become a nuisance or annoyance to the lessor or to the owner or occupier of any neighbouring property;
6.2.3 hold any auction, bankrupt or fire sale in the property;
6.2.4 display signs or advertisements on the outside of the property, or that can be seen from the outside, unless the lessor consents (but the lessor cannot withhold consent unreasonably);
6.2.5 overload the floors or walls of the property;
6.2.6 without the prior written consent of the lessor use any common area for any purpose other than for access to and egress from the property; or
6.2.7 create a security interest (as that term is defined in the *Personal Property Securities Act 2009* (Cth)) in favour of a third party in respect of the additional leased property without the lessor's consent which must not be unreasonably withheld.

CLAUSE 7 CONDITION AND REPAIRS

Who is to repair the property?

7.1 The lessor must –

7.1.1 maintain in a state of good condition and serviceable repair the roof, the ceiling, the external walls and external doors and associated door jambs, and the floors of the property and must fix structural defects;
7.1.2 maintain the property in a structurally sound condition; and
7.1.3 maintain essential services.

7.2 The lessee must otherwise maintain the property in its condition at the commencement date and promptly do repairs needed to keep it in that condition but the lessee does not have to –

7.2.1 alter or improve the property;
7.2.2 fix structural defects; or
7.2.3 repair fair wear and tear.

7.3 The lessee must also –

7.3.1 reimburse the lessor for the cost of fixing structural damage caused by the lessee, apart from fair wear and tear;
7.3.2 maintain and decorate the shop front if the property has one; and
7.3.3 decorate the inside of the property in the last 3 months of the lease period (however it ends) – 'decorate' here means restoring the surfaces of the property in a style and to a standard of finish originally used e.g. by repainting.

7.4 If an authority requires work to be done on the property and it is structural work or work needed to make the property safe to use then the lessor must do the work unless it is required only because of the way the lessee uses the property. If it is any other work, or is required only because of the way the lessee uses the property, then the lessee must do the work.

7.5 If the lessee fails to do any work that the lessee must do the lessor can give the lessee a notice in writing stating what the lessee has failed to do. After the notice is given the lessee must –

7.5.1 do the work immediately if there is an emergency; and
7.5.2 do the work promptly and diligently in any other case.

If the lessee does not do the work, the lessor can do it and the lessee must reimburse the lessor for the cost of the work.

7.6 The lessee must not make any structural alterations to the property. Any other alterations require the lessor's consent in writing (but the lessor cannot withhold consent unreasonably).

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CLAUSE 8 INSURANCE AND DAMAGE

What insurances must the lessee take out?

8.1 The lessee must keep current an insurance policy noting the interests of the lessor and covering –

8.1.1 liability to the public in an amount not less than the amount stated in item 18 in the schedule (for each accident or event); and

8.1.2 damage or destruction from any cause to all plate glass in the windows and other portions of the property,

and must produce to the lessor, upon request, the policy and the receipt for the last premium.

What happens if the property is damaged?

8.2 If the property or the building of which it is part is damaged (a term which includes destroyed) –

8.2.1 the lessee is not liable to pay rent, or any amount payable to the lessor in respect of outgoings and other charges, that is attributable to any period during which the property cannot be used under this lease or is inaccessible due to that damage;

8.2.2 if the property is still useable under this lease but its useability is diminished due to the damage, the lessee's liability for rent and any amount in respect of outgoings attributable to any period during which useability is diminished is reduced in proportion to the reduction in useability caused by the damage;

8.2.3 if the lessor notifies the lessee in writing that the lessor considers that the damage is such as to make its repair impracticable or undesirable, the lessor or the lessee can terminate this lease by giving not less than 7 days' notice in writing of termination to the other and no compensation is payable in respect of that termination;

8.2.4 if the lessor fails to repair the damage within a reasonable time after the lessee requests the lessor to do so the lessee can terminate this lease by giving not less than 7 days' notice in writing of termination to the lessor; and

8.2.5 nothing in clause 8.2 affects any right of the lessor to recover damages from the lessee in respect of any damage or destruction to which the clause applies.

CLAUSE 9 ACCESS

What are the lessor's rights of access to the property?

9.1 The lessee must give the lessor (or anyone authorised in writing by the lessor) access to the property at any reasonable time for the purpose of –

9.1.1 inspecting the condition of the property, or how it is being used;

9.1.2 doing anything that the lessor can or must do under this lease or must do by law;

9.1.3 viewing the property as a valuer, prospective buyer or mortgagee;

9.1.4 fixing a notice in a reasonable position on the outside of the property saying that it is for sale;

9.1.5 viewing the property as a prospective lessee not earlier than 6 months before the lease period ends;

9.1.6 fixing a notice not earlier than 6 months before the lease period ends in a reasonable position on the outside of the property saying that it is to let; or

9.1.7 inspecting, cleaning or repairing another property or any services to another property.

9.2 The lessor must give the lessee at least 2 days' written notice for access (except in an emergency). The day of the giving of the notice and any Saturday, Sunday or public holiday on which the property is not open for business are not counted.

9.3 The lessor must promptly make good any damage caused to the property and to any of the lessee's belongings which results from exercising these rights.

9.4 The lessee must give to the lessor a copy of any notice relating to the property or relating to any neighbouring property immediately after receiving the notice.

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CLAUSE 10 TRANSFER, SUB-LEASE AND CHANGE IN CONTROL

Can this lease be transferred or the property shared or sub-let?

10.1 The lessee must not transfer this lease without the lessor's written consent, which cannot be unreasonably withheld.

10.2 Before any transfer,

10.2.1 the lessee must not be in breach of this lease unless the breach has been waived by the landlord or remedied; and

10.2.2 the lessee must prove to the lessor's reasonable satisfaction that the transferee is respectable and has financial resources sufficient to satisfy the lessee's obligations under this lease.

10.3 A request for the lessor's consent to a transfer of lease must be made in writing and the lessee must provide the lessor with such information as the lessor may reasonably require concerning the financial resources of the proposed transferee.

10.4 The lessor must deal expeditiously with a request for consent to assignment of lease.

10.5 The lessee has to pay in connection with any consent the lessor's reasonable legal costs, the stamp duty, mortgagee's consent fees and the registration fee for the transfer.

10.6 The lessee can sub-let, grant a licence or concession, share or part with the possession of the whole or any part of the property or mortgage or otherwise charge or encumber the lessee's estate or interest in this lease only with the written consent of the lessor which cannot be unreasonably withheld.

10.7 **Change in control of lessee: company**

10.7.1 If the lessee is a company and there is a proposal for the lessee or any company controlling the lessee to change its shareholding or change its constitution so that the effective control of the lessee is altered then that proposed change in control is treated as a proposed transfer of this lease and clause 10.1 applies.

10.7.2 Clause 10.7.1 does not apply if the lessee is listed on the Australian Securities Exchange or, if the change occurs to a company controlling the lessee, that company is listed on the Australian Securities Exchange.

CLAUSE 11 LESSOR'S OTHER OBLIGATIONS

What are the lessor's other obligations?

11.1 So long as the lessee does all the things that must be done by the lessee under this lease the lessor must allow the lessee to possess and use the property in any way permitted under this lease without interference from the lessor, or any person claiming under the lessor or having superior title to the title of the lessor.

11.2 The lessor must pay all outgoings for the land or the building of which the property is part when they fall due.

11.3 If the property is part of a building owned or controlled by the lessor –

11.3.1 the lessor must maintain in reasonable structural condition all parts of the building that the lessee can use under this lease; and

11.3.2 if the property has facilities and service connections shared in common with other persons the lessor must –

11.3.2.1 allow reasonable use of the facilities and service connections including –

- the right for the lessee and other persons to come and go to and from the property over the areas provided for access;
- access by the lessee to service connections; and
- the right for the lessee's customers to park vehicles in any area set aside for customer parking, subject to any reasonable rules made by the lessor.

11.3.2.2 maintain the facilities and service connections in reasonable condition.

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11.4 The lessor must provide the lessee with an executed copy of the lease within 3 months after the lease is returned to the lessor or the lessor's solicitor, conveyancer or agent following its execution by the lessee. That 3 month period is to be extended for any delay attributable to the need to obtain any consent from a head lessor or mortgagee (being delay not due to any failure by the lessor to make reasonable efforts to obtain consent).

11.5 If this lease is for a term of more than 3 years or is to be registered –

11.5.1. the lessor must lodge the lease for registration in accordance with the *Real Property Act 1900* within 3 months after the lease is returned to the lessor or the lessor's solicitor, conveyancer or agent following its execution by the lessee; and

11.5.2 the 3 month period within which a lease must be lodged for registration is to be extended for any delay attributable to –

11.5.2.1 the need to obtain any consent from a head lessor or mortgagee (being delay not due to any failure by the lessor to make reasonable efforts to obtain consent), or

11.5.2.2 requirements arising under the *Real Property Act 1900* that are beyond the control of the lessor.

11.6 For the purposes of clause 11.5 the term of this lease includes any term for which the lease may be extended or renewed at the option of the lessee. Clauses 11.5 and 11.6 do not affect the operation of the *Real Property Act 1900*.

11.7 Where this lease is lodged for registration, the lessor must:

11.7.1 ensure that this lease is registered; and

11.7.2 provide the original registered lease to the lessee, where available.

11.8 If a consent is needed for this lease, from someone such as a mortgagee or head lessor of the property, then the lessor must get the consent.

CLAUSE 12 FORFEITURE AND END OF LEASE

When does this lease end?

12.1 This lease ends –

12.1.1 on the date stated in item 3 in the schedule;

12.1.2 if the lessor lawfully enters and takes possession of any part of the property; or

12.1.3 if the lessor lawfully demands possession of the property.

12.2 The lessor can enter and take possession of the property or demand possession of the property if –

12.2.1 the lessee has repudiated this lease;

12.2.2 rent or any other money due under this lease is 14 days overdue for payment;

12.2.3 the lessee has failed to comply with a lessor's notice under section 129 of the *Conveyancing Act 1919*; or

12.2.4 the lessee has not complied with any term of this lease where a lessor's notice is not required under section 129 of the *Conveyancing Act 1919* and the lessor has given at least 14 days' written notice of the lessor's intention to end this lease.

12.3 When this lease ends, unless the lessee becomes a lessee of the property under a new lease the lessee must –

12.3.1 return the property to the lessor in the state and condition that this lease requires the lessee to keep it in (including any obligation to decorate under clause 7.3.3); and

12.3.2 have removed any goods (unless otherwise directed by the lessor to the extent the lessor has any security interest) and anything that the lessee fixed to the property and have made good any damage caused by the removal.

Anything not removed becomes the property of the lessor who can keep it or remove and dispose of it and charge to the lessee the cost of removal, making good and disposal.

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12.4 If the lessor allows the lessee to continue to occupy the property after the end of the lease period (other than under a new lease) then –

12.4.1 the lessee becomes a monthly lessee and must go on paying the same rent and other money in the same way that the lessee had to do under this lease just before the lease period ended (apportioned and payable monthly);

12.4.2 the monthly tenancy will be on the same terms as this lease, except for –

- clause 4; and
- clauses 5.5 to 5.22 inclusive;

12.4.3 either the lessor or the lessee can end the monthly tenancy by giving, at any time, 1 month written notice to the other expiring on any date; and

12.4.4 anything that the lessee must do by the end of this lease must be done by the end of the monthly tenancy.

12.5 Essential terms of this lease include –

12.5.1 the obligation to pay rent not later than 14 days after the due date for payment of each periodic instalment (and this obligation stays essential even if the lessor, from time to time, accepted late payment);

12.5.2 the obligations of the lessee in clause 5.1.2 (outgoings);

12.5.3 the obligations of the lessee in clauses 5.23 to 5.25 (utility charges);

12.5.4 the obligations of the lessee in clause 6.1, 6.2.1, 6.2.2 and 6.2.5 (use);

12.5.5 the obligations of the lessee in clause 7 (repairs);

12.5.6 the obligations of the lessee in clause 8.1 (insurance);

12.5.7 the obligations of the lessee in clause 10 (transfer, sub-lease and change in control);

12.5.8 the obligations of the lessee in clause 15 (GST); and

12.5.9 the obligations of the lessee in clause 16 (bank guarantee) or clause 17 (security deposit).

12.6 If there is a breach of an essential term the lessor can recover damages for losses over the entire period of this lease but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.

12.7 The lessor can recover damages even if –

12.7.1 the lessor accepts the lessee's repudiation of this lease;

12.7.2 the lessor ends this lease by entering and taking possession of any part of the property or by demanding possession of the property;

12.7.3 the lessee abandons possession of the property; or

12.7.4 a surrender of this lease occurs.

CLAUSE 13 GUARANTEE

What are the obligations of a guarantor?

13.1 This clause applies if a guarantor of the lessee is named in item 10A in the schedule and has signed or executed this lease in item 22 or, if this lease is a renewal of an earlier lease, the earlier lease.

13.2 The guarantor guarantees to the lessor the performance by the lessee of all the lessee's obligations (including any obligation to pay rent, outgoings or damages) under this lease, under every extension of it or under any renewal of it or under any tenancy and including obligations that are later changed or created.

13.3 If the lessee does not pay any money due under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must pay that money to the lessor on demand even if the lessor has not tried to recover payment from the lessee.

13.4 If the lessee does not perform any of the lessee's obligations under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must compensate the lessor even if the lessor has not tried to recover compensation from the lessee.

13.5 If the lessee is insolvent and this lease or any extension or renewal of it is disclaimed the guarantor is liable to the lessor for any damage suffered by the lessor because of the disclaimer. The lessor can recover damages for losses over the entire period of this lease or any extension or renewal but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.

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13.6 Even if the lessor gives the lessee extra time to comply with an obligation under this lease, under any extension of it or under any renewal of it or under any tenancy, or does not insist on strict compliance with the terms of this lease or any extension of it or renewal of it or of any tenancy, the guarantor's obligations are not affected.

13.7 If an amount is stated in item 10B in the schedule the guarantor's liability under this clause is limited to that amount.

13.8 The terms of this guarantee apply even if this lease is not registered, even if any obligation of the lessee is only an equitable one, and even if this lease is extended by legislation.

CLAUSE 14 EXCLUSIONS AND NOTICES

14.1 No covenant or power is implied in this lease by section 84 or 85 of the *Conveyancing Act 1919*.

14.2 A document under or relating to this lease is –

14.2.1 signed by a party if it is signed by the party or the party's solicitor or conveyancer;
14.2.2 served if it is served by the party or the party's solicitor or conveyancer;
14.2.3 served if it is served in any manner provided in section 170 of the *Conveyancing Act 1919*;
14.2.4 served on the lessee if it is left at the property;
14.2.5 served if it is sent by email or by fax to the email address or fax number for either the lessor or the lessee set out in this lease in item 21 (or any substitute email address or fax number given by either of them), unless it is not received;
14.2.6 served on a person if it or a copy of it comes into possession of that person; and
14.2.7 served at the earliest time it is served, if it is served more than once.

CLAUSE 15 GOODS AND SERVICES TAX

Unless item 13B in the schedule has been completed in a way that indicates that this clause is not to apply:

15.1 As consideration in whole or in part for a taxable supply the person receiving the supply must pay to the party making the supply an additional amount equal to the amount of GST payable on the supply.

15.2 To the extent that the lessee is required to reimburse the lessor in whole or in part for outgoings incurred by the lessor, for the purposes of this lease the amount of the outgoings must be reduced by the amount of any credit or refund of GST to which the lessor is entitled as a result of incurring outgoings.

15.3 Outgoings in item 14B in the schedule are to be calculated after deducting any input tax credit to which the lessor is entitled.

15.4 For the purposes of this lease GST means a tax in the nature of a supply of goods and services tax levied or imposed by the Commonwealth of Australia.

CLAUSE 16 BANK GUARANTEE

16.1 If an amount or a number of months appears in item 19 in the schedule, clauses 16.2 to 16.6 apply.

16.2 On or before the commencement date of this lease the lessee will deliver to the lessor a guarantee for the performance of the lessee's obligations under this lease by an authorised deposit-taking institution trading in the State of New South Wales in the form of an unconditional and irrevocable undertaking to pay drawn in favour of the lessor (unlimited as to time) in a form acceptable to the lessor, acting reasonably, and for an amount equivalent to the number of months or the amount referred to in item 19 in the schedule.

16.3 The lessor is entitled to claim under the guarantee an amount equal to any moneys due but unpaid by the lessee to the lessor under this lease and the lessee must deliver to the lessor within 14 days of a notice from the lessor, an additional guarantee equal to the amount claimed.

16.4 The lessee agrees to vary the amount of the guarantee within 28 days of a written request from the lessor after any rent review so that the amount represents the equivalent of the number of months referred to in the schedule.

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16.5 The lessor will deliver the guarantee (or so much of it as is then held by the lessor) to the lessee within 2 months after the lessee completes performance of the obligations under this lease for which the guarantee is provided as security. The lessor is not required to return a bank guarantee if it has expired or has been cancelled.

16.6 If there is a change in lessor, the lessee must at the cost of the lessor provide a replacement guarantee that complies with clause 16.2 drawn in the name of the new lessor, within 2 months of receipt of a written request for a replacement guarantee.

CLAUSE 17 SECURITY DEPOSIT

17.1 If an amount or a number of months appears in item 20 in the schedule, clauses 17.2 to 17.6 apply.

17.2 On or before the commencement date of this lease the lessee will pay the security deposit to the lessor.

17.3 The lessor is entitled to deduct from the security deposit an amount equal to any monies due but unpaid by the lessee to the lessor under this lease and the lessee must deliver to the lessor within 14 days of a notice from the lessor, an additional amount equal to the amount claimed.

17.4 The security deposit will be held by the lessor.

17.5 The lessee agrees to vary the amount of the security deposit within 28 days of a written request from the lessor after any rent review so that it represents the equivalent of the number of months referred to in the schedule.

17.6 The lessor will pay the security deposit (or so much of it as is then held by the lessor) to the lessee within 2 months after the lessee completes performance of the obligations under this lease for which the security deposit is provided as security.

CLAUSE 18 STRATA

18.1 "Strata Acts" means the *Strata Schemes Management Act 2015* and the *Strata Schemes Development Act 2015*, and includes any amending Acts, rules, regulations, ordinances, by-laws, statutory instruments, orders or notices made under those Acts.

18.2 "Owners corporation", "owner", "strata scheme", "lot" and "parcel" where used in this lease have the meanings given under the Strata Acts.

18.3 "Strata conversion" means a subdivision of the property under the *Strata Schemes Development Act 2015* or the *Community Land Development Act 1989* or the *Community Land Management Act 1989* or other legislation permitting such subdivision.

18.4 **Strata Conversion**

18.4.1. By its entry into this lease the lessee acknowledges that the lessor can register a strata plan, a strata plan of subdivision, a strata plan of consolidation or a building alteration plan insofar as any of these may relate to the property, the building or the land. The lessor will provide the lessee with copies of the proposed strata plan and associated documentation for the lessee's approval, which approval must not be unreasonably withheld.

18.4.2 Unless the lessee raises an objection to the strata conversion referred to in clause 18.4.1, then within 14 days of written request by the lessor the lessee will sign and return to the lessor any consents or other documents necessary to enable the lessor to carry out the strata conversion and will make no objection or claim for compensation in relation to the strata conversion.

18.4.3 If the strata conversion occurs:

18.4.3.1 any reference in this lease will be deemed to be a reference to the buildings comprised in the registered plan or plans of which the property forms part;

18.4.3.2 any levies or other monies payable to the owners corporation will be payable by the lessee with the exception of any contribution to a capital works fund or special levy; and

18.4.3.3 this lease will be deemed to be amended in any respect that is necessary to ensure that this lease reflects that the strata conversion has been carried out.

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18.5 **Not to prejudice interests of owners corporation.**

18.5.1 Without the prior written consent of the owners corporation, the lessee must not do any act, matter or thing under the exercise of its rights and obligations elsewhere contained in this lease or permit or allow any act, matter or thing to be done which will or may:

18.5.1.1 increase the rate of premium payable by the owners corporation under any policy of insurance taken out by the owners corporation; or

18.5.1.2 invalidate, avoid or suspend the operation of any policy of insurance or otherwise prejudice the owners corporation rights under any such policy.

18.5.2 Upon the occurrence of any of the matters referred to in clause 18.5.1, the lessee must:

18.5.2.1 pay to the lessor or such other person responsible for payment any amounts payable to the owners corporation as a consequence of any such matters;

18.5.2.2 pay to the lessor for and on behalf of the owners corporation any amounts payable by the owners corporation as a consequence of any such matters and not the subject of clause 18.5.1; and

18.5.2.3 pay to the lessor for and on behalf of the owners corporation the amount of any and all losses and damages arising from the occurrence of any such matters.

18.6 **Indemnity**

The lessee indemnifies the lessor for any loss or damage suffered by the lessor if the lessee or the lessee's employees fail to comply with the obligations as to conduct imposed upon the lessee or the lessee's employees by this lease or by reason of the Strata Acts.

18.7 **Use**

18.7.1 Where the property is a lot in a strata scheme the lessee must:

18.7.1.1 use the common property only in connection with the use of the property and to obtain access to and egress from the property;

18.7.1.2 co-operate with all other permitted users of the common property;

18.7.1.3 comply with the provisions of the Strata Acts and the by-laws and all lawful orders, motions and directives under the Strata Acts as may be applicable to the exercise of the lessee's rights and obligations under this lease;

18.7.1.4 meet the cost of all damage to the common property caused by the lessee or any invitee or licensee of the lessee;

18.7.1.5 permit the owners corporation, temporarily, to close any part of the common property for the purpose of making and effecting repairs to it; and

18.7.1.6 permit the owners corporation access to the property on giving the lessee reasonable prior notice for the purpose of making and effecting any repairs to the common property.

18.7.2 Where the property is a lot in strata scheme the lessor must use its reasonable endeavours to:

18.7.2.1 assist the lessee, at the expense of the lessee, to obtain the consent of the owners corporation to the lessee's fit out of the property (as approved by the lessor) and the lodgment of any development application in relation to the lessee's use of the property; and

18.7.2.2 cause the owners corporation to maintain and repair the common property, to the extent of any obligation of the lessor to maintain the building.

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IMPORTANT NOTES

The following notes are for guidance and do not form part of this lease.

If you are a lessor, a solicitor or conveyancer will prepare this lease for you. This lease is specifically for use for commercial premises only. It does not comply with the requirements of the *Retail Leases Act 1994*. This lease should not be used for a lease of retail premises.

If you are a lessee, a solicitor or conveyancer can advise you about it.

1. This document creates legal rights and legal obligations.
2. The Commercial Building Disclosure (CBD) Program requires most sellers and lessors of office space of 1000 square metres or more to have an up-to-date Building Energy Efficiency Certificate (BEEC). This is necessary to comply with legal obligations under the Building Energy Efficiency Disclosure Act 2010.
3. Failure to register a lease can have serious consequences.
4. If an option for renewal is not exercised at the right time it will be lost.
5. The lessee can exercise an option for renewal even if there has been a breach of this lease in a case where section 133E of the *Conveyancing Act 1919* applies. The lessor must give a prescribed notice within 14 days after the option is exercised if the lessor wants to rely on the breach to prevent the exercise of the option.
6. The Law Society of New South Wales is not responsible for any loss resulting from the use of this lease as printed whether authorised or not.

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HOMEWORLD LEPPINGTON DISPLAY VILLAGE

DISPLAY VILLAGE INVESTOR'S AGREEMENT

HOMEWORLD LEPPINGTON PTY LTD
ACN 639 907 207
(*Homeworld*)

AND

ANSA HOMES PTY LIMITED
ABN 84 152 606 178
(*the Builder*)

AND

MARDANHEN PTY LIMITED
ACN 641 882 733
(*the Investor*)

Stacks Law Firm
Level 1
229 Macquarie Street
Sydney NSW 2000
T 02 8276 2501
F 02 8276 2555
www.stacklaw.com.au
REF:ADM:200353

709009

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REFERENCE SCHEDULE

Item 1:	The *commencement date*:	The date which is the later of: (a) the commencement date of the *builder's agreement*; and (b) the date of this Deed.
Item 2:	Name and Address of *Homeworld*:	**Homeworld Leppington Pty Ltd ACN 639 907 207** of Suite 1, Level 4, 3 Carlingford Road, Epping NSW 2121
Item 3:	Name and Address of the *Builder*:	**Ansa Homes Pty Limited ABN 84 152 606 178** of 342 Unwins Bridge Road, Tempe, NSW, 2044
Item 4:	Name and Address of the *Investor*:	**Mardanhen Pty Limited ACN 641 882 733** of 342 Unwins Bridge Road, Tempe, NSW, 2044
Item 5:	Particulars of the *land*:	The land in a proposed subdivision of Lot 203 in DP1210950, Lot 100 in DP1215914 and Lot 2150 in DP1213165 proposed lot numbers **9017**, **9018** and **9019** in which are the subject of a *sale contract*)
Item 6:	The *opening date*:	The date upon which an *exhibition home* within the *display village* is first open to the public for display as notified by *Homeworld* to the *Builder.*
Item 7:	Number of years until the *promotion period* ends:	Five (5) years
Item 8:	Name of the *local authority*:	Camden Council

Item 9: *Investor's* shareholders:
(sub-clause 6.6(d))

No. and class of Shares	Shareholder	Person for whom Shares are beneficially held
1 Ordinary	Mark Leon MALONEY	
1 Ordinary	Danielle Marie MALONEY	

Item 10: Name of the *trust*: **The Maloney Unit Trust**
(clause 6.8)

Date	17TH SEPTEMBER, 2020
Parties	
1.	***Homeworld*** means the person described in Item 2 of the *reference schedule*.
2.	***Builder*** means the builder described in Item 3 of the *reference schedule*.
3.	***Investor*** means the investor described in Item 4 of the *reference schedule*.

It is agreed as follows.

1. BACKGROUND

1.1 *Homeworld* and the *Builder* have entered into the *builder's agreement* pursuant to which the *Builder* has constructed or is to construct one or more *display homes*.

1.2 The *Investor* has entered into, or proposes to enter into, a *sale contract* and is to *lease* the *lot* or *lots* which are the subject of that *sale contract* to the *Builder* pursuant to a *lease*.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

The meaning of terms and expressions used in this Deed are contained in Part 1 of the *dictionary*.

2.2 Interpretation

The interpretation provisions for this Deed are contained in Part 2 of the *dictionary*.

3. TERM

3.1 When this Deed Begins and Ends

This Deed begins on the *commencement date* and ends on the last day of the *promotion period*.

3.2 Variation of the Promotion Period

Homeworld may:

(a) by an ordinary resolution of its members in general meeting, resolve to extend the term of the *promotion period*; and

(b) by a *special resolution* of its members in a general meeting of which not less than twelve (12) months prior notice has been given, resolve to reduce the term of the *promotion period*,

in which case the term of the *promotion period* shall be extended or reduced (as the case may be) provided that any relevant requirement of the *landowner's agreement* (including any requirement to obtain the consent of, or provide notice to, the *landowner*) is satisfied.

3.3 Certain Rights to Continue after this Deed ends

Any rights or obligations of a party that are capable of continuing after this Deed ends shall continue notwithstanding that the date this Deed ends pursuant to clause 3.1 has been reached.

4. RIGHTS AND OBLIGATIONS OF HOMEWORLD

4.1 The village rules

(a) *Homeworld* may make, and vary from time to time, the *village rules*.

(b) *Homeworld* must provide to the *Investor* and the *Builder* by such written, electronic or other means as *Homeworld* in its discretion determines to be appropriate, a copy of the *village rules* including all variations.

4.2 Consent of Homeworld

(a) *Homeworld* need not give a consent required under clause 6.6, unless:

(i) the *Investor* establishes to the reasonable satisfaction of *Homeworld* that the person in respect of whom *Homeworld's* consent is sought is reputable, financially secure and is a person suitable or acceptable to *Homeworld* to be a member of *Homeworld* or associated with the *display village* or both; and

(ii) the *Investor* is not in breach of a provision of this Deed.

(b) In respect of a consent other than a consent required under clause 6.6, *Homeworld* may:

(i) give or withhold its consent in its discretion; and

(ii) give its consent subject to such conditions as it considers to be appropriate.

4.3 Extension of the Development Consent

(a) Subject to the provisions of clause 3.2(a) having been complied with, *Homeworld* may apply, or request the *Landowner* to apply, to the *local authority* to extend the term of the *development consent*.

(b) In respect of an application under sub-clause 4.3(a), the *Investor*:

(i) must provide its consent; and

(ii) must not make an objection.

4.4 Management operation and promotion of the *display village*

Homeworld must manage operate and promote the *display village* in such manner as it, in its discretion, determines to be appropriate.

5. CLAUSE 5 – RIGHTS AND OBLIGATIONS OF THE BUILDER

5.1 Positive Obligations

The *Builder* must satisfy all of the *builder's obligations.*

5.2 Negative Obligations

The *Builder* must not, whether by act or omission:

(a) do anything that could result in a party to an *associated agreement* being in breach of a provision of an *associated agreement*;

(b) permit anyone for whom the *Builder* is responsible to do anything which may result in a party to an *associated agreement* being in breach of a provision of an *associated agreement*;

5.3 Injunctive Relief

(a) The *Builder* acknowledges that damages may not be an adequate remedy for *Homeworld* if the *Builder* is in breach of a provision of this Deed or an *associated agreement* to which it is a party.

(b) If the *Builder* is in breach of a provision of this Deed or of an *associated agreement* to which it is a party or *Homeworld* determines on reasonable grounds that such a breach is likely to take place, then *Homeworld* and the *Investor* shall each be entitled to make an application to a court for *injunctive relief.*

(c) In respect of an application for *injunctive relief* made by *Homeworld* under this clause, it shall not be necessary for *Homeworld* in that application to prove that it has suffered damage or to give to the court an undertaking as to damages.

(d) The *Builder* must not, whether by act or omission, oppose an application for *injunctive relief* made by *Homeworld* pursuant to this clause or do anything that could prevent or hinder such an application.

5.4 Indemnity

The *Builder* must:

(a) indemnify *Homeworld* and the *Investor* against all damages and expenses which *Homeworld* or the *Investor* may sustain by reason of any breach by the *Builder* of the *builder's obligations*; and

(b) indemnify *Homeworld* and the *Investor* against any actions, proceedings, claims, demands, costs, damages or expenses (including legal costs and disbursements calculated on a solicitor and own client basis incurred in defending or settling any

claim) which may be incurred by or brought or made against *Homeworld* or the *Investor* howsoever arising out of this Deed.

5.5 Charging Clause

(a) In order to secure performance by the *Builder* of the *builder's obligations* the *Builder* charges to *Homeworld* all of the right, title and interest of the *Builder* in and to the *lease*.

(b) If at any time before this Deed ends *Homeworld* delivers the *builder's charge* to the *Builder* then the *Builder* must properly sign the *builder's charge*, have its signature witnessed and return the *builder's charge* to *Homeworld* who shall then be entitled to register the *builder's charge* at *Land Registry Services*.

(c) *Homeworld* may register at *Land Registry Services* the *builder's caveat* to further secure performance by the *Builder* of the *builder's obligations*.

(d) The *Builder* consents to *Homeworld* registering the *builder's charge* and the *builder's caveat*.

(e) The *Builder* must not (until it is entitled to do so under paragraph (f)), whether by act or omission:

(i) do anything that could prevent or hinder registration at *Land Registry Services* of the *builder's charge* or the *builder's caveat*; or

(ii) seek to have the *builder's charge* released or the *builder's caveat* withdrawn.

(f) *Homeworld* must provide to the *Builder* a release of the *builder's charge* and a withdrawal of the *builder's caveat* on the later to occur of the following dates:

(i) the date this Deed ends;

(ii) the date the *Builder* pays to *Homeworld* all sums of money that may be payable by the *Builder* to *Homeworld*.

5.6 Warranty by the *Builder*

The *Builder* represents and warrants to *Homeworld* that the *Investor* is:

(a) a related entity (as that term is defined in the Corporations Act 2001 (Cth) of the *Builder*;

(b) the trustee of a discretionary trust of which the *Builder* (or the directors and shareholders of the *Builder*) is a beneficiary; or

(c) a superannuation fund of which the *Builder* (or the directors and shareholder of the *Builder*) is a member.

6. CLAUSE 6 – RIGHTS AND OBLIGATIONS OF THE INVESTOR

6.1 Positive Obligations

The Investor:

(a) must satisfy all of the *investor's obligations*;

(b) acknowledges that the parties to the *associated agreements* have entered into the *associated agreements*;

(c) must ensure that the *display home* is used only as a display home;

(d) must comply with the *village rules*;

(e) must ensure that the *display home* is open for inspection during the times that *Homeworld* in its discretion determines;

(f) must ensure that each *display home* is staffed by at least one representative during the opening times determined by *Homeworld* (where the *Builder* holds more than one *display home* on consecutive adjacent *Builder's lots*, then there need only be one representative staffing all of those *display homes*);

(g) take out *insurance*;

(h) rectify any breach of this Deed within 5 *business days* of receiving from *Homeworld* a written notice specifying the breach.

6.2 Negative Obligations

The *Investor* must not, whether by act or omission:

(a) do anything that could result in a party to an *associated agreement* being in breach of a provision of an *associated agreement*;

(b) permit anyone for whom the *Investor* is responsible to do anything which may result in a party to an *associated agreement* being in breach of a provision of an *associated agreement*;

(c) permit a *display home* to be used:

  (i) as a residential dwelling;

  (ii) as an office for the sale of vacant land; or

  (iii) for any purpose other than as a *display home* as part of the *display village*;

(d) permit a *display home* to be used for the purpose of selling real estate other than:

  (i) real estate owned by the *Builder* (or an entity related to the *Builder*); or

  (ii) selling real estate in conjunction with a construction contract arranged by the *Builder* for the construction of a residential dwelling upon a lot.

(e) carry out any building work on an *investor's lot* on a day which is not a *business day* without first obtaining the written consent of *Homeworld*;

(f) subdivide an *investor's lot*, or reduce the total number of the *investor's lots*, without first obtaining the written consent of *Homeworld.*

6.3 Injunctive Relief

(a) The *Investor* acknowledges that damages may not be an adequate remedy for *Homeworld* if the *Investor* is in breach of a provision of this Deed or a provision of an *associated agreement* to which it is a party.

(b) If the *Investor* is in breach of a provision of this Deed or of an *associated agreement* to which it is a party or *Homeworld* determines on reasonable grounds that such a breach is likely to take place, then *Homeworld* shall be entitled to make an application to a court for *injunctive relief.*

(c) In respect of an application for *injunctive relief* made by *Homeworld* under this clause it shall not be necessary for *Homeworld* in that application to prove that it has suffered damage or to give to the court an undertaking as to damages.

(d) The *Investor* must not, whether by act or omission, oppose an application for *injunctive relief* made by *Homeworld* pursuant to this clause or do anything that could prevent or hinder such an application.

6.4 Indemnity

The *Investor* must:

(a) indemnify *Homeworld* against all damages and expenses which *Homeworld* may sustain by reason of any breach by the *Investor* of the *investor's obligations*; and

(b) indemnify *Homeworld* against any actions, proceedings, claims, demands, costs, damages or expenses (including legal costs and disbursements calculated on a solicitor and own client basis incurred in defending or settling any claim) which may be incurred by or brought or made against *Homeworld* howsoever arising out of this Deed.

6.5 Charging Clause

(a) In order to secure performance by the *Investor* of the *investor's obligations* the *Investor* charges to *Homeworld* all of the right, title and interest of the *Investor* in and to the *investor's lot.*

(b) If at any time before this Deed ends *Homeworld* delivers the *investor's charge* to the *Investor* then the *Investor* must properly sign the *investor's charge*, have its signature witnessed and return the *investor's charge* to *Homeworld* who shall then be entitled to register the *investor's charge* at *Land Registry Services.*

(c) *Homeworld* may register at *Land Registry Services* the *investor's caveat* to further secure performance by the *Investor* of the *investor's obligations.*

(d) The *Investor* consents to *Homeworld* registering the *investor's charge* and the *investor's caveat.*

(e) The *Investor* must not (until it is entitled to do so under paragraph (f)), whether by act or omission:

(i) do anything that could prevent or hinder registration at *Land Registry Services* of the *investor's charge* or the *investor's caveat*; or

(ii) seek to have the *investor's charge* released or the *investor's caveat* withdrawn.

(f) *Homeworld* must provide to the *Investor* a release of the *investor's charge* and a withdrawal of the *investor's caveat* on the later to occur of the following dates:

(i) the date this Deed ends;

(ii) the date the *Investor* pays to *Homeworld* all sums of money that may be payable by the *Investor* to *Homeworld*.

6.6 Disposal, Acquisition and Encumbering of an Investor's Lot

(a) In this clause:

(i) *dispose of* means sell, assign, transfer, declare a trust in respect of, lease, enter into a *prescribed arrangement* in respect of or otherwise deal with the interest of the *Investor* in an *investor's lot*;

(ii) *acquire* means acquire an interest in a *lot*, whether by purchase, assignment, transfer, lease or otherwise; and

(iii) *encumber* means mortgage, charge, encumber or grant any other form of security over the interest of the *Investor* in an *investor's lot*.

(b)

(i) Until this Deed ends, the *Investor* must not, without first obtaining the written consent of *Homeworld*, *dispose of*, *acquire*, or *encumber* an interest in an *investor's lot*.

(ii) If *Homeworld* grants its consent to a *disposal* or *acquisition* by the *Investor* it shall be a condition of that consent that the disponee or acquirer (as the case may be) must, prior to the *disposal* or *acquisition* taking place, enter into:

(A) a builder's agreement; or

(B) an investor's agreement; or

(C) both a builder's agreement and an investor's agreement;

as *Homeworld* in its discretion determines, and that agreement or those agreements (as the case may be) shall contain such terms and conditions as *Homeworld* in its discretion requires and *Homeworld's* costs in relation thereto (including *Homeworld's legal costs*) shall be borne by the *Investor*.

(iii) If *Homeworld* grants its consent to the *Investor* granting an *encumbrance* it shall also be a condition of *Homeworld's* consent that the *encumbrancee*

must prior to granting of the *encumbrance* agree in writing in a form approved by *Homeworld* in its discretion that if the *encumbrancee* exercises a power of sale contained in its security then the *encumbrancee* must comply with the provisions of paragraph (ii) as if the *encumbrancee* was the *Investor*.

(c) If the *Investor* is a company that is neither listed on the Australian Stock Exchange nor wholly owned by a company that is listed on the Australian Stock Exchange then any :

(i) disposal of the legal or beneficial interest in any issued shares in the *Investor* or units in the *trust*; or

(ii) allotment of shares in the *Investor* or units in the *trust*; or

(iii) change in the constitution of the *Investor* or of the *trust*;

which has the consequence of:

(iv) a different person or persons controlling the composition of the board of directors of the *Investor*; or

(v) altering by 25% or more in the beneficial ownership of the *Investor*, the *trust* or the *Investor's lots*; or

(vi) the aggregate of all acquisitions and disposals (if any) occurring in the two (2) years prior to the date of consent resulting in an alteration by 25% or more of the beneficial ownership of the *Investor*, the *trust* or the *Investor's lots*;

then the *Investor* will be deemed to have *disposed* of an *Investor's lot* and the provisions of subclauses 6.6(a) and (b) will apply.

(d) If the *Investor* is a company then the *Investor* warrants that as at the date of this Deed its shareholders (and if its shareholders are not beneficially entitled to the shares they hold, then the people who are beneficially entitled to those shares) are named in Item 9 of the *reference schedule*.

(e) The *Investor* warrants that it is not at the date of this Deed and will not be until this Deed ends a party to a *prescribed arrangement*, other than a *prescribed arrangement* in respect of which the *Investor* has first obtained the consent in writing of *Homeworld*.

6.7 Acknowledgements by the Investor

The *Investor* acknowledges that:

(a) *Homeworld* and the *Builder* have entered into the *builder's agreement*;

(b) the *investor* has been given the opportunity to review the *builder's agreement*;

(c) the provisions of clause 6.6 are essential to *Homeworld* and are necessary to ensure that *Homeworld* is able to receive the benefit of its rights and satisfy its obligations under this Deed and under the *associated agreements*.

(d) *Homeworld* has an essential interest in and is entitled to:

(i) regulate the entry of persons into the *display village* as *approved builders* or *investors*;

(ii) regulate the change of, or the alteration of ownership in, *approved builders* or *investors*;

(iii) regulate the terms on which the consent of *Homeworld* may be obtained to a change of, or the alteration of ownership in, *approved builders* or *investors*;

(iv) make rules under clause 4.1, and:

(A) regulate and ensure that only persons who, in the discretion of *Homeworld*, are reputable responsible and solvent persons or are persons suitable or acceptable to *Homeworld* to be a member of *Homeworld* or associated with the *display village*, or both;

(B) are admitted to the *display village* as *approved builders* or *investors*;

(C) are admitted as shareholders, partners, joint venturers, consultants, agents, or subcontractors, with or in an *approved builder* or *investor*;

(D) are permitted to enter into any agreement or arrangement with an *approved builder* or *investor* by which that person acquires any legal or equitable interest in any one or more *Builder's lots* or *Investor's lots* or builds or manages any building on a *Builder's lot* or *investor's lot*.

6.8 Provisions if the Investor is a Trustee

If the *Investor* enters into this Deed as trustee of a trust:

(a) the *Investor* warrants that the trust is that named in Item 10 of the *reference schedule* (the *trust*);

(b) the entitlements of *Homeworld* under this Deed extend to all rights of indemnity which the *Investor* now or subsequently may have against the *trust* and the trust fund;

(c) the *Investor* has full and complete power and authority under the *trust* to enter into this Deed and the provisions of the *trust* do not purport to exclude or take away the right of indemnity of the *Investor* against the *trust* or the trust fund;

(d) the *Investor* must not release that right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;

(e) despite the terms of any deed of trust or settlement or other document, the *Investor* will be and at all times remain personally liable to *Homeworld* for the due performance, fulfilment and observance of the obligations of this Deed;

(f) until this Deed ends, the *Investor* will not, without the consent in writing of *Homeworld*, cause, permit or suffer to happen any of the following events:

(i) the removal, replacement or retirement of the *Investor* as sole trustee of the *trust*;

(ii) any alteration to or variation of the terms of the *trust*;

(iii) any advancement or distribution of capital of the *trust*; or

(iv) any resettlement of the *trust*.

(g) The *Investor* will be in breach of this Deed if it is:

(i) guilty of any breach of trust in respect of the *trust*;

(ii) ceases to be the sole trustee of the *trust*; or

(iii) is removed, replaced or retires as trustee of the *trust*.

6.9 Maintenance and Repair of the Investor's Lot and Display Home

(a) The *Investor* must ensure that:

(i) the *investor's lot* and the *display home* are both kept clean, tidy and in a good state of repair both inside and outside;

(ii) the lawns of the *investor's lot* and the *display home* are kept mowed and the gardens well maintained and free of weeds;

(iii) in respect of an *investor's lot* upon which construction of a *display home* has not commenced, that *investor's lot* and any unpaved nature strip adjacent to it are kept completely turfed to the satisfaction of *Homeworld*; and

(iv) fencing constructed along the rear boundary of an *investor's lot* is not demolished or removed.

(b)

(i) *Homeworld* may carry out any of the *investor's obligations* under this clause if the *Investor* does not carry out those obligations within 5 *business days* of receiving a notice from *Homeworld* specifying the matters required to be carried out.

(ii) *Homeworld* may recover from the *Investor* on demand any costs incurred by *Homeworld* under this sub-clause.

6.10 Appointment of Homeworld as the Investor's Attorney

(a) The *Investor* irrevocably appoints:

(i) *Homeworld*; and

(ii) every director of *Homeworld*;

severally, as the attorney of the *Investor* with power to do the things and exercise the powers referred to in clause 6.10(b).

(b) The attorney can:

(i) do all acts and things the *Investor* is obliged to do under this Deed and any document that comes into effect pursuant to or in connection with this Deed;

(ii) execute all documents the *Investor* is obliged to execute under this Deed or any document that comes into effect pursuant to or in connection with this Deed including:

(A) the *investor's charge*;

(B) a consent to an application made by *Homeworld* pursuant to clause 4.3;

(iii) register this power of attorney at *Land Registry Services*;

(iv) act in accordance with this Deed, despite any conflict of duty and despite any direct or indirect conflict of interest;

(v) delegate its powers (including this power of delegation) and revoke a delegation; and

(vi) if the *Investor* is a trustee, exercise the *Investor's* rights and powers against the trust on behalf of the *Investor*.

(c) The *Investor* agrees to ratify anything done by the attorney in accordance with this clause.

6.11 Warranty by the Investor

The *Investor* represents and warrants to *Homeworld* that the *Investor* is:

(a) a related entity (as that term is defined in the Corporations Act 2001 (Cth) of the *Builder*;

(b) the trustee of a discretionary trust of which the *Builder* (or the directors and shareholders of the *Builder*) is a beneficiary; or

(c) a superannuation fund of which the *Builder* (or the directors and shareholder of the *Builder*) is a member.

6.12 Investor may Rescind

The *Investor* may rescind this Deed if:-

(a) all sale contracts; and

(b) all leases;

entered into by the *Investor* are rescinded.

7. GENERAL

7.1 Notices

(a) A notice or other communication connected with this Deed (*notice*) has no legal effect unless it is in writing.

(b) In addition to any other method of service provided by law, the *notice* may be:

(i) sent by prepaid post to the address of a party as stated in this Deed or subsequently notified or its solicitor last notified;

(ii) sent to the facsimile number or the email address of a party or its solicitor last notified; or

(iii) delivered at the address of a party as stated in this Deed or subsequently notified or its solicitor last notified.

(c) If the *notice* is sent or delivered in a manner provided by clause 7.1(b), it must be treated as given to and received by the party to which it is addressed if:

(i) sent by post, on the second *business day* (at the address to which it is posted) after posting;

(ii) sent by facsimile, on production of a transmission report by the sending machine which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient;

(iii) sent by email, when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee; or

(iv) otherwise delivered, before 5:00pm on a *business day* at the place of delivery, upon delivery, and otherwise on the next *business day* at the place of delivery.

(d) Any *notice* by a party may be given and may be signed by its solicitor.

(e) Any *notice* to a party may be given to its solicitor at the solicitor's business address, or facsimile number.

7.2 Governing Law

This Deed is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

7.3 Deed Effective on Exchange

(a) This Deed may be formed by way of exchange of counterparts, one of which is to be signed by each party.

(b) All counterparts taken together will be taken to constitute one Deed.

(c) Exchange may be affected by a party or its solicitor delivering the original signed counterpart or a facsimile to the other party or its solicitor.

7.4 Severance

(a) If anything in this Deed:

(i) is unenforceable, illegal or void; or

(ii) makes the Deed unenforceable, illegal, void or voidable;

then it is severed and the rest of the Deed remains in force (unless to do so would change the underlying principal commercial purposes of the Deed).

(b) If it is held by a court that part of the Deed is:-

(i) void, voidable, illegal or unenforceable; or

(ii) makes the Deed void, voidable, illegal or unenforceable;

that part will be severed from this Deed unless to do so would change the underlying principal commercial purposes of the Deed.

7.5 Further Assurance

Each party must do, sign, execute and deliver documents and acts reasonably required of it or them by notice from another party to effectively carry out and give full effect to this Deed and the rights and obligations of the parties under it.

7.6 GST

(a) All payments under this Deed are exclusive of *GST*.

(b) The recipient of a supply must pay to the supplier the amount of *GST* the supplier pays or is liable to pay on or in respect of a supply.

(c) The recipient of a supply must pay to the supplier the amount of *GST* that the recipient of the supply is liable to pay to the supplier at the same time and in the same manner as the recipient of the supply is obliged to pay to the supplier the consideration for that supply.

(d) The supplier must give to the recipient of a supply a tax invoice on or before the date the recipient of the supply is due to pay the supplier an amount in payment of *GST*.

7.7 Costs

(a) The *Builder* must pay:

(i) all stamp duty (if any) payable in respect of this Deed including any penalties;

(ii) its own legal costs and disbursements in relation to the preparation, execution and stamping of this Deed;

(iii) fees of *Land Registry Services* for registration of any caveat, withdrawal of caveat, charge or discharge referred to in clause 5.5;

(iv) *Homeworld's legal costs* (other than legal costs payable by the *Investor* pursuant to sub-clauses 7.7(b) and (c)) in relation to:

(A) the negotiation, preparation, execution and stamping and registration of this Deed, and any caveat, withdrawal of caveat, mortgage, charge, discharge of mortgage or discharge of charge, relating to securing *Homeworld's* interests under this Deed;

(B) the monitoring of the performance and observance of the *builder's obligations*;

(C) any consent, communication or the waiver of any right under this Deed;

(D) the exercise or attempted exercise or the preservation of any right of *Homeworld* under this Deed;

(E) the lodgement or withdrawal of any caveat by any person; and

(F) the enforcement of any provision of this Deed.

(b) The *Investor* must pay:

(i) its own legal costs in relation to this Deed;

(ii) all amounts payable by the *Builder* pursuant to sub-clause 7.7(a) which the *Builder* does not pay; and

(iii) *Homeworld's legal costs* in relation to any consent under this Deed.

(c) If the *Investor* proposes to dispose of its interest in a lot then the *Investor* must pay:

(i) *Homeworld's legal costs* in relation to the preparation, execution and stamping and registration of any agreement required by *Homeworld* and any caveat, withdrawal of caveat, mortgage, discharge of mortgage, charge, or discharge of charge, relating to securing *Homeworld's* interests, and in relation to consents required from *Homeworld* by the *Investor* or the financier of the *Investor*;

(ii) all stamp duty; and

(iii) all *Land Registry Services* fees in relation to the registration by *Homeworld* of any caveat, withdrawal of caveat, charge or discharge of charge referred to in clause 6.5.

7.8 Assignment

(a) *Homeworld* may assign its interests in this Deed to Homeworld Group Pty Ltd ABN 78 603 230 520 or to an entity nominated by Homeworld Group Pty Ltd.

(b) Subject to paragraph (a) of this clause, a party may not assign their interest in this Deed.

7.9 The lease

(a) The *Investor* and the *Builder* must enter into the *lease*:

(i) at the same time as they enter into this Deed if, when they enter into this Deed, the *lot* that is the subject of the *lease* has been transferred to the *Investor*; or

(ii) otherwise, at the same time as the *lot* that is the subject of the *lease* is transferred to the *Investor*.

(b) The *lease* must contain the *essential lease provisions*, which shall apply to, and be deemed to be contained in, the *lease* notwithstanding, and shall be paramount over, any provision in the *lease* which is inconsistent with or conflicts with any of the *essential lease provisions*.

7.10 Waiver

(a) No failure to exercise or delay in exercising any right, power or remedy available pursuant to this Deed by a party operates as a waiver.

(b) A single or partial exercise of any right, power or remedy does not preclude any other or future exercise of that or any other right, power or remedy.

(c) A waiver is not valid or binding on the party granting that waiver unless made in writing.

7.11 Resolution of Disputes

(a) If a dispute arises out of or relates to this Deed a party may not commence any court proceedings relating to the dispute unless it has complied with this clause except where the party seeks:

(i) urgent interlocutory relief;

(ii) the recovery of moneys pursuant to this Deed; or

(iii) in the case of *Homeworld*, *injunctive relief* pursuant to clauses 5.3 or 6.3.

(b) A party claiming that a dispute (the *dispute*) has arisen under or in relation to this Deed must give written notice to the other parties specifying the nature of the *dispute*.

(c) On receipt of that notice by the other parties, the parties must endeavour to resolve the *dispute* expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed by them.

(d) If the parties do not resolve the *dispute* within 7 days of the notice referred to in clause 7.11(b), (or such further period as agreed in writing by them) the parties shall within a further 7 days agree as to:

(i) the mediator;

(ii) the dispute resolution technique and procedures to be adopted (the *mediation*);

(iii) the timetable for all steps in the *mediation*; and

(iv) the compensation of the *mediator*,

and if the parties cannot agree as to all such matters, then the parties shall refer the *dispute* to the President of the Law Society of New South Wales who will select a mediator and determine the mediator's compensation and the parties shall participate in a *mediation* as directed by the mediator including directions as to the timetable for all steps in the *mediation* and the procedures for the *mediation*.

7.12 Authority

Homeworld and *Homeworld's* solicitors may complete the execution of this Deed and any other documents submitted to *Homeworld* by the *Builder* by the completion of blanks, and the insertion of necessary particulars such as lot numbers, price, date, number of shares, name of directors or officers of the *Builder* and whether the director is a sole director.

7.13 Rescission and Termination

(a) A notice of recession pursuant to any express right to rescind as set out in this Deed shall rescind this Deed from the date of this Deed, provided:

(i) subject to clause 7.13(b), neither party shall be liable to the other party for any loss, damages, costs or expenses; and

(ii) nothing in this clause 7.13 shall be taken to prohibit or restrict the right of either party to take action against the other for any loss, damage, costs or expenses arising from a breach of any term, condition or warranty contained or implied in this Deed.

(b) If either party terminates this Deed whether pursuant to an express right to terminate as set out in this Deed or otherwise, that termination shall be without prejudice to:-

(i) all rights, powers and obligations of the parties existing at the time of termination; and

(ii) any right a party may have to damages whether arising under the terms of this Deed, at common law, in equity or otherwise.

(c) *Homeworld* shall be entitled to rescind this Deed (and clause 7.13(a) shall apply) in each of the following events:

(i) the *development consent* is not granted by the *local authority*, or is granted upon terms and conditions that *Homeworld* in its absolute discretion deems to be unacceptable to *Homeworld*, by the date which is two (2) years from the date of this Deed;

(ii) the *Investor* has not entered into a *sales contract* with the *landowner* in respect of at least 1 *lot* within 10 *business days* from the date of receipt of the *sales contract* by the *Builder* or the *Investor* (as the case may be);

(iii) the *Builder* has not entered into a *builder's agreement with Homeworld* within 10 *business days* from the date of this Deed; and

(iv) the *landowner's agreement* is not entered into within six (6) months from the date of this Deed, or is terminated or rescinded at any time.

(d) This Deed will be deemed terminated by *Homeworld* without any further action by *Homeworld* (and clause 7.13(b) shall apply) if the *sale contract* referred to in clause 1.2 is terminated or rescinded as a result of that *sale contract* not being completed in accordance with its terms.

SCHEDULE 1 – DICTIONARY

Part 1 Meaning of Terms

In this Deed, unless the context requires otherwise, words and expressions in *italics* have the following meaning:

approved builder means a builder who enters into a *builder's agreement* with *Homeworld*.

approved investor means a person who acquires a *lot* and enters into an agreement with *Homeworld* the terms and conditions of which are substantially the same as the terms and conditions of this Deed.

associated agreements means the *sale contract*, the *lease* and the *builder's agreement*.

builder's agreement means a deed in a form approved by *Homeworld* between *Homeworld* and the *Builder* or another *approved builder* pursuant to which a *display home* is to be built.

Builder's lots means all *lots* that are owned by or leased to the *Builder*.

builder's obligations means the obligations of the *Builder* pursuant to this Deed and any *associated agreement* to which it is a party.

builder's caveat means a caveat generally in the form of that comprising Schedule 4.

builder's charge means a charge generally in the form of that comprising Schedule 2.

business day means a day on which banks in Sydney are open for business other than a Saturday or a Sunday.

commencement date means the date this Deed begins being the date referred to in or determined by reference to Item 1 of the *reference schedule*.

development consent means a development consent issued by the *local authority* in respect of the *display village*.

dictionary means the dictionary comprising Schedule 1.

display home means a residential dwelling constructed by an *approved builder* upon a *lot* pursuant to a *builder's agreement*.

display village means the exhibition home display village operated and managed by *Homeworld* on the *land* during the *promotion period.*

display village plan means the plan of subdivision comprising Schedule 6.

essential lease provisions means provisions which must be contained in the *lease* whereby:

(a) the term of the *lease* is concurrent with the *promotion period*;

(b) the terminating date of the *lease* is the last day of the *promotion period*;

(c) the permitted use in the *lease* is limited to use as a *display home*;

(d) use of the leased premises for a purpose other than as a *display home* (including, without limitation, use as a residence) is prohibited;

(e) the *lease* may not be varied so as to amend, vary or delete an *essential lease provision.*

GST means the Goods and Services Tax under the *A New Tax System (Goods and Services Tax) Act* and other GST related legislation.

injunctive relief means an injunction obtained from a court of competent jurisdiction to restrain a:

(a) breach;

(b) threatened breach; or

(c) continuing breach;

of a provision of this Deed or an *associated agreement.*

insurance means such policies of insurance in respect of a *lot* and a *display home* as *Homeworld* may in its discretion direct, including:

(a) building insurance for the full replacement value of a *display home*;

(b) damage or destruction to any plate glass within a *display home*; and

(c) liability to the public in an amount of not less than $20,000,000.

investor means a person who acquires a *lot* and enters into an agreement with a *Builder* and *Homeworld* the terms and conditions of which are substantially the same as the terms and conditions of this Deed.

investor's caveat means a caveat generally in the form of that comprising Schedule 5.

investor's charge means a charge generally in the form of that comprising Schedule 3.

investor's lot means a *lot* that is owned by the *Investor*.

investor's obligations means the obligations of the *Investor* pursuant to this Deed and any *associated agreement* to which it is a party.

Homeworld's legal costs means the legal fees and disbursements (calculated on a solicitor and own client basis) payable by *Homeworld* to any solicitors.

land means the land described in Item 5 of the *reference schedule*.

landowner means the entity who entered into the *landowner's agreement* with *Homeworld*.

landowner's agreement means an agreement entered into, or proposed to be entered into, between *Homeworld* and the *landowner* relating to development and operation of the *display village*.

Land Registry Services means the office of the NSW Land Registry Services, or its successor.

lease means a lease of an *investor's lot* entered into between the *Builder* as tenant and the *Investor* as landlord that complies with clause 7.9.

local authority means the local authority referred to in Item 8 of the *reference schedule*.

lot means a residential lot in the *display village*, and includes a lot created by subdivision of a *lot*.

opening date means the opening date of the *display village* referred to at or determined by reference to Item 6 of the *reference schedule*.

prescribed arrangement means any partnership, joint venture, consultancy or other agreement or arrangement of any kind whatsoever pursuant to which that other person acquires a legal or equitable interest in an *investor's lot* or constructs or manages any improvements upon an *investor's lot*.

promotion period means the period prescribed in the *development consent* for operation of the *display village*, being the number of years referred to in Item 7 of the *reference schedule* or, if:

(a) the period prescribed in the *development consent* is extended pursuant to clause 4.3; or

(b) the *promotion period* is varied pursuant to the provisions of clause 3.2,

then the period as extended or varied (as the case may be).

reference schedule means the reference schedule comprising page 1 of this Deed.

sale contract means:

(a) a contract for sale in respect of a *lot* entered or to be entered into by the *Builder*; or

(b) a contract for sale in respect of a *display home* entered into between a *Builder* and an *investor*; or

(c) a put and call option entered or to be entered into by the *Builder* in relation to a *lot* which annexes a contract for sale; or

(d) a contract for sale in respect of a *lot* entered into by an *investor*.

special resolution has the same meaning as in the *Corporations Act 2001* (Cth).

village rules means rules relating to the administration, management, operation and promotion of the *display village* including:

(a) opening and closing hours of the *display village*;

(b) traffic flow and traffic control;

(c) parking;

(d) noise;

(e) vehicles;

(f) obstruction of common areas or public areas;

(g) behaviour of proprietors or occupiers or invitees or licensees;

(h) garbage disposal;

(i) distribution of pamphlets;

(j) advertising;

(k) mobile or portable food or drink vendors;

(m) security;

(n) signage;

(o) signage co-ordination;

(p) pedestrian traffic;

(q) pedestrian traffic co-ordination;

(r) fencing within the *display village*;

(t) landscaping; and

(u) other matters deemed by *Homeworld* to be appropriate.

Part 2 Interpretation Provisions

In this Deed, unless the context requires otherwise:

(a) the singular includes the plural and conversely.

(b) a gender includes all genders.

(c) where a word or a phrase is defined, its other grammatical forms have a corresponding meaning.

(d) a reference to any party to this Deed or any other agreement or document includes the party's successors and substitutes or assigns.

(e) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.

(f) clause means a clause of this Deed.

(g) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Deed.

(h) a reference to writing includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form.

(i) unless stated otherwise, one provision does not limit the effect of another.

(j) a reference to includes or including means includes without limitation, or including without limitation, respectively.

(k) all obligations are taken to be required to be performed duly and punctually.

(l) headings are used for convenience only and do not affect the interpretation of this Deed.

(m) a reference to a thing includes a reference to a part of a thing.

(n) if something is to be done on a day which is not a *business day* then that thing must be done on the next following *business day*.

(o) unless stated otherwise, a discretion given to *Homeworld* pursuant to a provision of this Deed shall be the *Homeworld's* sole and unfettered discretion.

SCHEDULE 2 – BUILDER'S CHARGE

Form: 06C
Edition: 1111

CHARGE

New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY Office of State Revenue use only

(A) **TORRENS TITLE**

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone and Customer Account Number if any Reference (optional):	

(C) **CHARGER**

(D) being the registered proprietor of an estate in leasehold in the land charged

(E) covenants with the chargee that the provisions set out in annexure hereto marked A

(F) are incorporated in this charge and for the purpose of securing the payment of the secured monies referred to in the annexure charges all the above estate for the benefit of the chargee, the payment to be made at the times and in the manner set out in the annexure.

(G) Encumbrances (if applicable):

(H) **CHARGEE** Homeworld Leppington Pty Ltd ACN 639 907 207
of Level 12, 44-48 Hunter Street, Sydney, NSW, 2000

(I) **TENANCY:**

DATE ..... / ..... / .....

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

Signature of witness: .....

Name of witness: .....

Address of witness: .....

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

Signature of charger:

.....

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Company: Homeworld Leppington Pty Ltd ACN 639 907 207
Authority:

Signature of authorised person: .....

Name of authorised person: .....

Office held: .....

Signature of authorised person: .....

Name of authorised person: .....

Office held: .....

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

Annexure 'A' to Charge

Parties: ..... (Charger)

Homeworld Leppington Pty Ltd ACN 639 907 207 (Chargee)

Dated ...../...../.....

(E) 1. The Charger must pay to the Chargee the *secured moneys* in accordance with the provisions of the *Agreement*.

2. The Charger must satisfy all of the *secured obligations* in accordance with the provisions of the *Agreement*.

3. The Chargee shall be entitled to the benefit of all of the powers and remedies, express or implied, given in favour of the Chargee pursuant to the Conveyancing Act, 1919 (including, without limitation, the powers and remedies referred to in Division 3 of Part 7 of that Act) and the Real Property Act 1900 (including, without limitation, the powers and remedies referred to in Division 3 of Part 2 of that Act).

4. The provisions of the *Agreement* shall be deemed to form part of this Charge to the same extent as if those provisions were set out in full in this Charge.

5. In this Charge:-

(a) *Agreement* means the Display Village Builder's Agreement dated [INSERT DATE OF BUILDER'S AGREEMENT] between the Charger as Builder and the Chargee (referred to in the Agreement as *Homeworld*).

(b) *secured moneys* means all moneys payable by the Charger to the Chargee pursuant to the *Agreement*.

(c) *secured obligations* means all of the obligations of the Charger pursuant to the *Agreement*.

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

Signature of witness: .....

Name of witness: .....

Address of witness: .....

.....

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

Signature of Charger

.....

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Homeworld Leppington Pty Ltd ACN 639 907 207

Authority:

Signature of authorised person: .....

Name of authorised person: .....

Office held: .....

Signature of authorised person: .....

Name of authorised person: .....

Office held: .....

SCHEDULE 3 – INVESTOR'S CHARGE

Form: 06C
Edition: 1111

CHARGE

New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY Office of State Revenue use only

(A) **TORRENS TITLE**

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone and Customer Account Number if any Reference (optional):	

(C) **CHARGER**

(D) being the registered proprietor of an estate in fee simple in the land charged

(E) covenants with the chargee that the provisions set out in annexure hereto marked A

(F) are incorporated in this charge and for the purpose of securing the payment of the secured monies referred to in the annexure charges all the above estate for the benefit of the chargee, the payment to be made at the times and in the manner set out in the annexure.

(G) Encumbrances (if applicable):

(I) **CHARGEE** Homeworld Leppington Pty Ltd ACN 639 907 207
of Level 12, 44-48 Hunter Street, Sydney, NSW, 2000

(I) **TENANCY:**

DATE ..... / ..... / .....

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

Signature of witness: .....

Name of witness: .....

Address of witness: .....

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

Signature of charger:

.....

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Company: Homeworld Leppington Pty Ltd ACN 639 907 207
Authority:

Signature of authorised person: .....

Name of authorised person: .....

Office held: .....

Signature of authorised person: .....

Name of authorised person: .....

Office held: .....

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

Annexure 'A' to Charge

Parties: ..... (Charger)

Homeworld Leppington Pty Ltd ACN 639 907 207 (Chargee)

Dated ...../...../.....

(E) 1. The Charger must pay to the Chargee the *secured moneys* in accordance with the provisions of the *Agreement*.

2. The Charger must satisfy all of the *secured obligations* in accordance with the provisions of the *Agreement*.

3. The Chargee shall be entitled to the benefit of all of the powers and remedies, express or implied, given in favour of the Chargee pursuant to the Conveyancing Act, 1919 (including, without limitation, the powers and remedies referred to in Division 3 of Part 7 of that Act) and the Real Property Act 1900 (including, without limitation, the powers and remedies referred to in Division 3 of Part 2 of that Act).

4. The provisions of the *Agreement* shall be deemed to form part of this Charge to the same extent as if those provisions were set out in full in this Charge.

5. In this Charge:-

(a) *Agreement* means the Display Village Investor's Agreement dated [INSERT DATE OF INVESTOR'S AGREEMENT] between the Charger as Investor and the Chargee (referred to in the Agreement as *Homeworld*).

(b) *secured moneys* means all moneys payable by the Charger to the Chargee pursuant to the *Agreement*.

(c) *secured obligations* means all of the obligations of the Charger pursuant to the *Agreement*.

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

Signature of witness: .....

Name of witness: .....

Address of witness: .....

.....

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

Signature of Charger

.....

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Homeworld Leppington Pty Ltd ACN 639 907 207

Authority:

Signature of authorised person: .....

Name of authorised person: .....

Office held: .....

Signature of authorised person: .....

Name of authorised person: .....

Office held: .....

SCHEDULE 4 – BUILDER'S CAVEAT

Form: 08X
Licence: 04-02-316
Licensee: Locus Pty Limited
Firm Name: Stacks//The Law Firm

CAVEAT

Prohibiting Recording of a Dealing or Plan or Granting of a Possessory Application
New South Wales
Section 74F Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only

(A) **FOLIO OF THE REGISTER**

(B) **REGISTERED DEALING**

Number	Folio of the Register

(C) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and LLPN if any	CODE
	Reference:	X

(D) **REGISTERED PROPRIETOR**

Postcode:

(E) **CAVEATOR**

Insert the full name and residential address

Homeworld Leppington Pty Ltd (ACN 639 907 207)
of Level 12, 44-48 Hunter Street, Sydney, NSW **Postcode:** 2000

(F) **NAME AND ADDRESS IN NEW SOUTH WALES FOR SERVICE OF NOTICES ON THE CAVEATOR**

*The address **must** be a street address.* If desired, a Document Exchange box in NSW may be provided **in addition**.

Name: Stacks Business
Street Address: Level 1, 229 Macquarie Street, Sydney, NSW
Postcode: 2000

Document Exchange Box in NSW (additional):

*NOTE: if the caveator's name or address for service of notices changes, the Department of Lands, Land and Property Information Division **must** be notified on form 08CX.*

(G) **ACTION PROHIBITED**

1, 2 and 4

(H) The caveator claims to be entitled to the estate or interest in the above land specified in Schedule 1 by virtue of the instrument set out in that schedule and prohibits the Registrar General from taking, with respect to the above land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

WARNING: care should be exercised in completing a caveat form. An insupportable caveat may be challenged in the Supreme Court; damages may be awarded for lodging a caveat without justification; and penalties could be imposed for a breach of the Oaths Act 1900 and section 117 of the Real Property Act 1900. Furthermore failure to observe the requirements of section 117 of the Real Property Act 1900 and regulations 7 and 8 of the Real Property Regulation 1998 may make the caveat invalid.

(I) **SCHEDULE 1 Estate or interest claimed**

Nature of the estate or interest		
1. Equitable interest as chargee. 2. Equitable interest arising pursuant to the rights created.		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
Display Village Builder's Agreement		The Caveator and the Registered Proprietor
By virtue of the facts stated below		

(J) **SCHEDULE 2 Action prohibited by this caveat**

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
2. The registration of recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
3. The registration of delimitation plan[1] No.
4. The granting of any possessory application[2] with respect to the land in the folio of the Register referred to above.
5. The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
6. The granting of an application to extinguish the NOT APPLICABLE created by NOT APPLICABLE No.

(K) **STATUTORY DECLARATION[3]**

I, solemnly and sincerely declare that -

1. To the best of my knowledge, information and belief the caveator has a good and valid claim to the estate or interest set out in Schedule 1.
2. This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor;

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900 and I certify this caveat to be correct for the purposes of the Real Property Act 1900. Made and subscribed at in the State of New South Wales on in the presence of-

Signature of witness: _____ Signature of declarant: _____

Name of witness: _____ Capacity of declarant if other than the caveator:

Address of witness: _____

Qualification of witness: ☐ Justice of the Peace ☐ Practising Solicitor ☐ Other *[specify]* _____

(L) **CONSENT OF THE REGISTERED PROPRIETOR of the estate or interest affected by the caveat (section 74F Real Property Act 1900)**

I, the registered proprietor named at letter (D), for the purposes of section 74F(6) Real Property Act 1900 only, consent to this caveat.

Signature of registered proprietor: _____

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1. A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
2. An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
3. As the Department of Lands may not be able to provide the services of a justice of the peace or other qualified witness, the statutory declaration should be signed and witnessed prior to lodgment at Land and Property Information Division.

SCHEDULE 5 – INVESTOR'S CAVEAT

Form: 08X
Licence: 04-02-316
Licensee: Locus Pty Limited
Firm Name: Stacks//The Law Firm

CAVEAT
Prohibiting Recording of a Dealing or Plan or Granting of a Possessory Application
New South Wales
Section 74F Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY
Office of State Revenue use only

(A) **FOLIO OF THE REGISTER**

(B) **REGISTERED DEALING**

Number	Folio of the Register

(C) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and LLPN if any	CODE
	Reference:	X

(D) **REGISTERED PROPRIETOR**
Postcode:

(E) **CAVEATOR**
Insert the full name and residential address

Homeworld Leppington Pty Ltd (ACN 639 907 207)
of Level 12, 44-48 Hunter Street, Sydney, NSW **Postcode:** 2000

(F) **NAME AND ADDRESS IN NEW SOUTH WALES FOR SERVICE OF NOTICES ON THE CAVEATOR**

*The address **must** be a street address.* If desired, a Document Exchange box in NSW may be provided **in addition**.

Name: Stacks Business
Street Address: Level 1, 229 Macquarie Street, Sydney, NSW
Postcode: 2000

Document Exchange Box in NSW (additional):

*NOTE: if the caveator's name or address for service of notices changes, the Department of Lands, Land and Property Information Division **must** be notified on form 08CX.*

(G) **ACTION PROHIBITED**
1, 2 and 4

(H) The caveator claims to be entitled to the estate or interest in the above land specified in Schedule 1 by virtue of the instrument set out in that schedule and prohibits the Registrar General from taking, with respect to the above land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

WARNING: care should be exercised in completing a caveat form. An insupportable caveat may be challenged in the Supreme Court; damages may be awarded for lodging a caveat without justification; and penalties could be imposed for a breach of the Oaths Act 1900 and section 117 of the Real Property Act 1900. Furthermore failure to observe the requirements of section 117 of the Real Property Act 1900 and regulations 7 and 8 of the Real Property Regulation 1998 may make the caveat invalid.

(I) **SCHEDULE 1 Estate or interest claimed**

Nature of the estate or interest		
1. Equitable interest as chargee. 2. Equitable interest arising pursuant to the rights created.		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
Display Village Investor's Agreement		The Caveator and the Registered Proprietor
By virtue of the facts stated below		

(J) **SCHEDULE 2 Action prohibited by this caveat**

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
2. The registration of recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
3. The registration of delimitation plan[1] No.
4. The granting of any possessory application[2] with respect to the land in the folio of the Register referred to above.
5. The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
6. The granting of an application to extinguish the NOT APPLICABLE created by NOT APPLICABLE No.

(K) **STATUTORY DECLARATION[3]**

I, solemnly and sincerely declare that -

1. To the best of my knowledge, information and belief the caveator has a good and valid claim to the estate or interest set out in Schedule 1.
2. This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor;

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900 and I certify this caveat to be correct for the purposes of the Real Property Act 1900. Made and subscribed

at in the State of New South Wales on in the presence of-

Signature of witness: _____ Signature of declarant: _____

Name of witness: _____ Capacity of declarant if other than the caveator:

Address of witness: _____

Qualification of witness: ☐ Justice of the Peace ☐ Practising Solicitor ☐ Other *[specify]* _____

(L) **CONSENT OF THE REGISTERED PROPRIETOR of the estate or interest affected by the caveat (section 74F Real Property Act 1900)**

I, the registered proprietor named at letter (D), for the purposes of section 74F(6) Real Property Act 1900 only, consent to this caveat.

Signature of registered proprietor: _____

1. A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
2. An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
3. As the Department of Lands may not be able to provide the services of a justice of the peace or other qualified witness, the statutory declaration should be signed and witnessed prior to lodgment at Land and Property Information Division.

SCHEDULE 6 – DISPLAY VILLAGE PLAN

EXECUTED AS A DEED

EXECUTED for and on behalf of **HOMEWORLD LEPPINGTON PTY LTD ACN 639 907 207** in accordance with Section 127(1) of the *Corporations Act 2001* by authority of the Directors:

Signature of Director

LACHLAN McGREGOR

Name of Director

Signature of ~~Director~~/Secretary

PHILIP JONES

Name of ~~Director~~/Secretary

EXECUTED for and on behalf of **ANSA HOMES PTY LIMITED ABN 84 152 606 178** in accordance with Section 127(1) of the *Corporations Act 2001*:

Signature of Sole Director/Secretary

MARK LEON MALONEY

Name of Sole Director/Secretary

EXECUTED for and on behalf of **MARDANHEN PTY LIMITED ACN 641 882 733** in accordance with Section 127(1) of the *Corporations Act 2001*:

Signature of Sole Director/Secretary

MARK LEON MALONEY

Name of Sole Director/Secretary