



## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed by</b></p>  <p>_____ Vendor</p>  <p>_____ Vendor</p>	<p><b>Signed by</b></p>  <p>_____ Purchaser</p>  <p>_____ Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> Beechwood Homes (NSW) Pty Limited in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

**Choices**

- Vendor agrees to accept a **deposit-bond**  NO  yes
- Nominated Electronic Lodgment Network (ELN)** (clause 4) PEXA
- 
- Manual transaction** (clause 30)  NO  yes  
(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

- Land tax** is adjustable  NO  yes
- GST: Taxable supply**  NO  yes in full  yes to an extent
- Margin scheme will be used in making the taxable supply  NO  yes
- This sale is not a taxable supply because (one or more of the following may apply) the sale is:
- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
  - by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
  - GST-free because the sale is the supply of a going concern under section 38-325
  - GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
  - input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

**GSTRW payment (GST residential withholding payment) – details**

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

- Supplier's name:
- Supplier's ABN:
- Supplier's GST branch number (if applicable):
- Supplier's business address:
- Supplier's representative:
- Supplier's contact phone number:
- Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

## List of Documents

<p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input checked="" type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input checked="" type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 59 other document relevant to the off the plan contract</p> <p><b>Other</b></p> <p><input checked="" type="checkbox"/> 60 Commercial Lease 61. Display Village Investor's Agreement 62. Display Village Financier's Agreement</p>
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**HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number**

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
	<i>adjustment date</i> the earlier of the giving of possession to the purchaser or completion;
	<i>adjustment figures</i> details of the adjustments to be made to the price under clause 14;
	<i>authorised Subscriber</i> a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
	<i>bank</i> the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
	<i>business day</i> any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
	<i>cheque</i> a cheque that is not postdated or stale;
	<i>clearance certificate</i> a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
	<i>completion time</i> the time of day at which completion is to occur;
	<i>conveyancing rules</i> the rules made under s12E of the Real Property Act 1900;
	<i>deposit-bond</i> a deposit bond or guarantee with each of the following approved by the vendor –
	<ul style="list-style-type: none"> <li>● the issuer;</li> <li>● the expiry date (if any); and</li> <li>● the amount;</li> </ul>
	<i>depositholder</i> vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
	<i>discharging mortgagee</i> any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
	<i>document of title</i> document relevant to the title or the passing of title;
	<i>ECNL</i> the Electronic Conveyancing National Law (NSW);
	<i>electronic document</i> a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
	<i>electronic transaction</i> a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
	<i>electronic transfer</i> a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
	<i>FRCGW percentage</i> the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
	<i>FRCGW remittance</i> a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
	<i>GST Act</i> A New Tax System (Goods and Services Tax) Act 1999;
	<i>GST rate</i> the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
	<i>GSTRW payment</i> a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
	<i>GSTRW rate</i> the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
	<i>incoming mortgagee</i> any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
	<i>legislation</i> an Act or a by-law, ordinance, regulation or rule made under an Act;
	<i>manual transaction</i> a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
	<i>normally</i> subject to any other provision of this contract;
	<i>participation rules</i> the participation rules as determined by the <i>ECNL</i> ;
	<i>party</i> each of the vendor and the purchaser;
	<i>property</i> the land, the improvements, all fixtures and the inclusions, but not the exclusions;
	<i>planning agreement</i> a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
	<i>populate</i> to complete data fields in the <i>Electronic Workspace</i> ;

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

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

## 2 Deposit and other payments before completion

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

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

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

**13 Goods and services tax (GST)**

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

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

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
  - 32.3.2 the claim for compensation is not a claim under this contract.

31 BERKSHIRE CCT LEPPINGTON NSW 2179

**Additional clauses forming part of this contract**

between: **Beechwood Homes (NSW) Pty Ltd** (vendor)

and: (purchaser)

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**32 General**

32.1 Clause 7.1.1 is amended by deleting the words "5% of the price" and inserting "\$1" in their place.

32.2 Clause 10 is amended by adding a new clause 10.1.10 providing as follows "any failure by the Vendor to comply with the Swimming Pools Act 1992 and/or any relevant regulations."

32.3 Clause 13.14 is amended by replacing "5 days" with "14 days" and add a new clause "13.15 – If the RW Payment Notification is not provided to the Vendor's office 14 days prior to completion then the Purchaser shall pay to the Vendor the sum of \$77.00 to cover legal costs & expenses incurred as a consequence of the Purchaser's delay."

32.4 Clause 14.4.2 is deleted.

32.5 Clause 23.6.1 is amended by deleting the words "even if it is payable by instalments" and substituting those words with the following words: "however should it be payable in instalments, the Vendor shall only be liable for instalments that are due to be paid before Contract date which shall be adjusted on a pro-rata basis".

32.6 Clauses 16.3, 23.13, 23.14, 24.3.3 and 29 are deleted.

32.7 Clause 31 is amended by adding a new 31.6 as follows:

"31.6 The Purchaser shall be liable for any penalties and/or interest incurred due to the Purchasers failure to comply in an efficient and timely manner with its obligations with clause 31.2. The Purchaser will keep the Vendor indemnified and this clause shall not merge on completion."

32.8 Clause 4.2.1 is amended by replacing the words "each party must bear equally any disbursements and fees and otherwise bear that party's own costs" with "the purchaser will pay to the Vendor the amount of \$300.00 plus GST for the Vendor's legal fees and disbursements as a genuine pre-estimate of those additional expenses, to be allowed as an additional adjustment on completion".

32.9 Clause 31.2 is amended by deleting "5" and inserting "2" in its place.

**33 Agent Warranty**

The purchaser warrants that it was not introduced to the property or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right continues after completion.

**34 Death or Insolvency**

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:

- 34.1 dies or becomes mentally ill, then the other party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or
- 34.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.

**35 Unregistered dealings/instruments**

Upon completion the Vendor will hand to the Purchaser a proper form of Notice of Death, Discharge of Mortgage, Withdrawal of Caveat or Surrender of Lease as the case may be in registrable form in respect of any Mortgage, Caveat or lease registered on the title and will allow the Purchaser the registration fee payable on any such Discharge of Mortgage, Withdrawal of Caveat or Surrender of Lease and the Purchaser shall make no requisition or objection requiring the registration of such Discharge of Mortgage or Withdrawal of Caveat prior to completion.

**36 No Warranty as to Use**

- 36.1 The purchaser must satisfy itself on all matters relating to the use of the property as the vendor gives no warranty as to the use to which the property may be put.
- 36.2 The purchaser will be deemed to have entered into this Contract with full knowledge of and subject to any prohibition or restriction upon the use of the property, whether under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Order of Court, or otherwise.
- 36.3 If the use to which the vendor has put the property is permissible only with the consent of any authority under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Order of Court or otherwise, the purchaser must obtain consent at the purchaser's own expense.
- 36.4 Completion of this Contract will not be conditional or dependent upon any matter referred to in this clause.

**37 Present condition**

The purchaser accepts the property and any inclusions noted on the front page of the contract, in its present condition and state of repair with all faults both latent and patent subject to fair wear and tear as provided by clause 10.1.4 and the purchaser cannot make any claim or requisition or rescind or terminate this Contract in this regard.

**38 Finance**

38.1 The Purchaser confirms, discloses, and warrants to the Vendor that credit is not required to pay for the property the subject of this contract.

OR

38.2 The Purchaser confirms, discloses, and warrants to the Vendor that the Purchaser, at the date hereof, has obtained approval for credit to finance the purchase of the property, the subject of this contract, on terms that are reasonable to the Purchaser.

38.3 The Purchaser acknowledges that, as a consequence of the confirmation, disclosure and warranty, made in paragraph 40.2 hereof, the Vendor is entering into this contract relying on such confirmation, disclosure and this contract cannot be subject to termination pursuant to Section 124(1) of the Consumer Credit (New South Wales) Act, 1995.

**39 Certificates**

Section 317AE Certificate / Section 172 Certificate / Section 149E Certificate

39.1 (i) The Purchaser acknowledges that the Vendor does not possess either a certificate issued pursuant to Section 317 A of the Local Government Act 1919 (As Amended) or a Building Certificate issued pursuant to Section 317AE of that Act or a Building Certificate issued pursuant to Section 172 Local Government Act 1993, as amended, or a Building Certificate pursuant to Section 149E of the Environmental Planning and Assessment Act 1979, as amended, in respect of the property or any improvements erected on the property; and

(ii) The Vendor shall not be under any obligation to obtain any such Certificate nor to take any action nor to do anything necessary to enable the Purchaser to obtain any such Certificate or Certificates.

39.2 The Purchaser acknowledges that in entering into this Agreement the Purchaser has not relied on any representation made by or on behalf of the Vendor concerning any such improvements or any of them.

39.3 (i) The Purchaser shall not take any objection nor make any requisition or claim for compensation nor shall the Purchaser be entitled to rescind this Agreement as a result of or arising out of the refusal or failure of any relevant

authority for any reason whatsoever to issue a Certificate of Compliance and/or a Building Certificate;

- (ii) Such refusal or failure or the facts upon which such refusal or failure are based on are not to be regarded as a defect in the Vendor's Title to the property; and
- (iii) The Purchaser shall take Title to the property notwithstanding such refusal or failure or facts.

#### 40 **Entire Agreement**

40.1 This Contract constitutes the entire agreement between the Vendor and the Purchaser relating to the sale of the property.

40.2 The parties have not entered into and are not bound by any collateral or other agreement apart from this Contract.

40.3 The parties are not bound by any warranty, representation, collateral agreement, or implied term under the general law or imposed by legislation unless:

- (a) that warranty, representation, agreement, or term is contained in the express terms of this contract; or
- (b) it is an implied term or warranty imposed by statute which is mandatory and cannot be executed by the parties' agreement.

40.4 The Purchaser acknowledges that the Purchaser, when entering into this Contract, relied exclusively on the following matters independently of any statements, inducements or representations made by or on behalf of the Vendor (including by any estate agent acting on behalf of the Vendor):

- (a) the inspection of and investigations relating to the land made by or on behalf of the Purchaser;
- (b) the warranties and representations expressly contained in the Contract;
- (c) the skill and judgment of the Purchaser, its consultants and representatives;
- (d) opinions or advice obtained by the Purchaser independently of the Vendor or of the Vendor's agents or employees.

#### 41 **Notice to Complete**

Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete given by the vendor to the purchaser under this contract shall be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

**42 Additional Purchase Price**

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than through the default of the vendor) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of 13% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract together with the sum of \$440.00 to cover legal costs and expenses incurred as a result of the delay. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

**43 Swimming Pool  
Intentionally Deleted****44 Release of Deposit**

In the event that the Vendor is purchasing another property or renting another property, the Purchaser agrees to release to the Vendor the deposit or so much of the deposit as is required for use by the Vendor as a deposit and Stamp Duty on the purchase of another property and removal costs and/or rental bond of a rental property, and this Special Condition is sufficient authority for the release of same.

**45 Payment of Deposit**

Subject to clause 2 hereof, the deposit payable hereunder shall be paid by the Purchaser as follows:

- (i) As to the sum of \$ \_\_\_\_\_ on making of this Contract.
- (ii) As to the balance of \$ \_\_\_\_\_ on the earlier of:
  - (a) the completion of this Contract; or
  - (b) the Purchaser committing a default in the observance or performance of any obligation hereunder whereby the Vendor shall become entitled to forfeit the deposit paid hereunder.

Nothing contained herein shall limit in any way of the Vendor's rights pursuant to clause 9 hereof and that the provisions of this special condition are in addition to the provisions of clause 9 hereof.

**46 Requisitions**

The purchaser acknowledges that the only form of general Requisitions on Title that the Purchaser shall be entitled to raise pursuant to Clause 5 shall be in the form of TressCox Lawyers 2017 Residential Property Requisitions on Title.

**47 Use of Approved form of Deposit Bond**

- 47.1 The word "Bond" means the Deposit Bond issued to the Vendor at the request of the Purchaser.
- 47.2 The delivery of the Bond on exchange to the person nominated in this Contract to hold the deposit will be deemed to be payment of the deposit in accordance with this Contract.

- 47.3 The purchaser must pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted for to the Vendor.
- 47.4 If the vendor serves on the purchaser a written notice claiming to forfeit the deposit, then to the extent that the amount has not already been paid under the Bond, the Purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this Contract to hold the deposit. Payment under the Bond will, to the extent of the amount paid, be in satisfaction of the purchaser's obligation to pay the deposit under clause 47.4.
- 48 **GST**
- 48.1. **Margin Scheme**
- If the vendor has elected that the Margin Scheme applies and marked YES, then:
- (a) The Price includes GST payable by the Vendor, and the Price will not be increased to take into account of any GST payable by the Vendor.
  - (b) If the Vendor is entitled to pay GST under the scheme known as or generally referred to as the margin scheme under *A New Tax System (Goods and Services Tax) Act 1999 (Act)*, the Vendor may elect that the GST payable on this sale be calculated in accordance with the margin scheme.
  - (c) The Purchaser acknowledges that if the Vendor elects to utilise the margin scheme, the Purchaser will not be entitled to claim any input tax credit in respect of the GST paid by the Vendor.
- 48.2. In the event of any goods and services, consumption, value added or similar tax ("GST") being imposed upon the Vendor as a supplier with respect to any payment by the Purchaser to the Vendor of the price or other monies to be made pursuant to the terms of this Contract then the Purchaser must forthwith upon demand by the Vendor pay the GST or reimburse the Vendor for any GST paid or payable by the Vendor with respect to the price or other monies payable by the Purchaser under this Contract. This Special Condition shall not merge on completion.
- 49 **Sale by Auction**
- (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
  - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not the best interests of the seller.

- (f) A bidder is taken to be principal unless, before bidding, the bidder has given to auctioneer a copy of a written authority to bid for or on behalf of another person.
- (g) A bid cannot be made or accepted after the fall of the hammer.
- (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

Additional conditions applicable to sale by auction of residential property or rural land:

- (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
- (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

50 **FIRB**

The purchaser warrants:

- (a) That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
- (b) That the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that 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.

51 **Provision of Transfer**

Intentionally deleted.

52 **Cancellation and/or rescheduling of settlement**

Should an arranged settlement not take place at the date and time scheduled between the parties and it is not due to the fault of the Vendor or their representatives then the Purchaser shall make an allowance of \$150.00 payable on settlement for each cancelled and/or rescheduled settlement representing the reasonable costs of the Vendor in cancelling and rescheduling settlement.

53 **Electronic Settlements**

- (a) All parties hereby agree to settle this sale electronically in accordance and in compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures, unless for any reason a party notifies the other party in writing that settlement will no longer proceed electronically but will be transferred to a paper settlement. The Purchasers legal representative must issue the paper transfer to the Vendors solicitors office pursuant to special condition 51.
- (c) Within seven (7) days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and

any discharging mortgagee to join, failing which the purchaser may do so.

- (d) Within seven (7) days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (e) Settlement takes place when the financial settlement takes place.
- (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (g) At least two (2) hours prior to the PEXA scheduled settlement time, the legal representative must either:
  - i. Upload the Order on the Agent onto the PEXA Workspace to ensure the order is issued to the agent as soon as settlement has been completed; or
  - ii. Forward the Order on the Agent to the vendors legal representative, to be held in escrow by them.

The vendor is not compelled to complete this Contract should the terms of special condition (g) (i) and (ii) have been complied with by the purchaser.

This clause will not merge upon completion and is an essential term of the Contract.

- (h) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default.
- (i) If an electronic settlement cannot take place after PEXA workspace has been prepared due to the purchasers' participants not being able to accept or complete a PEXA settlement then the Purchaser will make a Vendor adjustment for legal fees of \$350.00 (GST inclusive) as an adjustment on completion.
- (j) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

#### 54 **Purchaser's obligation to execute**

- (a) The parties acknowledge that the subject property is sold subject to tenancy. A copy of the Commercial Lease is attached and marked "A". The vendor shall be authorized to insert the rental, being 6% of the Purchase Price, the Commencement Date (being the Completion date) and the Termination Date being on a date to be determined by vendor.

The vendor is further authorised to complete the date being the Termination Date.

- (b) The parties hereby agree that the Contract is subject to and conditional upon the Purchaser and the purchaser's financier (if applicable) providing to the vendor fourteen (14) days prior to completion executed by the Purchaser and the Purchaser's financier (if applicable):
  - i. Executed Commercial Lease agreement between Beechwood Homes (NSW) Pty Limited and the purchaser annexed hereto and marked "A".

The parties acknowledge that the Commencement date will of the Commercial Lease will be the Completion date of the Contract and the Termination Date will be a date to be determined by the vendor.

The parties further acknowledge that the rental will be completed to be calculated at 6% of the Purchase Price.

- ii. Executed Display Village Investor’s Agreement marked “B” and Display Village Financier’s Agreement marked “C”, together with all legal costs associated with the preparation and approval of the same.

**55. Guarantee for corporate purchaser**

In consideration of the vendor contracting with the corporate purchaser, (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser’s obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

<p><b>SIGNED</b> by _____ )</p> <p>the guarantors in the presence of: _____ )</p>	<p>_____</p> <p style="text-align: center;">Signature</p>
<p>_____</p> <p>Signature of Witness</p>	
<p>_____</p> <p>Print Name of Witness</p>	



FOLIO: 9094/1259193

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SEARCH DATE	TIME	EDITION NO	DATE
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16/1/2026	11:36 AM	9	15/12/2025

LAND

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LOT 9094 IN DEPOSITED PLAN 1259193  
AT LEPPINGTON  
LOCAL GOVERNMENT AREA CAMDEN  
PARISH OF MINTO COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1259193

FIRST SCHEDULE

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BEECHWOOD HOMES (NSW) PTY LIMITED (T AR2737)

SECOND SCHEDULE (9 NOTIFICATIONS)

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- 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 EASEMENT FOR SUPPORT, MAINTENANCE & REPAIR 0.9  
METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1259193 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (18) IN THE S.88B INSTRUMENT
- \* 8 AR337826 CAVEAT BY HOMEWORLD LEPPINGTON PTY LTD
- \* AU743539 CAVEATOR CONSENTED
- 9 AU743539 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

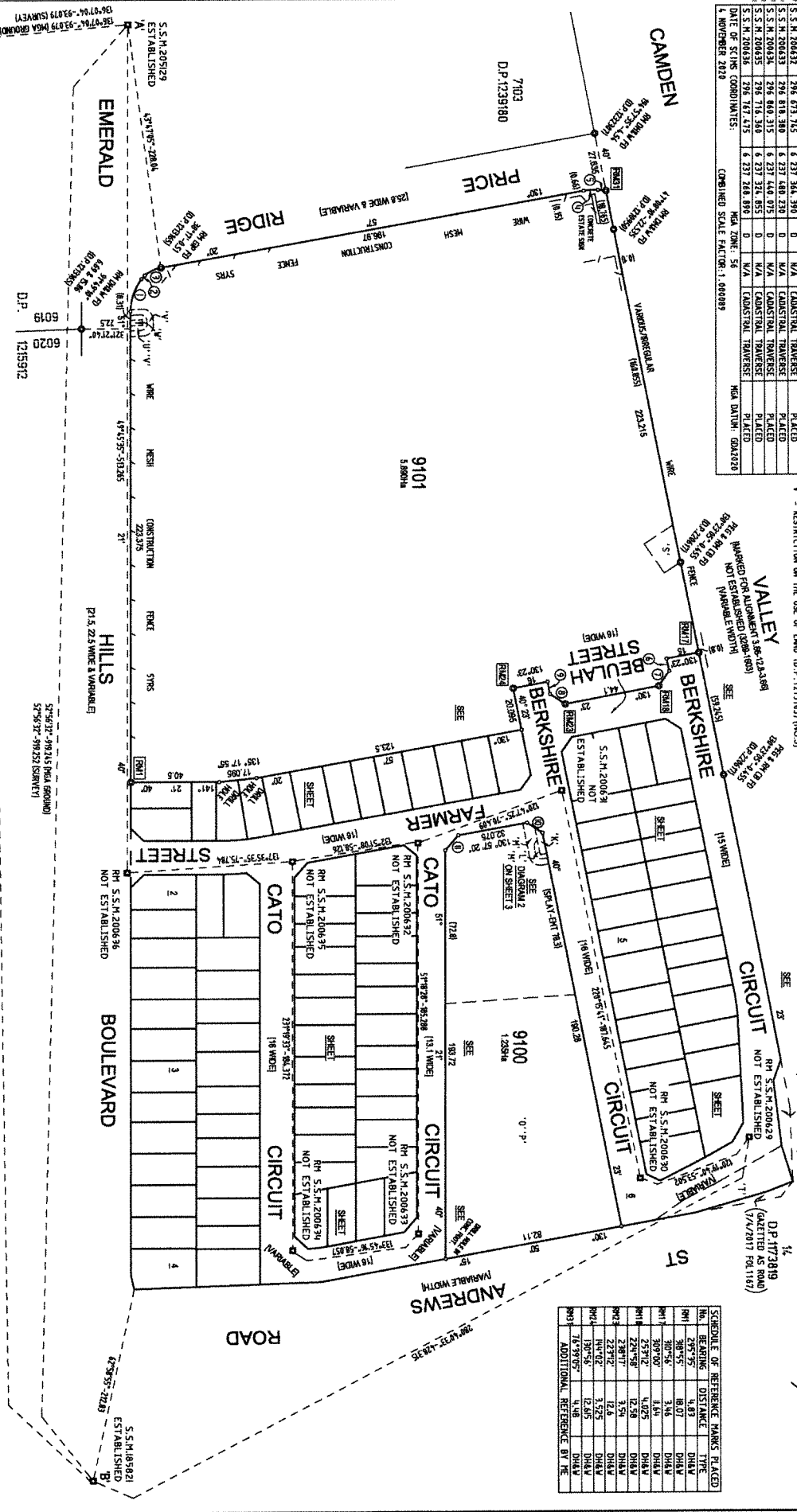
\*\*\* END OF SEARCH \*\*\*

MARK	COORDINATE SCHEDULE		CLASS	METHOD	STATE
	EASTING	NORTHING			
S.S.M. 189521	707 109 310	6 237 431 291	0	PA	PLACED
S.S.M. 205127	706 440 377	6 236 870 193	0	N/A	PLACED
S.S.M. 205129	706 375 451	6 236 937 287	0	N/A	PLACED
S.S.M. 200629	706 680 355	6 237 570 460	0	N/A	PLACED
S.S.M. 200630	706 734 355	6 237 543 460	0	N/A	PLACED
S.S.M. 200631	706 673 375	6 237 600 435	0	N/A	PLACED
S.S.M. 200632	706 810 300	6 237 480 230	0	N/A	PLACED
S.S.M. 200633	706 860 315	6 237 449 075	0	N/A	PLACED
S.S.M. 200635	706 716 340	6 237 371 655	0	N/A	PLACED
S.S.M. 200636	706 767 475	6 237 216 890	0	N/A	PLACED

DATE OF SCANS COORDINATES: 4 NOVEMBER 2012  
 COINTEGRATED SCALE FACTOR: 1.000089  
 MGA ZONE: 56  
 MGA DATUM: GDA2020

**SCHEDULE OF EASEMENTS**

'C' - EASEMENT FOR PAYMENT SUBSTATION 3 WIDE  
 'R' - RESTRICTION ON THE USE OF LAND  
 'W' - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (D.P. 1173151) (W.A. 153535)  
 'D' - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (D.P. 1173151) (W.A. 153535)  
 'P' - PUBLIC POSITIVE COVENANT  
 'V' - EASEMENT FOR PAYMENT SUBSTATION 0.6, 2, 7.5, 3.35 WIDE & VARIABLE (D.P. 1213185)  
 'N' - RESTRICTION ON THE USE OF LAND (D.P. 1213185) (NO.4)  
 'U' - RESTRICTION ON THE USE OF LAND (D.P. 1213185) (NO.5)



**SCHEDULE OF SHORT CURVED LINES**

No.	BEARING	DISTANCE	ARC	RADIUS
1	70°40'0"	16.685	17.885	25.3
2	93°33'	9.02	9.155	5.5
3	180°22'	8.85	6.81	25.5

**SCHEDULE OF SHORT LINES**

No.	BEARING	DISTANCE
4	4°07'3"	3.725
5	85°23'	8.185
6	35°23'	8.185
7	220°23'	6.53
8	175°40'0"	8.53
9	210°07'30"	9.22

**SURVEYOR**  
 Name: MARION MICHELLE IYANKE  
 Date: 1/12/2020  
 Reference: 80279

**PLAN OF SUBDIVISION OF LOT 20 IN D.P. 1261448 AND LOT 100 IN D.P. 1218914 AND LOT 2150 IN D.P. 1213185**

**LGA: CAMDEN**  
**Locality: LEPPINGTON**  
**Reduction Ratio: 1: 1290**



**DP1259193**

**SCHEDULE OF REFERENCE MARKS PLACED**

MARK	BEARING	DISTANCE	TYPE
RM1	300°56'	16.07	DIAPY
RM2	309°00'	3.46	DIAPY
RM3	237°12'	14.25	DIAPY
RM4	224°48'	12.90	DIAPY
RM5	223°12'	12.6	DIAPY
RM6	141°02'	3.52	DIAPY
RM7	150°56'	12.65	DIAPY
RM8	150°56'	12.65	DIAPY

ADDITIONAL REFERENCE BY THE SURVEYOR

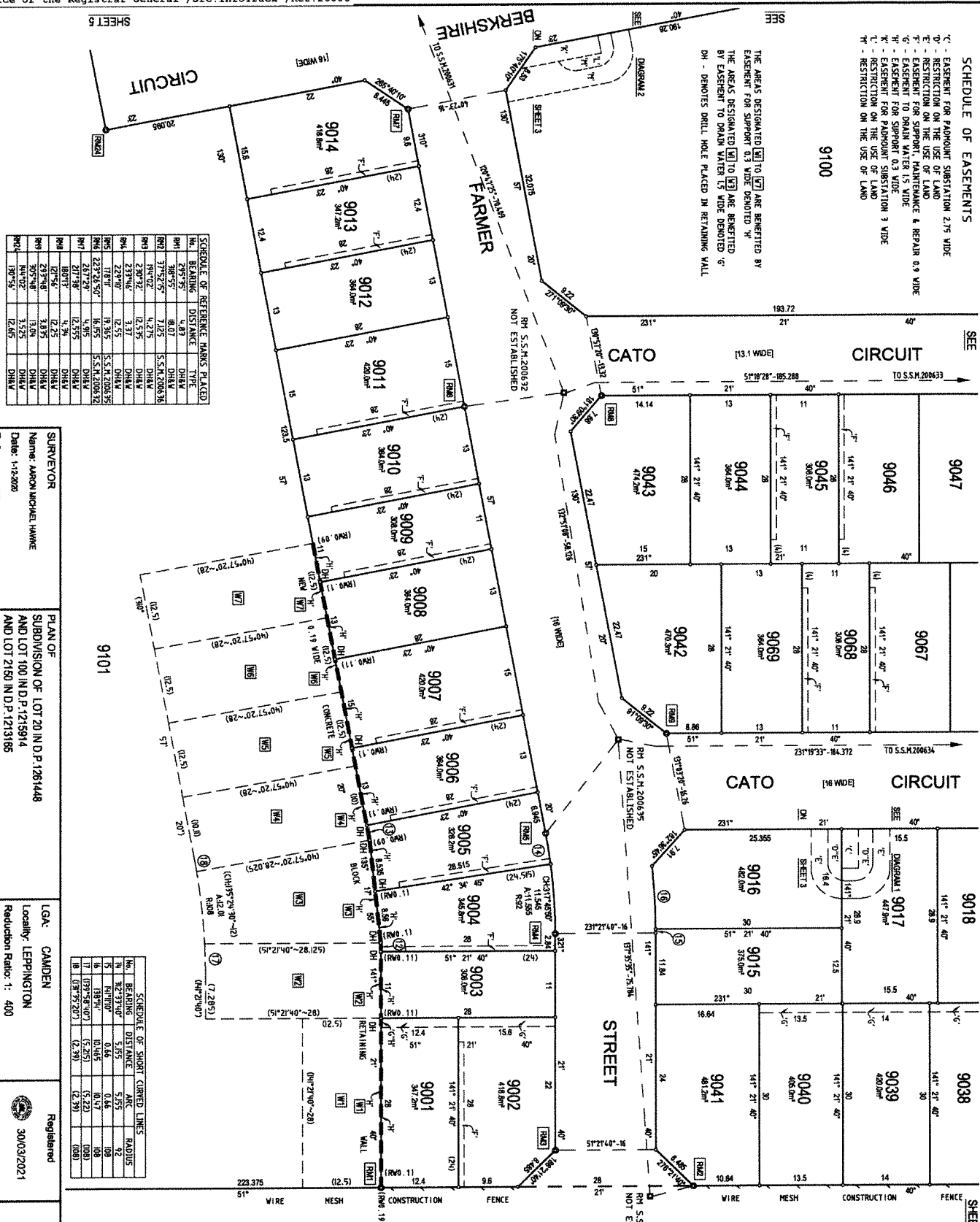
PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

SHEET 2 OF 6 SHEETS

- SCHEDULE OF EASEMENTS**
- C - EASEMENT FOR PADPOUNT SUBSTATION 2.75 WIDE
  - D - RESTRICTION ON THE USE OF LAND
  - E - RESTRICTION ON THE USE OF LAND
  - F - EASEMENT FOR DRAIN WATER 15 WIDE
  - G - EASEMENT FOR DRAIN WATER 15 WIDE
  - H - EASEMENT FOR PADPOUNT SUBSTATION 3 WIDE
  - I - RESTRICTION ON THE USE OF LAND
  - J - RESTRICTION ON THE USE OF LAND

THE AREAS DESIGNATED [M] TO [N] ARE BENEFITED BY EASEMENT FOR SUPPORT 0.3 WIDE DENOTED 'H' BY THE AREAS DESIGNATED [O] TO [Q] ARE BENEFITED BY EASEMENT FOR DRAIN WATER 15 WIDE DENOTED 'G' 'H' - DENOTES DRILL HOLE PLACED IN RETAINING WALL



**SCHEDULE OF REFERENCE MARKS PLACED**

NO.	BEARING	DISTANCE	TYPE
R01	295°55'	4.83	DRAW
R02	308°55'	8.07	DRAW
R03	311°52'55"	7.25	S.S.M.2006/36
R04	194°02'	4.215	DRAW
R05	229°02'	4.215	DRAW
R06	229°02'	4.215	DRAW
R07	229°02'	4.215	DRAW
R08	229°02'	4.215	DRAW
R09	229°02'	4.215	DRAW
R10	229°02'	4.215	DRAW
R11	229°02'	4.215	DRAW
R12	229°02'	4.215	DRAW
R13	229°02'	4.215	DRAW
R14	229°02'	4.215	DRAW
R15	229°02'	4.215	DRAW
R16	229°02'	4.215	DRAW
R17	229°02'	4.215	DRAW
R18	229°02'	4.215	DRAW
R19	229°02'	4.215	DRAW
R20	229°02'	4.215	DRAW
R21	229°02'	4.215	DRAW
R22	229°02'	4.215	DRAW
R23	229°02'	4.215	DRAW
R24	229°02'	4.215	DRAW
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R37	229°02'	4.215	DRAW
R38	229°02'	4.215	DRAW
R39	229°02'	4.215	DRAW
R40	229°02'	4.215	DRAW
R41	229°02'	4.215	DRAW
R42	229°02'	4.215	DRAW
R43	229°02'	4.215	DRAW
R44	229°02'	4.215	DRAW
R45	229°02'	4.215	DRAW
R46	229°02'	4.215	DRAW
R47	229°02'	4.215	DRAW
R48	229°02'	4.215	DRAW
R49	229°02'	4.215	DRAW
R50	229°02'	4.215	DRAW
R51	229°02'	4.215	DRAW
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R66	229°02'	4.215	DRAW
R67	229°02'	4.215	DRAW
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R69	229°02'	4.215	DRAW
R70	229°02'	4.215	DRAW
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R96	229°02'	4.215	DRAW
R97	229°02'	4.215	DRAW
R98	229°02'	4.215	DRAW
R99	229°02'	4.215	DRAW
R100	229°02'	4.215	DRAW

**SURVEYOR**  
 Name: MARION MICHAEL WATKINS  
 Date: 1-13-2020  
 Reference: 00279

**PLAN OF SUBDIVISION OF LOT 20 IN D.P. 1261448 AND LOT 100 IN D.P. 1218914 AND LOT 2150 IN D.P. 1213185**

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

Registered  
 30/03/2021

DP1259193

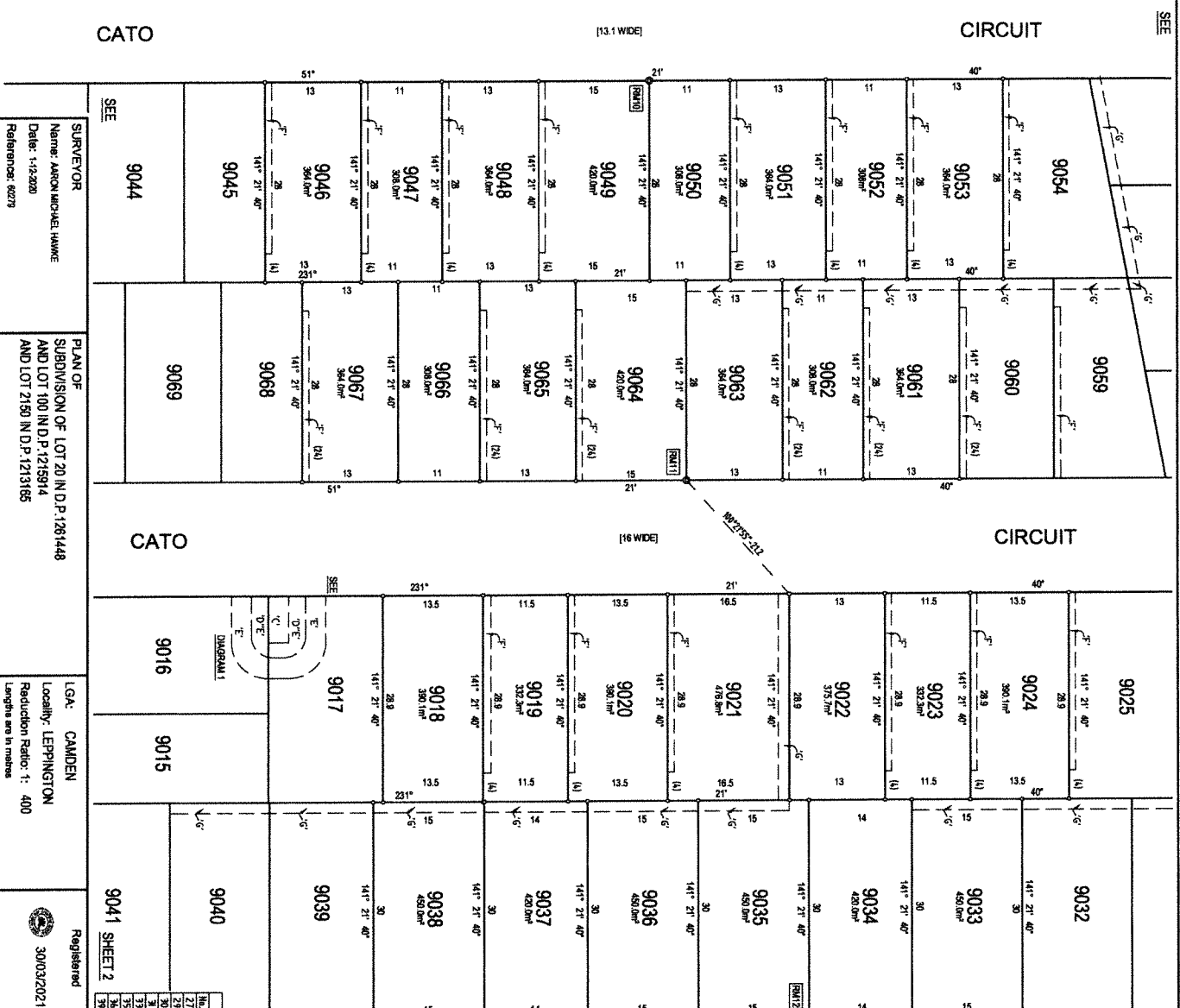
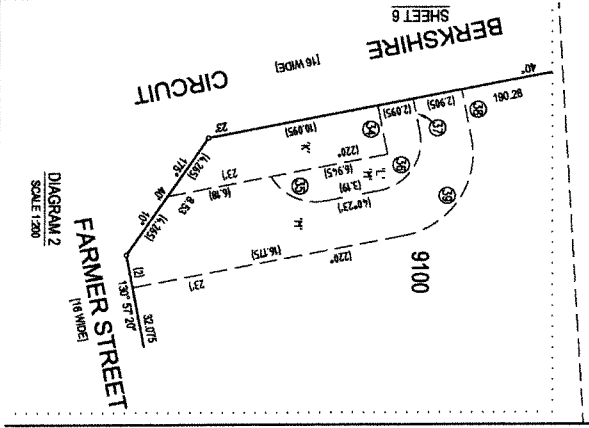
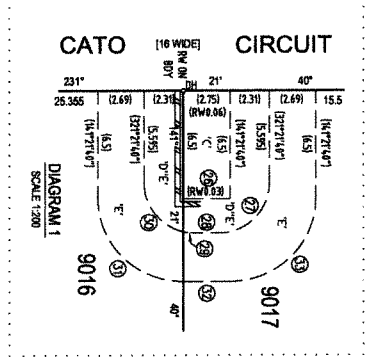
**SCHEDULE OF SHORT CURBED LINES**

No.	BEARING	DISTANCE	ARC	RADIUS
1	82°33'00"	5.55	0.66	32
2	110°00'00"	0.66	0.66	32
3	139°00'00"	0.66	0.66	32
4	109°58'00"	5.22	0.66	32
5	109°58'00"	5.22	0.66	32
6	109°58'00"	5.22	0.66	32
7	109°58'00"	5.22	0.66	32
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98	109°58'00"	5.22	0.66	32
99	109°58'00"	5.22	0.66	32
100	109°58'00"	5.22	0.66	32

**SCHEDULE OF SHORT LINKS**

No.	BEARING	DISTANCE
1	109°58'00"	1.5
2	109°58'00"	1.5
3	109°58'00"	2.5

- SCHEDULE OF EASEMENTS**
- C - EASEMENT FOR PANDORUM SUBSTATION 2.75 WIDE
  - D - EASEMENT FOR THE USE OF LAND
  - E - RESTRICTION ON THE USE OF LAND
  - F - EASEMENT FOR SUPPORT, MAINTENANCE & REPAIR 0.9 WIDE
  - G - EASEMENT FOR DRAIN WATER 1.5 WIDE
  - H - EASEMENT FOR PANDORUM SUBSTATION 3 WIDE
  - I - RESTRICTION ON THE USE OF LAND
  - J - EASEMENT TO DRAIN WATER VARIABLE WIDTH
  - K - EASEMENT TO DRAIN WATER VARIABLE WIDTH
  - L - PUBLIC POSITIVE COVENANT



**SCHEDULE OF SHORT CURVED LINES**

LINE	BEARING	DISTANCE	ARC	RADIUS
21	028°00'20"	6.245	(4.785)	(R.5)
22	028°00'20"	6.245	(4.785)	(R.5)
23	028°00'20"	6.245	(4.785)	(R.5)
24	028°00'20"	6.245	(4.785)	(R.5)
25	028°00'20"	6.245	(4.785)	(R.5)
26	028°00'20"	6.245	(4.785)	(R.5)
27	028°00'20"	6.245	(4.785)	(R.5)
28	028°00'20"	6.245	(4.785)	(R.5)
29	028°00'20"	6.245	(4.785)	(R.5)
30	028°00'20"	6.245	(4.785)	(R.5)

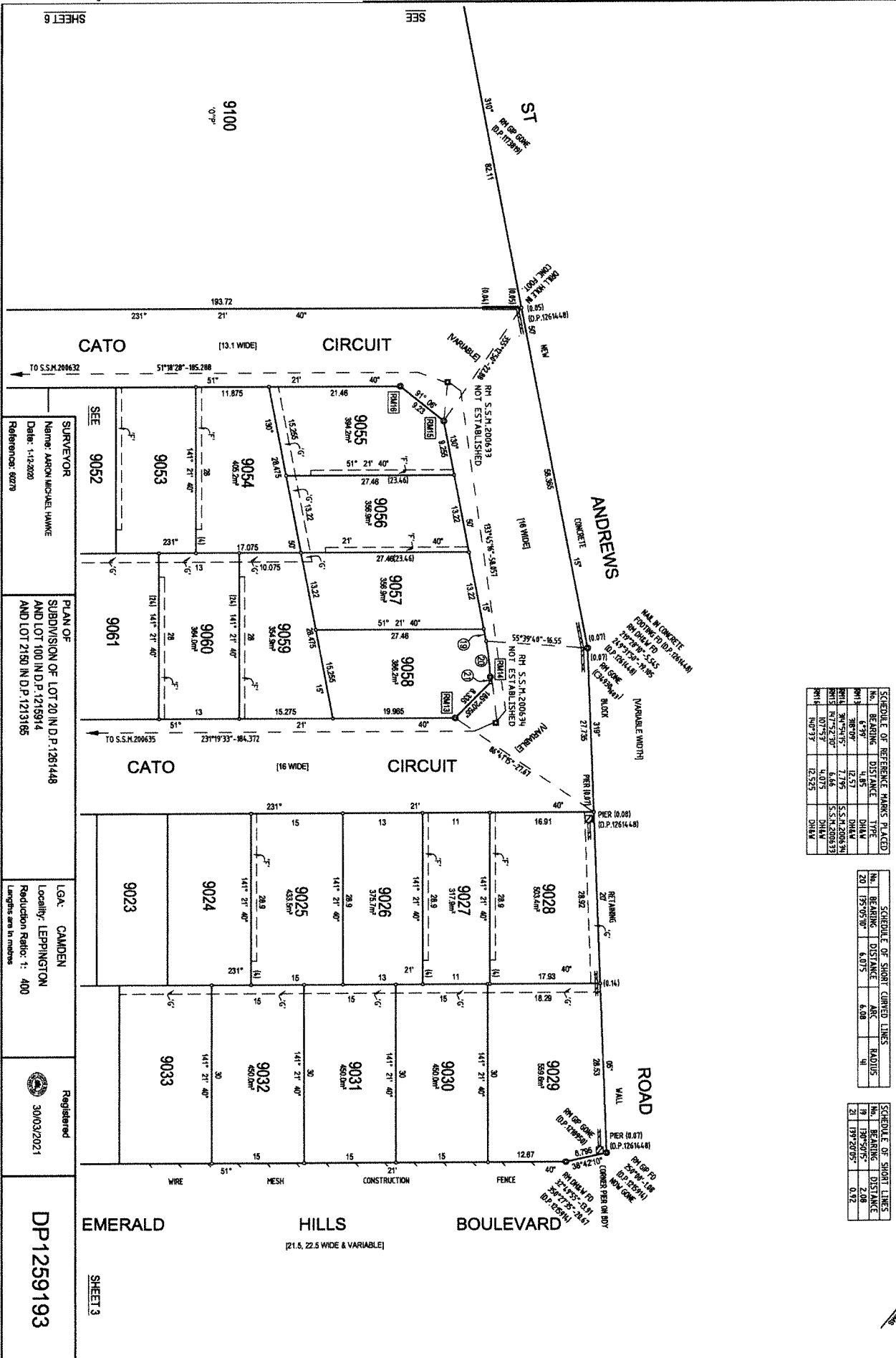
**SCHEDULE OF REFERENCE MARKS PLACED**

NO.	BEARING	DISTANCE	TYPE
1	141°21'40"	28.9	DHAW
2	141°21'40"	28.9	DHAW
3	141°21'40"	28.9	DHAW
4	141°21'40"	28.9	DHAW
5	141°21'40"	28.9	DHAW
6	141°21'40"	28.9	DHAW
7	141°21'40"	28.9	DHAW
8	141°21'40"	28.9	DHAW
9	141°21'40"	28.9	DHAW
10	141°21'40"	28.9	DHAW

**SCHEDULE OF SHORT LINES**

NO.	BEARING	DISTANCE
1	141°21'40"	28.9
2	141°21'40"	28.9
3	141°21'40"	28.9
4	141°21'40"	28.9
5	141°21'40"	28.9
6	141°21'40"	28.9
7	141°21'40"	28.9
8	141°21'40"	28.9
9	141°21'40"	28.9
10	141°21'40"	28.9

SCHEDULE OF EASEMENTS  
 F - EASEMENT FOR SUPPORT, MAINTENANCE & REPAIR 0.9 WIDE  
 G - EASEMENT TO DRAIN WATER 1.5 WIDE  
 H - EASEMENT TO DRAIN WATER VARIABLE WIDTH  
 P - PUBLIC POSITIVE COMMENT



SCHEDULE OF REFERENCE MARKS PLACED

No.	BEARING	DISTANCE	TYPE
M13	6°39'	4.85	DHLM
M14	30°09'	12.57	DHLM
M15	34°54'15"	7.795	S.S.M. 2006/31
M16	141°25'20"	6.66	S.S.M. 2006/33
M17	140°33'	12.525	DHLM

SCHEDULE OF SHORT CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
20	135°05'00"	6.075	6.08	41

SCHEDULE OF SHORT LINES

No.	BEARING	DISTANCE
9	130°50'55"	2.08
21	139°20'05"	0.97

SURVEYOR  
 Name: AARON MICHAEL YAMKE  
 Date: 1-12-2020  
 Reference: 80279

PLAN OF  
 SUBDIVISION OF LOT 20 IN D.P. 1261448  
 AND LOT 100 IN D.P. 1216914  
 AND LOT 2150 IN D.P. 1213185

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

Registered  
 30/03/2021

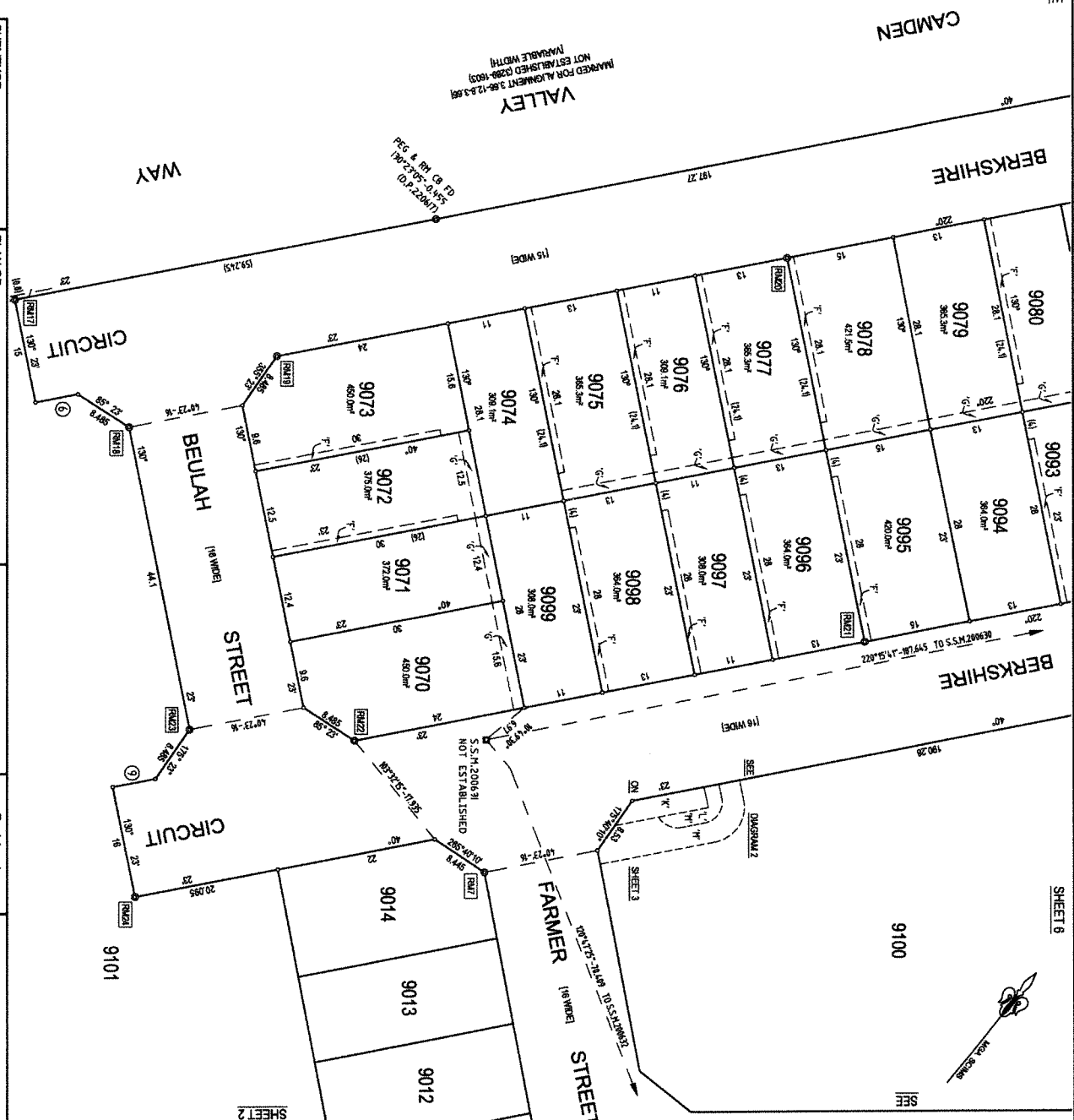
DP1259193  
 SHEET 3

**SCHEDULE OF EASEMENTS**

E - 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  
 R - RESTRICTION ON THE USE OF LAND

SCHEDULE OF SHORT LINES		
No.	BEARING	DISTANCE
1	270° 23'	6
2	270° 23'	6

SCHEDULE OF REFERENCE MARKS PLACED			
No.	BEARING	DISTANCE	TYPE
901	267° 29'	4.915	D.H.M.
902	217° 38'	12.555	D.H.M.
903	301° 56'	3.16	D.H.M.
904	301° 02'	8.61	D.H.M.
905	257° 12'	11.025	D.H.M.
906	224° 38'	12.58	D.H.M.
907	147° 30'	8.172	D.H.M.
908	147° 57'	3.1025	D.H.M.
909	132° 55'	8.555	D.H.M.
910	317° 24'	3.835	D.H.M.
911	302° 46'	12.555	D.H.M.
912	301° 29'	3.38	D.H.M.
913	301° 56'	12.565	D.H.M.
914	227° 17'	3.51	D.H.M.
915	227° 12'	12.6	D.H.M.
916	194° 02'	3.525	D.H.M.
917	197° 36'	12.615	D.H.M.



**SURVEYOR**  
 Name: MARCO MICHAEL JAMKE  
 Date: 14/3/2020  
 Reference: 80273

**PLAN OF SUBDIVISION OF LOT 20 IN D.P. 1261448 AND LOT 100 IN D.P. 1216914 AND LOT 2180 IN D.P. 1213185**

**LGA: CAMPDEN**  
 Locality: LEPPINGTON  
 Reduction Ratio: 1: 400  
 Lengths are in metres

Registered  
 30/03/2021

**DP1259193**

- 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 (DP187875/AMN22295)
  - U - EASEMENT TO DRAIN WATER VARIABLE WIDTH
  - P - PUBLIC POSITIVE COVENANT

**SCHEDULE OF SHORT CURVED LINES**

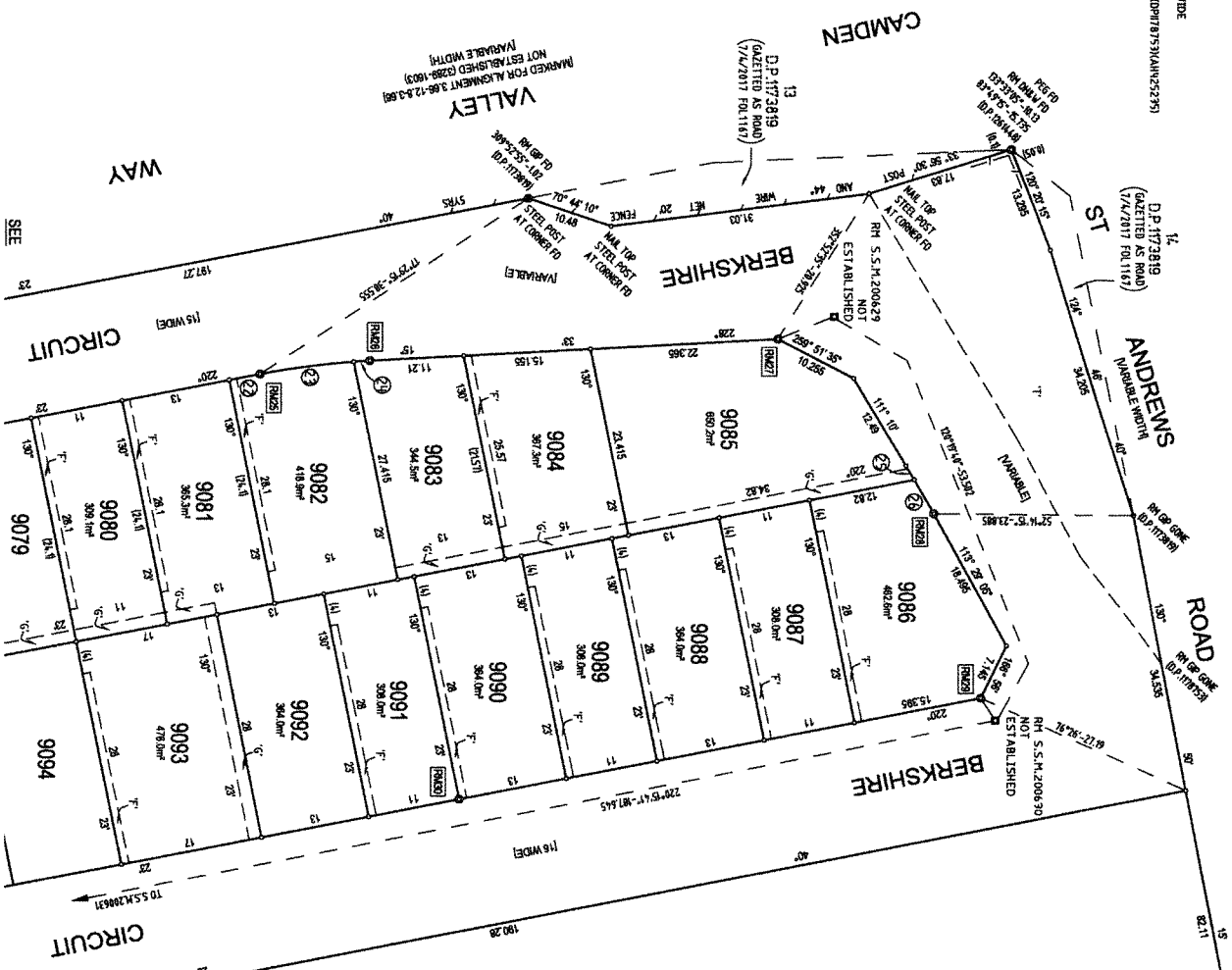
No.	BEARING	DISTANCE	ARC	RADIUS
23	Z27°52'25"	1.265	IL27	92.5
24	Z27°57'55"	1.92	L92	92.5
25	N79°04'00"	2.09	L09	168.5
26	N2°00'55"	4.79	L79	168.5

**SCHEDULE OF SHORT LINES**

No.	BEARING	DISTANCE
22	Z20°22'	3.755

**SCHEDULE OF REFERENCE MARKS IN ACED**

No.	BEARING	DISTANCE	MARK
RM01	186°41'	1.395	DRUM
RM02	182°13'	3.41	DRUM
RM03	208°12'40"	7.21	S.S.M.200629
RM04	18°03'	12.895	DRUM
RM05	229°19'	3.78	DRUM
RM06	287°10'05"	3.265	S.S.M.200630
RM07	219°30'	12.54	DRUM
RM08	219°30'	3.40	DRUM
RM09	N2°30'	12.56	DRUM




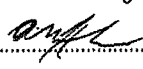
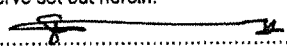
**SURVEYOR**  
 Name: ARCON MICHAEL HANKE  
 Date: 1-18-2020  
 Reference: 02078

**PLAN OF SUBDIVISION OF LOT 20 IN D.P. 1281448 AND LOT 100 IN D.P. 1215914 AND LOT 2150 IN D.P. 1215185**

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

Registered  
 30/03/2021


DP1259193

<b>PLAN FORM 6 (2018)</b>		<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>		Sheet 1 of 7 sheet(s)	
Office Use Only			Office Use Only		
Registered:  30/03/2021		<b>DP1259193</b>			
Title System: TORRENS					
<b>PLAN OF</b> 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, <u>AARON MICHAEL HAWKE</u> of <u>CRAIG &amp; RHODES PTY LTD</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on <u>1st DECEMBER 2020</u> , or *(b) <del>The part of the land shown in the plan (*being* excluding *.....*)</del> <del>.....</del> <del>.....</del> was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: <u>'A'-B'</u> Type: *Urban/*Rural The terrain is *Level-Undulating/ *Steep-Mountainous Signature:  Dated: <u>1/12/2020</u> Surveyor Identification No: <u>SU003741</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>  *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		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, <u>Sugule Mohamed</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: ..... Consent Authority: <u>Camden Council</u> Date of endorsement: <u>03/03/2021</u> Subdivision Certificate number: <u>14-2018-475-1</u> File number: <u>DA/2018/475/2</u>  *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 C349301603		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			

<b>PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET</b>		Sheet 2 of 7 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:  30/03/2021</p> <hr/> <p><b>PLAN OF</b>                  SUBDIVISION OF LOT 20 IN D.P.1261448                  AND LOT 100 IN D.P.1215914                  AND LOT 2150 IN D.P.1213165</p> <hr/> <p>Subdivision Certificate number: <u>14-2018-475-1</u>                  Date of Endorsement: <u>03/03/2021</u></p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1259193</h1> <hr/> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>	
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none"> <li>1. EASEMENT TO DRAIN WATER 1.5 WIDE 'G'</li> <li>2. EASEMENT FOR SUPPORT 0.3 WIDE 'H'</li> <li>3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE 'C'</li> <li>4. RESTRICTION ON USE OF LAND 'D'</li> <li>5. RESTRICTION ON USE OF LAND 'E'</li> <li>6. RESTRICTION ON USE OF LAND</li> <li>7. RESTRICTION ON USE OF LAND</li> <li>8. RESTRICTION ON USE OF LAND</li> <li>9. RESTRICTION ON USE OF LAND</li> <li>10. RESTRICTION ON USE OF LAND</li> <li>11. RESTRICTION ON USE OF LAND</li> <li>12. EASEMENT FOR SUPPORT, MAINTENANCE &amp; REPAIR 0.9 WIDE 'F'</li> <li>13. EASEMENT TO DRAIN WATER VARIABLE WIDTH 'O'</li> <li>14. EASEMENT FOR PADMOUNT SUBSTATION 3 WIDE 'K'</li> <li>15. RESTRICTION ON USE OF LAND 'L'</li> <li>16. RESTRICTION ON USE OF LAND 'M'</li> <li>17. PUBLIC POSITIVE COVENANT 'P'</li> <li>18. RESTRICTION ON USE OF LAND</li> <li>19. RESTRICTION ON USE OF LAND</li> </ol> <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO RELEASE:-</p> <ol style="list-style-type: none"> <li>1. EASEMENT TO DRAIN WATER (ENTIRE LOT) DENOTED 'L' (D.P.1215914)</li> <li>2. EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE LAND (AN252774)</li> <li>3. RIGHT OF CARRIAGEWAY VARIABLE WIDTH DENOTED 'P' (D.P.1215914)</li> </ol>		
<p>.....                  Camden Council Authorised Person</p>		
<p>If space is insufficient use additional annexure sheet</p>		
<p>Surveyor's Reference: 60279</p>		

CAD-BEF - V:\Autrcad-Curren\DA\14\0279 Emerald Hills Stage 9\Autrcad\0279G-S01\001 - 14H - G.A

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

Office Use Only  
 Registered:  30/03/2021

Office Use Only  
**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

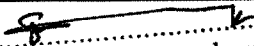
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals- see 195D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

Subdivision Certificate number: 14-2018-475-1  
 Date of Endorsement: 03/03/2021


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

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

Office Use Only  
 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

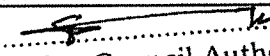
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals- see 195D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


Subdivision Certificate number: 14-2018-475-1  
 Date of Endorsement: 03/03/2021

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

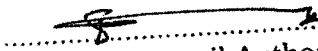
If space is insufficient use additional annexure sheet

Surveyor's Reference: 60279

  
 Camden Council Authorised Person


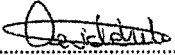
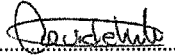

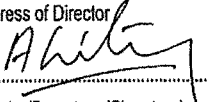
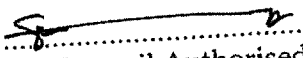
<b>PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET</b> Sheet 5 of 7 sheet(s)	
Registered:  30/03/2021 Office Use Only	Office Use Only <h1 style="margin: 0;">DP1259193</h1>
PLAN OF SUBDIVISION OF LOT 20 IN D.P.1261448 AND LOT 100 IN D.P.1215914 AND LOT 2150 IN D.P.1213165	
Subdivision Certificate number: <u>14.2018.475.1</u> Date of Endorsement: <u>03/03/2021</u>	
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>	

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

<b>PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET</b> Sheet 6 of 7 sheet(s)	
<p style="text-align: right;">Office Use Only</p> <p>Registered:  30/03/2021</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1259193</h1>
<p><b>PLAN OF</b>                  SUBDIVISION OF LOT 20 IN D.P.1261448                  AND LOT 100 IN D.P.1215914                  AND LOT 2150 IN D.P.1213165</p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
<p>Subdivision Certificate number: <u>14-2018-475-1</u></p> <p>Date of Endorsement: <u>03/03/2021</u></p>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>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.</p> <p style="text-align: center;"> ..... Witness (Signature)</p> <p><u>DAVID HILL</u> ..... Name of Witness (Print Name)</p> <p><u>1150 CAMDEN VALLEY WAY</u> <u>LEPPINGTON 2179</u> ..... Address of Witness</p> <p style="text-align: center;"> ..... Witness (Signature)</p> <p><u>DAVID HILL</u> ..... Name of Witness (Print Name)</p> <p><u>1150 CAMDEN VALLEY WAY</u> <u>LEPPINGTON 2179</u> ..... Address of Witness</p> </div> <div style="width: 45%;"> <p>Executed by the persons named below who signed this instrument as directors of                  D &amp; AI Pty Limited (ABN 96 136 122 220)                  pursuant to section 127 of the Corporations Act (2001)</p> <p style="text-align: center;"> ..... Director (Signature)</p> <p><u>ARNOLD VITOCO</u> ..... Name of Director (Print Name)</p> <p><u>LOT 751 THE NORTHERN ROAD</u> <u>BRINGELLY 2556</u> ..... Address of Director</p> <p style="text-align: center;"> ..... Director/Secretary (Signature)</p> <p><u>WINTON ANTON</u> ..... Name of Director/Secretary (Print Name)</p> <p><u>975 THE NORTHERN ROAD</u> <u>BRINGELLY 2556</u> ..... Address of Director/Secretary</p> </div> </div> <div style="text-align: right; margin-top: 20px;"> <p style="text-align: center;"> ..... Camden Council Authorised Person</p> </div>	
If space is insufficient use additional annexure sheet	
Surveyor's Reference: 60279	

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<b>PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET</b> Sheet 7 of 7 sheet(s)	
<p style="text-align: right;">Office Use Only</p> <p>Registered:  30/03/2021</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1259193</h1>
<p><b>PLAN OF</b>                  SUBDIVISION OF LOT 20 IN D.P.1261448                  AND LOT 100 IN D.P.1215914                  AND LOT 2150 IN D.P.1213165</p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
<p>Subdivision Certificate number: <u>14-2018-475-1</u></p> <p>Date of Endorsement: <u>03/03/2021</u></p>	
<p>.....                  Camden Council Authorised Person</p>	
<p>If space is insufficient use additional annexure sheet</p>	
<p>Surveyor's Reference: 60279</p>	

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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.**

(Sheet 1 of 17 Sheets)

Plan:

**DP1259193**

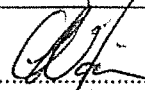
Plan of Subdivision of Lot 20 in  
 DP 1261448 and Lot 100 in  
 DP 1215914 and Lot 2150 in  
 DP 1213165 covered by Council's  
 Subdivision Certificate No. 14-2018-475-1

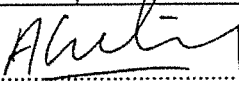
Full name and address  
 of the owner of the land:

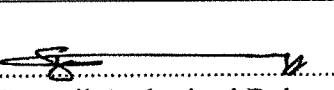
D & A I Pty Limited  
 ABN 96 136 122 220  
 975 The Northern Road  
 Bringelly NSW 2567

**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 9002 9040 9039 9038 9037 9036 9035 9021 9033 9032 9031 9030 9029 9063 9062 9061 9060 9059 9057 9056 9055 9072 9071 9070 9075	Part Lot 9101 being the parts Designated W1- W3 inclusive 9001, Part Lot 9101 being the parts Designated W1-W3 inclusive 9015, 9041 9015, 9041, 9040 9015, 9041, 9040, 9039 9015, 9041, 9040, 9039, 9038 9015, 9041, 9040, 9039, 9038, 9037 9015, 9041, 9040, 9039, 9038, 9037, 9036 9015, 9041, 9040, 9039, 9038, 9037, 9036, 9035 9034 9034, 9033 9034, 9033, 9032 9034, 9033, 9032, 9031 9034, 9033, 9032, 9031, 9030 9064 9064, 9063 9064, 9063, 9062 9064, 9063, 9062, 9061 9064, 9063, 9062, 9061, 9060 9064, 9063, 9062, 9061, 9060, 9059 9064, 9063, 9062, 9061, 9060, 9059, 9057 9064, 9063, 9062, 9061, 9060, 9059, 9057, 9056 9073 9073, 9072 9073, 9072, 9071 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.**

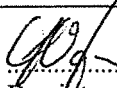
(Sheet 2 of 17 Sheets)

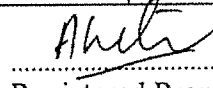
Plan:

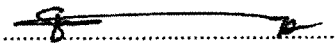
**DP1259193**

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

  
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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.**

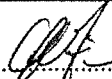
(Sheet 3 of 17 Sheets)

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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**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.**

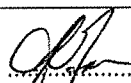
(Sheet 4 of 17 Sheets)

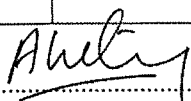
Plan:

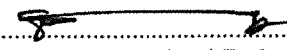
**DP1259193**

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  
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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 9091 9093 9095 9096 9097 9098 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.**

(Sheet 5 of 17 Sheets)

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~~

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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**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.**

(Sheet 6 of 17 Sheets)

Plan:

**DP1259193**

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DP 1261448 and Lot 100 in  
DP 1215914 and Lot 2150 in  
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Subdivision Certificate No. ~~14-2018-475-1~~

- 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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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE  
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CONVEYANCING ACT 1919.**

(Sheet 7 of 17 Sheets)

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**DP1259193**


Plan of Subdivision of Lot 20 in  
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Subdivision Certificate No. ~~14-2018-475-1~~

- 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.

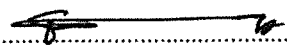
NAME OF AUTHORITY whose consent is required to release, vary or modify the restrictions numbered 4 & 15 in the plan – Epsilon Distribution Ministerial Holding Corporation.

**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

  
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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.**

(Sheet 8 of 17 Sheets)

Plan:

**DP1259193**

Plan of Subdivision of Lot 20 in  
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DP 1215914 and Lot 2150 in  
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- 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.

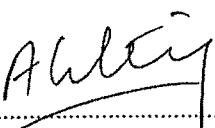
NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 6 in the plan – Camden Council.

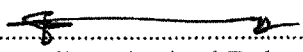
**7. Terms of restriction on the use of land numbered 7 in the plan:**

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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Registered Proprietor

  
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Registered Proprietor

  
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Council Authorised Delegate

**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.**

(Sheet 9 of 17 Sheets)

Plan:

**DP1259193**

Plan of Subdivision of Lot 20 in  
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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:**

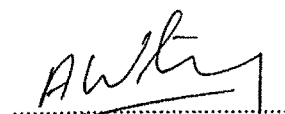
- 8.1 No fence may be erected or permitted to remain on the Lot Burdened that:
- 8.1.1 exceeds 1.8 metres in height when erected on the side or rear boundary of the relevant Lot Burdened, other than any fence that is required to be of greater height in accordance with:
- (a) the requirements of any relevant 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-imburement from D&AI Pty Limited or Emerald Hills Estate Pty Limited for the cost of any fence on the boundary of the Lot Burdened.

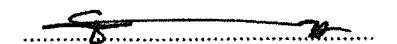
NAME OF CORPORATION whose consent is required to release, vary or modify the restriction numbered 8 in the plan – Emerald Hills Estate Pty Limited until D&AI Pty Limited ceases to own any land originally contained in Certificates of Title Folio Identifiers Lot 10 in DP 1161557, Lot 1 in DP 301830 & Lot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

  
.....  
Registered Proprietor

  
.....  
Registered Proprietor

  
.....  
Council Authorised Delegate

**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.**

(Sheet 10 of 17 Sheets)

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~~


- 9.1.3 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.

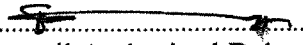
**10. Terms of restriction on the use of land number 10 in the plan:**

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.

  
.....  
Registered Proprietor

  
.....  
Registered Proprietor

  
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Council Authorised Delegate

**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.**

(Sheet 11 of 17 Sheets)

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~~

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:

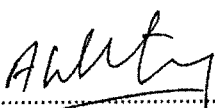
- (a) enter upon the burdened lot but only within the site of the easement;
- (b) do anything reasonably necessary for the purposes of renewing, replacing, painting, repairing and maintaining the dwelling adjacent to this easement;
- (c) remain on the site of this easement for any reasonable time for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

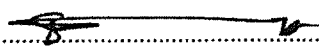
12.2 In exercising those powers, the owner of the lot benefited must:

- (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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Registered Proprietor

  
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Registered Proprietor

  
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Council Authorised Delegate

**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.**

(Sheet 12 of 17 Sheets)

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~~

- (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.

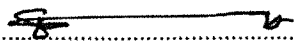
NAME OF AUTHORITY whose consent is required to release, vary or modify the public positive covenant numbered 17 in the plan – Camden Council.

**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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Registered Proprietor

  
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Registered Proprietor

  
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Council Authorised Delegate

**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.**

(Sheet 13 of 17 Sheets)

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

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.

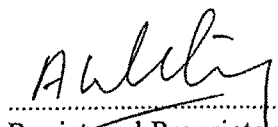
**15. Terms of restriction on the use of land numbered 19 in the plan:**

- 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.

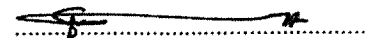
NAME OF PERSON OR AUTHORITY whose consent is required to release, vary or modify the restriction numbered 19 in the plan - Homeworld Leppington Pty Ltd ACN 639 907 207 for such period as it is the Registered Proprietor of any land benefited by this restriction.



Registered Proprietor



Registered Proprietor

  
Council Authorised Delegate

**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.**

(Sheet 14 of 17 Sheets)

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Plan of Subdivision of Lot 20 in  
DP 1261448 and Lot 100 in  
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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:

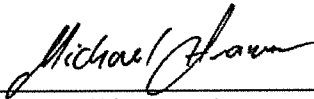
- (i) **Dwelling** means any dwelling erected on the Lot Burdened.
- (ii) **Lot Burdened** means any lot burdened by the relevant covenant or restriction created by this instrument
- (iii) **Owner** means the owner of the relevant Lot Burdened from time to time.

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**

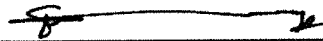
**Camden Council** by its authorised delegate pursuant to ~~s377~~ / 378 Local Government Act 1993.



Witness (Signature)

Michael Grasso

Name of Witness (Print Name)



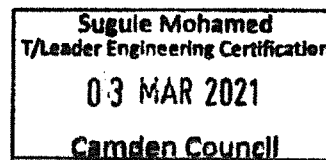
Authorised Delegate (Signature)

Sugule Mohamed

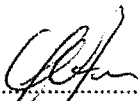
Name of Authorised Delegate (Print Name)

70 Central Avenue, Oran Park NSW

Address of Witness (Print Address)



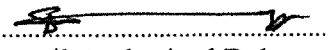
I certify that I am an eligible witness and that the delegate signed in my presence



Registered Proprietor



Registered Proprietor



Council Authorised Delegate

**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.**

(Sheet 15 of 17 Sheets)

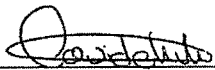
Plan:

**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~~

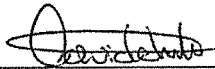
I certify that the person signing  
opposite, with whom I am personally  
acquainted or as to whose identity I am  
otherwise satisfied, signed the  
Instrument in my presence.

**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)

  
\_\_\_\_\_  
Witness (Signature)

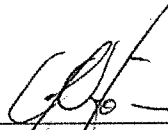
DAVID HILI  
\_\_\_\_\_  
Name of Witness (Print Name)

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

  
\_\_\_\_\_  
Director (Signature)

ARNOLD VITOCO  
\_\_\_\_\_  
Name of Director (Print Name)

LOT 751 THE NORTHERN ROAD  
BRINGELLY 2556  
\_\_\_\_\_  
Address of Director

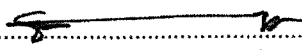
  
\_\_\_\_\_  
Director/Secretary (Signature)

WINTON ANTON  
\_\_\_\_\_  
Name of Director/Secretary (Print Name)

975 THE NORTHERN ROAD  
BRINGELLY 2556  
\_\_\_\_\_  
Address of Director/Secretary

  
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Registered Proprietor

  
.....  
Registered Proprietor

  
.....  
Council Authorised Delegate

**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. *14-2019-475-1*

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:

*m DOWDS*

Signature of Attorney:

*[Handwritten Signature]*

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

*[Handwritten Signature]*  
.....  
Registered Proprietor

*[Handwritten Signature]*  
.....  
Registered Proprietor

*[Handwritten Signature]*  
.....  
Council Authorised Delegate

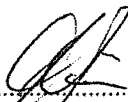
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE  
OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919.**

(Sheet 17 of 17 Sheets)

Plan:

**DP1259193**

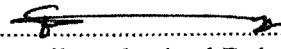
Plan of Subdivision of Lot 20 in  
DP 1261448 and Lot 100 in  
DP 1215914 and Lot 2150 in  
DP 1213165 covered by Council's  
Subdivision Certificate No. ~~14-2018-475-1~~



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Registered Proprietor



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Registered Proprietor



.....  
Council Authorised Delegate

30/03/2021



REGISTERED



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

**APPLICANT:** InfoTrack Pty Ltd  
135 King Street  
NSW 2000

Certificate number: 20237126  
Reference number: 1436684  
Certificate issue date: 16/01/2026  
Certificate fee: \$71.00  
Applicant's reference: 26007  
Property number: 1186597  
Applicant's email: [ecertificates@infotrack.com.au](mailto:ecertificates@infotrack.com.au)

**DESCRIPTION OF PROPERTY**

Land Description: LOT: 9094 DP: 1259193  
Address: **31 Berkshire 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 – improving planning processes to deliver infrastructure faster

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

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

## **PROPOSED LOCAL ENVIRONMENTAL PLANS (LEPs)**

No.

## **DRAFT DEVELOPMENT CONTROL PLANS (DCPs)**

No.

**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.

## **PATTERN BOOK DEVELOPMENT 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 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.

### **AGRITOURISM AND FARM STAY ACCOMMODATION 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 subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of bushfire.



## **TIDAL INUNDATION**

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

## **SUBSIDENCE**

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

## **ACID SULFATE SOILS**

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

## **CONTAMINATION**

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

## **AIRCRAFT NOISE**

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

## **SALINITY**

There are requirements for salinity 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 the requirements in the relevant Development Control Plan that applies to the land.

## **COASTAL HAZARDS**

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

## **SEA LEVEL RISE**

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



## 11 BUSH FIRE PRONE LAND

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

No.

## 12 LOOSE-FILL ASBESTOS INSULATION

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

No.

## 13 MINE SUBSIDENCE

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

No.

## 14 PAPER SUBDIVISION INFORMATION

- (1) The name of a development plan adopted by a relevant authority that—
  - (a) applies to the land, or
  - (b) is proposed to be subject to a ballot.
- (2) The date of a subdivision order that applies to the land.
- (3) Words and expressions used in this section have the same meaning as in the Environmental Planning and Assessment Regulation 2021, Part 10 and the Act, Schedule 7.

Not Applicable

## 15 PROPERTY VEGETATION PLANS

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

No.

## 16 BIODIVERSITY STEWARDSHIP SITES



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

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

No.

## **17 BIODIVERSITY CERTIFIED LAND**

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

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

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

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

## **24 SPECIAL ENTERTAINMENT PRECINCTS**

Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

Not applicable.

## **25 INTERIM DEVELOPMENT IN FUTURE INFRASTRUCTURE CORRIDORS**

If State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

No.

## **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.

#### **DISCLAIMER AND CAUTION**

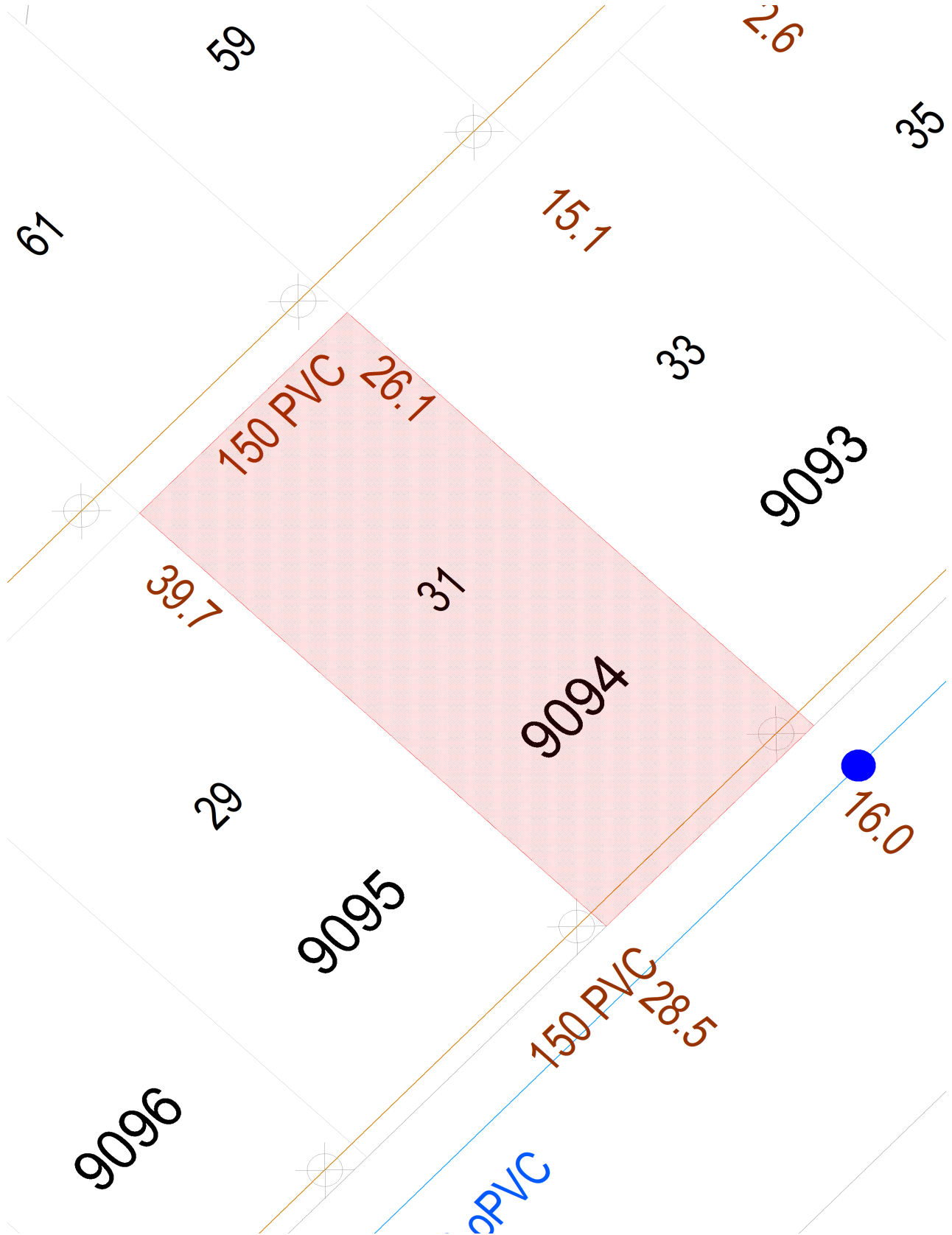
The information on zones, controls etc., given above relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc., apply or are proposed on nearby land then they should make enquiries in person at Council's offices.

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

Service Location Print  
Application Number: 8004937725



Document generated at 16-01-2026 11:51:48 AM

**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		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve 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	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

### Disclaimer

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## Pipe Types

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

16 January 2026

**Infotrack Pty Limited**

**Reference number: 8004937726**

**Property address: 31 Berkshire 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.

Sincerely

**The Sydney Water team**



## Occupation Certificate No

1312/22

## Applicant

Vittorio Cavasinni

Address

C/- Beechwood Homes - Sydney Wetherill Park

Contact No (Telephone/Fax)

PO Box 6567

96160911

## Owner

Name

Vittorio Cavasinni

Address

PO Box 6567 Wetherill Park

Contact No (Telephone/Fax)

96160911

## Subject Land

Address

31 Berkshire Circuit Leppington 2179

Lot No

9094

DP No:

1259193

## Development Consent No.

Date of Consent

## Construction Certificate or Complying Development No.

1312/22

Decision Date

2/08/2022

## Description of Development

Two storey dwelling

## Building Details

The building classification must be the same as that specified in the development consent or complying development certificate

<b>Part of building</b>	Part
<b>Use</b>	Residential
<b>BCA Class</b>	1a
<b>New/Existing</b>	New

## Date of Receipt

Date received (to be completed by certifying authority)

29/07/2022

## Determination

Type of certificate

Part Occupation Certificate

Approved / Refused

Approved

Date of Determination

19/11/2024

## Attachments

- Reason(s) for refusal
- Final Fire Safety Certificate or Interim Fire Safety Certificate



## Certificate 1312/22

**Premises** Lot No: 9094  
31 Berkshire Circuit Leppington

**Applicant** Vittorio Cavasinni

**Description of Development** Two storey dwelling

---

### Certificate

I Accredited Building Certifiers (NSW) Pty Ltd, Certify that

- I have been appointed as the principal certifier under S 109E.
- I have taken into consideration the health and safety of the occupants of the building.
- A current development consent/complying development certificate is in force with respect to the building.
- A current construction certificate or complying development certificate has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building code of Australia.
- Where required, a final fire safety certificate has been issued for the building or an interim fire safety certificate has been issued for the relevant part of the building (see note 2).
- Where required, a report from the Commissioner of Fire Brigades has been Considered.

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### Condition

- Pursuant to clause 156A of the Environmental Planning and Assessment Regulation 2000 an Occupation Certificate must be obtained for the whole building within 5 years of the date of the first partial Occupation Certificate

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**Principal Certifier** Accredited Building Certifiers (NSW) Pty Ltd

**Accreditation No** RBC14

**Contact No** 02 4229 5309

**Address** 28 Auburn Street Wollongong

**Date** 19/11/2024

**Signed** .....

  
Gemma Cignarella BDC4648

Policy No: HBCF22070774

Policy Date: 06/12/2022

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	H01 - New Dwelling Construction
Description of construction as advised by builder^	Construct a double storey dwelling
At	31 Berkshire Circuit Leppington New South Wales 2179
Site plan number^	NA
Site plan type^	NA
Homeowner	Beechwood Homes (NSW) Pty Ltd
Carried out by	BEECHWOOD HOMES (NSW) PTY LTD
Licence number	207765C
Builder job number^	P-207150 PO-BWH250316
Contract amount^	\$477,000.00
Contract date^	Speculative Project - No Contract
Premium paid	\$3,296.45
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.	\$3,952.45


## ^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](http://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: HBCF22070774

Issued on: 06/12/2022

  
Nathan Agius, General Manager, Underwriting IfNSW & HBCF  
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.

# **ANNEXURE “ A ”**



## **HOLDING OVER**

Unless either party gives the other written notice of termination in accordance with Clause 28a, the lease shall continue as a periodic lease from month to month at the same rent or at a rent to which both parties agree.

## **INSURANCE**

The amount of cover for public liability referred in Clause 4 is Twenty Million Dollars (\$20,000,000). The Tenant shall obtain their own public liability insurances and note the interest of the Landlord on the policy.

## **CONDITIONS**

The parties agree to the conditions set out above and on the following pages and to those conditions implied by Sections 84 and 85 of the *Conveyancing Act, 1919*, which are not expressly negated or modified by this lease.

## **THE LANDLORD AGREES:**

### **Possession**

1. To give possession of the Premises to the Tenant on the day on which the term of the lease commences.

### **Condition of Premises**

2. To ensure that the Premises are in a reasonably fit condition for use at the commencement of the lease.

### **Security**

3. To ensure that the external doors and windows contain locks and catches in working order at the commencement of the lease.

### **Insurance**

4. To insure the Premises against damage arising from fire, lightning and explosion and other hazards (including earthquake, storm and tempest, water damage, impact, aircraft, riots/civil commotions and malicious damage).

### **Use of Premises**

5. To allow the Tenant to use and occupy the Premises without unreasonable interference by the Landlord or their Agent.

### **Rates and Taxes**

6. To pay council, water and sewerage rates, land tax and other levies promptly.

### **Lease Copy**

7. To provide the Tenant within one (1) month after:
  - i. notice(s) of mortgage consent, if required;
  - ii. execution of the lease; and
  - iii. stamping, if applicable

with a copy of the lease.

#### **Tax Receipts and Tax Invoices**

8. To issue rent receipts and tax invoices (where applicable) showing the Tenant's name, the address of the Premises, the ABN of the parties, the amount received, the date of payment and the period for which the payment was made, and other such requirements as determined by the Australian Taxation Office.

### **THE TENANT AGREES:**

#### **Rent**

9. To pay the rent promptly and in advance and in the manner that the Landlord may direct in writing from time to time.

#### **Consents**

10. To obtain at their own expense, all necessary consents that may be required from local government or other authorities to carry on their proposed business at the Premises (being the use and/or fit-out for which the Premises are leased).

#### **Charges**

11. To pay all charges for gas, electricity and telephone and any water usage, garbage or sanitary rates or charges, relating to the Tenant's use of the Premises.

#### **Care of Premises**

12. To take care of the Premises and to keep them in a clean condition, and in particular:
  - a) To make no alterations or additions to the Premises, without the prior written consent of the Landlord, to which the Landlord cannot reasonably withhold consent.
  - b) To do no decorating that involves marking, defacing or painting any part of the Premises, without the prior written consent of the Landlord other than as required by the Tenant for the intended use.
  - c) To put nothing down any sink, toilet or drain likely to cause obstruction or damage.
  - d) To keep no animals or birds on the Premises, without the prior written consent of the Landlord.
  - e) To ensure that rubbish is not accumulated on the Premises and to cause all trade refuse to be removed regularly and in a manner acceptable to the Landlord.
  - f) To ensure that nothing is done that might prejudice any insurance policy which the Landlord has in relation to the Premises.
  - g) To notify the Landlord promptly of any major, loss, damage or defect in the Premises.

#### **Permitted Use and Occupation**

13. To use the Premises for the purpose stated on the front page of this lease and not for any other purpose.

### **Rules and Regulations**

14. To ensure that the Tenant, the Tenant's employees, licensees and agents observe, obey and perform the rules and regulations forming part of this lease and such further rules and regulations as the Landlord may from time to time make and communicate to the Tenant (not being inconsistent with this lease) for the safety, care and cleanliness of the Premises and of the building.

### **Insurance**

15. a) To do nothing in the building or keep anything therein that would increase the insurance premium payable by the Landlord on the building except with the prior written consent of the Landlord.
- b) To do nothing that would make any insurance policy void.
- c) To insure all external fixed glass and window frames for which the Tenant is responsible.
- d) To pay any insurance premiums payable by the Landlord increased as a result of the Tenant's actions.
- e) To insure for public risk covering liability in respect of bodily injury, property damage, product liability and contractual liability arising from the occupation and use of the Premises by the Tenant for the minimum amount as noted on the front page of the lease.

### **Indemnity**

16. a) To compensate and meet all claims of:
- i. the Landlord for the loss of or damage to part or whole of the Premises;
  - ii. any person for the loss of or damage to their personal property; and
  - iii. any person for personal injury or death as a result of any accident or neglect or a deliberate or careless act on the Premises or a breach of any conditions of the lease by the Tenant, their employees or agents or any person present on the Premises with the consent of the Tenant, their employees or agents.
- b) In such circumstances the Tenant shall meet all claims whether they are made directly against them or against the Landlord. Any resultant repairs to the Premises or to any other parts of the building shall be carried out at the expense of the Tenant.

### **BOTH PARTIES AGREE THAT:**

#### **Unforeseen Event**

17. If something happens to the Premises so that the whole or a substantial part can no longer be occupied and the parties are in no way responsible, then either party shall have the right to terminate the lease on the giving of seven (7) days' notice in writing.

#### **Inspections**

18. The Landlord or Agent shall inspect the Premises at the commencement of the lease and on its termination and take note of the condition of the Premises.

**Repairs**

19. a) The Tenant shall have repaired in a proper manner any damage to the Premises resulting from neglect or a deliberate or careless act or a breach of any condition of the lease by the Tenant or any person on the Premises with their consent.
- b) Except as in Clause 19a, the Landlord shall carry out without delay all reasonable repairs necessary for the Tenant's ordinary use and occupation of the Premises, having regard to the condition of the Premises at the commencement of the lease and having regard for fair wear and tear.

**Access**

20. a) The Landlord shall respect the Tenant's right to privacy.
- b) The Tenant shall allow access to the Landlord or Agent:
- i. when it is reasonable that they or either of them should view the condition of the Premises or to carry out repairs, or
  - ii. to erect 'To Let' or 'For Sale' signs and to show the Premises to prospective purchasers and to show the Premises to prospective tenants after notice terminating the lease has been given.
- c) The Landlord shall give the Tenant reasonable notice of the time and date for such access as far as possible it shall be convenient for both parties.
- d) The Landlord or Agent may have access to the Premises at any time on reasonable notice to the Tenant or without notice in the case of an emergency or to carry out urgent repairs.

**GST**

21. Any amounts, referred to in this lease which are payable by the Tenant to the Landlord, or on behalf of the Landlord, under this lease, are expressed inclusive of the Goods and Services Tax ("GST"), (if any), at the rate of 10% (the current rate). If the current rate is increased or decreased, the parties agree that any amounts referred to in this lease will be varied accordingly.

**Statutes**

22. Each party shall observe as applicable to themselves all relevant statutes, statutory regulations and by-laws relating to health, safety, noise and other standards with respect to the Premises.

**Notices**

23. Any written notice required or authorized by the lease:
- a) Shall be served on the Tenant personally, or by email, or by pre-paid post or facsimile transmission to the Premises or by being left there in the post box, if any, at the Premises.
  - b) Shall be served on the Landlord or Agent personally, or by email, or by pre-paid post or by facsimile transmission to their address as shown in the lease or as notified in writing or by being left in the post box, if any, at that address.
  - c) Shall be deemed to be served on the second business day after posting where it has been sent by pre-paid post.

- d) May take effect on any day of the month if it relates to the termination of a periodic lease provided it gives the required length of notice.

### **Mitigation**

24. Where there has been a breach of any of the conditions of the lease by either party, the other party shall take all reasonable steps to minimise any resultant loss or damage.

### **Disputes**

25. In any dispute or proceedings between the parties, both parties shall act reasonably and without delay and make all admissions necessary to enable the real issues to be decided.

### **Notice**

26. a) After a notice terminating the lease or demanding immediate possession has been given, any acceptance of or demand for rent or money by the Landlord shall not of itself be evidence of a new lease with the Tenant nor alter the legal effect of the notice.
- b) Where the Tenant unlawfully remains in possession after the termination of the lease, the Landlord shall be entitled, in addition to any other claim, to payments equal to the rent (pro-rata) as compensation for the Tenant's use and occupation of the Premises.

### **Renewal**

27. a) The Tenant shall give to the Landlord or the Agent not more than twenty-eight (28) days prior to the expiration of the term granted in this lease notice in writing if the Tenant wishes to take a renewal of the lease for the further term offered.

### **Termination**

28. a) Upon the expiry of the lease term or where the lease has become a periodic lease from month to month, either party may terminate it by giving one (1) month's written notice to the other party.
- b) The Landlord shall have the right to re-enter the Premises peacefully or to continue the lease as a periodic lease from week to week:
- i. where the Tenant has failed to pay rent for a period in excess of fourteen (14) days, when formally demanded;
  - ii. where the Tenant has seriously or persistently breached any of the conditions of the lease; or
  - iii. upon the Tenant being declared bankrupt or insolvent according to the law or making any assignment for the benefit of creditors or taking the benefit of any Act now or hereafter to be in force for the relief of bankrupts or insolvents. (Section 85 (1)(d) of the *Conveyancing Act, 1919*, as amended, is hereby varied accordingly.)
- c) If the Landlord intends to exercise their right to continue to lease as a periodic lease from week to week, they shall serve the Tenant with a written notice stating the reason and informing the Tenant of the variation to the lease. Upon serving of the notice, the lease shall continue with all its conditions, except for the term and holding over conditions, as a periodic lease from week to week which may be terminated by twenty-eight (28) days written notice from either party.

- d) The Landlord shall have the right to re-enter the Premises without giving notice if there are reasonable grounds to believe the Premises have been abandoned.
- e) The Tenant shall have the right to terminate the lease if the Landlord has seriously or persistently breached any of its conditions. The Tenant shall give the Landlord written notice of a reasonable period, of no less than fourteen (14) days indicating at the same time the nature of the breach.
- f) Any action by the Landlord or the Tenant in accordance with Clause 28b, c, d or e, shall not affect any claim for damages in respect of a breach of a condition of the lease.
- g) Upon termination or expiry of the lease the Tenant must remove their own fixtures and shall remove their signs provided that any damage or defacement occasioned to any part of the Premises in the course of such removal shall be remedied by the Tenant immediately or, if they fail to do so, by the Landlord and at the Tenant's expense.
- h) Upon the termination or expiry of the lease for any reason the Tenant shall promptly and peacefully give the Landlord vacant possession of the Premises in the condition and state of repair required by Clauses 12 and 19a. of the lease and shall, at the same time, hand over all keys.

**Parting with Possession**

- 29. a) The Tenant shall not assign or sub-let or part with possession of the Premises or any part thereof except with the written consent of the Landlord.
- b) The Landlord shall not withhold consent unreasonably, provided that the Tenant gives the Landlord fourteen days (14) notice and the Tenant pays any reasonable expenses involved in the Landlord giving consent.

**Interpretation**

- 30. a) 'Agent' in context with 'Landlord' includes the Landlord's estate agent or managing agent and any other person authorized to act on behalf of the Landlord.
- b) 'Landlord' includes the heirs, executors, administrators and assigns of the Landlord, and where the context permits, include the Landlord's Agent.
- c) 'Tenant' includes the executors, administrators and permitted assigns of the Tenant.
- d) 'Fixtures' includes fittings, furniture, furnishings, appliances, plant, machinery and equipment.
- e) 'Month' means calendar month.
- f) 'Term' means the term of this lease.
- g) Where the context permits, words expressed in the singular include the plural and vice versa and words referring to a person include a company.
- h) Where two or more Tenants or Landlords are parties, the terms and conditions of the lease shall bind them jointly and severally.
- i) When this lease is signed by both parties and witnessed, it shall operate as a deed at law from that time.

- j) Headings in bold have been inserted to assist the parties but they do not form a legal part of the lease.

## **SPECIAL CONDITIONS:**

### **Remediation**

31. Upon the expiration of the term of the lease, or any option term or any holding over period, notwithstanding any other provision to the contrary, the Tenant shall not be obliged to carry out any structural alterations to convert the premises from its use as a display home or otherwise.

### **Abatement and Destruction**

32. If the whole or any part of the building or the Premises shall be destroyed or damaged by fire, flood, lightning, storm, tempest or war damage or other disabling cause so as to render the Premises during the term unfit for use and occupation by the Tenant then:
- a) If the Landlord shall fail to rebuild or reinstate the Premises within six (6) months after having received notice from the Tenant in writing requiring the Landlord so to do the said term and this lease may be determined and ended by the Tenant by the Tenant issuing a further notice to that effect. The Landlord shall be liable to the Tenant for any loss and damage suffered by the Tenant, including under any display village agreement, if the Premises are not rebuilt or reinstated within the six (6) month period referred to in the Tenant's notice.
  - b) Upon happening of any such damage or destruction as aforesaid the total yearly rent and other monies hereby reserved shall abate and all or any remedies for the recovery of such rent or such fair and just proportion thereof shall be suspended until the building or the Premises shall have been rebuilt or reinstated or made fit for use and occupation of the Tenant or until the lease shall be terminated pursuant to the provisions of Clause 32a.
  - c) In the event of any dispute arising in relation to this Clause 32, then such dispute shall be referred to a valuer appointed at the request of either party by the President or other senior office bearer for the time being of the Australian Institute of Valuers or its successors who shall act as an expert and not as an arbitrator, whose decision shall be final and binding on both parties and whose costs shall be borne as the valuer shall determine.

### **Caveat**

33. The Landlord herein hereby acknowledges that they are aware and have no objection to the Tenant lodging a Caveat on the relevant title in relation to the lease herein.

### **On Exiting the Premises**

34. Having regard to fair wear and tear, the Tenant shall:
- a) Professionally clean the Premises.
  - b) Patch and make good paintwork where needed.
  - c) Remove TV's and supporting wall brackets.

- d) Connect services to appliances.
- e) Decommission security cameras.
- f) Reset security alarms.
- g) Re-key entry doors.
- h) Remove pedestrian directional 'picket-like' fencing to the driveway.
- i) Fill and make level where exposed drill holes, and the like, to driveways.
- j) Remove and make good, the commercial shop front where the garage of the Premises is used as a sales office.
- k) Replace the commercial front with garage door(s) motors of the type approved in the subdivision design guidelines.
- l) Remove any external signage.
- m) Transfer all service accounts to the Landlord.

**Staging/Display Furniture and Artwork**

35. Any display items owned by the Tenant to include, but not limited to, furnishings, display fitout, sound system, decorative light fittings, etc, except for TVs, and if the Tenant chooses, the Landlord will be offered the option to purchase those remaining display items

**Acknowledgement of the Further Purchaser's Deed of Agreement - Figtree Hill Display Village**

- 36 a) The Landlord and the Tenant acknowledge and agree that:
- i. Lendlease Communities (Figtree Hill) Pty Limited the Tenant and the Landlord have entered into the Further Purchaser's Deede of Agreement
  - ii. The terms and conditions contained in the Further Purchaser' s Deed of Agreement – Figtree Hill Display Village are paramount over the terms and conditions contained in the Lease and in the event of any inconsistency or conflict between the terms and conditions contained in the Further Purchaser' s Deed of Agreement - Figtree Display Village and the terms and conditions contained in the Lease, the terms and conditions contained in the Further Purchaser's Deed of Agreement –Figtree Hill Display Village shall to the extent of any such inconsistency or conflict apply.
- b) In this clause:
- i. Further Purchaser' s Deed of Agreement - Display Village means the agreement entered into before the Lease between Lendlease Communities (Figtree Hill) Pty Limited, the Landlord and the Tenant in respect of which the Tenant is the Builder.
  - ii. **Lendlease** means Lendlease Communities (Figtree Hill) Pty Limited (A.C.N. 605 278 331)
37. Notwithstanding anything in this lease to the contrary with respect to the Term of the Lease the Tenant may extend or reduce the term of the lease so that the lease term ends at the conclusion of the exhibition village or display centre. The Tenant shall

further be entitled to terminate this lease by providing one (1) months' notice in writing.

## **RULES AND REGULATIONS**

None Specified.

**PLEASE READ THIS LEASE THROUGH CAREFULLY BEFORE AND  
AFTER SIGNATURE**

We hereby enter into this lease and agree to all its conditions.

**SIGNED BY THE LANDLORD:**

-----  
Name of Landlord:

-----  
Signature of Landlord:

-----  
Name of Witness:

-----  
Signature of Witness:

**SIGNED BY THE TENANT:**

**Beechwood Homes (NSW) Pty Ltd**

-----  
Name of Tenant:

-----  
Signature of Tenant:

-----  
Name of Witness:

-----  
Signature of Witness:

**NOTICES (Clause 23):**

**Landlord's Details for Notices**

Facsimile:

Mailing Address:

Email Address:

Bank Account Details:

Name of Account:

BSB:

Account No:

**Tenant's Details for Notices**

Facsimile: (N/A)

Mailing Address: Unit 8, 32-34 Peter Brock Drive, Eastern Creek NSW 2766

Email Address: [santiago@beechwoodhomes.com.au](mailto:santiago@beechwoodhomes.com.au)

# **ANNEXURE “ B ”**

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**HOMEWORLD LEPPINGTON  
DISPLAY VILLAGE**

**DISPLAY VILLAGE  
INVESTOR'S AGREEMENT**

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**HOMEWORLD LEPPINGTON PTY LTD**

**ACN 639 907 207**

*(Homeworld)*

**AND**

**[NAME OF BUILDER & ACN]**

*(the Builder)*

**AND**

**[NAME OF INVESTOR & ACN]**

*(the Investor)*

**Stacks Law Firm**

Suite 15, Level 1, Wharf Central

75 Wharf Street

TWEED HEADS NSW 2485

T 07 5536 1311

F 07 5536 4355

[www.stacklaw.com.au](http://www.stacklaw.com.au)

REF:DOC: <MatterNumber>

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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 Castletons, Suite 1, Level 2,  
3 Carlingford Road, Epping NSW 2121
- Item 3: Name and Address of the *Builder*: **[Name of Builder & ACN]** of **[Address of Builder]**
- Item 4: Name and Address of the *Investor*: **[Name of Investor & ACN]** of **[Address of Investor]**
- Item 5: Particulars of the *land*: The land in Deposited Plan 1259193 depicted in the *display village plan* (lot number[s] [lot number/s] in which [is/are] the subject of a *sale contract*)
- Item 6: The *opening date*: 1 October 2022
- Item 7: Number of years until the *promotion period* ends: 30 September 2027, subject to clause 3.2
- 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

Item 10: Name of the *trust*:  
(clause 6.8)

\_\_\_\_\_

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Date	
Parties	
1.	<b>Homeworld</b> means the person described in Item 2 of the <i>reference schedule</i> .
2.	<b>Builder</b> means the builder described in Item 3 of the <i>reference schedule</i> .
3.	<b>Investor</b> means the investor described in Item 4 of the <i>reference schedule</i> .

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. RIGHTS AND OBLIGATIONS OF THE BUILDER

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#### 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*.

## 6. RIGHTS AND OBLIGATIONS OF THE INVESTOR

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### 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 disponent 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:

- (v) 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*:
  - (A) are permitted 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 Investor may Rescind**

The *Investor* may rescind this Deed if all *sale contracts* entered into by the *Investor* are rescinded.

## **7. GENERAL**

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### **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 email address.

## 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) This Deed, including counterparts of it, may be exchanged by any means, including electronically.
- (d) If this Deed has been exchanged electronically, a party may require that this Deed is again exchanged in hard (physical paper copy) form. If that happens, each party agrees to exchange a hard copy of this Deed when directed to do by another party.
- (e) If this Deed is signed by any parties using an *Electronic Signature*, the parties:
  - (i) agree to enter into this Deed in electronic form; and
  - (ii) consent to any party signing this Deed using an *Electronic Signature*.
- (f) Exchange may be effected by a party or their solicitor delivering the original signed counterpart or a facsimile to the other parties or their 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 rescission 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 *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);
  - (ii) the *Builder* has not entered into a *builder's agreement with Homeworld* within 10 *business days* from the date of this Deed; and
- (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.

*Electronic Signature* means an electronic or digital method of signing and identifies a signatory for this Deed and that signatory's intention to sign this Deed.

*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 that was subdivided to create the *display village* 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):	
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(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) **CHARGE**

Homeworld Leppington Pty Ltd ACN 639 907 207  
of Castletons, Suite 1, Level 2, 3 Carlingford Road, Epping, NSW, 2121

**TENANCY:**

(I)

**DATE** ..... / ..... / .....

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

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

Signature of witness: .....

Signature of charger: .....

Name of witness: .....

Address of witness: .....

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: .....

Signature of authorised person: .....

Name of authorised person: .....

Name of authorised person: .....

Office held: .....

Office held: .....

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

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.

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

Signature of witness: .....  
Name of witness: .....  
Address of witness: .....

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):	
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(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) CHARGEES

Homeworld Leppington Pty Ltd ACN 639 907 207  
of Castletons, Suite 1, Level 2, 3 Carlingford Road, Epping, NSW, 2121

**TENANCY:**

DATE \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

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

Signature of witness: .....

Name of witness: .....

Address of witness: .....

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: .....

Signature of authorised person: .....

Name of authorised person: .....

Name of authorised person: .....

Office held: .....

Office held: .....

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

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.

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

Signature of witness: .....

Name of witness: .....

Address of witness: .....

.....

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**

DRAFT



**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		
<ol style="list-style-type: none"> <li>Equitable interest as chargee.</li> <li>Equitable interest arising pursuant to the rights created.</li> </ol>		
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**

- 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.
- 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.
- The registration of delimitation plan<sup>1</sup> No.
- The granting of any possessory application<sup>2</sup> with respect to the land in the folio of the Register referred to above.
- The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
- The granting of an application to extinguish the NOT APPLICABLE created by NOT APPLICABLE No.

**(K) STATUTORY DECLARATION<sup>3</sup>**

I, solemnly and sincerely declare that -

- 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.
- 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: \_\_\_\_\_

- A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
- An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
- 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**

DRAFT

Form: 08X  
Licence: 04-02-316  
Licensee: Locus Pty Limited  
Firm Name: Stacks 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.

<b>STAMP DUTY</b>	Office of State Revenue use only
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<b>(A) FOLIO OF THE REGISTER</b>	
----------------------------------	--

<b>(B) REGISTERED DEALING</b>	Number	Folio of the Register
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<b>(C) LODGED BY</b>	Document Collection Box	Name, Address or DX, Telephone, and LLPN if any	<b>CODE</b>
		Reference:	<b>X</b>

<b>(D) REGISTERED PROPRIETOR</b>	Postcode:
----------------------------------	-----------

<b>(E) CAVEATOR</b>	Insert the full name and residential address
	Homeworld Leppington Pty Ltd (ACN 639 907 207) of Castletons, Suite 1, Level 2, 3 Carlingford Road, Epping, NSW      Postcode: 2121

<b>(F) NAME AND ADDRESS IN NEW SOUTH WALES FOR SERVICE OF NOTICES ON THE CAVEATOR</b>	<i>The address <b>must</b> be a street address. If desired, a Document Exchange box in NSW may be provided in addition.</i>
	Name: Stacks Law Firm Street Address: Suite 15, Level 1, Wharf Central, 75 Wharf Street, Tweed Heads, NSW Postcode: 2485
	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.*

<b>(G) ACTION PROHIBITED</b>	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		
<ol style="list-style-type: none"> <li>1. Equitable interest as chargee.</li> <li>2. Equitable interest arising pursuant to the rights created.</li> </ol>		
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<sup>1</sup> No.
4. The granting of any possessory application<sup>2</sup> 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<sup>3</sup>**

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.



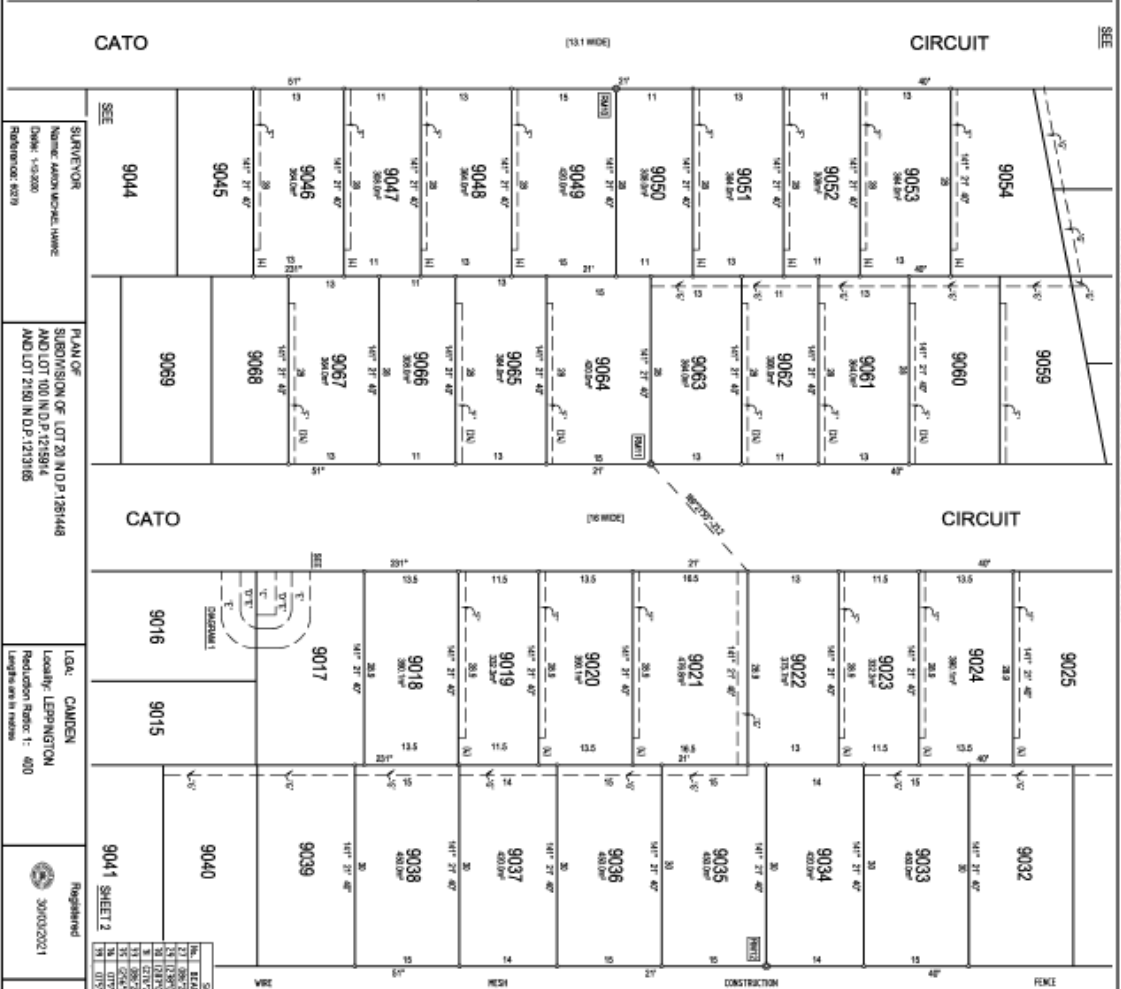
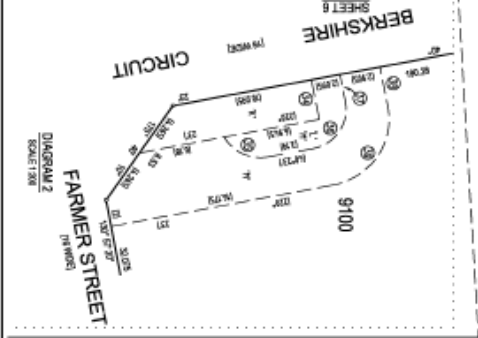
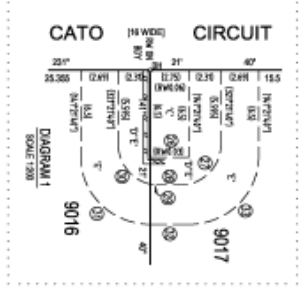


PLAN FORM 2 (A2)

WARNING: CREATING OR FOLDING WILL LEAD TO REFLECTION

LINE SHEET 2 OF 4 SHEETS

- SCHEDULE OF EASEMENTS**
- 1 - EASEMENT FOR PERMANENT GASIFICATION 2.1% WIDE
  - 2 - RESTRICTION ON THE USE OF LAND
  - 3 - RESTRICTION ON THE USE OF LAND
  - 4 - EASEMENT FOR SERVICE, MAINTENANCE & REPAIR OF WIRE
  - 5 - EASEMENT FOR SERVICE, MAINTENANCE & REPAIR OF WIRE
  - 6 - RESTRICTION ON THE USE OF LAND
  - 7 - EASEMENT FOR PERMANENT GASIFICATION 1 WIDE
  - 8 - RESTRICTION ON THE USE OF LAND
  - 9 - EASEMENT TO BRUSH WATER VARIABLE WIDTH
  - 10 - PUBLIC POSITIVE CONSTRAINT



**EMERALD**

NO.	DATE	DESCRIPTION	BY
1	12/12/2019	REGISTERED	DP1259193
2	12/12/2019	REGISTERED	DP1259193
3	12/12/2019	REGISTERED	DP1259193
4	12/12/2019	REGISTERED	DP1259193
5	12/12/2019	REGISTERED	DP1259193
6	12/12/2019	REGISTERED	DP1259193
7	12/12/2019	REGISTERED	DP1259193
8	12/12/2019	REGISTERED	DP1259193
9	12/12/2019	REGISTERED	DP1259193
10	12/12/2019	REGISTERED	DP1259193
11	12/12/2019	REGISTERED	DP1259193
12	12/12/2019	REGISTERED	DP1259193
13	12/12/2019	REGISTERED	DP1259193
14	12/12/2019	REGISTERED	DP1259193
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16	12/12/2019	REGISTERED	DP1259193
17	12/12/2019	REGISTERED	DP1259193
18	12/12/2019	REGISTERED	DP1259193
19	12/12/2019	REGISTERED	DP1259193
20	12/12/2019	REGISTERED	DP1259193
21	12/12/2019	REGISTERED	DP1259193
22	12/12/2019	REGISTERED	DP1259193
23	12/12/2019	REGISTERED	DP1259193
24	12/12/2019	REGISTERED	DP1259193
25	12/12/2019	REGISTERED	DP1259193
26	12/12/2019	REGISTERED	DP1259193
27	12/12/2019	REGISTERED	DP1259193
28	12/12/2019	REGISTERED	DP1259193
29	12/12/2019	REGISTERED	DP1259193
30	12/12/2019	REGISTERED	DP1259193

**HILLS**  
(21 & 22.5 WIDE & VARIABLE)

**BOULEVARD**

**9041 SHEET 2**

**DP1259193**

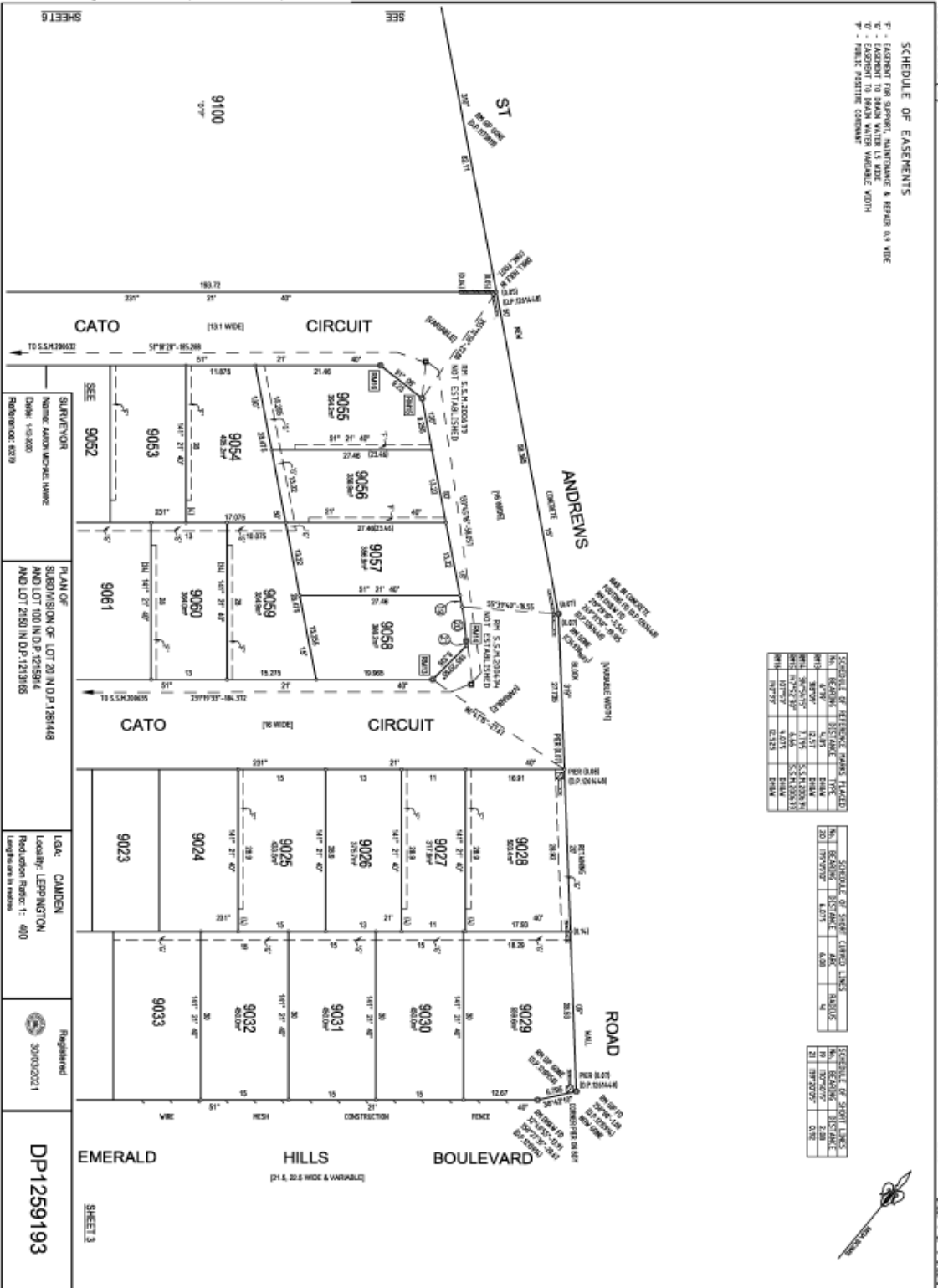
PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

LINK SHEET 4 OF 4 SHEETS

SCHEDULE OF EASEMENTS

- E - EASEMENT FOR SUPPORT, MAINTENANCE & REPAIR 0.9 WIDE
- F - EASEMENT FOR FLOODING
- T - EASEMENT TO DRAW WATER FROM WATER BODY
- P - PUBLIC PASSAGE CORRIDOR



SCHEDULE OF REFERENCE RIGHTS HELD

NO.	REASON	SYSTEM	TYPE
1	4.075	4.075	ROAD
2	4.075	4.075	ROAD
3	4.075	4.075	ROAD
4	4.075	4.075	ROAD
5	4.075	4.075	ROAD
6	4.075	4.075	ROAD
7	4.075	4.075	ROAD
8	4.075	4.075	ROAD
9	4.075	4.075	ROAD
10	4.075	4.075	ROAD

SCHEDULE OF SUPER-CARRIED LINES

NO.	REASON	SYSTEM	AXIS	RAILINGS
1	4.075	4.075	6.00	4

SCHEDULE OF SHORT LINES

NO.	REASON	SYSTEM
1	4.075	4.075
2	4.075	4.075
3	4.075	4.075
4	4.075	4.075
5	4.075	4.075
6	4.075	4.075
7	4.075	4.075
8	4.075	4.075
9	4.075	4.075
10	4.075	4.075

**SURVEYOR**  
 NAME: ANDREW MICHELLE HANKE  
 DMR: 1419200  
 REFERENCE: 8079

**PLAN OF**  
 SUBDIVISION OF LOT 20 IN D.P. 1251448  
 AND LOT 100 IN D.P. 1259193  
 AND LOT 2150 IN D.P. 1231165

**LGA: CAMDEN**  
 LOCALITY: LEPPINGTON  
 REDUCTION RATIO: 1:400  
 LAYOUT DATE: 01/11/2020



**DP1259193**

OLD MAP: V-Avalon Corridor LIBRARY Project 110 Stage 1A-landed(2019) 01 (0) - 041 - 01A



PLAN FORM 2 (A2)

WARNING: CREATING OR FOLDING WILL LEAD TO REFLECTION

PLAN SHEET 6 OF 4 SHEETS

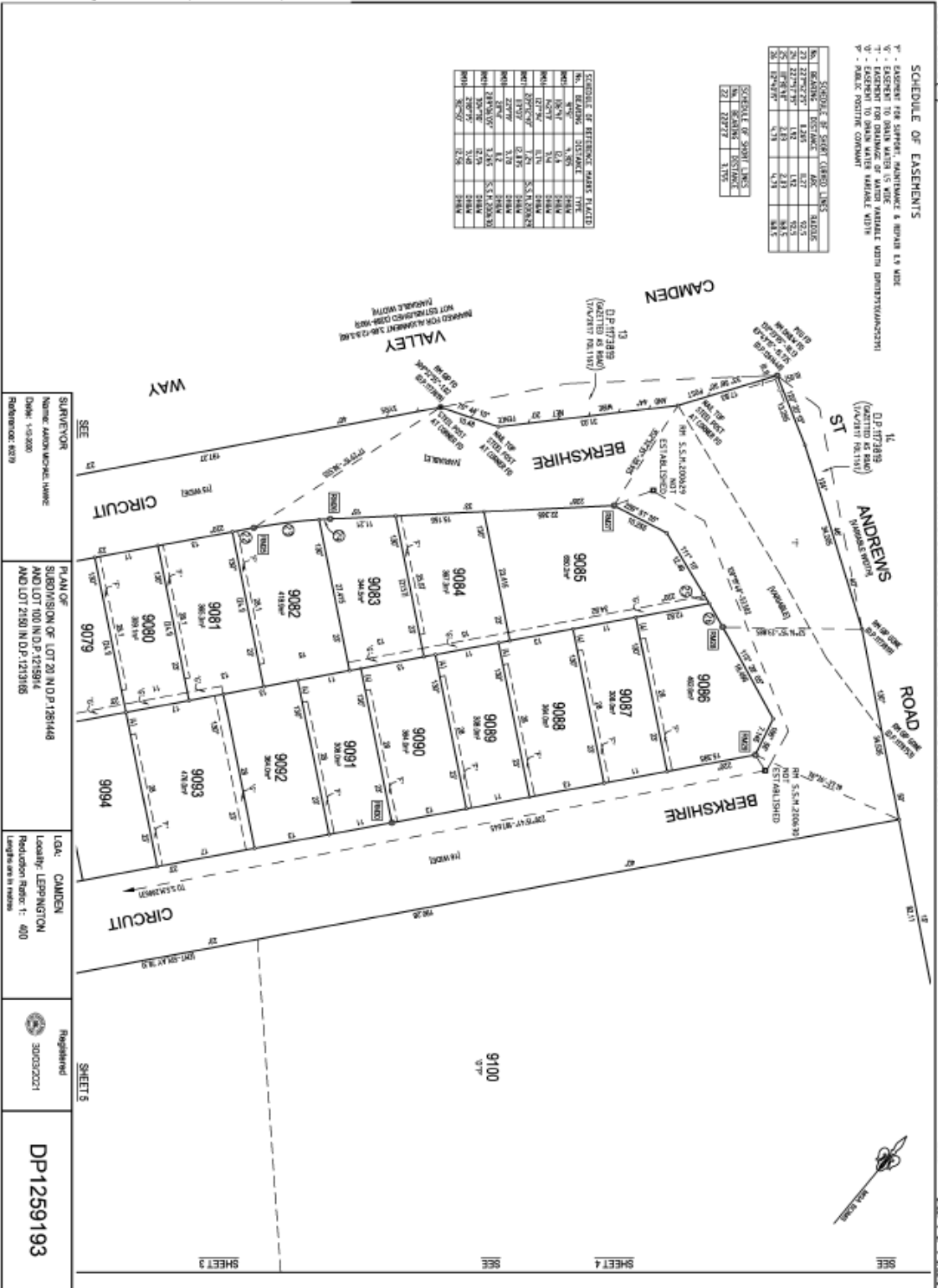
SCHEDULE OF EASEMENTS

- 1 - EASEMENT FOR STREET, MAINTENANCE & REPAIR BY USER
- 2 - EASEMENT TO DRAIN WATER TO VINE MARGINAL BERM (EMPHASIS/TRANSFER)
- 3 - EASEMENT TO DRAIN WATER MARGINAL WIDTH
- 4 - PUBLIC POSITIVE COMMENT

SCHEDULE OF EASEMENT (CLASS) LINKS			
NO.	DESCRIPTION	CLASS	STATUS
21	2272727	1	1
22	2272727	1	1
23	2272727	1	1
24	2272727	1	1
25	2272727	1	1
26	2272727	1	1
27	2272727	1	1

SCHEDULE OF EASEMENT LINKS			
NO.	DESCRIPTION	CLASS	STATUS
21	2272727	1	1
22	2272727	1	1

SCHEDULE OF REFERENCE MARKS PLACED			
NO.	BEARING	DISTANCE	TYPE
101	N 89° 50' 00" W	1.500	IRON
102	N 89° 50' 00" W	1.500	IRON
103	N 89° 50' 00" W	1.500	IRON
104	N 89° 50' 00" W	1.500	IRON
105	N 89° 50' 00" W	1.500	IRON
106	N 89° 50' 00" W	1.500	IRON
107	N 89° 50' 00" W	1.500	IRON
108	N 89° 50' 00" W	1.500	IRON
109	N 89° 50' 00" W	1.500	IRON
110	N 89° 50' 00" W	1.500	IRON



**SURVEYOR**  
 Name: ANDREW HARRIS  
 Date: 15/03/2021  
 Reference: 8279

**PLAN OF**  
 SUBDIVISION OF LOT 20 IN D.P. 1281448  
 AND LOT 100 IN D.P. 1215914  
 AND LOT 2150 IN D.P. 1213165




**LGA:** CAMDEN  
**Locality:** LEPPINGTON  
**Reduction Ratio:** 1:400  
 (Apply the ratio to photos)

Registered  
 30/03/2021

DP1259193

CGI REF: V:\Admin\Connect\LIBRARY\Project\116\Stage\PA\Images\DP1259193\_061.DWG; MR: GJA

DP1259193


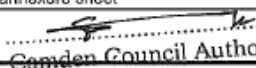
PLAN FORM 6 (2018)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 7 sheet(s)
Office Use Only		Office Use Only	
Registered:  30/03/2021	<b>DP1259193</b>		
Title System: TORRENS			
<b>PLAN OF</b> SUBDIVISION OF LOT 20 IN D.P.1261448 AND LOT 100 IN D.P.1215914 AND LOT 2150 IN D.P.1213165	LGA: CAMDEN	Locality: LEPPINGTON	Parish: MINTO
	County: CUMBERLAND		
<p style="text-align: center;">Survey Certificate</p> <p>I, <u>AARON MICHAEL HAWKE</u> of <u>CRAIG &amp; RHODES PTY LTD</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>* (a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on <u>1st DECEMBER 2020</u>, or</p> <p><del>*(b) The part of the land shown in the plan being "excluding" was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</del></p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: <u>"A-B"</u> Type: <u>"Urban/Rural"</u> The terrain is <u>"Level/Undulating"</u> <del>"Steep/Mountainous"</del> Signature:  Dated: <u>1/12/2020</u> Surveyor Identification No: <u>SU003741</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>		<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: _____ Date: _____ File Number: _____ Office: _____</p>	
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>Sugule Mohamed</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  Accreditation number: _____ Consent Authority: <u>Camden Council</u> Date of endorsement: <u>03/03/2021</u> Subdivision Certificate number: <u>14-2018-475-1</u> File number: <u>DA/2018/47512</u></p> <p>*Strike through if inapplicable.</p>		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE TO THE PUBLIC</p> <ol style="list-style-type: none"> <li>FARMER STREET 16 WIDE</li> <li>CATO CIRCUIT 13.1, 16 WIDE &amp; VARIABLE</li> <li>BEULAH STREET 16 WIDE</li> <li>BERKSHIRE CIRCUIT 15, 16 WIDE &amp; VARIABLE SUBJECT TO EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (AH425235)</li> </ol>	
<p>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 C349301603</p>			
Surveyor's Reference: 60279		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

C:\001\REF - V\Maperial-Curren\NDA\1A\4879-Enradad\11111\_S1.jpg 9/1/2020 09:52:16G-S0110010491 - 6X-WH1



PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 7 sheet(s)																																																																																																																																																																																				
<p style="text-align: center;">Office Use Only</p> <p>Registered:  30/03/2021</p> <p><b>PLAN OF SUBDIVISION OF LOT 20 IN D.P.1261448 AND LOT 100 IN D.P.1215914 AND LOT 2150 IN D.P.1213165</b></p> <p>Subdivision Certificate number: <u>14-2018-475-1</u>                      Date of Endorsement: <u>03/02/2021</u></p>	<p style="text-align: center;">Office Use Only</p> <h1 style="text-align: center;">DP1259193</h1> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>																																																																																																																																																																																					
<p><b>SURVEYING &amp; SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)</b>  <b>SCHEDULE OF LOTS &amp; ADDRESSES</b></p> <table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>LOT</th> <th>STREET No.</th> <th>STREET NAME</th> <th>STREET TYPE</th> <th>LOCALITY</th> </tr> </thead> <tbody> <tr><td>9001</td><td>139</td><td>EMERALD HILLS</td><td>BOULEVARD</td><td>LEPPINGTON</td></tr> <tr><td>9002</td><td>141</td><td>EMERALD HILLS</td><td>BOULEVARD</td><td>LEPPINGTON</td></tr> <tr><td>9003</td><td>3</td><td>FARMER</td><td>STREET</td><td>LEPPINGTON</td></tr> <tr><td>9004</td><td>5</td><td>FARMER</td><td>STREET</td><td>LEPPINGTON</td></tr> <tr><td>9005</td><td>7</td><td>FARMER</td><td>STREET</td><td>LEPPINGTON</td></tr> <tr><td>9006</td><td>9</td><td>FARMER</td><td>STREET</td><td>LEPPINGTON</td></tr> <tr><td>9007</td><td>11</td><td>FARMER</td><td>STREET</td><td>LEPPINGTON</td></tr> <tr><td>9008</td><td>13</td><td>FARMER</td><td>STREET</td><td>LEPPINGTON</td></tr> <tr><td>9009</td><td>15</td><td>FARMER</td><td>STREET</td><td>LEPPINGTON</td></tr> <tr><td>9010</td><td>17</td><td>FARMER</td><td>STREET</td><td>LEPPINGTON</td></tr> <tr><td>9011</td><td>19</td><td>FARMER</td><td>STREET</td><td>LEPPINGTON</td></tr> <tr><td>9012</td><td>21</td><td>FARMER</td><td>STREET</td><td>LEPPINGTON</td></tr> <tr><td>9013</td><td>23</td><td>FARMER</td><td>STREET</td><td>LEPPINGTON</td></tr> <tr><td>9014</td><td>25</td><td>FARMER</td><td>STREET</td><td>LEPPINGTON</td></tr> <tr><td>9015</td><td>4</td><td>FARMER</td><td>STREET</td><td>LEPPINGTON</td></tr> <tr><td>9016</td><td>6</td><td>FARMER</td><td>STREET</td><td>LEPPINGTON</td></tr> <tr><td>9017</td><td>4</td><td>CATO</td><td>CIRCUIT</td><td>LEPPINGTON</td></tr> <tr><td>9018</td><td>6</td><td>CATO</td><td>CIRCUIT</td><td>LEPPINGTON</td></tr> <tr><td>9019</td><td>8</td><td>CATO</td><td>CIRCUIT</td><td>LEPPINGTON</td></tr> <tr><td>9020</td><td>10</td><td>CATO</td><td>CIRCUIT</td><td>LEPPINGTON</td></tr> <tr><td>9021</td><td>12</td><td>CATO</td><td>CIRCUIT</td><td>LEPPINGTON</td></tr> <tr><td>9022</td><td>14</td><td>CATO</td><td>CIRCUIT</td><td>LEPPINGTON</td></tr> <tr><td>9023</td><td>16</td><td>CATO</td><td>CIRCUIT</td><td>LEPPINGTON</td></tr> <tr><td>9024</td><td>18</td><td>CATO</td><td>CIRCUIT</td><td>LEPPINGTON</td></tr> <tr><td>9025</td><td>20</td><td>CATO</td><td>CIRCUIT</td><td>LEPPINGTON</td></tr> <tr><td>9026</td><td>22</td><td>CATO</td><td>CIRCUIT</td><td>LEPPINGTON</td></tr> <tr><td>9027</td><td>24</td><td>CATO</td><td>CIRCUIT</td><td>LEPPINGTON</td></tr> <tr><td>9028</td><td>26</td><td>CATO</td><td>CIRCUIT</td><td>LEPPINGTON</td></tr> <tr><td>9029</td><td>167</td><td>EMERALD HILLS</td><td>BOULEVARD</td><td>LEPPINGTON</td></tr> <tr><td>9030</td><td>165</td><td>EMERALD HILLS</td><td>BOULEVARD</td><td>LEPPINGTON</td></tr> <tr><td>9031</td><td>163</td><td>EMERALD HILLS</td><td>BOULEVARD</td><td>LEPPINGTON</td></tr> <tr><td>9032</td><td>161</td><td>EMERALD HILLS</td><td>BOULEVARD</td><td>LEPPINGTON</td></tr> <tr><td>9033</td><td>159</td><td>EMERALD HILLS</td><td>BOULEVARD</td><td>LEPPINGTON</td></tr> <tr><td>9034</td><td>157</td><td>EMERALD HILLS</td><td>BOULEVARD</td><td>LEPPINGTON</td></tr> <tr><td>9035</td><td>155</td><td>EMERALD HILLS</td><td>BOULEVARD</td><td>LEPPINGTON</td></tr> </tbody> </table> <p style="text-align: center; font-size: small;">If space is insufficient use additional annexure sheet</p>			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
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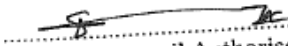
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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 6 of 7 sheet(s)		
<p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered:  30/03/2021</p>	<p style="font-size: 2em; font-weight: bold;">DP1259193</p> <p style="font-size: x-small;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>			
<p>PLAN OF                  SUBDIVISION OF LOT 20 IN D.P.1261448                  AND LOT 100 IN D.P.1215914                  AND LOT 2150 IN D.P.1213165</p> <p>Subdivision Certificate number: <u>14/2018-475</u></p> <p>Date of Endorsement: <u>03/03/2021</u></p>				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; border: none;"> <p>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.</p> <p style="text-align: center;"></p> <p style="text-align: center;">.....                      Witness (Signature)</p> <p style="text-align: center;"><u>DAVID HILLI</u>                      Name of Witness (Print Name)</p> <p style="text-align: center;"><u>1150 CAMDEN VALLEY WAY</u>  <u>LEPPINGTON 2179</u>                      Address of Witness</p> <p style="text-align: center;"></p> <p style="text-align: center;">.....                      Witness (Signature)</p> <p style="text-align: center;"><u>DAVID HILLI</u>                      Name of Witness (Print Name)</p> <p style="text-align: center;"><u>1150 CAMDEN VALLEY WAY</u>  <u>LEPPINGTON 2179</u>                      Address of Witness</p> </td> <td style="width: 50%; vertical-align: top; border: none;"> <p>Executed by the persons named below who signed this instrument as directors of  <b>D &amp; AI Pty Limited</b> (ABN 96 138 122 220)                      pursuant to section 127 of the Corporations Act (2001)</p> <p style="text-align: center;"></p> <p style="text-align: center;">.....                      Director (Signature)</p> <p style="text-align: center;"><u>ARNOLD VITOCO</u>                      Name of Director (Print Name)</p> <p style="text-align: center;"><u>LOT 751 THE NORTHERN ROAD</u>  <u>BRINGELLY 2956</u>                      Address of Director</p> <p style="text-align: center;"></p> <p style="text-align: center;">.....                      Director/Secretary (Signature)</p> <p style="text-align: center;"><u>WINTON ANTON</u>                      Name of Director/Secretary (Print Name)</p> <p style="text-align: center;"><u>975 THE NORTHERN ROAD</u>  <u>BRINGELLY 2956</u>                      Address of Director/Secretary</p> <p style="text-align: center; margin-top: 20px;"></p> <p style="text-align: center;">.....                      Camden Council Authorised Person</p> </td> </tr> </table>			<p>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.</p> <p style="text-align: center;"></p> <p style="text-align: center;">.....                      Witness (Signature)</p> <p style="text-align: center;"><u>DAVID HILLI</u>                      Name of Witness (Print Name)</p> <p style="text-align: center;"><u>1150 CAMDEN VALLEY WAY</u>  <u>LEPPINGTON 2179</u>                      Address of Witness</p> <p style="text-align: center;"></p> <p style="text-align: center;">.....                      Witness (Signature)</p> <p style="text-align: center;"><u>DAVID HILLI</u>                      Name of Witness (Print Name)</p> <p style="text-align: center;"><u>1150 CAMDEN VALLEY WAY</u>  <u>LEPPINGTON 2179</u>                      Address of Witness</p>	<p>Executed by the persons named below who signed this instrument as directors of  <b>D &amp; AI Pty Limited</b> (ABN 96 138 122 220)                      pursuant to section 127 of the Corporations Act (2001)</p> <p style="text-align: center;"></p> <p style="text-align: center;">.....                      Director (Signature)</p> <p style="text-align: center;"><u>ARNOLD VITOCO</u>                      Name of Director (Print Name)</p> <p style="text-align: center;"><u>LOT 751 THE NORTHERN ROAD</u>  <u>BRINGELLY 2956</u>                      Address of Director</p> <p style="text-align: center;"></p> <p style="text-align: center;">.....                      Director/Secretary (Signature)</p> <p style="text-align: center;"><u>WINTON ANTON</u>                      Name of Director/Secretary (Print Name)</p> <p style="text-align: center;"><u>975 THE NORTHERN ROAD</u>  <u>BRINGELLY 2956</u>                      Address of Director/Secretary</p> <p style="text-align: center; margin-top: 20px;"></p> <p style="text-align: center;">.....                      Camden Council Authorised Person</p>
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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)
Office Use Only		Office Use Only
Registered:  30/03/2021	<h1>DP1259193</h1>	
<b>PLAN OF</b> 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: <u>14-2010-475-1</u>		<small>This sheet is for the provision of the following information as required:</small> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
Date of Endorsement: <u>03/03/2021</u>		
 ..... Camden Council Authorised Person		
<small>If space is insufficient use additional annexure sheet</small>		
Surveyor's Reference: 60279		

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**EXECUTED AS A DEED**

**EXECUTED** for and on behalf of  
**HEMOWORLD 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

.....  
Signature of Director/Secretary

.....  
Name of Director

.....  
Name of Director/Secretary

**EXECUTED** for and on behalf of **[NAME**  
**OF BUILDER & ACN/ABN]** in  
accordance with Section 127(1) of the  
*Corporations Act 2001* by authority of the  
Directors:

.....  
Signature of Director

.....  
Signature of Director/Secretary

.....  
Name of Director

.....  
Name of Director/Secretary

**EXECUTED** for and on behalf of **[NAME**  
**OF INVESTOR & ACN/ABN]** in  
accordance with Section 127(1) of the  
*Corporations Act 2001* by authority of the  
Directors:

.....  
Signature of Director

.....  
Signature of Director/Secretary

.....  
Name of Director

.....  
Name of Director/Secretary

**EXECUTED** for and on behalf of [redacted]  
(ACN [redacted]) in accordance with Section  
127(1) of the *Corporations Act 2001*:

.....  
Signature of Sole Director/Secretary

.....  
Name of Sole Director/Secretary

**SIGNED SEALED AND DELIVERED** by  
[redacted] in the presence of:

.....  
Signature of Witness

.....  
Signature

.....  
Name of Witness

DRAFT

# **ANNEXURE “ C ”**

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**HOMEWORLD LEPPINGTON  
DISPLAY VILLAGE**

**DISPLAY VILLAGE  
FINANCIER'S AGREEMENT  
(INVESTOR)**

---

**HOMEWORLD LEPPINGTON PTY LTD**  
**ACN 639 907 207**  
*(Homeworld)*

AND

**[NAME OF INVESTOR & ACN/ABN]**  
*(the Investor)*

AND

**[NAME OF FINANCIER & ACN]**  
*(the Financier)*

**Stacks Law Firm**  
Suite 15, Level 1, Wharf Central  
75 Wharf Street  
TWEED HEADS NSW 2485  
T 07 5536 1311  
F 07 5536 4355

[www.stacklaw.com.au](http://www.stacklaw.com.au)

REF: DOC: <MatterNumber>

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**REFERENCE SCHEDULE**

- Item 1: The *commencement date*:
- Item 2: Name and Address of *Homeworld*: **Homeworld Leppington Pty Ltd ACN 639 907 207** of Castletons, Suite 1, Level 2, 3 Carlingford Road, Epping NSW 2121
- Item 3: Name and Address of the *Investor*: **[Name of Investor & ACN/ABN]** of **[Address of Investor]**
- Item 4: Name and Address of the *Financier*: **[Name of Financier & ABN]** of **[Address of Financier]**
- Item 5: The *display village*: Homeworld Leppington
- Item 6: The *lot*: Lot[s] **[insert lot number/s]** in Deposited Plan 1259193
- Item 7: The *encumbrance*: Mortgage in favour of the *Financier* registered on the *lot*.

## DESCRIPTION OF THE PARTIES

In this Deed:

*Homeworld* means the person described in Item 2 of the *reference schedule*.

*Investor* means the investor described in Item 3 of the *reference schedule*.

*Financier* means the financier described in Item 4 of the *reference schedule*.

### CLAUSE 1 – BACKGROUND

- 1.1 *Homeworld* operates the *display village*.
- 1.2 The *Investor* has purchased the *lot*, or has entered into the *sale contract*.
- 1.3 *Homeworld* and the *Investor* have entered into an *investor's agreement*.
- 1.4 The *Investor* proposes to grant to the *Financier* the *encumbrance*.
- 1.5 The *investor's agreement* entitles *Homeworld* to lodge a *caveat* over the *lot* and to require that the *Financier* enter into this Deed.

### CLAUSE 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*.

### CLAUSE 3 – RIGHTS AND OBLIGATIONS OF THE FINANCIER

- 3.1 If the *Financier* exercises a *power of sale* contained in the *encumbrance* it must be a condition of the exercise of that *power of sale* that the *transferee* enters into either a *builder's agreement* or an *investor's agreement*, as *Homeworld* in its discretion determines, which shall contain terms and conditions substantially the same as those contained in the *investor's agreement* entered into between *Homeworld* and the *Investor* (a copy of which the *Financier* acknowledges having received from the *Investor* prior to entering into this Deed) and *Homeworld's* costs in relation thereto (including *Homeworld's* legal costs) shall be borne by the *transferee*.
- 3.2 The *Financier* must:
  - (a) permit *Homeworld* to register a *caveat*;
  - (b) permit *Homeworld* to maintain a *caveat* on the title to the *lot*; and
  - (c) not take any action intended to have a *caveat* removed from the title to the *lot*.

## CLAUSE 4 – RIGHTS AND OBLIGATIONS OF HOMEWORLD

If the *transfer* is not yet registered at *Land Registry Services*, then:

- 4.1 *Homeworld* consents to registration at *Land Registry Services* of the *transfer* and agrees to provide a letter addressed to *Land Registry Services* confirming this consent.
- 4.2 *Homeworld* and the *Investor* must do all such acts matters and things and sign all such documents as may be necessary to permit registration of the *transfer*.

If the *encumbrance* is not yet registered at *Land Registry Services*, then:

- 4.3 *Homeworld* consents to registration at *Land Registry Services* of the *encumbrance* and agrees to provide a letter addressed to *Land Registry Services* confirming this consent.
- 4.4 *Homeworld* and the *Financier* must do all such acts matters and things and sign all such documents as may be necessary to permit registration of the *encumbrance*.
- 4.5 *Homeworld* agrees that as between *Homeworld* and the *Financier*, any amount payable to the *Financier* by the *Investor* pursuant to the *encumbrance* will have priority over any amount payable by the *Investor* to *Homeworld* pursuant to the *investor's agreement*.

## CLAUSE 5 – RIGHTS AND OBLIGATIONS OF THE INVESTOR

The *Investor* must satisfy all of the *investor's obligations*.

## CLAUSE 6 – GENERAL

### 6.1 *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 6.1(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 email address.

## 6.2 ***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.

## 6.3 ***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) This Deed, including counterparts of it, may be exchanged by any means, including electronically.
- (d) If this Deed has been exchanged electronically, a party may require that this Deed is again exchanged in hard (physical paper copy) form. If that happens, each party agrees to exchange a hard copy of this Deed when directed to do by another party.
- (e) If this Deed is signed by any parties using an *Electronic Signature*, the parties:
  - (i) agree to enter into this Deed in electronic form; and
  - (ii) consent to any party signing this Deed using an *Electronic Signature*.
- (f) Exchange may be effected by a party or their solicitor delivering the original signed counterpart or a facsimile to the other parties or their solicitor.

#### 6.4 **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.

#### 6.5 **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.

#### 6.6 **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*.

#### 6.7 **Costs**

- (a) The *Investor* and the *Financier* must pay their own legal costs in relation to this Deed.
- (b) The *Investor* must pay *Homeworld's legal costs* in relation to this Deed.

6.8 ***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.

DRAFT

## 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 has been approved by *Homeworld*.

*builder's agreement* means a deed in a form approved by *Homeworld* between *Homeworld* and an *approved builder*.

*business day* means a day on which banks in Sydney are open for business other than a Saturday or a Sunday.

*caveat* means a caveat pursuant to the provisions of the Real Property Act 1900 lodged by *Homeworld* in the form provided for in the *builder's agreement* and the *investor's agreement*.

*commencement date* means the date this Deed begins being the date referred to in Item 1 of the *reference schedule*.

*dictionary* means the dictionary comprising Schedule 1.

*display village* means the exhibition home display village described in Item 5 of the *reference schedule* of which the *lot* is a part and which is operated by *Homeworld*.

*Electronic Signature* means an electronic or digital method of signing and identifies a signatory for this Deed and that signatory's intention to sign this Deed.

*encumbrance* means the encumbrance in respect of the *lot* referred to in Item 7 of the *reference schedule*.

*GST* means the Goods and Services Tax under the *A New Tax System (Goods and Services Tax) Act* and other GST related legislation.

*Homeworld's legal costs* means the legal fees and disbursements (calculated on a solicitor and own client basis) payable by *Homeworld* to any solicitors.

*investor's agreement* means a deed in a form approved by *Homeworld* between *Homeworld* and a person to whom it is proposed the *lot* be transferred.

*investor's obligations* means the obligations of the *Investor* pursuant to the *investor's agreement*.

*Land Registry Services* means the office of the NSW Land Registry Services, or its successor.

*lot* means the lot in the *display village* identified in Item 6 of the *reference schedule*.

*power of sale* means a power of sale in respect of the *lot* arising under the *encumbrance* or under the provisions of the Real Property Act 1900.

*reference schedule* means the reference schedule comprising page 1 of this Deed.

*sale contract* means the Contract for Sale of Land pursuant to which the *Investor* is to purchase, or has purchased, the *lot*.

*transfer* means the transfer entered into pursuant to the *sale contract* by which the *Investor* will, upon registration of the transfer, become the registered proprietor of the *lot*.

*transferee* means a person to whom the *Financier* proposes to transfer the *lot* pursuant to exercise by the *Financier* of a *power of sale*.

## **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 *Homeworld's* sole and unfettered discretion.

DRAFT

**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

.....  
Signature of Director/Secretary

.....  
Name of Director

.....  
Name of Director/Secretary

**SIGNED SEALED & DELIVERED** by **[NAME]** in the presence of:

.....  
Signature of Witness

.....  
Signature

.....  
Name of Witness

**EXECUTED** for and on behalf of **[NAME AND ACN]** in accordance with Section 127(1) of the *Corporations Act 2001* by authority of the Directors:

.....  
Signature of Director

.....  
Signature of Director/Secretary

.....  
Name of Director

.....  
Name of Director/Secretary

**EXECUTED** for and on behalf of **[NAME AND ACN]** in accordance with Section 127(1) of the *Corporations Act 2001* by authority of the Director:

.....  
Signature of Sole Director/Secretary

.....  
Name of Sole Director/Secretary

**EXECUTED** for and on behalf of **[NAME AND ACN]** by its duly authorised officers:

.....  
Signature of Authorised Officer

.....  
Signature of Authorised Officer

.....  
Name of Authorised Officer

.....  
Name of Authorised Officer

**EXECUTED** for and on behalf of **[NAME AND ACN]** by its attorney/s under power of attorney no. \_\_\_\_\_ dated \_\_\_\_\_ who certify that they have no notice of revocation of the power:

.....  
Signature of Attorney

.....  
Signature of Attorney

.....  
Name of Attorney

.....  
Name of Attorney

DRAFT