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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor		
vendor's solicitor		Phone: Ref:
date for completion	Refer to clause 37 of the Contract	(clause 15)
land (address, plan details and title reference)	Lot 11 / 215 Macarthur Road and B Harland Road, Spring Farm NSW 2570 Proposed Lot 11 in an unregistered pre-allocated plan numbered DP1316318, being a lot to be created in, and forming part of, an unregistered plan of subdivision of Lot 11 in DP534539 and Lot 6149 in DP1228464 Part Folio Identifiers 11/534539 and 6149/1228464	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: Vacant land	
attached copies	☒ documents in the List of Documents as marked ☐ other documents:	
A real estate agent is permitted by <i>legislation</i> to fill up the items in this box in a sale of residential property.		
inclusions	☐ air conditioning ☐ clothes line ☐ fixed floor coverings ☐ range hood ☐ blinds ☐ curtains ☐ insect screens ☐ solar panels ☐ built-in wardrobes ☐ dishwasher ☐ light fittings ☐ stove ☐ ceiling fans ☐ EV charger ☐ pool equipment ☐ TV antenna ☐ other:	
exclusions		
purchaser		
purchaser's solicitor		
price	\$	
deposit	\$ _____	(10% of the price, unless otherwise stated)
balance	\$	
contract date	(if not stated, the date this contract was made)	

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

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

buyer's agent

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

SIGNING PAGE

GUARANTOR	PURCHASER
Signed by Guarantor Guarantor's name Guarantor's address Guarantor Guarantor's name Guarantor's address	Signed by Signed by:  A4C22C3098C8499... Purchaser Purchaser
VENDOR (COMPANY)	PURCHASER (COMPANY)
Signed for and on behalf of Macarthur 215 Pty Ltd (ACN 685 395 279) by its attorney under Power of Attorney Book 4838 No 357 registered in New South Wales and of which the attorney has no notice of revocation, in the presence of: Signature of witnessSignature of attorney Name of witnessName of attorney Address of witness	Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: Signature of authorised personSignature of authorised person Name of authorised personName of authorised person Office heldOffice held

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

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☐ NO ☒ yes**GST:** Taxable supply☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

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

Purchaser must make 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: Trustee for Crown Trust 78

Supplier's ABN: 91 729 331 001

Supplier's GST branch number (if applicable):

Supplier's business address: Level 5, Suite 502, 95 Pitt Street, Sydney NSW 2000

Supplier's representative:

Supplier's contact phone number: 02 8259 8009

Supplier's proportion of **GSTRW payment**: 100%**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW** rate (residential withholding rate): \$Price x 7%Amount must be paid: ☒ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☒ NO ☐ yes

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

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

List of Documents

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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 <i>served</i> 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 – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 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</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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 – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as 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 *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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 *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 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.

215 Macarthur Road, Spring Farm NSW 2570

Additional Clauses

33. Interpretation

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

34. Amendments to Printed Clauses

The Printed Clauses are amended in the corresponding column headed ‘Amended Clause’ described in the table below:

Printed Clause	Amended Clause
2.2	Delete the word “Normally”.
2.4.1	Delete.
2.4.2	Delete.
2.9	Delete in its entirety and replace with “The parties acknowledge that the deposit will not be invested and the depositholder is not required to invest the deposit.”
7.1	Delete “that are not” and replace with “including”.
7.1.1	Delete.
7.1.3	Delete “14” and replace with “7”.
7.2.2	Delete.
7.2.5	Delete.
12.3	At the end of the sentence after the word “completion” delete the full stop (“.”) and replace with a coma (“,”) and add the following: <i>“provided that a visual inspection of the Property through a non-solid fence is an inspection” for the purposes of this clause 12.3.”</i>
14.4.2	Delete.
19	After clause 19.2, insert additional clause 19.3 as follows: <i>“19.3 Notwithstanding the provisions under clause 19.2.3, the Purchaser's only remedy for a breach of warranty prescribed by the Conveyancing (Sale of Land) Regulation 2022 (NSW) is the remedy prescribed by that regulation.”</i>
28	Delete.
29	Delete.

35. Definitions

In addition to the definitions stated in printed clause 1 of this Contract, unless the context requires otherwise, the following words when used in a defined sense have these meanings in this Contract:

Approvals means any approval required from an Authority to enable completion of the works required for the subdivision and registration of the Plan including such approvals as comprise the Development Approval.

Authority means any government, administrative, fiscal or judicial body, department, commission, tribunal, agency, Minister, statutory body or entity having jurisdiction and any other competent Authority whose approval is required under the Development Approval and includes the NSW Land Registry Services, Council, any principal certifying authority and any Service Provider.

BEP means the draft Building Envelope Plan attached to this Contract prepared or approved by the Vendor or an Authority that shows the permissible building area for the Lot, including any restrictions on the location of buildings, setbacks, or other design controls, and includes any amended or replacement BEP notified by the Vendor from time to time (if applicable).

BEP Lots means the lots specified in Item 8 of the Key Particulars and identified as subject to a building envelope plan on the BEP, as annexed to this Contract or as otherwise notified by the Vendor (if applicable).

Completion means completion of this Contract.

Council means the council specified in Item 3 of the Key Particulars.

Date for Completion means the date specified, or otherwise determined, for completion of this Contract pursuant to clause 37.

Depositholder means Easier4u Conveyancing.

Development means the development of the Development Site as approved or proposed to be approved by the relevant Authorities, including but not limited to any subdivision, construction of infrastructure, and other related works to facilitate the creation and sale of the Lot.

Development Application means the development application in Item 1 of the Key Particulars lodged with Council for the subdivision of the Development Site or any subsequent modification of that development application.

Development Approval means development consent granted to the Development Application, either by Council or pursuant to an order or decision of the Land and Environment Court, including approval granted in respect to any subsequent modification of that Development Application.

Development Site means land described in Item 2 of the Key Particulars.

Development Works means all works required to be carried out in connection with the subdivision of the Development Site pursuant to the Development Approval, including (without limitation) the construction, installation, or provision of roads, drainage, earthworks, utility infrastructure, landscaping, signage, footpaths, accessways, and any other works required by any Authority or condition of the Development Approval.

Interest rate means 10% per annum.

Item means the corresponding numbered item in the Key Particulars set out in Schedule 1.

Key Particulars means the table headed "Key Particulars" set out in Schedule 1.

Land Tax Year means the period commencing on 1 January in a year and ending at midnight on 31 December of the same year.

Lot means the proposed lot identified as the Property in this Contract, to be created upon registration of the Plan, which will be the subject of a separate folio of the Register following such registration.

Other Documents means any documents annexed at Schedule 2.

Plan means the draft plan attached to this Contract and any unregistered plan of subdivision referred to in the description of the land on the front page of this Contract, any plan to be registered before that plan is registered and any document to be lodged with that plan, as may be amended from time to time.

Printed Clause(s) means the printed clause(s) attached to, and forming part of, this Contract for the Sale and Purchase of Land 2022 edition.

Property means the proposed Lot in the Plan purchased by the Purchaser, as identified on the front page of this Contract.

Register means the register of titles maintained by the Registrar-General under the *Real Property Act 1900 (NSW)* and administered by NSW Land Registry Services, which records ownership and interests in land in New South Wales.

Registered Documents means copies of the following documents, each of which has been registered with NSW Land Registry Services:

- (a) the Plan;
- (b) the Section 88B Instrument (if applicable); and
- (c) any other document registered in association with the Plan.

Registration Notice means a notice served by the Vendor on the Purchaser notifying the Purchaser that the Plan has been registered.

Schedule means any Schedule attached to this Contract.

Section 88B Instrument means the draft Section 88B Instrument attached to this Contract (if applicable) to be registered with the Plan, as amended from time to time.

Services means the utility services available to the Property as at Completion, as specified in Item 7 of the Key Particulars.

Sunset Date means the date set out in Item 4 of the Key Particulars (or such later date as may be extended under clause 55) by which the Plan must be registered.

36. Deposit

- (1) The deposit shall be held in the Vendor's conveyancer's trust account and will not be invested.
- (2) The Purchaser authorises the Vendor's conveyancer to withdraw the deposit on the scheduled completion date and upload it as source funds into the relevant PEXA workspace for the purpose of accounting for the deposit at completion in accordance with this Contract.
- (3) The Purchaser agrees to provide the Vendor with an order on the agent prior to completion, authorising the release of the deposit to the Vendor, to be held in escrow pending successful Completion.
- (4) If the Vendor's conveyancer has withdrawn the deposit in accordance with clause 36(2) but completion is delayed, the deposit shall be retained in the trust account until the parties have agreed to a revised completion date.

37. Date for Completion

Completion of this Contract must take place on the later of:

- (a) 21 days after the date on which the Vendor serves a Registration Notice on the Purchaser in accordance with this Contract; or
- (b) 21 days after the date on which the Vendor serves on the Purchaser copies of all Registered Documents.

38. Notice to complete

If a party is entitled to serve a notice to complete, a period of not less than fourteen (14) days after the date of service of any such notice to complete is deemed a reasonable time for completion pursuant to any such notice making the time of the essence. The notice to complete may be withdrawn at any time by the party that served it, without prejudice to its right to serve a further notice to complete.

39. Delay by Purchaser

- (1) Without prejudice to any other rights, powers or remedies available to the Vendor and notwithstanding any other provision of this Contract, if, for any reason not solely attributable to the Vendor, the Purchaser does not pay the balance of the Price to the Vendor by the Date for Completion determined in accordance with this Contract, the Purchaser must, on Completion, pay the Vendor the following amounts as liquidated damages:
 - (a) Interest at the Interest Rate on the unpaid balance of the Price, calculated daily from (but excluding) the Date for Completion up to and including the actual date of Completion. This amount is agreed between the parties to be a genuine pre-estimate of the loss likely to be suffered by the Vendor as a result of the delay, including but not limited to lost interest on the purchase price, liability for rates and outgoings, and associated holding costs. The Purchaser need not pay this interest during any period in which the Purchaser is ready, willing, and able to complete, and completion cannot occur solely because the Vendor is unable to complete.
 - (b) Legal Costs (Notice to Complete) – if the Vendor issues a Notice to Complete under clause 38, the Purchaser must pay the Vendor \$300.00 plus GST. This amount is agreed to be a genuine pre-estimate of the Vendor's additional legal expenses, and is to be paid by the Purchaser as an adjustment in favour of the Vendor on Completion.
 - (c) Legal Costs (Settlement Cancellation) – if the Purchaser or the Purchaser's mortgagee cancels a booked settlement and reschedules to another date after settlement arrangements have been made, the Purchaser must pay the Vendor \$300.00 plus GST for each cancellation. This amount is agreed to be a genuine pre-estimate of the Vendor's legal costs arising from the cancellation and rescheduling, and is to be paid by the Purchaser as an adjustment in favour of the Vendor on Completion.
- (2) The Purchaser acknowledges that the obligations under this clause are essential terms of this Contract. The Vendor is not obliged to complete the Contract unless the Purchaser has paid all liquidated damages due under this clause at Completion.

40. Adjustments

(1) Council Rates

If a separate assessment for Council rates in respect of the Property for the year current at Completion has not been issued by Council as at Completion, then:

- (a) For the purposes of this clause, "*year current at Completion*" means the rating year in which Completion occurs;
- (b) No regard is to be had to any actual Council rate assessment that may later be issued in respect of the Property for the year current at Completion;
- (c) The parties agree that Council rates shall be taken to be the amount specified in Item 5 of the Key Particulars for the year current at Completion, and adjustment must be made on an unpaid basis, meaning that the Vendor will allow in favour of the Purchaser on Completion the Vendor's share of that amount, calculated from the date of registration of the Plan to the date of Completion;
- (d) The Purchaser is responsible for payment of all Council rates assessed in respect of the Property for the year current at Completion, including any assessment issued after Completion; and
- (e) The Vendor is responsible for payment of any outstanding Council rates assessed in respect of the land comprising the Development Site for the year current at Completion, to the extent necessary to ensure that no Council rate charge remains outstanding on the Property as at Completion.

(2) Land Tax

- (a) The Vendor requires an adjustment for land tax in respect of the Land Tax Year current at Completion. On Completion, the Purchaser must adjust in the amount specified in Item 6 of the Key Particulars for the Land Tax Year, without regard to any actual land tax assessment issued in respect of the Property for that year.
- (b) The Vendor must, on or before Completion, pay or procure payment of any land tax assessed in respect of any land comprising the Development Site (including the Property) for the Land Tax Year current at Completion, to the extent necessary to ensure the Property is not subject to any charge for unpaid land tax at Completion.
- (c) If Completion occurs on or before the Date for Completion and is not delayed due to any default or act or omission of the Purchaser, the Purchaser's contribution to land tax at Completion will be capped at \$1,500.00. That is, if the adjustment under clause 40(2)(a) would otherwise require the Purchaser to contribute more than \$1,500.00, the Purchaser will only be required to contribute a maximum of \$1,500.00 at Completion.

41. Death, incapacity, bankruptcy or insolvency

- (1) The Vendor may rescind this Contract, if the Purchaser is a natural person who and where there is more than one, either Purchaser, dies or becomes incapable because of unsoundness of mind, to manage the Purchaser's own affairs.
- (2) The Vendor may terminate this Contract if:
 - (a) the Purchaser is a natural person and is declared bankrupt or enters into any scheme with, or makes any assignment of this estate for the benefit of, the Purchaser's creditors;
 - (b) the Purchaser is a company, which resolves to go into liquidation, has a petition for its winding-up presented and not withdrawn within 30 days of presentation, enters into a scheme of arrangement with its creditors under the *Corporations Act 2001* (Cth) or similar legislation or has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed.
- (3) If anything in clause 41(2) occurs, then the Purchaser has failed to comply with an essential term of this Contract.
- (4) The Vendor may rescind or terminate this Contract under this clause 41, without affecting any of its other rights under this Contract or at law or in equity.

42. No Caveat

The Purchaser must not and is prohibited from lodging a caveat for notation on any land forming part of the Development Site and the Property before registration of the Plan. The Purchaser irrevocably nominates and appoints the Vendor, each director and secretary of the Vendor both jointly and severally to be the Purchaser's attorney and in the Purchaser's name, as the Purchaser, to act and authorise the removal of any caveat lodged by the Purchaser and execute any necessary forms to withdraw such caveat. This clause is an essential term of this Contract.

43. Restriction on Re-Sale

The Purchaser expressly acknowledges and agrees that the Purchaser will not, without the prior written consent of the Vendor (which consent may be withheld in the Vendor's absolute discretion), advertise or list the Property or the Purchaser's benefits under this Contract for sale, sell, transfer, mortgage or otherwise encumber or in any other way whatsoever deal with the Property or any part of it or the Purchaser's rights or interest in or under this Contract prior to completion of this Contract.

44. Purchaser's Warranty as to Financial Capacity

(1) The Purchaser warrants to the Vendor that:

- (a) the Purchaser does not require finance to complete the purchase of the Property; or
- (b) if finance is required, the Purchaser is satisfied they will obtain finance on terms and conditions acceptable to them in sufficient time to comply with all of the Purchaser's obligations under this Contract; and
- (c) the Purchaser has, or will have by Completion, sufficient financial resources to pay the balance of the Price and all other monies payable under this Contract, including (without limitation) stamp duty, registration fees, legal costs, and any applicable adjustments.

(2) The Purchaser acknowledges and agrees that:

- (a) any delay or failure in obtaining finance, or any change in the Purchaser's financial circumstances is entirely at the Purchaser's own risk;
- (b) obtaining finance is not a condition of this Contract and does not affect the Purchaser's obligation to complete in accordance with the terms of this Contract;
- (c) the Purchaser is not relying on any representation, warranty, statement or assurance (whether written or oral) made by or on behalf of the Vendor or the Vendor's agents regarding the availability, suitability, or approval of finance;
- (d) the Purchaser is solely responsible for securing all necessary finance required for Completion; and
- (e) the Purchaser's failure or inability to obtain finance, for any reason whatsoever, shall not entitle the Purchaser to:
 - (i) delay or refuse to complete this Contract;
 - (ii) rescind, terminate, or avoid this Contract; or
 - (iii) make any claim against the Vendor for compensation, damages, interest or other relief.

(3) The Purchaser warrants that prior to entering into this Contract they have obtained, or have had the opportunity to obtain, independent financial and legal advice in relation to:

- (a) their financial capacity to perform their obligations under this Contract; and
- (b) the risks associated with entering into this Contract, including the risk of relying on finance that is not yet approved or unconditional.

45. Requisitions on Title

It is hereby agreed that the only form of general Requisitions on Title that the Purchaser shall be entitled to raise pursuant to Printed Clause 5 shall be in the form of Requisitions on Title annexed hereto to this Contract.

46. Purchaser's Acknowledgements, Representations and Warranties

(1) The Purchaser acknowledges, represents and warrants that:

- (a) in entering into this Contract the Purchaser is relying on their own inspection, knowledge and inquiries and the Purchaser is not relying in any manner whatsoever on any statement, promise, warranty or representation made by or behalf of the Vendor, its employees or its agent(s) whether oral or in writing other than those expressly contained in this Contract or in legislation.

- (b) the Purchaser obtained appropriate independent advice in relation this Contract and has satisfied itself in respect of:
 - (i) the Purchaser's rights and obligations under this Contract;
 - (ii) the encumbrances affecting the Property;
 - (iii) the purposes for which the Property may be lawfully used;
 - (iv) the planning restrictions on or in respect of the Property and the use to which the Property may be put and the development potential of the Property and as to any approvals granted or required by any relevant Authority in relation to the use and development of the Property;
 - (v) the value of the property from its own independent valuations and reports; and
 - (vi) the present and future economic feasibility and economic return of the Property.
- (c) the Purchaser acknowledges that the sewer diagram attached to this contract is that currently available from Sydney Water and that as at the date of this Contract a sewer service diagram for the Property may not be available as the Property relates to an unregistered Plan and the Purchaser shall not be entitled to make any objection, requisition or claim, or delay completion due to the lack of a sewer diagram.
- (d) the Purchaser acknowledges that they have made their own inquiries regarding any environmental, planning, or regulatory conditions affecting the Property, including any requirements for bushfire protection, noise attenuation, or other measures, and are satisfied with the Property in this respect.
- (e) the Purchaser acknowledges that they have reviewed and are aware of the current and proposed zoning of the Property, and any applicable land use restrictions or controls. The Purchaser accepts the Property subject to these zoning laws and restrictions.
- (f) the Purchaser acknowledges that both before and after completion, the Vendor and the persons authorised by the Vendor are entitled to and will conduct selling and leasing activities on the Development Site, place and maintain in or and about the Development Site (but not the Property) signs in connection with those selling and leasing activities and place and maintain in or and about the Development Site (but not the Property) an office or other facility or both for salespersons.
- (g) if the Property is a BEP Lot, the Purchaser acknowledges and agrees that:
 - (i) the Property is subject to a building envelope plan;
 - (ii) the Purchaser has received, read and understood the BEP and the terms of any restriction on the use of land contained in the Section 88B Instrument that relates to the BEP; and
 - (iii) the Purchaser is satisfied in all respects with the BEP and the relevant restrictions, and warrants not to raise any objection, requisition or claim for compensation in respect of the same.
- (h) the Purchaser acknowledges the Vendor's disclosure that the Vendor may have done or do earthworks on the Property in preparing the land for subdivision and this may have filled, raised, levelled or cut some of the Property. The Purchaser can't requisition, claim or object about any matter arising from such earthworks.
- (i) the Purchaser warrants that the Purchaser was not introduced to the property or the Vendor by any agent or other person entitled to claim commission as a result of this sale (other than the Vendors agent, if any, specified in this Contract). The Purchaser will indemnify the Vendor against any claim for commission by any other 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 clause shall not merge on completion.
- (j) the Purchaser warrants to the Vendor that it either does not require or has obtained the consent of the Treasurer of the Commonwealth of Australia under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) and any other consent or approval whatsoever that may be necessary to enable the Purchaser to validly enter into and be bound by this Contract. The Purchaser hereby indemnifies and must keep indemnified the Vendor against any penalties, fines, legal costs, claims, loss or damage suffered as a result of or arising out of or in connection with a breach of the Purchaser of its warranty contained in this clause. This clause shall not merge on completion.
- (k) the Purchaser has not relied on any representations made by or on behalf of the Vendor in relation to the anticipated date of registration of the Plan.
- (l) the Purchaser is solely responsible for any additional costs that the Purchaser incurs due to any delay in the registration of the Plan. This includes any extra expenses under the Purchaser's own building contract related to the Property.

- (m) the Purchaser accepts the Property in the Property's state of repair and condition at the Completion Date and subject to all latent and patent defects. The Purchaser must not make a claim or requisition or rescind or terminate this Contract in respect of the state of repair or condition of the Property on Completion or any latent or patent defects or any other matter referred to in this clause.

- (2) The Purchaser acknowledges that in entering into this contract the Vendor has relied on the warranties, representations, and acknowledgments given by the Purchaser in this clause 46 and forms a crucial part of the agreement between the Purchaser and the Vendor and are provided by the Purchaser as a material inducement for the Vendor to enter into this Contract. Any breach of these warranties or representations by the Purchaser shall entitle the Vendor to pursue all available remedies under this Contract or at law or in equity.

47. Purchaser as Trustee

- (1) If the Purchaser is entering into the Contract as trustee of a trust, then the Purchaser makes the following warranties and representations to the Vendor:
 - (a) The Purchaser is the only trustee of the trust and will remain as trustee of the trust until completion;
 - (b) No action has been taken to remove the Purchaser as trustee of the trust;
 - (c) The Purchaser has power under the trust deed to enter into and observe its obligations under this Contract and it has entered into this Contract in its capacity as trustee of the trust;
 - (d) The Purchaser has in full force and effect the authorisations necessary to make this Contract, perform the obligations under this Contract and allow this Contract to be enforced (including under the trust deed and the Purchaser's constitution);
 - (e) The Purchaser has or will have access to the investments, cash and other Property actually vested in the Purchaser or received by it from time to time in accordance with the provisions of the trust deed in relation to liabilities incurred under this Contract;
 - (f) The Purchaser is not in default under the trust deed; and
 - (g) No action has been taken or proposed to terminate the trust.
- (2) The Purchaser agrees to provide the Vendor with a copy of the trust deed within two (2) business days upon request from the Vendor.

48. Guarantee and Indemnity

(1) Director's or Trustee Guarantees

If the Purchaser is:

- (a) a company, the Purchaser must provide the full names and residential addresses of all directors of the company;
- (b) a company acting as trustee of a trust, the Purchaser must provide the full names and residential addresses of all directors of the company and, if required by the Vendor, the full names and addresses of all principal or adult beneficiaries of the trust;
- (c) an individual acting as trustee of a trust, the Purchaser must provide their personal details and, if required by the Vendor, the full names and addresses of the principal beneficiaries of the trust,

(each a Guarantor, and together the Guarantors), and each Guarantor must be identified and execute this Contract on the signing page.

This Contract shall not be binding on the Vendor unless and until all Guarantors have duly executed this Contract.

(2) Guarantor's Obligations

- (a) In consideration of the Vendor entering into this Contract with the Purchaser at the request of the Guarantor, each Guarantor unconditionally and irrevocably:
 - (i) guarantees to the Vendor the due and punctual performance by the Purchaser of all obligations, covenants, and undertakings under this Contract; and
 - (ii) indemnifies and holds harmless the Vendor against any loss, damage, cost or expense (including legal costs on a full indemnity basis) suffered or incurred by the Vendor as a result of any breach or non-performance by the Purchaser of its obligations under this Contract, for any reason whatsoever.
- (b) This guarantee and indemnity is a continuing obligation and is not discharged or affected by:

- (i) any variation, assignment, novation, extension, waiver or other indulgence granted by the Vendor to the Purchaser;
 - (ii) any settlement, compromise or release between the Vendor and the Purchaser; or
 - (iii) the liquidation, administration, insolvency or bankruptcy of the Purchaser or any Guarantor.
- (c) The Vendor may enforce this guarantee and indemnity and recover any amount payable under it from any Guarantor:
 - (i) without first having to make demand upon or commence proceedings against the Purchaser; and
 - (ii) regardless of whether any steps have been taken to recover the amount from the Purchaser.
- (d) This guarantee and indemnity binds each Guarantor and their respective executors, administrators, successors, and assigns, and enures for the benefit of the Vendor and any of its successors or assigns under this Contract.

49. Privacy Act Compliance

- (1) The Purchaser acknowledges and consents to the Vendor collecting the Purchaser's personal information in connection with the Vendor's activities, including in connection with the preparation, execution and management of this Contract and may be disclosed by the Vendor:
 - (a) if required or authorised by law;
 - (b) if required to support any application made by the Vendor;
 - (c) to comply with the Vendor's obligations or to enforce its rights under this Contract; or
 - (d) to any one or more of the following:
 - (i) any advisor engaged in respect to the Property or the Development Site;
 - (ii) any person in connection with a proposed sale of any part of the Development Site containing the Property;
 - (iii) any agent engaged by the Vendor and notified to the Purchaser;
 - (iv) any contractor or Authority engaged and involved in the construction, finishing or management of the Property or the Development Site;
 - (v) the Vendor's financier for the purpose of satisfying funding requirements.
- (2) The parties agree that this clause shall not merge on Completion.

50. Vendor as Trustee

- (1) Despite any other provision of this Contract, the Vendor enters into this Contract in its capacity as trustee and in no other capacity.
- (2) Any liability or obligation of the Vendor arising under or in connection with this Contract:
 - (a) is limited; and
 - (b) can be enforced against the Vendor only to the extent to which it can be satisfied out of the Property of the Trust out of which the Vendor is actually indemnified for the liability under the trust deed.
- (3) The limitation of the Vendor's liability under this clause 50 applies despite any other provision of this Contract and extends to all liabilities and obligations of the Vendor in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to the Contract
- (4) Despite any other provision of this Contract, the Vendor is not obliged to do or refrain from doing anything under this Contract unless its liability is limited in the manner set out in this clause 50.
- (5) The Purchaser must not take any action of any kind against the Vendor in any capacity other than as the trustee of the trust.
- (6) Despite any other provision of this Contract:
 - (a) the limitation of the Vendor's liability under this clause 50 will, subject to clause 50(6)(b), not apply to any obligation or liability of the Vendor to the extent that it is not satisfied because there is a reduction in the extent of the Vendor's indemnification out of the assets of the Trust as a result of the Vendor's fraud, negligence or breach of trust; and
 - (b) nothing in this clause 50 shall make the Vendor liable to any claim for an amount greater than the amount which the Purchaser would have been able to claim and recover from the assets of the trust in relation to

the relevant liability if the Vendor's right of indemnification out of the assets of the trust had not been prejudiced by fraud, negligence or breach of trust.

51. Vendor assignment of rights

- (1) The Purchaser acknowledges that the Vendor may transfer or encumber part or all of its interest in the Property to any third party before the Completion Date and the Purchaser consents to any assignment or novation of the rights and obligations of the Vendor under this Contract.
- (2) If the Vendor assigns or novates its rights and obligations under this Contract, the Purchaser will sign any document (that the Vendor determines is necessary to provide the Purchaser with the same rights and obligations from and to the assignee as exist from and to the Vendor under this Contract) between the Vendor and the Purchaser and an assignee or third party as required by the Vendor in respect of that assignment or novation.
- (3) The Vendor indemnifies the Purchaser against any stamp duty liability arising in consequence of the application of this clause, but the Purchaser is not otherwise entitled to make an objection, requisition or claim for compensation or to rescind, terminate, or delay completion of this Contract as assigned or novated.
- (4) If the Purchaser executes any documents required by the Vendor under this clause, the Vendor will credit the Purchaser \$500.00 plus GST towards legal fees upon completion.

52. Rescission

(1) Time limit

The Purchaser must exercise any right to rescind under this Contract within seven (7) days of the Purchaser being notified of a matter that gives the Purchaser the right to rescind.

(2) Purchaser's waiver

If the Purchaser does not rescind this Contract within the period stipulated in clause 52(1) the right to rescind is waived by the Purchaser.

53. General provisions

(1) Entire agreement

(a) In relation to its subject matter, the Contract:

- (i) constitutes the entire agreement between the parties; and
- (ii) supersedes and cancels any Contract, understanding, negotiation, deed, arrangement, collateral arrangement, condition, warranty, indemnity or representation imposed, given or made by a party (or agent of a party) before the Contract date.

(b) The Purchaser acknowledges and agrees that in entering into the Contract it has not relied on any representations made by the Vendor (or its agents or employees) other than as expressly set out in this Contract.

(2) Severance

If any provision of this Contract is illegal, unenforceable or invalid in any jurisdiction:

- (a) the provision is ineffective in that (but no other) jurisdiction to the extent of the illegality, unenforceability or invalidity; and
- (b) all other provisions of this Contract continue in full force and effect in that and any other jurisdiction.

(3) Counterparts, Email

- (a) This Contract may be executed in more than one counterpart and by e-mail.
- (b) An executed counterpart sent by email to a party is deemed to be a validly executed counterpart as if it were the original.
- (c) Pursuant to provisions under the Electronic Transactions Act 2000 (NSW), the parties agree to receive this Contract by and associated information by electronic means and to provide information by electronic means if requested and the parties agree that any e-mail versions of the signed Contract shall be binding as if the original or email copies had been signed by the parties.

(4) **Governing law, jurisdiction and service of process**

(a) **New South Wales law**

This Contract is governed by and construed under the law in the State of New South Wales.

(b) **Jurisdiction**

Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

(c) **Service**

Any document in an action (including any writ of summons or other originating process of any third or other party notice) may be served on any party by being delivered to or left for that party at that party's solicitor's or conveyancer's address.

(5) **Amendments**

Any amendment to this Contract has no force or effect, unless effected by a document executed by or on behalf of the parties.

(6) **Waiver**

Any failure by the Vendor to exercise or enforce, a delay in exercising or enforcing or a partial exercise or enforcement of any power, right or remedy under this Contract does not operate as a waiver of, or preclude the exercise or enforcement or any other or further exercise or enforcement of, that power, right or remedy by the Vendor.

(7) **Further assurance**

Each party must execute any document and perform any action necessary to give full effect to the Contract, whether before or after performance of the Contract.

(8) **Annexure**

The Vendor does not warrant the accuracy or completeness of any document or Plan annexed to or referred to in an annexure to this Contract.

(9) **No merger**

Unless otherwise expressly stated in this Contract, the rights and obligations of a party under this Contract will not merge on completion and will survive after completion.

54. Registration of Plan

The Vendor shall obtain consent of Council to the Plan substantially in the form attached to this Contract and thereafter will lodge the Plan at NSW Land Registry Services for registration. If the Plan has not been registered by the Sunset Date either party may at any time thereafter, but prior to the Plan being registered, rescind this Contract by notice in writing given to the other, provided that where the Purchaser rescinds this Contract, the Purchaser must serve the Vendor with a valid notice of rescission no later than seven (7) days after the Sunset Date, time being of the essence.

55. Extension of Sunset Date

- (1) The Vendor, at its sole discretion, may extend the Sunset Date by providing written notice to the Purchaser, specifying the new date. The Vendor may extend the Sunset Date multiple times, provided that the total extension does not exceed twelve (12) months.
- (2) The Purchaser agrees that any extension of the Sunset Date by the Vendor, for a period (or periods) not exceeding twelve (12) months in total, is fair and reasonable. The Purchaser shall not raise any requisition, make any claim, delay completion, or rescind or terminate this Contract as a result of the Vendor exercising its rights under this clause 55.
- (3) Upon the Vendor serving notice to the Purchaser, the Sunset Date is automatically extended to the date specified in the notice. The Vendor's notice is final and binding on both parties.

56. Alterations to the Plan

- (1) All lot numbers, dimensions, easements and areas shown on the Plan are provisional only. The Vendor reserves the right to make any alterations to the Plan to satisfy the requirements of the Vendor and as may be required to obtain the approval thereof by the Council or any other relevant Authority and registration at NSW Land Registry Services, without prior notice to the Purchaser.
- (2) The Purchaser shall not make any objection, requisition or claim for compensation in respect of any minor alteration or variation between the Plan and the registered Plan.
- (3) For the purposes of this clause, a "minor alteration or variation" means:
 - (a) an alteration or variation that does not materially affect the Property or the Purchaser's proposed use or enjoyment of the Property; and
 - (b) an alteration or variation that does not result in a change to the area of the Property exceeding 2.5%.
- (4) If an alteration or variation is other than a minor alteration or variation, the Purchaser may by written notice rescind the Contract, provided that the notice is served within seven (7) days (time being of the essence) from the earlier of:
 - (a) the date of service of notice of the alteration or variation; or
 - (b) the date of service of the Registration Notice,

and Printed Clause 19 shall apply.

57. Easements and covenants on title

The Purchaser acknowledges that there will be created on the title the easements and covenants referred to in the Section 88B instrument a copy of which is annexed to this Contract. The Vendor reserves the right to make any alterations to the Section 88B instrument as may be required to obtain the approval thereof by Council, electricity authority and other relevant Authority and registration at NSW Land Registry Services.

58. Fencing

The Vendor discloses that the Vendor is not providing fencing for the Property and is not required to contribute to the cost of fencing the Property, even though the Vendor may own land adjoining the Property.

59. Street Address

The street address referred to on the front page of the Contract is indicative only. The final street address for the Lot may change upon registration of the Plan and allocation by relevant Authority. The Purchaser shall not make any claim or requisition in relation to any such change.

60. Footpaths

The Vendor discloses, and the Purchaser acknowledges that the Vendor may procure the construction of the footpath adjacent to the Property in accordance with Authority requirements and footpaths, street trees and road verge turfing are the property of Council and the Vendor is not responsible for reinstating damage caused by third parties after Completion.

61. Services

- (1) The Vendor warrants that on Completion, the Property will have available for connection the Services specified in Item 7 of the Key Particulars, subject to the requirements of the relevant Service Provider. The Services will be taken to be available whether they are located in a roadway or adjacent public area.
- (2) The Purchaser acknowledges and agrees that:
 - (a) The Purchaser is solely responsible for arranging, at its own cost, all necessary connections and approvals from relevant Service Providers for the provision of Services to any dwelling or structure constructed on the Property. The Vendor shall have no liability in respect of any such connections or associated costs.
 - (b) the provision of Services may be affected by availability, staging, or Service Provider conditions outside the Vendor's control;
 - (c) the Purchaser shall accept the location of the Services on Completion and will not make any objection, requisition, or claim for compensation nor have any right of rescission in respect of the provision and location or proposed location of the Services.

62. Other Documents

- (1) The Vendor discloses and the Purchaser acknowledges and agrees that the Other Documents are provided by the Vendor for the Purchaser's information and assistance, but which are not prescribed documents for the purposes of section 52A of the *Conveyancing Act 1919 (NSW)* or the *Conveyancing (Sale of Land) Regulation 2022 (NSW)*.
- (2) The Other Documents are general reference materials relating to the Development Site and do not form part of this Contract. The Purchaser acknowledges that they are provided without any representation or warranty by the Vendor as to their accuracy, completeness or current applicability.
- (3) The Purchaser acknowledges that the Other Documents may be amended, replaced, or removed by the Vendor at any time prior to registration of the Plan, including to:
 - (a) comply with any Development Approval or conditions of consent;
 - (b) satisfy any requirement of Council or any other relevant Authority; or
 - (c) accommodate changes to the Vendor's development plans or staging of the Development Site.
- (4) The Purchaser agrees that:
 - (a) the Vendor does not make any representation or warranty regarding the accuracy, completeness, or currency of the Other Documents; and
 - (b) the Purchaser must not rely on the Other Documents and is responsible for making its own enquiries and obtaining its own advice in relation to the Development Site and the Property.
- (5) The Purchaser must not:
 - (a) make any objection, requisition or claim for compensation;
 - (b) delay completion; or
 - (c) rescind or terminate this Contract,

in relation to or arising from any matter disclosed in, or any amendment to or removal of, the Other Documents.

63. Vendor's Disclosures

(1) Development Approval

- (a) To facilitate the Development and the carrying out of the Development Works, the Vendor may (but is not obliged to), from time to time and at its sole discretion:
 - (i) amend, vary or modify any Development Approval; and/or
 - (ii) apply for and obtain any additional or substituted approvals, consents or certificates (including subdivision approvals, construction certificates, complying development certificates and modification approvals) under the *Environmental Planning and Assessment Act 1979 (NSW)*, the *Local Government Act 1993 (NSW)* or any other applicable law or requirement of any Authority.
- (b) The Purchaser acknowledges that the Council or any other Authority may impose additional, varied, or substituted conditions in connection with any amendment, variation, modification, or approval obtained under clause 63(1)(a) and that the Vendor shall not be liable to the Purchaser in respect of any such conditions.
- (c) The Purchaser:
 - (i) consents to any amendment, variation or modification of the Development Approval and the grant of any additional or substituted approval or consent by any Authority;
 - (ii) must not make any objection, requisition, claim for compensation or delay settlement in respect of any such amendment, variation, modification or imposition of conditions; and
 - (iii) acknowledges that such changes may result in amendments to the Development, the Development Works, the final Plan, or the configuration, lot numbering, location, area or dimensions of the Lot, provided that such amendments do not materially prejudice the Purchaser's rights under this Contract.

(2) Staged Development

The Vendor discloses that:

- (a) the Vendor may carry out the subdivision of the Development Site in stages comprising a number of lots and may configure the lots as it chooses, in its absolute discretion or as required under the Development Approval;
- (b) the Vendor may elect, at the absolute discretion of the Vendor, to delay the subdivision of a stage in the subdivision of the Development Site and/or not subdivide a stage should it determine it is not in the best interests of the Vendor to do so.

(3) Registered Proprietor

The Vendor discloses that, as at the date of this Contract, it may not be the registered proprietor of all or part of the land comprising the Development Site. The Vendor is, however, entitled to become the registered proprietor pursuant to contracts for sale between it and the current registered proprietors of the Development Site.

If, for any reason, the Vendor's contract for the purchase of all or any part of the Development Site is rescinded or terminated and the Vendor is not the registered proprietor of the Development Site by the Sunset Date, either party may rescind this Contract by written notice to the other, and Printed Clause 19 will apply.

(4) Purchaser Acknowledgment and Non-Objection

The Purchaser:

- (i) acknowledges and accepts the matters disclosed in this clause 63; and
- (ii) must not make any claim, requisition or objection, delay Completion, or rescind or terminate this Contract, in relation to any matter described or referred to in this clause.

64. Development Works

- (1) The Purchaser acknowledges that the Vendor may, at its own cost, carry out Development Works, whether before or after Completion, on or near the Development Site to satisfy Council requirements or for the benefit of adjoining or nearby lots.
- (2) The Vendor shall take reasonable steps to ensure that any such works are carried out with minimal disruption to the Purchaser and the Property.
- (3) The Purchaser must not:
 - (a) make any claim for damages or compensation;
 - (b) make any objection or requisition; or
 - (c) rescind or terminate this Contract,

in relation to any works carried out in accordance with this clause.

- (4) This clause survives Completion and does not merge on registration of the Plan or Completion.

65. Replacement of Documents or Plans

- (1) The Vendor may, at any time prior to registration of the Plan, serve notice on the Purchaser advising that the Vendor proposes to replace any document or plan annexed to, or forming part of, this Contract ("Original Document") in order to:
 - (a) comply with the requirements of an Authority;
 - (b) address practical, design, planning or construction constraints affecting the development of the Development Site; or
 - (c) ensure consistency with the final registered version of the Plan.

The Vendor must include with that notice a copy of the replacement document or plan ("Replacement Document").

- (2) From and including the day of service of the Vendor's notice under clause 65(1), the Original Document is taken to be no longer attached to this Contract and the Replacement Document is taken to be attached to this Contract.
- (3) Subject to clause 65(4), the Purchaser may not make any claim, objection, requisition or delay completion, rescind or terminate this Contract as a result of an Original Document being replaced by a Replacement Document.
- (4) If there is a difference between the Original Document and the corresponding Replacement Document which detrimentally affects the Property to a substantial extent, the Purchaser may, subject to providing proof of such detriment, rescind this Contract by written notice to the Vendor within seven (7) days after service of the Replacement Document. Such notice must include full particulars of the grounds relied upon.

66. Deposit Payable by Instalments**(1) Amount of Deposit**

The parties acknowledge that the deposit required under this Contract is 10% of the Price (“the Deposit”).

(2) Instalment Arrangement

Notwithstanding any other provision of this Contract, and for the purposes of clause 2.3, the Purchaser agrees to pay the Deposit by way of instalments, each payable on its due date as follows (each an “Instalment”):

Instalment	Amount	Due Date	Description
1st Instalment	5% of the Price	On the date of this Contract	Part Deposit
2 nd Instalment	5% of the Price	On the Date for Completion	Balance Deposit

(3) Manner of Payment and Time Essential

Each Instalment must be paid in cleared funds to the Depositholder by the Due Date specified in clause 66(2). Time is of the essence for every Instalment.

(4) Default in Payment of an Instalment

If the Purchaser fails to pay any part of an Instalment when due, the Purchaser is in breach of an essential term and, without limiting any other right or remedy, the Vendor may:

- (a) immediately terminate this Contract, without prior notice and without the need to first serve a notice to complete or to remedy; and
- (b) forfeit and retain as the Vendor’s absolute property any Instalment or part of the Deposit already paid; and
- (c) recover from the Purchaser, as a liquidated debt immediately due and payable, the balance (if any) required to make the Deposit equal to 10% of the Price, together with any interest and costs payable under this Contract or otherwise recoverable at law or equity.

(5) No Waiver by Acceptance of Part Deposit

The Purchaser acknowledges and agrees that the Vendor’s acceptance of less than the full 10% Deposit on the date of this Contract does not constitute a waiver or release of the Vendor’s entitlement to receive the full 10% Deposit in accordance with this Contract or upon termination.

(6) Survival of Rights

- (a) The Vendor’s entitlement under this clause 66 operates independently of any rights the Vendor may have to damages or other remedies; and
- (b) The obligations and rights in this clause 66 survive termination of this Contract to the extent necessary to allow the Vendor to enforce its entitlement to the full 10 % Deposit and any other accrued rights.

Schedule 1

Key Particulars

Item No.	Matter	Particulars
1	Development Application No:	DA-2021/1769/1 or any subsequent modification of DA-2021/1769/1
2	Development Site	Land comprised in Lot 11 in DP534539 and Lot 6149 in DP1228464, including any subsequent subdivision, consolidation or redefinition of those lots.
3	Council	Camden Council
4	Sunset Date	1 July 2027 or such later date as may be extended under clause 55.
5	Council Rates	\$1,500.00
6	Land Tax	\$2,500.00
7	Services	Services include the following: (a) Water, (b) Sewerage, (c) Electricity, (d) Telecommunication. The following service is subject to availability and at the vendor's discretion: Gas is subject to availability. As at the Contract date, gas services to the Property is not available. Nothing in this Contract obliges the Vendor to procure or ensure the availability of gas services to the Property.
8	BEP Lots	Not applicable

**LAND
REGISTRY
SERVICES**

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
Rudov & Associates P/L
Ph. 0413 161 611

FOLIO: 11/534539

SEARCH DATE	TIME	EDITION NO	DATE
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9/5/2025	10:25 AM	6	19/3/2025

LAND

LOT 11 IN DEPOSITED PLAN 534539
AT ELDERSLIE
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF NARELLAN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP534539

FIRST SCHEDULE

J & W TRIPODI HOLDINGS PTY LIMITED (T AE334825)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AT62104 PLANNING AGREEMENT PURSUANT TO SECTION 7.6
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- 3 AU893279 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED

NOTATIONS

UNREGISTERED DEALINGS: PP DP1316318.

*** END OF SEARCH ***

CT-78 (JC) Spring Farm...

PRINTED ON 9/5/2025

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



**LAND
REGISTRY
SERVICES**

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
Rudov & Associates P/L
Ph. 0413 161 611

FOLIO: 6149/1228464

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
9/5/2025	10:25 AM	3	7/2/2018

LAND

LOT 6149 IN DEPOSITED PLAN 1228464
AT SPRING FARM
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF NARELLAN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1228464

FIRST SCHEDULE

J & W TRIPODI HOLDINGS PTY LIMITED (TZ AN91513)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1132985 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (2) IN THE S.88B INSTRUMENT

NOTATIONS

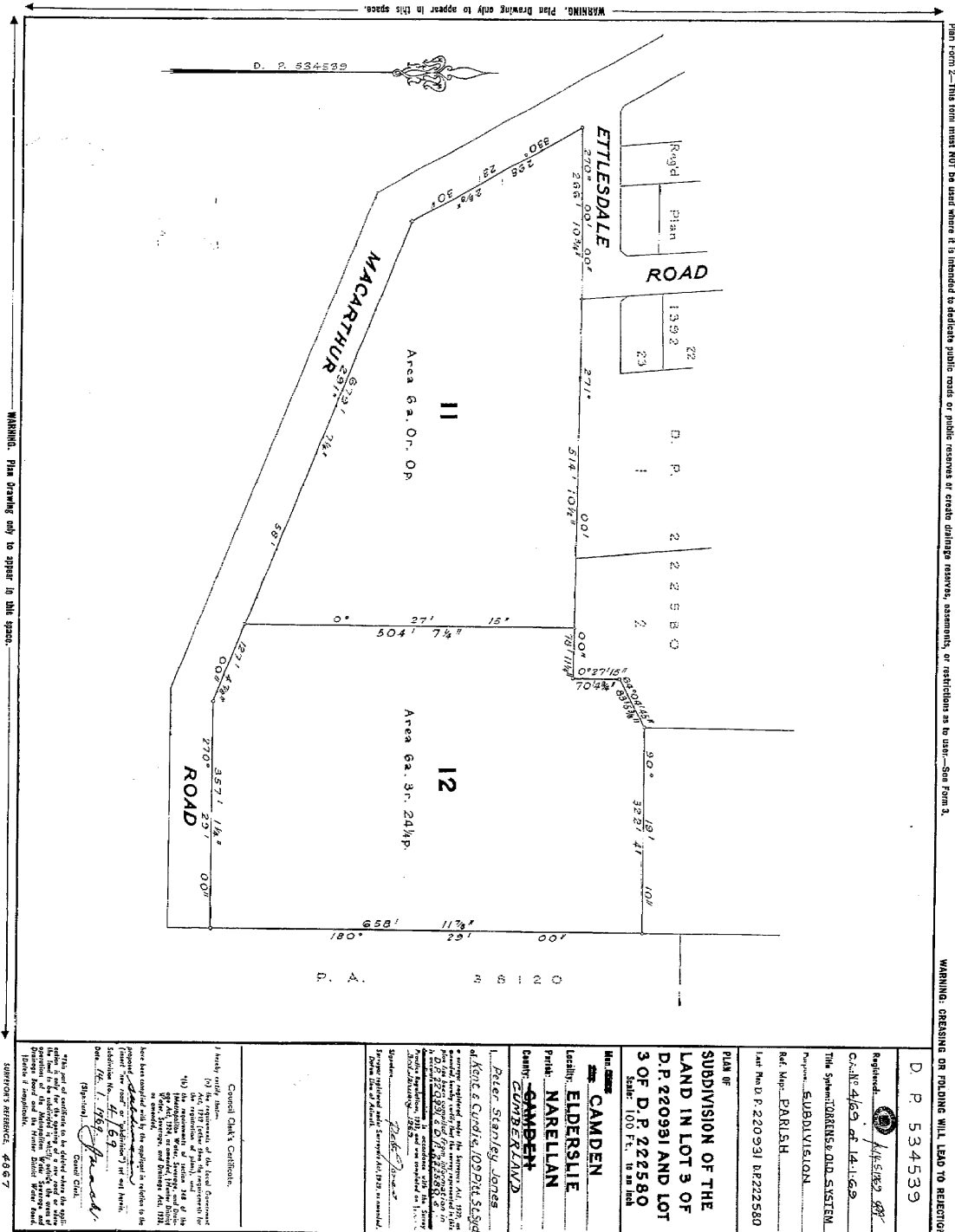
UNREGISTERED DEALINGS: PP DP1316318.

*** END OF SEARCH ***

CT-78 (JC) Spring Farm...

PRINTED ON 9/5/2025

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OFFICE USE ONLY.		F	
1	2	3	4
70	4/4	71	5/4
75	1 1/4	76	1 1/4
80	5/8	81	5/8
85	5/8	86	5/8
90	2 1/8	91	2 1/8
95	2 1/8	96	2 1/8
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1445	3/4	1446	3/4
1450	3/4	1451	3/4
1455	3/4	1456	3/4
1460	3/4	1461	3/4
1465	3/4	1466	3/4
1470	3/4	1471	3/4
1475	3/4	1476	



SCHEDULE OF SHORT LINES

NO.	BEARING	DIST.
30	52°55'20"	2.805
31	3°07'00"	1.505
32	140°25'20"	4.448

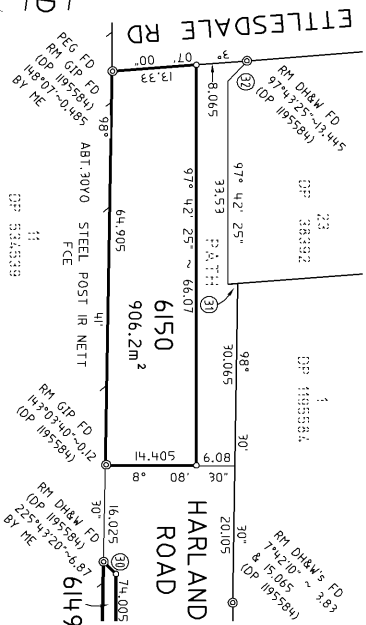
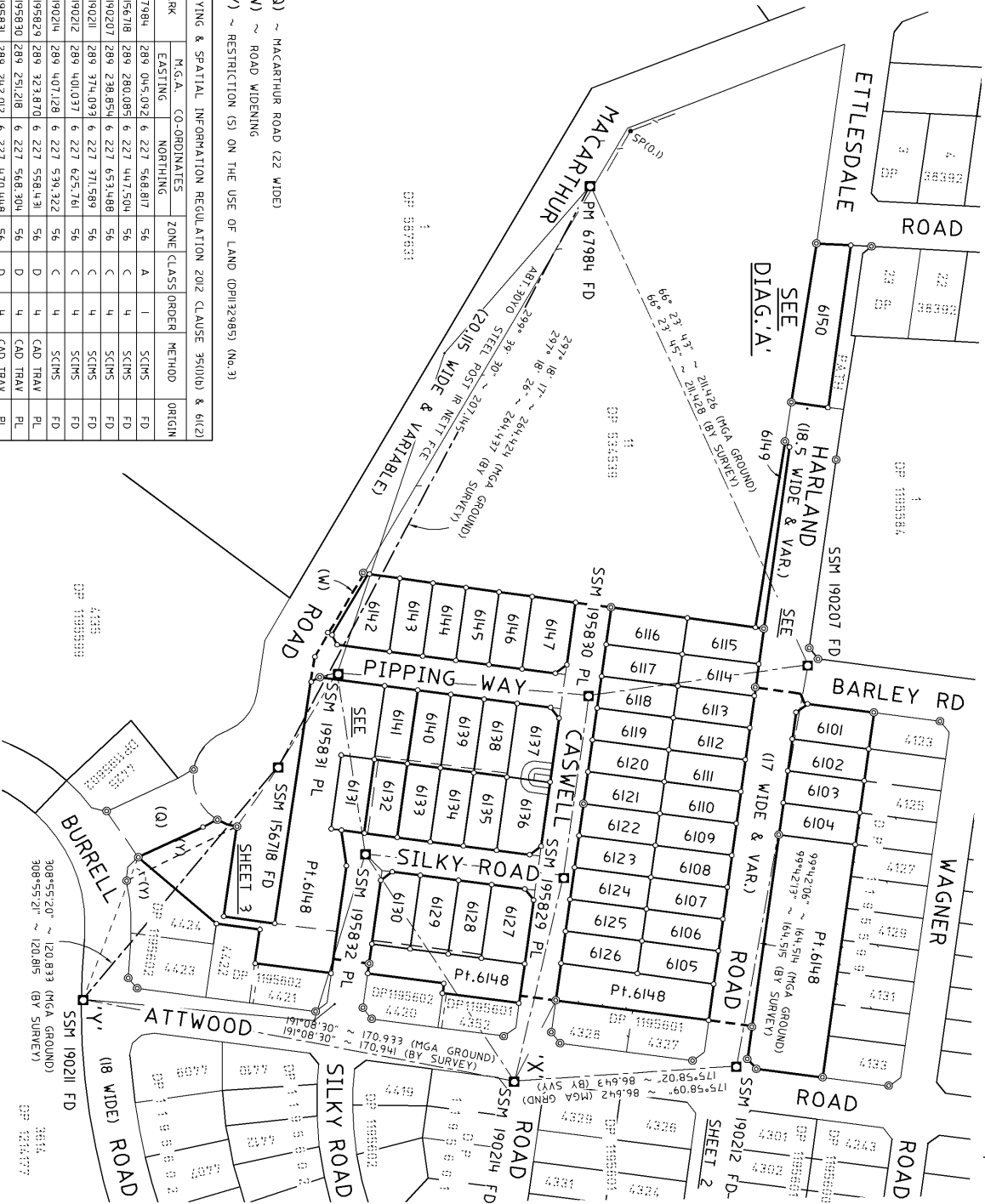


DIAGRAM 'A'
NOT TO SCALE

CONNECTIONS

- SSM 195829 TO SSM 190214
- 102°56'29" ~ 85.35 (BY SURVEY)
- SSM 190214 TO SSM 195832
- 237°42'35" ~ 108.53 (BY SURVEY)
- SSM 195829 TO SSM 195832
- 186°20'25" ~ 71.565 (BY SURVEY)
- SSM 195832 TO SSM 195831
- 26°33'15" ~ 74.085 (BY SURVEY)
- SSM 195831 TO SSM 195830
- 5°22'27" ~ 98.275 (BY SURVEY)
- SSM 195831 TO SSM 156718
- 12°08'10" ~ 44.4 (BY SURVEY)
- SSM 190207 TO SSM 195830
- 17°44'45" ~ 86.075 (BY SURVEY)
- SSM 195830 TO SSM 195829
- 97°44'20" ~ 73.31 (BY SURVEY)

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 35(1)(b) & 61(2)

MARK	M.G.A.	CO-ORDINATES	ZONE	CLASS	ORDER	METHOD	ORIGIN
PM 67984	289 045.092	6 227 566.817	56	A	1	SCIMS	FD
SSM 156718	289 280.085	6 227 447.504	56	C	4	SCIMS	FD
SSM 190207	289 238.854	6 227 653.488	56	C	4	SCIMS	FD
SSM 190211	289 374.093	6 227 371.589	56	C	4	SCIMS	FD
SSM 190212	289 401.037	6 227 625.761	56	C	4	SCIMS	FD
SSM 190214	289 407.128	6 227 539.322	56	C	4	SCIMS	FD
SSM 195829	289 323.870	6 227 556.431	56	D	4	CAD TRAV	PL
SSM 195830	289 251.218	6 227 566.304	56	D	4	CAD TRAV	PL
SSM 195831	289 315.303	6 227 481.330	56	D	4	CAD TRAV	PL
SSM 195832	289 315.303	6 227 481.330	56	D	4	CAD TRAV	PL

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM SCIMS AT 01/12/2016

COMBINED SEA LEVEL & SCALE CORRECTION FACTOR 1.000191

Surveyor: WARREN R SAUNDERS
Date of Survey: 06/12/2016
Surveyor's Ref: 318019 01A.DP

PLAN OF SUBDIVISION OF LOT 12 IN DP 534536,
LOT 4353 IN DP 1195601, LOT 4426 IN DP 1195602
AND LOTS 4 AND 5 IN DP 1195584

LGA: CAMDEN
Locality: SPRING FARM
Subdivision No. 14/2015.147.1



Registered

DP 1228464

SCHEDULE OF REFERENCE MARKS

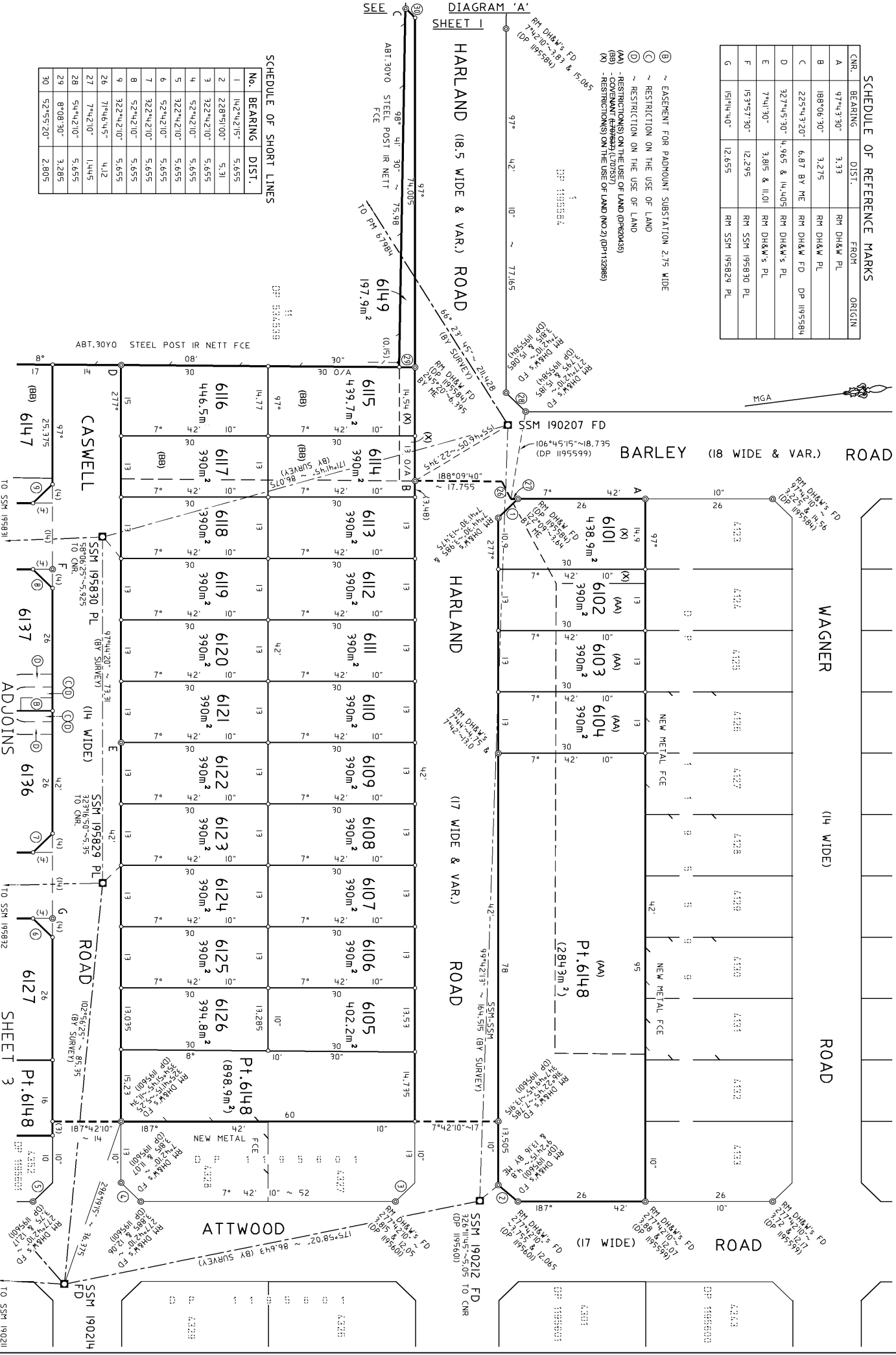
CNR.	BEARING	DIST.	FROM	ORIGIN
A	97°43'30"	3.33	RM DH&W PL	
B	188°06'30"	3.275	RM DH&W PL	
C	225°42'20"	6.07 BY ME	RM DH&W FD	DP 1195584
D	327°45'30"	4.965 & 14.405	RM DH&W's PL	
E	7°41'30"	3.085 & 11.01	RM DH&W's PL	
F	153°57'30"	12.295	RM SSM 195830 PL	
G	151°14'40"	12.655	RM SSM 195829 PL	

- ② ~ EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
③ ~ RESTRICTION ON THE USE OF LAND
④ ~ RESTRICTION ON THE USE OF LAND
(AA) - RESTRICTION ON THE USE OF LAND (DP190435)
(BB) - COVENANT (E396422) (U70537)
(X) - RESTRICTIONS ON THE USE OF LAND (NO.2) (DP1132985)

DIAGRAM 'A'
SHEET 1

SCHEDULE OF SHORT LINES

No.	BEARING	DIST.
1	142°42'15"	5.655
2	228°51'00"	5.31
3	322°42'10"	5.655
4	52°42'10"	5.655
5	322°42'10"	5.655
6	52°42'10"	5.655
7	322°42'10"	5.655
8	52°42'10"	5.655
9	322°42'10"	5.655
26	71°46'45"	4.12
27	7°42'10"	1.445
28	54°42'10"	5.655
29	8°08'30"	3.285
30	52°55'20"	2.805



Surveyor: WARREN, R SAUNDERS
Date of Survey: 06/12/2016
Surveyor's Ref: 318019.01A.DP

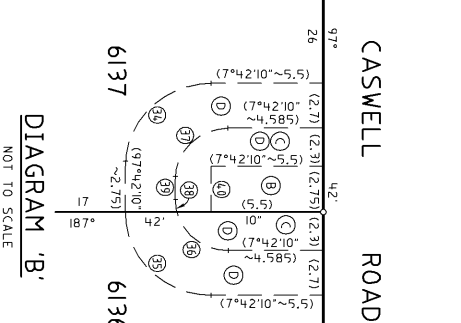
PLAN OF SUBDIVISION OF LOT 12 IN DP 534536,
LOT 4353 IN DP 1195601, LOT 4426 IN DP 1195602
AND LOTS 4 AND 5 IN DP 1195584

LGA: CAMDEN
Locality: SPRING FARM
Subdivision No.: 14.2015.147.1

Registered
17.03.2017

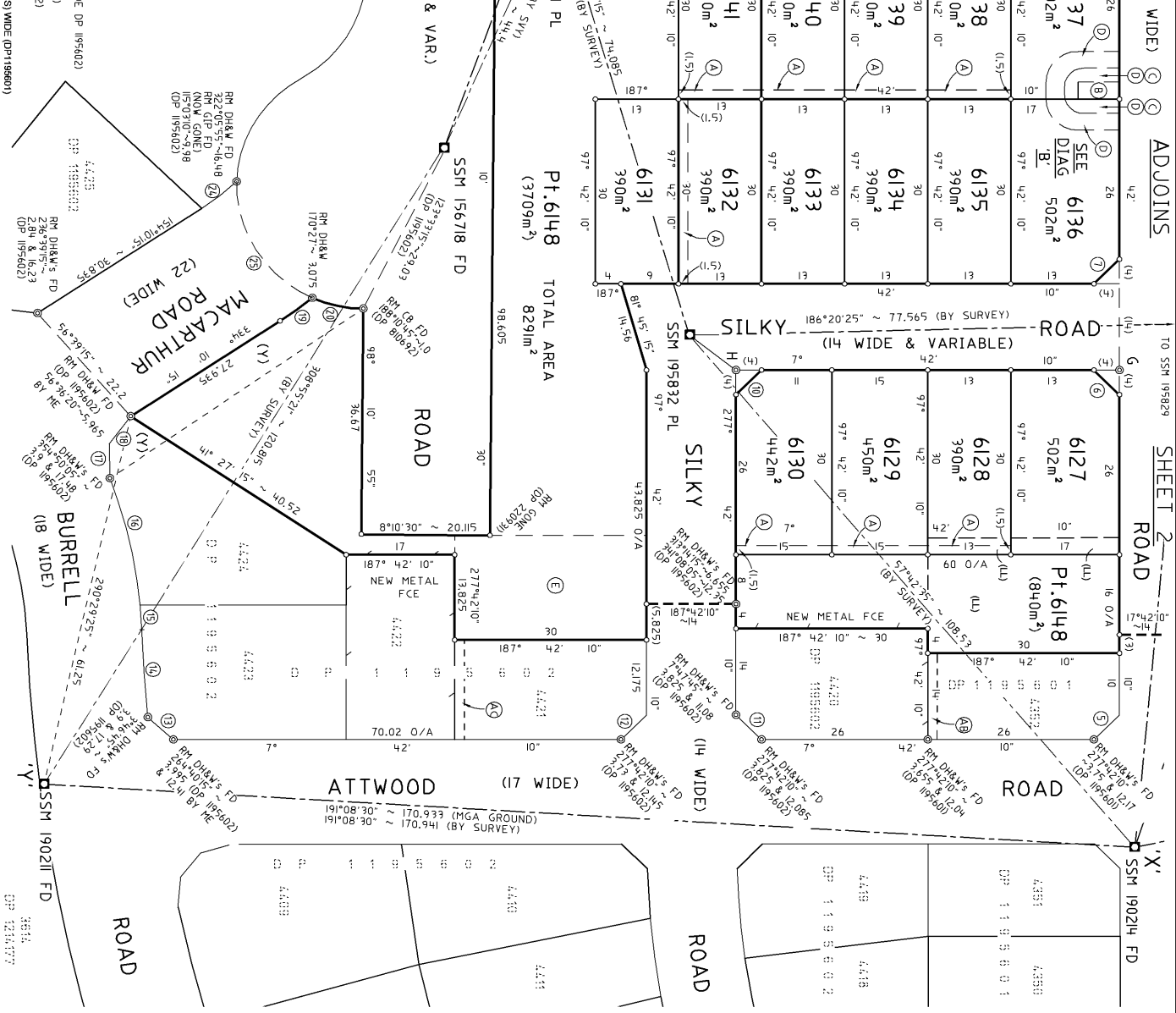
DP 1228464

SCHEDULE OF SHORT LINES & ARCS			
No.	BEARING	DIST.	ARC RADIUS
5	322°42'10"	5.655	-
6	52°42'10"	5.655	-
7	322°42'10"	5.655	-
8	52°42'10"	5.655	-
9	322°42'10"	5.655	-
10	142°42'10"	5.655	-
11	52°42'10"	5.655	-
12	322°42'10"	5.655	-
13	50°00'35"	5.385	-
14	273°47'10"	14.275	14.275
15	93°51'35"	3.945	3.945
16	84°50'20"	21.8	21.245
17	276°28'00"	5.6	-
18	314°56'10"	5.6	-
19	151°01'50"	6.36	6.365
20	19°59'05"	8.18	8.24
21	151°16'55"	3.78	-
22	63°41'25"	4.475	-
23	8°08'30"	1.62	-
24	329°40'55"	6.965	6.965
25	65°40'00"	22.295	23.65
32	29°39'30"	1.505	-
34	142°42'10"	7.07	7.855
35	52°42'10"	3.715	4.005
36	45°57'25"	4.245	4.71
37	142°42'10"	0.705	0.705
38	97°42'10"	1.35	-
39	97°42'10"	2.75	-
40	97°42'10"	-	-



SCHEDULE OF REFERENCE MARKS		
CNR.	BEARING	DIST.
F	153°57'30"	12.295
G	151°14'40"	12.655
H	45°19'05"	9.3
J	164°39'45"	7.248
K	12°51'30"	2.52
L	34°42'100"	0.95

- (A) ~ EASEMENT TO DRAIN WATER 1/5 WIDE
- (B) ~ EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (C) ~ RESTRICTION ON THE USE OF LAND
- (D) ~ RESTRICTION ON THE USE OF LAND
- (E) ~ BENEFITED BY EASEMENT TO DRAIN WATER 1/5 WIDE (WIDE DP 1195602)
- (AB) ~ EASEMENT TO DRAIN WATER 1/5 WIDE (WIDE DP 1195602)
- (AC) ~ EASEMENT TO DRAIN WATER 1/5 WIDE (WIDE DP 1195602)
- (AD) ~ EASEMENT TO DRAIN WATER 1/5 WIDE (WIDE DP 1195602)
- (AE) ~ EASEMENT TO DRAIN WATER 1/5 WIDE (WIDE DP 1195602)
- (AF) ~ EASEMENT TO DRAIN WATER 1/5 WIDE (WIDE DP 1195602)
- (AG) ~ EASEMENT TO DRAIN WATER 1/5 WIDE (WIDE DP 1195602)
- (AH) ~ EASEMENT TO DRAIN WATER 1/5 WIDE (WIDE DP 1195602)
- (AI) ~ EASEMENT TO DRAIN WATER 1/5 WIDE (WIDE DP 1195602)
- (AJ) ~ EASEMENT TO DRAIN WATER 1/5 WIDE (WIDE DP 1195602)
- (AK) ~ EASEMENT TO DRAIN WATER 1/5 WIDE (WIDE DP 1195602)
- (AL) ~ EASEMENT TO DRAIN WATER 1/5 WIDE (WIDE DP 1195602)



Surveyor: WARREN R SAUNDERS
Date of Survey: 06/12/2016
Surveyor's Ref: 318019 01A.DP

PLAN OF SUBDIVISION OF LOT 12 IN DP 534536,
LOT 4553 IN DP 1195601, LOT 4426 IN DP 1195602
AND LOTS 4 AND 5 IN DP 1195584

LGA: CAMDEN
Locality: SPRING FARM
Subdivision No. 14.2015.147.1

Registered
17.03.2017

DP 1228464

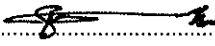
PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 6 sheet(s)

Registered:  17.03.2017 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only DP1228464
PLAN OF SUBDIVISION OF LOT 12 IN DP 534539, LOT 4353 IN DP 1195601, LOT 4426 IN DP 1195602 AND LOTS 4 AND 5 IN DP 1195584	LGA: CAMDEN Locality: SPRING FARM Parish: NARELLAN County: CUMBERLAND
Crown Lands NSW/Western Lands Office Approval I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	Survey Certificate I, WARREN RAYMOND SAUNDERS of GEOLYSE PTY LTD PO BOX 473 NARELLAN 2567 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 6TH DECEMBER 2016 *(b) The land shown in the plan excluding was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on The part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> .  Signature: Dated: 9/12/16 Surveyor ID: 186 Datum Line: 'X ~ 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Subdivision Certificate I, <u>SUGULE MOHAMED</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: CAMDEN COUNCIL Date of endorsement: <u>01/03/2017</u> Subdivision Certificate number: <u>14.2015.147.1</u> File number: <u>DA/2015/147</u> *Strike through if inapplicable.	Plans used in the preparation of survey/compilation: DP 534539 DP 1195601 DP 1195602 DP 1195584 DP 1195599 DP 36392 If space is insufficient continue on PLAN FORM 6A
Statements of intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE THE EXTENSION OF HARLAND ROAD (17 WIDE & VARIABLE WIDTH), THE EXTENSION OF CASWELL ROAD (14 WIDE), THE EXTENSION OF SILKY ROAD (14 WIDE & VARIABLE WIDTH) AND PIPPING WAY (14 WIDE & VARIABLE WIDTH) AND THE ROAD WIDENING DENOTED 'W' TO THE PUBLIC AS PUBLIC ROAD.	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A Surveyor's Reference: 316019.01A.DP

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 6 sheet(s)

Registered:



17.03.2017

Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF LOT 12 IN
 DP 534539, LOT 4353 IN DP 1195601,
 LOT 4426 IN DP 1195602 AND LOTS 4 AND 5
 IN DP 1195584**

Subdivision Certificate number: 14.2015.147.1

Date of Endorsement: 01/03/2017

DP1228464

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (B)
3. RESTRICTION ON THE USE OF LAND (C)
4. RESTRICTION ON THE USE OF LAND (D)
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND

**INFORMATION SUPPLIED BY COUNCIL TO COMPLY WITH THE SURVEYING & SPATIAL INFORMATION
 REGULATIONS 2012 CLAUSE 60**

LOT No.	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
6101	46	HARLAND	ROAD	SPRING FARM
6102	44	HARLAND	ROAD	SPRING FARM
6103	42	HARLAND	ROAD	SPRING FARM
6104	40	HARLAND	ROAD	SPRING FARM
6105	29	HARLAND	ROAD	SPRING FARM
6106	31	HARLAND	ROAD	SPRING FARM
6107	33	HARLAND	ROAD	SPRING FARM
6108	35	HARLAND	ROAD	SPRING FARM
6109	37	HARLAND	ROAD	SPRING FARM
6110	39	HARLAND	ROAD	SPRING FARM
6111	41	HARLAND	ROAD	SPRING FARM
6112	43	HARLAND	ROAD	SPRING FARM

.....
 Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 316019.01A.DP

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 6 sheet(s)

Office Use Only
 Registered:  17.03.2017

**PLAN OF SUBDIVISION OF LOT 12 IN
 DP 534539, LOT 4353 IN DP 1195601,
 LOT 4426 IN DP 1195602 AND LOTS 4 AND 5
 IN DP 1195584**

Subdivision Certificate number: 14.2015.147.1
 Date of Endorsement: 01/03/2017

DP1228464

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- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

CONTINUED FROM SHEET 2

LOT No.	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
6113	45	HARLAND	ROAD	SPRING FARM
6114	47	HARLAND	ROAD	SPRING FARM
6115	49	HARLAND	ROAD	SPRING FARM
6116	50	CASWELL	ROAD	SPRING FARM
6117	48	CASWELL	ROAD	SPRING FARM
6118	46	CASWELL	ROAD	SPRING FARM
6119	44	CASWELL	ROAD	SPRING FARM
6120	42	CASWELL	ROAD	SPRING FARM
6121	40	CASWELL	ROAD	SPRING FARM
6122	38	CASWELL	ROAD	SPRING FARM
6123	36	CASWELL	ROAD	SPRING FARM
6124	34	CASWELL	ROAD	SPRING FARM
6125	32	CASWELL	ROAD	SPRING FARM
6126	30	CASWELL	ROAD	SPRING FARM
6127	21 20	CASWELL SILKY	ROAD and ROAD	SPRING FARM
6128	18	SILKY	ROAD	SPRING FARM
6129	16	SILKY	ROAD	SPRING FARM
6130	14	SILKY	ROAD	SPRING FARM
6131	33	SILKY	ROAD	SPRING FARM
6132	35	SILKY	ROAD	SPRING FARM
6133	37	SILKY	ROAD	SPRING FARM
6134	39	SILKY	ROAD	SPRING FARM
6135	41	SILKY	ROAD	SPRING FARM
6136	43 23	SILKY CASWELL	ROAD and ROAD	SPRING FARM
6137	25 11	CASWELL PIPPING	ROAD and WAY	SPRING FARM

If space is insufficient use additional annexure sheet


 Council Authorised Person

Surveyor's Reference: 316019.01A.DP

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 6 sheet(s)

Office Use Only
 Registered:  17.03.2017

PLAN OF SUBDIVISION OF LOT 12 IN
 DP 534539, LOT 4353 IN DP 1195601,
 LOT 4426 IN DP 1195602 AND LOTS 4 AND 5
 IN DP 1195584

Subdivision Certificate number: 14.2015.147.1
 Date of Endorsement: 01/03/2017

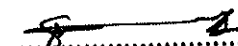
DP1228464

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CONTINUED FROM SHEET 3

LOT No.	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
6138	9	PIPPING	WAY	SPRING FARM
6139	7	PIPPING	WAY	SPRING FARM
6140	5	PIPPING	WAY	SPRING FARM
6141	3	PIPPING	WAY	SPRING FARM
6142	2	PIPPING	WAY	SPRING FARM
6143	4	PIPPING	WAY	SPRING FARM
6144	6	PIPPING	WAY	SPRING FARM
6145	8	PIPPING	WAY	SPRING FARM
6146	10	PIPPING	WAY	SPRING FARM
6147	12 27	PIPPING CASWELL	WAY and ROAD	SPRING FARM
6148	ADDRESS	NOT	AVAILABLE	SPRING FARM
6149	ADDRESS	NOT	AVAILABLE	SPRING FARM
6150	ADDRESS	NOT	AVAILABLE	SPRING FARM


 Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 316019.01A.DP

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 6 sheet(s)

Registered:  17.03.2017

Office Use Only

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**PLAN OF SUBDIVISION OF LOT 12 IN
 DP 534539, LOT 4353 IN DP 1195601,
 LOT 4426 IN DP 1195602 AND LOTS 4 AND 5
 IN DP 1195584**

Subdivision Certificate number: 14.2015.147.1
 Date of Endorsement: 01/03/2017

DP1228464

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
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 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED on behalf of Cornish Group)
 No.Four Pty Limited ABN 45 603 592 981)
 on the 2nd day of MARCH 2017)
 by the authorized persons whose)
 signatures appear below pursuant to)
 Section 127(1) of the Corporations Act 2001)

Signature

Name: BRETT CORNISH

Position Held: DIRECTOR

Signature

Name: TANIA CORNISH

Position Held: DIRECTOR/SECRETARY

EXECUTED on behalf of Cornish Group)
 Spring Farm Pty Limited ABN 46 120 837 381)
 on the 2nd day of MARCH 2017)
 by the authorized persons whose)
 signatures appear below pursuant to)
 Section 127(1) of the Corporations Act 2001)

Signature

Name: BRETT CORNISH

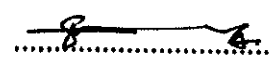
Position Held: DIRECTOR

Signature

Name: TANIA CORNISH

Position Held: DIRECTOR/SECRETARY

If space is insufficient use additional annexure sheet


 Council Authorised Person

Surveyor's Reference: 316019.01A.DP

PLAN FORM 6A (2012)

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ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 6 sheet(s)

Office Use Only		Office Use Only	
Registered:  17.03.2017	DP1228464		
PLAN OF SUBDIVISION OF LOT 12 IN DP 534539, LOT 4353 IN DP 1195601, LOT 4426 IN DP 1195602 AND LOTS 4 AND 5 IN DP 1195584			
Subdivision Certificate number: 14.2015.147.1	This sheet is for the provision of the following information as required: - A schedule of lots and addresses - See 60(c) SSI Regulation 2012 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 - Signatures and seals- see 195D Conveyancing Act 1919 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.		
Date of Endorsement: 01/03/2017			

Consent of Australia and New Zealand)
Banking Group Limited is hereunto endorsed.)

Executed for and on behalf of
Australia and New Zealand Banking Group Limited
ABN 11 005 357 522
Under Power of Attorney dated 18th November 2002
and registered in New South Wales
Book: 4376 Folio: 410 by
Bernard Keylock
who certifies that he/she is a
Senior Manager/Manager
and that he/she has not received
notice of revocation of that Power.

[Signature]
Signature of Attorney
In the presence of
M. H. Dabki
Signature of Witness
Michael Dabki
Print name of Witness
242 Pitt Street
Sydney NSW 2000
Address of Witness

Consent of SPDEF#2 Pty Limited)
is hereunto endorsed.)

[Signature]
Signed by SPDEF#2 Pty Limited
by its Attorney Peter Joseph Crittenden
pursuant to Power of Attorney
Registered Book 4719 No 440

[Signature]
SIGNATURE OF WITNESS
DAVID BOBYREFF
NAME OF WITNESS
14 ROBERTSON WAY
LANEY PARK NSW 2570
ADDRESS OF WITNESS

[Signature]
Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 316019.01A.DP

ePlan

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

(Sheet 1 of 10)

Plan

DP1228464

Plan of Subdivision of Lot 12 in Deposited Plan 534539, Lot 4353 in Deposited Plan 1195601, Lot 4426 in Deposited Plan 1195602 and Lots 4 and 5 in Deposited Plan 1195584 covered by Subdivision Certificate No. 14.2015.147.1
Dated: 1 March 2017

Full name and address of the owners of the land

Cornish Group No.Four Pty Limited
ABN 45 603 592 981
6/3-7 Park Avenue
DRUMMOYNE NSW 2047

Cornish Group Spring Farm Pty Limited
ABN 46 120 837 381
6/3-7 Park Avenue
DRUMMOYNE NSW 2047

Full name and address of the mortgagees of the land

Australia and New Zealand Banking Group Limited
388 George Street
SYDNEY NSW 2000

SPDEF#2 Pty Limited
LEVEL 28 266 GEORGE STREET
BRISBANE QLD 4000

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 (A)	Lot 6128 Lot 6129 Lot 6130 Lot 6132 Lot 6138 Lot 6139 Lot 6140 Lot 6141	Lot 6127 Lots 6127 & 6128 Lots 6127,6128 & 6129 Lots 6137 to 6141 incl. Lot 6137 Lots 6137 & 6138 Lots 6137,6138 & 6139 Lots 6137 to 6140 incl.
2	Easement for Padmount Substation 2.75 wide (B)	Lot 6137	Endeavour Energy

BC *ML* *ML*


.....
Council Authorised Person

ePlan

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

(Sheet 2 of 10)

Plan

DP1228464

Plan of Subdivision of Lot 12 in Deposited Plan 534539, Lot 4353 in Deposited Plan 1195601, Lot 4426 in Deposited Plan 1195602 and Lots 4 and 5 in Deposited Plan 1195584 covered by Subdivision Certificate No. 14.2015.147.1
Dated: 1 March 2017

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.
3	Restriction on the Use of Land (C)	Part of Lots 6137 & 6136 designated 'C' on the plan	Endeavour Energy
4	Restriction on the Use of Land (D)	Part of Lots 6137 and 6136 designated 'D' on the plan	Endeavour Energy
5	Restriction on the Use of Land	Lots 6101 to 6147 inclusive	Camden Council
6	Restriction on the Use of Land	Lots 6101 to 6104 inclusive	Camden Council
7	Restriction on the Use of Land	Lots 6101 to 6147 inclusive	~~Cornish Group Spring Farm Pty Limited & Cornish Group No. Four Pty Limited~~
8	Restriction on the Use of Land	Lots 6101 to 6147 inclusive	Every other Lot except Lots 6148 to 6150 inclusive.
9	Restriction on the Use of Land	Lot 6142	Camden Council

NPS.
Every other Lot except Lots 6148 to 6150 incl.

Part 2 (Terms)

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

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

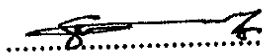
Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.

Camden Council

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

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




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Council Authorised Person

ePlan

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

(Sheet 3 of 10)

Plan

DP1228464

Plan of Subdivision of Lot 12 in Deposited Plan 534539, Lot 4353 in Deposited Plan 1195601, Lot 4426 in Deposited Plan 1195602 and Lots 4 and 5 in Deposited Plan 1195584 covered by Subdivision Certificate No. 14.2015.147.1
Dated: 1 March 2017

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

Endeavour Energy.

3. Terms of easement, profit à prendre, restriction, or positive covenant numbered 3 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.
- 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 designated 'C' on the plan 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 fire fighting systems such as automatic sprinklers.

4.0 Lessee of Endeavour Energy'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 Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.



.....
Council Authorised Person

ePlan

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

(Sheet 4 of 10)

Plan

DP1228464

Plan of Subdivision of Lot 12 in Deposited Plan 534539, Lot 4353 in Deposited Plan 1195601, Lot 4426 in Deposited Plan 1195602 and Lots 4 and 5 in Deposited Plan 1195584 covered by Subdivision Certificate No. 14.2015.147.1
Dated: 1 March 2017

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

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

Endeavour Energy.

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

- 2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site designated 'D' on the plan.

3.0 Lessee of Endeavour Energy's Distribution System

- 3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.
- 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

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

Endeavour Energy.



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Council Authorised Person

ePlan

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

(Sheet 5 of 10)

Plan

DP1228464

Plan of Subdivision of Lot 12 in Deposited Plan 534539, Lot 4353 in Deposited Plan 1195601, Lot 4426 in Deposited Plan 1195602 and Lots 4 and 5 in Deposited Plan 1195584 covered by Subdivision Certificate No. 14.2015.147.1
Dated: 1 March 2017

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

No building is permitted to be constructed on the lot burdened unless the buildings proposed to be constructed on the lot burdened are built in accordance with the requirements of the Mine Subsidence Board Concurrent Approval Reference Number FN95-00806P0 dated 4/02/2015.

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

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

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

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

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

Camden Council.

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

No development is permitted on the burdened lots unless such development is carried out in accordance with the "Spring Farm Materials and Colour Palette" prepared by or on behalf of Cornish Group Spring Farm Pty Limited and Cornish Group No. Four Pty Limited and is applicable at the time of the relevant development.

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

Cornish Group Spring Farm Pty Limited and Cornish Group No. Four Pty Limited while they remain the owner of any land within the subdivision.

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

No building is permitted to be constructed on the lot burdened unless that all proposed works that includes earthworks, imported fill and landscaping, buildings, and associated infrastructure proposed to be constructed on the land must be carried out or constructed in accordance with "Salinity Investigation




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Council Authorised Person

ePlan

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

(Sheet 6 of 10)

Plan

DP1228464

Plan of Subdivision of Lot 12 in Deposited Plan 534539, Lot 4353 in Deposited Plan 1195601, Lot 4426 in Deposited Plan 1195602 and Lots 4 and 5 in Deposited Plan 1195584 covered by Subdivision Certificate No. 14,2015.147.1
Dated: 1 March 2017

& Management Plan Review Stages 45-47 and Stage 61 Spring Farm, Prepared by Douglas Partners, project no. 34288.23, dated February 2015" and the "Addendum to Salinity Investigation Report prepared by Douglas Partners, project 34288.53 dated 13th January 2017".

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

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

9. Terms of easement, profit à prendre, restriction, or positive covenant numbered 9 in the plan.

- i) Lot 6142 must be of a single storey construction. If a two storey dwelling is to be constructed and acoustic assessment in accordance with Council's Environmental Noise Policy must be undertaken to determine what standard of façade treatment need to be provided to ensure internal noise criteria are not exceeded as a result of activities at the adjacent quarry; and
- ii) Lot 6142 must install a first flush system on rain water tanks.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 9 in the plan.

Camden Council

B - pl m

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Council Authorised Person

ePlan

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

(Sheet 7 of 10)

Plan

DP1228464

Plan of Subdivision of Lot 12 in Deposited Plan 534539, Lot 4353 in Deposited Plan 1195601, Lot 4426 in Deposited Plan 1195602 and Lots 4 and 5 in Deposited Plan 1195584 covered by Subdivision Certificate No. 14.2015.147.1
Dated: 1 March 2017

EXECUTED on behalf of Cornish Group)
Spring Farm Pty Limited ABN 46 120 837 381)
on the 2nd day of MARCH 2017)
by the authorized persons whose)
signatures appear below pursuant to)
Section 127(1) of the Corporations Act 2001)



Signature

Name: BRETT CORNISH

Position Held: DIRECTOR



Signature

Name: TANIA CORNISH

Position Held: DIRECTOR/SECRETARY

EXECUTED on behalf of Cornish Group)
No.Four Pty Limited ABN 45 603 592 981)
on the 2nd day of MARCH 2017)
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Signature

Name: BRETT CORNISH

Position Held: DIRECTOR



Signature

Name: TANIA CORNISH

Position Held: DIRECTOR/SECRETARY


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ePlan

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

(Sheet 8 of 10)

Plan

DP1228464

Plan of Subdivision of Lot 12 in Deposited Plan 534539, Lot 4353 in Deposited Plan 1195601, Lot 4426 in Deposited Plan 1195602 and Lots 4 and 5 in Deposited Plan 1195584 covered by Subdivision Certificate No. 14. 2015. 147.1
Dated: 1 March 2017

Executed by **CAMDEN COUNCIL**
by its Authorised Delegate pursuant to
S.377 of the Local Government Act 1993
in the presence of:

Wesley Williams
Signature of Witness

Wesley Williams
Print Name of Witness

70 Central Avenue,
Oran Park, NSW, 2570
Address of Witness

SUGULE MOHAMED
Signature of Authorised Delegate

SUGULE MOHAMED
Name and Authorised Delegate

Execution by Camden Council:	
Signature:	<u>SUGULE MOHAMED</u>
Signed by:	<u>SUGULE MOHAMED</u>
Authorised officer as a delegate of Camden Council pursuant to S.377 of the Local Government Act 1993 and I hereby certify that I have no notice of revocation of such delegation.	
Authority of Officer:	<u>By Manager Certification</u>
Witness Signature:	<u>Wesley Williams</u>
Name of Witness:	<u>Wesley Williams</u>
Address of Witness:	<u>70 Central Avenue, Oran Park, NSW, 2570</u>

BC del MM

ePlan

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

(Sheet 9 of 10)

Plan

DP1228464

Plan of Subdivision of Lot 12 in Deposited Plan 534539, Lot 4353 in Deposited Plan 1195601, Lot 4426 in Deposited Plan 1195602 and Lots 4 and 5 in Deposited Plan 1195584 covered by Subdivision Certificate No. 14.2015.147.1
Dated: 1 March 2017

Consent of Australia and New Zealand)
Banking Group Limited is hereunto endorsed.)

Executed for and on behalf of
Australia and New Zealand Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated 18th November 2002
and registered in New South Wales
Book: 4376 Folio: 410 by

Bernard Keylock
who certifies that he/she is a
Senior Manager/Manager
and that he/she has not received
notice of revocation of that Power.

[Signature]
Signature of Attorney
In the presence of
[Signature]
Signature of Witness
Michael Dabbski
Print name of Witness
242 Pitt Street
Sydney NSW 2000
Address of Witness

Consent of SPDEF#2 Pty Limited)
is hereunto endorsed.)

[Signature]

Signed by SPDEF#2 Pty Limited
by its Attorney Peter Joseph Crittenden
pursuant to Power of Attorney
Registered Book 4719 No 440

[Signature]
SIGNATURE OF WITNESS
DAVID BOBYREFF
NAME OF WITNESS
14 ROBERTSON WAY
CAMDEN PARK NSW 2570
ADDRESS OF WITNESS

Be. Tel M

[Signature]
Council Authorised Person

ePlan

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

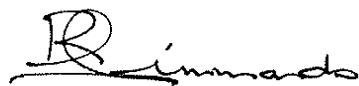
(Sheet 10 of 10)

Plan

DP1228464

Plan of Subdivision of Lot 12 in Deposited Plan 534539, Lot 4353 in Deposited Plan 1195601, Lot 4426 in Deposited Plan 1195602 and Lots 4 and 5 in Deposited Plan 1195584 covered by Subdivision Certificate No. 14.2015.147.1
Dated: 1 March 2017

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

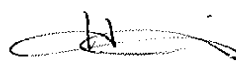


Signature of witness

Raymond Simmonds

Name of witness

c/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148



Signature of Attorney

Helen Smith

Name of attorney

Position: Manager Property & Fleet

Date of Execution: 16 January 2017

Reference: URS17039

REGISTERED



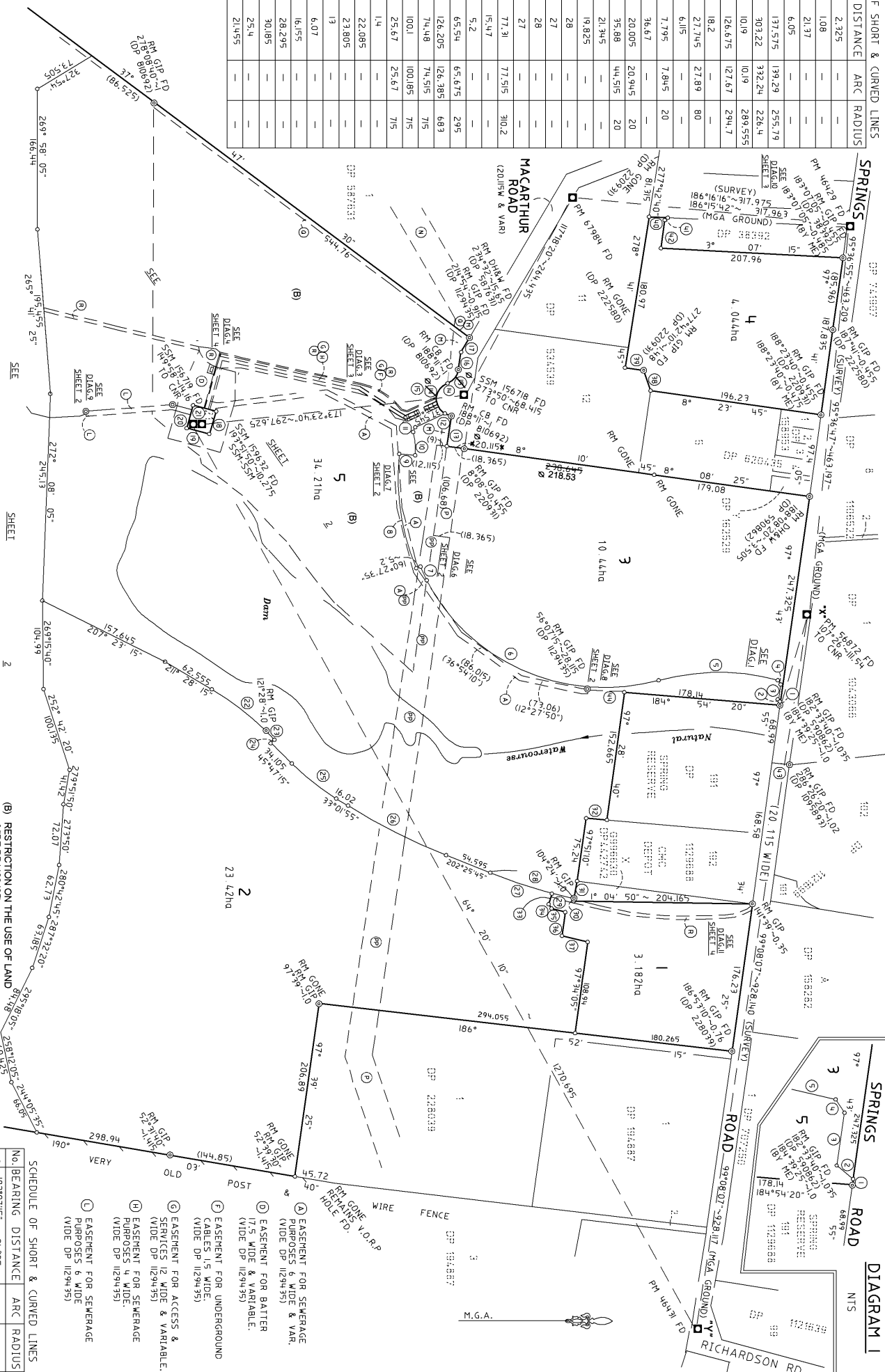
17.03.2017



.....
Council Authorised Person

BC. [Signature]

SCHEDULE OF SHORT & CURVED LINES			
NO	BEARING	DISTANCE	ARC RADIUS
1	97°41'55"	2.325	—
2	52°41'25"	1.08	—
3	97°41'25"	21.37	—
4	56°51'05"	6.05	—
5	179°51'45"	131.515	139.29
6	206°24'10"	303.22	332.24
7	249°27'05"	10.19	289.555
8	262°52'10"	126.675	294.7
9	5°16'40"	18.2	—
10	265°17'25"	27.745	27.89
11	294°01'25"	6.115	—
12	19°25'20"	7.795	7.845
13	98°11'30"	36.67	—
14	128°11'30"	20.005	20.945
15	94°25'25"	35.88	44.515
16	98°11'10"	21.345	—
17	109°39'20"	19.825	—
18	105°25'50"	28	—
19	195°25'50"	27	—
20	285°25'50"	28	—
21	15°25'50"	27	—
22	218°31'45"	77.31	77.515
23	225°47'15"	15.47	—
24	135°47'15"	5.2	—
25	39°24'35"	65.54	65.675
26	207°43'50"	126.205	126.385
27	19°26'40"	74.48	74.515
28	198°24'55"	100.1	100.185
29	15°25'50"	25.67	715
30	100°31'10"	1.4	—
31	100°31'10"	22.085	—
32	185°09'10"	22.805	—
33	286°27'30"	13	—
34	236°56'05"	6.07	—
35	195°30'30"	16.155	—
36	277°34'05"	28.295	—
37	19°56'30"	30.85	—
38	71°47'00"	25.4	—
39	188°09'55"	21.455	—



SURVEYING & SPATIAL INFORMATION REGULATION 2006 (CL.35(1)(b) & CL.61(2))			
MARK	EASTING	NORTHING	CLASS (ORDER)
PM 46429	289 079.804	6 227 884.938	B
PM 46431	289 047.309	6 227 692.254	B
PM 56872	289 540.842	6 227 839.626	B
PM 67884	289 045.12	6 227 568.83	D
SSM 156718	289 280.08	6 227 447.54	U
SSM 156719	289 311.66	6 227 141.91	U
SSM 156722	289 314.32	6 227 151.88	U

COMBINED SCALE FACTOR 1.00075			
0	10	20	30
0	10	20	30
40	50	60	70
80	90	100	110
120	130	140	150

SCHEDULE OF SHORT & CURVED LINES			
NO	BEARING	DISTANCE	ARC RADIUS
40	183°07'15"	21.395	—
41	140°23'35"	4.48	—
42	97°42'40"	33.53	—
43	187°39'10"	20.15	—
44	5°42'40"	42.545	—

SCHEDULE OF SHORT & CURVED LINES			
NO	BEARING	DISTANCE	ARC RADIUS
40	183°07'15"	21.395	—
41	140°23'35"	4.48	—
42	97°42'40"	33.53	—
43	187°39'10"	20.15	—
44	5°42'40"	42.545	—

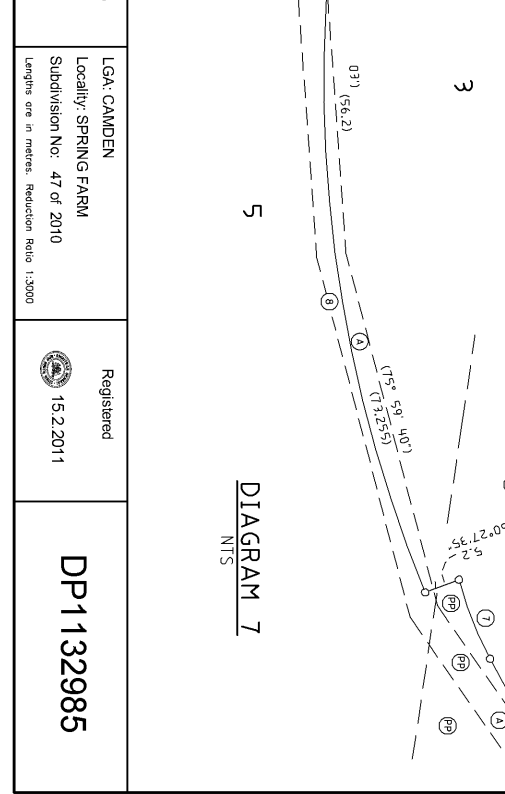
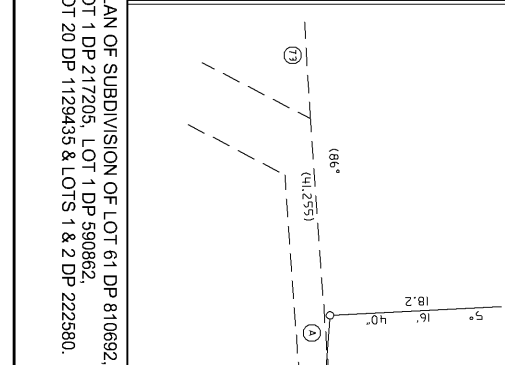
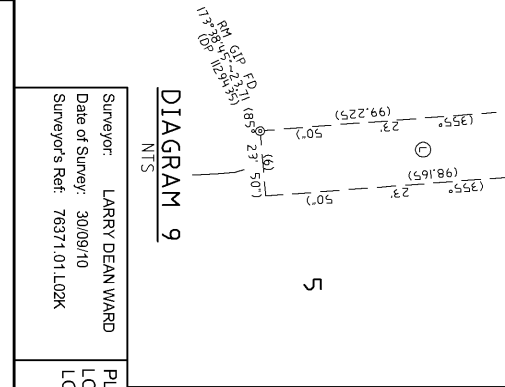
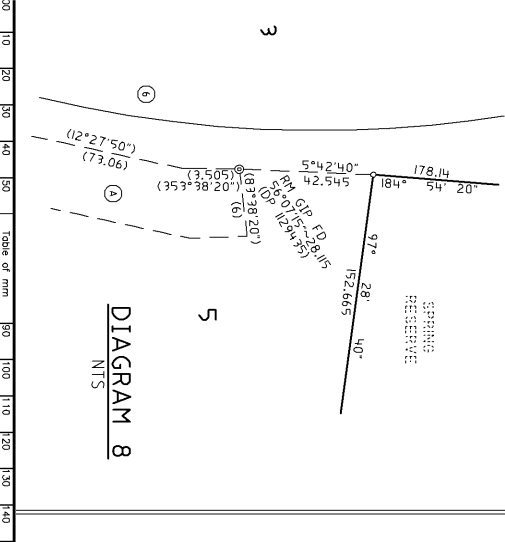
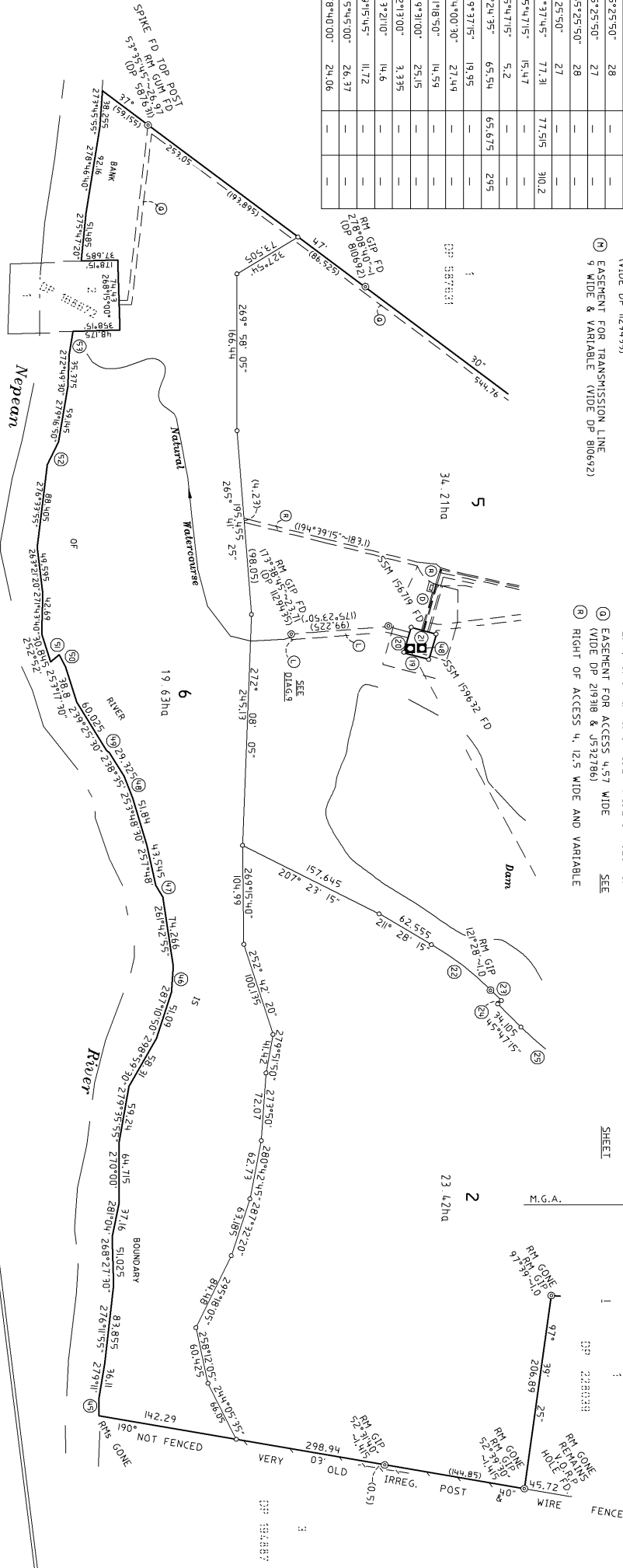
SCHEDULE OF SHORT & CURVED LINES			
NO	BEARING	DISTANCE	ARC RADIUS
40	183°07'15"	21.395	—
41	140°23'35"	4.48	—
42	97°42'40"	33.53	—
43	187°39'10"	20.15	—
44	5°42'40"	42.545	—

SCHEDULE OF SHORT & CURVED LINES			
No.	BEARING	DISTANCE	ARC RADIUS
6	206°24'00"	303.22	332.24
7	249°27'05"	10.19	10.19
8	262°52'00"	126.675	127.67
18	105°25'50"	28	—
19	195°25'50"	27	—
20	295°25'50"	28	—
21	15°25'50"	27	—
22	210°37'45"	77.31	77.515
23	225°47'15"	15.47	—
24	135°47'15"	5.2	—
25	39°24'35"	65.54	295
45	269°37'15"	19.95	—
46	274°00'30"	27.49	—
47	244°48'50"	14.59	—
48	244°31'00"	25.15	—
49	212°13'00"	3.335	—
50	243°21'00"	14.6	—
51	139°15'45"	11.72	—
52	295°45'00"	26.37	—
53	278°40'00"	24.06	—

- (A) EASEMENT FOR SEWERAGE PURPOSES 6 WIDE & VAR. (WIDE DP 1129435)
(D) EASEMENT FOR BATTER 17.5 WIDE & VARIABLE. (WIDE DP 1129435)
(L) EASEMENT FOR SEWERAGE PURPOSES 6 WIDE (WIDE DP 1129435)
(N) EASEMENT FOR TRANSMISSION LINE 9 WIDE & VARIABLE (WIDE DP 810692)
(N) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (WIDE DP 597691 & BK 3168 No.033)
(P) EASEMENT FOR TRANSMISSION LINE 12.115, 18.365 & 30.48 WIDE (WIDE DP 626438 & 1553973)
(PP) PROPOSED EASEMENT FOR TRANSMISSION LINE 12.115, 18.365 & 30.48 WIDE (WIDE DP 626438)
(D) EASEMENT FOR ACCESS 4.57 WIDE (WIDE DP 219318 & 3572786)
(R) RIGHT OF ACCESS 4, 12.5 WIDE AND VARIABLE

SHEET

M.G.A.



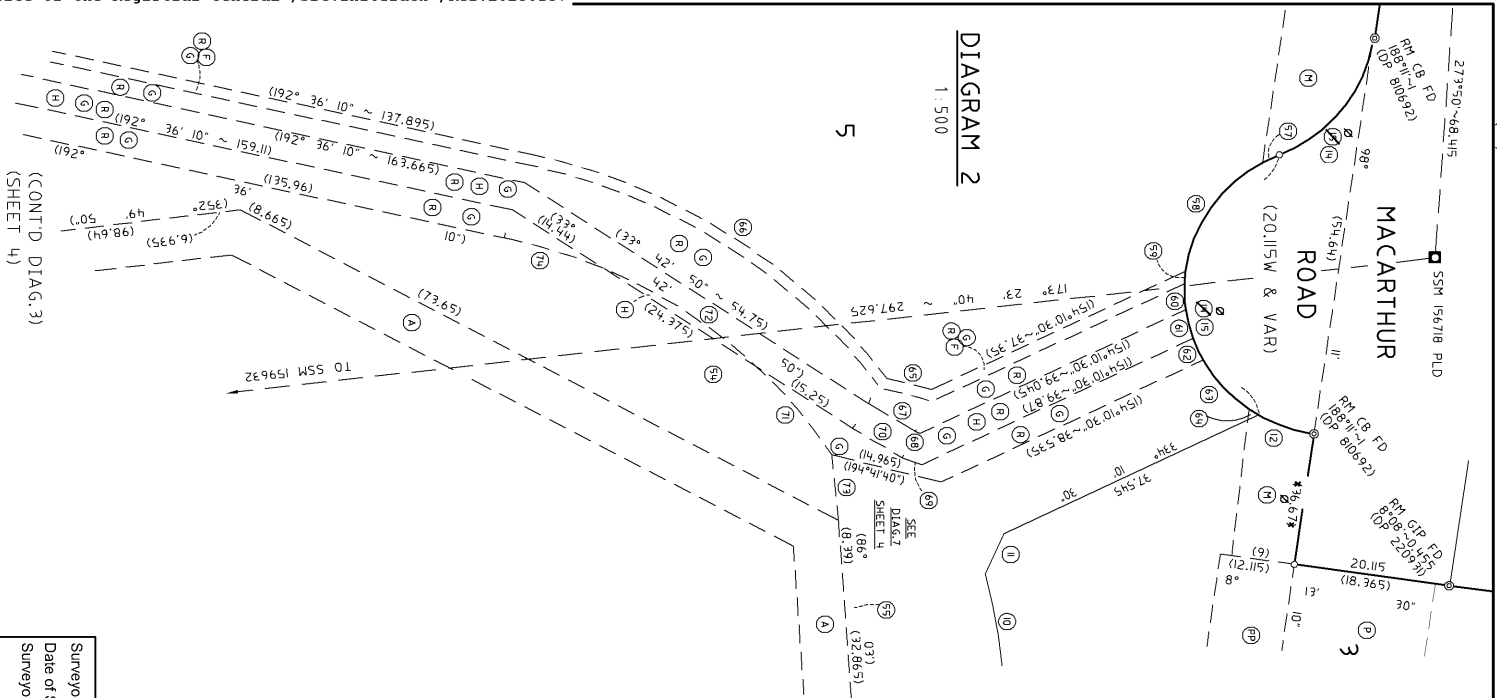
Surveyor: LARRY DEAN WARD
Date of Survey: 30/09/10
Surveyor's Ref: 76371.01.L02K

PLAN OF SUBDIVISION OF LOT 61 DP 810692,
LOT 1 DP 217205, LOT 1 DP 590862,
LOT 20 DP 1129435 & LOTS 1 & 2 DP 222580.

LGA: CAMDEN
Locality: SPRING FARM
Subdivision No. 47 of 2010
Lengths are in metres. Reduction Ratio 1:3000

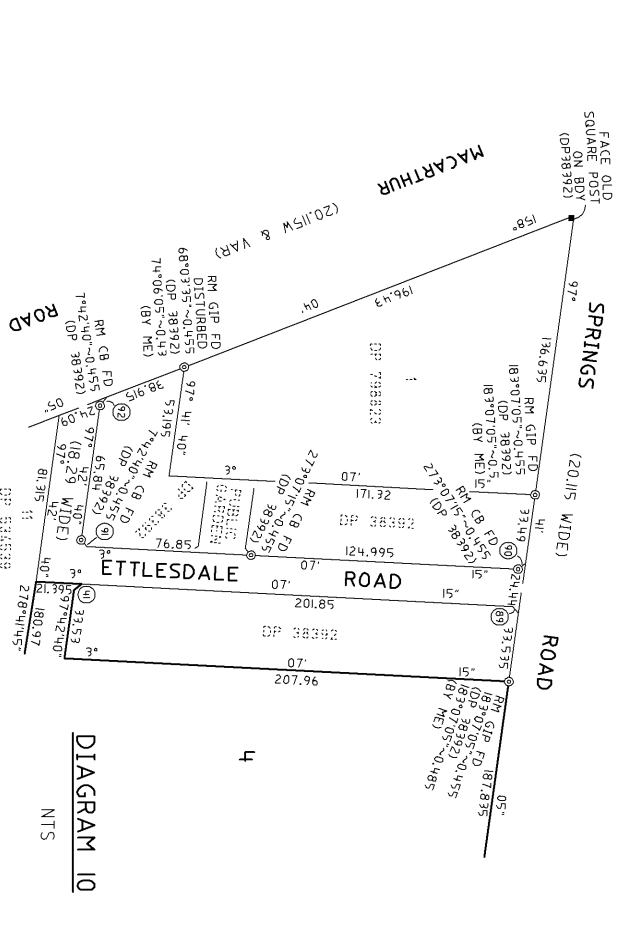
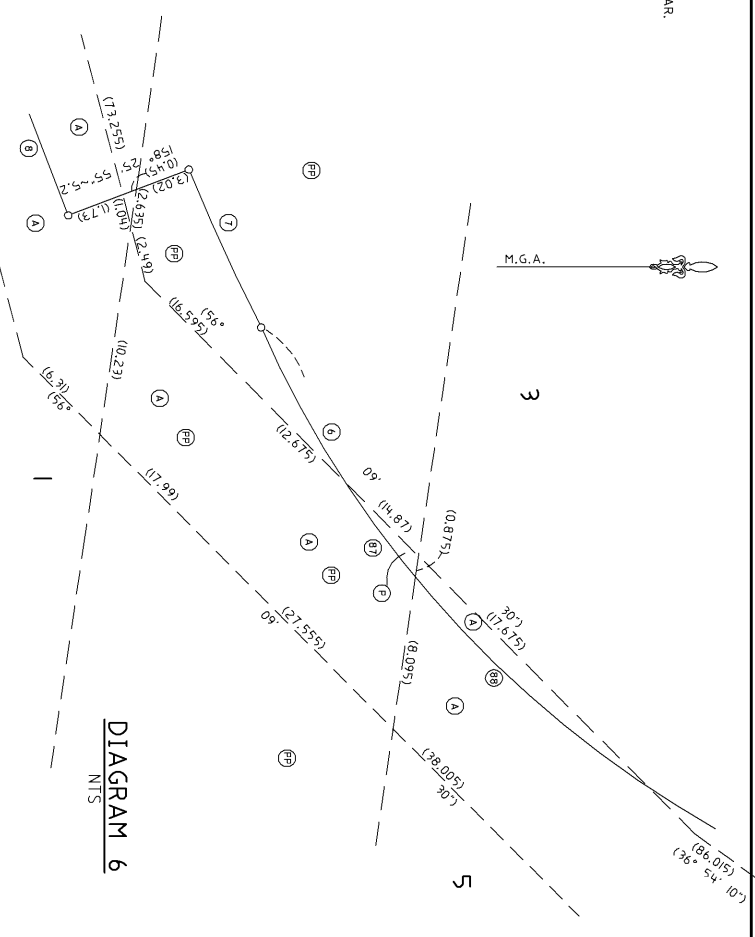
Registered
15.2.2011

DP1132985



- (A) EASEMENT FOR SEWERAGE PURPOSES 6 WIDE & VAR. (WIDE DP 1129435)
- (C) EASEMENT FOR UNDERGROUND CABLES 1.5 WIDE. (WIDE DP 1129435)
- (G) EASEMENT FOR ACCESS & SERVICES 12 WIDE & VARIABLE. (WIDE DP 1129435)
- (H) EASEMENT FOR SEWERAGE PURPOSES 4 WIDE. (WIDE DP 1129435)
- (I) EASEMENT FOR SEWERAGE PURPOSES 6 WIDE (WIDE DP 1129435)
- (M) EASEMENT FOR TRANSMISSION LINE 9 WIDE & VARIABLE (WIDE DP 8106492)
- (P) EASEMENT FOR TRANSMISSION LINE 12.115, 18.365 & 30.115 WIDE (WIDE DP 626438 & 1537973)
- (PP) PROPOSED EASEMENT FOR TRANSMISSION LINE 12.115, 18.365 & 30.115 WIDE (WIDE DP 626438)
- (R) RIGHT OF ACCESS 4, 12.5 WIDE AND VARIABLE

SCHEDULE OF SHORT & CURVED LINES				
No.	BEARING	DISTANCE	ARC RADIUS	
6	206°24'00"	303.22	332.24	226.4
7	249°21'05"	10.19	10.19	289.555
8	262°52'10"	126.675	127.67	294.7
12	19°25'20"	7.795	7.845	20
14	128°11'30"	20.005	20.945	20
15	94°25'25"	35.88	44.515	20
41	140°25'35"	4.48	—	—
54	346°47'35"	(50.65)	(56.085)	(6.8)
55	(8°28'40")	(25.285)	(25.465)	(6.8)
56	(87°41'20")	(6.785)	(6.785)	(30.2)
57	(54°39'25")	(2.46)	(2.465)	(20)
58	(304°15'40")	(18.075)	(18.755)	(20)
59	(94°53'40")	(1.745)	(1.745)	(20)
60	(87°19'30")	(3.535)	(3.54)	(20)
61	(76°23'00")	(4.095)	(4.1)	(20)
62	(65°50'50")	(3.25)	(3.255)	(20)
63	(48°03'30")	(9.085)	(9.165)	(20)
64	(21°33'30")	(9.25)	(9.355)	(20)
65	(194°41'15")	(6.08)	—	—
66	(213°10'5")	(56.25)	(57.475)	(80)
67	(31°46'00")	(7.27)	—	—
68	(20°02'00")	(10.64)	—	—
69	(20°02'00")	(2.74)	—	—
70	(31°46'00")	(7.755)	—	—
71	(230°38'05")	(15.62)	(15.655)	(68)
72	(213°42'50")	(24.375)	(24.5)	(68)
73	264°13'35"	9.055	—	—
74	(197°51'45")	(12.785)	(12.8)	(68)
86	(62°06'15")	(14.4)	(14.415)	(226.4)
87	(238°18'50")	(15.53)	(15.535)	(226.4)
88	(94°31'55")	(7.695)	(7.695)	(294.7)
89	230°24'10"	4.135	—	—
90	320°24'10"	4.48	—	—
91	230°08'25"	4.115	—	—
92	307°53'20"	5.27	—	—



Surveyor: LARRY DEAN WARD Date of Survey: 30/08/10 Surveyor's Ref: 76371.01.102K		PLAN OF SUBDIVISION OF LOT 61 DP 810692, LOT 1 DP 217205, LOT 1 DP 590862, LOT 20 DP 1129435 & LOTS 1 & 2 DP 222580.		LGA: CAMDEN Locality: SPRING FARM Subdivision No: 47 of 2010 Lengths are in metres Reduction Ratio: as shown		Registered 15.2.2011		DP1132985	
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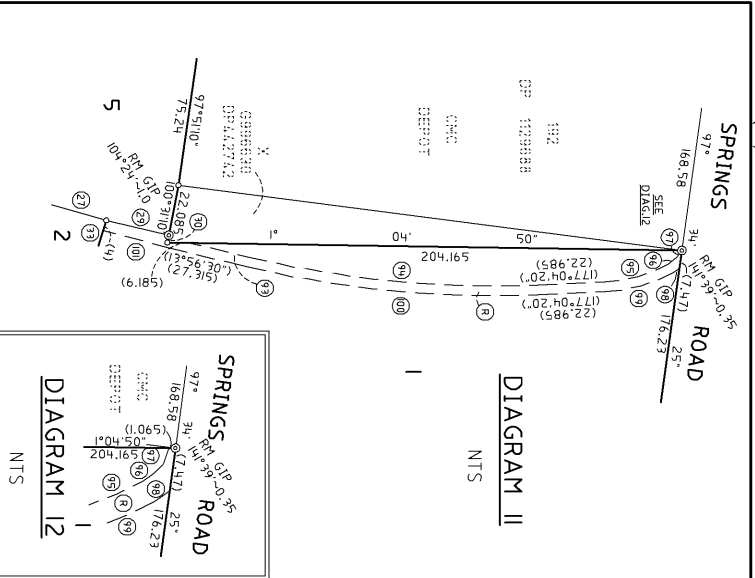


DIAGRAM 11

NTS

SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
97	(277°41'25")	(4.675)	—	—
98	(324°50'30")	(3.095)	(3.1)	(15.5)
99	(343°49'15")	(2.7465)	(28.215)	(6)
100	(5°30'25")	(119.99)	(120.425)	(409)
101	(15°12'00")	(31.58)	(31.585)	(719)

DIAGRAM 12

NTS

SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
97	(277°41'25")	(4.675)	—	—
98	(324°50'30")	(3.095)	(3.1)	(15.5)
99	(343°49'15")	(2.7465)	(28.215)	(6)
100	(5°30'25")	(119.99)	(120.425)	(409)
101	(15°12'00")	(31.58)	(31.585)	(719)

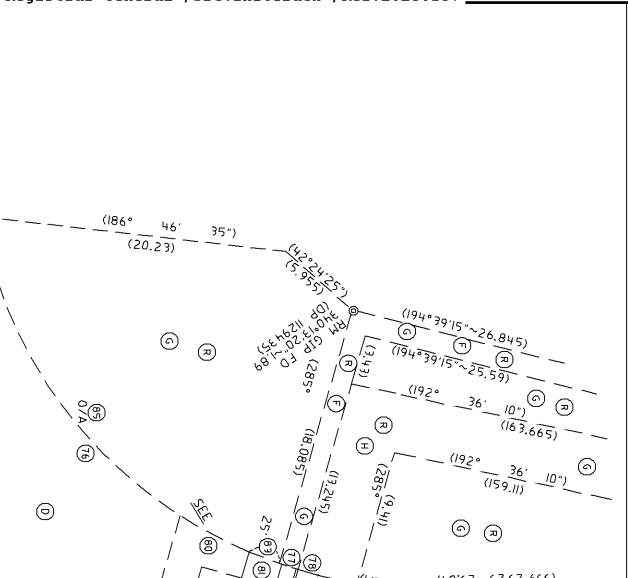
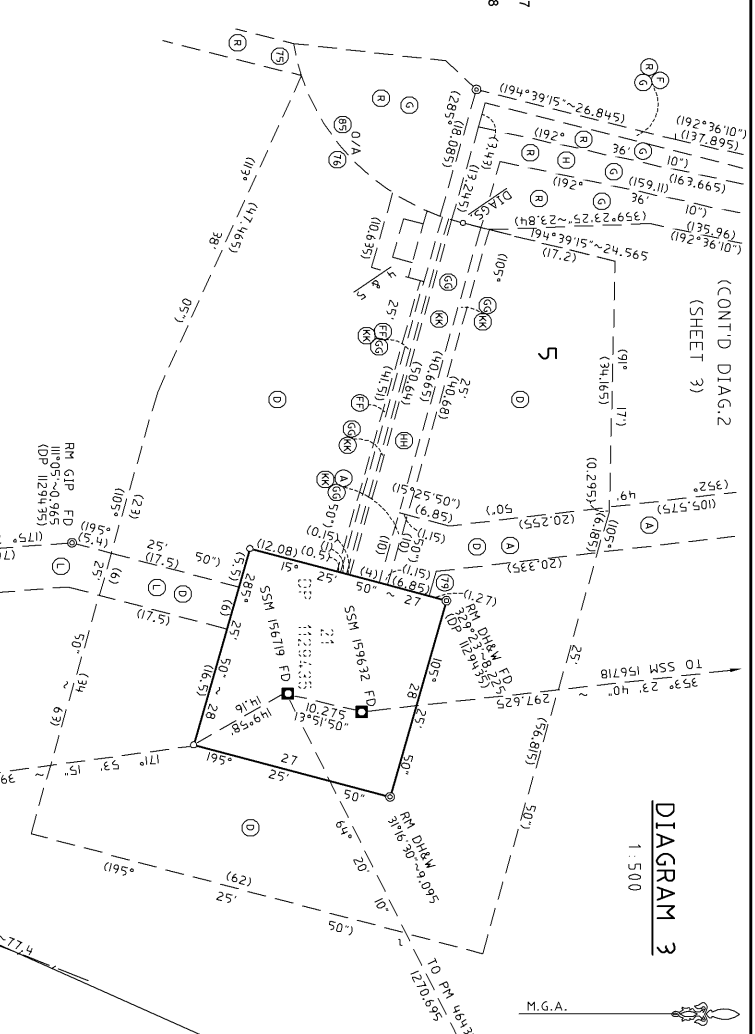


DIAGRAM 13

NTS

SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
97	(277°41'25")	(4.675)	—	—
98	(324°50'30")	(3.095)	(3.1)	(15.5)
99	(343°49'15")	(2.7465)	(28.215)	(6)
100	(5°30'25")	(119.99)	(120.425)	(409)
101	(15°12'00")	(31.58)	(31.585)	(719)

DIAGRAM 14

NTS

SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
97	(277°41'25")	(4.675)	—	—
98	(324°50'30")	(3.095)	(3.1)	(15.5)
99	(343°49'15")	(2.7465)	(28.215)	(6)
100	(5°30'25")	(119.99)	(120.425)	(409)
101	(15°12'00")	(31.58)	(31.585)	(719)

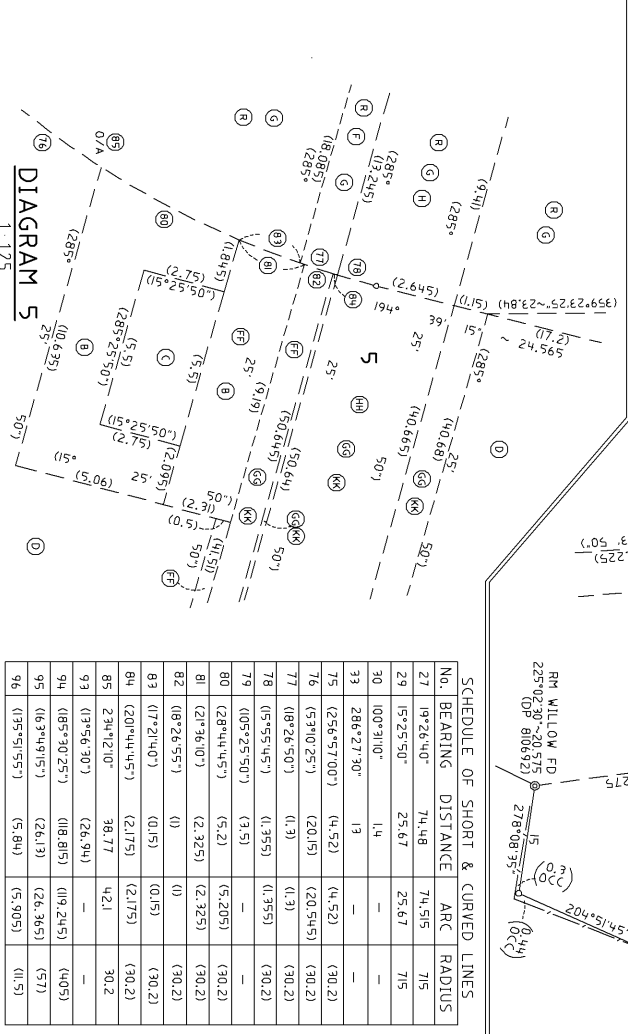


DIAGRAM 15

NTS

SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
97	(277°41'25")	(4.675)	—	—
98	(324°50'30")	(3.095)	(3.1)	(15.5)
99	(343°49'15")	(2.7465)	(28.215)	(6)
100	(5°30'25")	(119.99)	(120.425)	(409)
101	(15°12'00")	(31.58)	(31.585)	(719)

Surveyor: LARRY DEAN WARD
Date of Survey: 30/08/10
Surveyor's Ref: 76371.01.102K

PLAN OF SUBDIVISION OF LOT 61 DP 810692,
LOT 1 DP 217205, LOT 1 DP 590862,
LOT 20 DP 1129435 & LOTS 1 & 2 DP 222580.

LGA: CAMDEN
Locality: SPRING FARM
Subdivision No: 47 of 2010

Registered
15.2.2011

DP1132985

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants

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

1. RIGHT OF ACCESS 4, 12.5 WIDE AND VARIABLE
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND

SUNCORP METWAY Ltd A.C.N.
010 831 732 BY ITS ATTORNEY
JOSEPH CHRISTOPHER KING
WHO CERTIFIES THAT THEY ARE A
LEVEL 1 ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION

SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME

[Signature]
Kathryn Spence
Level 1, 56 Pitt St
Sydney NSW 2000

Office Use Only

DP1132985

Office Use Only

Registered: 15.2.2011

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 61 DP
810692, LOT 1 DP 217205, LOT 1 DP 590862,
LOT 20 DP 1129435 & LOTS 1 & 2 DP 222580

LGA: CAMDEN

Locality: SPRING FARM

Parish: NARELLAN

County: CUMBERLAND

Survey Certificate

I, LARRY DEAN WARD
of LEAN & HAYWARD PTY LTD
PO BOX 232, CAMPBELLTOWN NSW 2560

a surveyor registered under the Surveying and Spatial Information Act,
2002, certify that the survey represented in this plan is accurate, has
been made in accordance with the Surveying and Spatial Information
Regulation, 2006 and was completed on: 30TH SEPTEMBER 2010

The survey relates to LOTS 1 – 6 INCLUSIVE

(specify the land actually surveyed or specify any land shown in the
plan that is not the subject of the survey)

Signature *[Signature]* Dated: 3/10/10
Surveyor registered under the Surveying and Spatial
Information Act, 2002

Datum Line: "X" – "Y"

Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP 184887 ~	DP 587631 ~
DP 194887 ~	DP 590862 ~
DP 217205 ~	DP 810692 ~
DP 222580 ~	DP 1095893 ~
DP 228039 ~	DP 1129435 ~

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: 76371.01.L02 K

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

I, ... in approving this plan certify
(Authorised Officer)
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 certify that the provisions of s.109J of the Environmental Planning and
Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein
(insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Camden CouncilDate of Endorsement: 3rd December 2010

Accreditation no:

Subdivision Certificate no: 47 of 2010File no: DA 1089 / 2009

* Strike through inapplicable parts.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 61 DP
 810692, LOT 1 DP 217205, LOT 1 DP 590862,
 LOT 20 DP 1129435 & LOTS 1 & 2 DP 222580

Office Use Only

DP1132985

Office Use Only

Registered:



15.2.2011

Subdivision Certificate No.: 47 of 2010

Date of Endorsement: 3rd December 2010

Executed by Cornish Group Spring Farm Pty)
 Limited ACN 003 872 400)
 by authority of its directors under section 127(1))
 of the Corporations Act 2001 by:)

B. C. Li

Director

P. K. Cornish

Director/Secretary

Belt Cornish

Name of Director (print)

P. K. CORNISH

Name of Director/Secretary (print)

SUNCORP METWAY Ltd A.C.N.
 010 831 722 BY ITS ATTORNEY
 JOSEPH CHRISTOPHER KING
 WHO CERTIFIES THAT THEY ARE A
 LEVEL II ATTORNEY PURSUANT
 TO POWER OF ATTORNEY BOOK
 3859 NO. 372 OF WHICH THEY HAVE
 RECEIVED NO NOTICE OF
 REVOCATION

SIGNED IN MY PRESENCE BY
 THE SAID ATTORNEY WHO IS
 PERSONALLY KNOWN TO ME

WITNESS

Karina Spanos
 Level 2, 56 Pitt St
 SYDNEY NSW 2000

Chm

ePlan

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

(Sheet 1 of 3 sheets)

Plan:

DP1132985

Plan of Subdivision of Lot 61 DP 810692,
Lot 1 DP 217205, Lot 1 DP 590862,
Lot 20 DP 1129435 & Lots 1 & 2 DP 222580
covered by Subdivision Certificate No. 47 of 2010
dated the 3rd day
of December 2010.

**Full name and address of
the owner of the land:**

Cornish Group Spring Farm Pty Limited
ACN 003 872 400
Unit 101, Commercial 24
19-21 Jones Bay Wharf
PYRMONT NSW 2009

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	Right of Access 4, 12.5 Wide and Variable (R)	1 5	2 6
2	Restriction on the use of land	1 to 6 inclusive	Camden Council
3	Restriction on the use of land	5	6

Part 2 (Terms)

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

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

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

Camden Council.

.....
Authorised Officer Camden City Council

ePlan

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

(Sheet 2 of 3 sheets)

Plan:

DP1132985

Plan of Subdivision of Lot 61 DP 810692,
Lot 1 DP 217205, Lot 1 DP 590862,
Lot 20 DP 1129435 & Lots 1 & 2 DP 222580
covered by Subdivision Certificate No. 47 of 2010
dated the 3rd day
of December 2010.

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

No further development or works permitted on the burdened lots without development consent and that future development or subdivision of land on Lots 1,2,3,4,5 and 6 will require the appropriate environmental investigations to be undertaken in accordance with State Environmental Policies, Council's Development Control Plans and all relevant Council Policies.

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

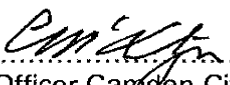
Camden Council.

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

The owner of the lot burdened shall construct, at no cost to the benefited lot, an all weather access to Camden Councils Specification, within the Right of Access 4, 12.5 Wide and Variable (R) firstly referred to in the plan, should the lot benefited require it.

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

Camden Council.


.....
Authorised Officer Camden City Council

ePlan

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

(Sheet 3 of 3 sheets)

Plan:

DP1132985

Plan of Subdivision of Lot 61 DP 810692,
Lot 1 DP 217205, Lot 1 DP 590862,
Lot 20 DP 1129435 & Lots 1 & 2 DP 222580
covered by Subdivision Certificate No. 47 of 2010
dated the 3rd day
of December 2010.

Executed by Cornish Group Spring Farm Pty)
Limited ACN 003 872 400)
by authority of its directors under section 127(1))
of the Corporations Act 2001 by:)

Bo-ee

Director

P.K. Cornish

Director/Secretary

Brett Cornish

Name of Director (print)

P.K. CORNISH

Name of Director/Secretary (print)

SUNCORP METWAY Ltd A.C.N.
010 831 722 BY ITS ATTORNEY
KENNETH HARDING SEETO
WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION

SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME

KH
K
Kathryn Spano
WITNESS
Level 2, 56 Pitt St
SYDNEY NSW 2000

P.M. [Signature]

Authorised Officer Camden City Council

REGISTERED



15.2.2011

Lodger Details

Lodger Code 500755D
Name CALDWELL MARTIN COX
Address 28 HILL ST
CAMDEN 2570
Lodger Box 1W
Email CHRIS@CMCOX.COM.AU
Reference CP2230777.OG J&

Land Registry Document Identification

AT62104

STAMP DUTY:

Request (11R)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
11/534539	N	

Applicant

J & W TRIPODI HOLDINGS PTY LIMITED ACN 101377682
Registered company

Document Type

Request (11R)

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Dealing

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
The Certifier has retained the evidence supporting this Registry Instrument or Document.
The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	J & W TRIPODI HOLDINGS PTY LIMITED
Signer Name	CHRISTOPHER LANCE PAUL
Signer Organisation	PARTNERS OF CALDWELL MARTIN COX
Signer Role	PRACTITIONER CERTIFIER
Execution Date	05/05/2023



NSW Land Registry Services
Level 30, 175 Liverpool Street Sydney NSW 2000
GPO Box 15, Sydney NSW 2001
P (02) 8776 3575
E eConveyancingNSW@nswlrs.com.au
www.nswlrs.com.au

Lodgment Rules Exception Form

This form must be lodged with every Dealing with Exception and Miscellaneous Dealing (Miscellaneous Document) form, as defined in the Lodgment Rules.

Please accept this scanned paper dealing, as an eligible exception under Rules 5 or 10 of the Lodgment Rules (version 2), that has been lodged as either a:

1. Dealing with Exception form; or
2. Miscellaneous Dealing (Miscellaneous Document) form

Lodgment Rules exception number: * 46

**Insert, from the Lodgment Rules exceptions list, the exception number relied on to use the Dealing with Exception form or Miscellaneous Dealing (Miscellaneous Document) form.*

The Lodgment Rules exception list is published on the Office of the Registrar General Lodgment Rules webpage:
<https://www.registrargeneral.nsw.gov.au/publications/lodgment-rules>

Form: 11R
Release: 4.3

REQUEST
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.

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

(A) STAMP DUTY	If applicable. Revenue NSW use only		
(B) TORRENS TITLE	See Annexure A		
(C) REGISTERED DEALING	Number	Torrens Title	
(D) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Reference:	CODE R
(E) APPLICANT	Minister for Planning and Public Spaces for the State of New South Wales		
(F) NATURE OF REQUEST	Application for registration of a Planning Agreement on title under section 7.6 of the Environmental Planning and Assessment Act 1979		

(G) TEXT OF REQUEST

That the Planning Agreement, provided in Annexure "B" attached, is registered on the title of the folios for the land referred to in Annexure "A".

DATE 5.5.2023

- (H) I certify that I am an eligible witness and that an authorised officer of the applicant signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

Signature of authorised officer:

Name of witness: See Annexure A
Address of witness:

Authorised officer's name: See Annexure A
Authority of officer:
Signing on behalf of:

- (I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.
The _____ certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No: _____ Full name: _____ Signature: _____

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

Annexure **A** to

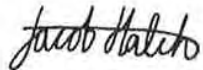
Parties:

Applicant: Minister for Planning for the State of New South Wales
Registered Proprietor: J&W Tripodi Holdings Pty Ltd

Dated: **5.5.23**

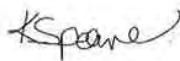
Schedule of Titles for Planning to Agreement to be Registered:
Lot 11 DP534539

I certify that I am an eligible witness and that an authorised officer of the applicant signed this dealing over audio visual link.



Electronic signature of me, the witness, Jacob Hatch, affixed on 21 April 2023

Certified correct for the purposes of the Real Properties Act 1900 by the authorised officer named below.



Electronic signature of me, the authorised officer, Kate Speare, affixed by me on 21 April 2023

Name of witness: Jacob Hatch
Address of witness: 12 Darcy Street
Parramatta NSW 2150

Authorised officer's name: Kate Speare
Authority of officer: Delegate of the
Minister of Planning and Public Spaces
Signing on behalf of: Minister of Planning
and Public Spaces

Annexure B to REQUEST

Parties: By Minister for Planning and Public Spaces for the State of New South Wales, J & W Tripodi Holdings Pty Limited

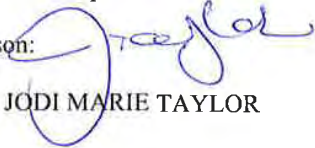
Dated: 5 / 5 / 2023

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: J & W Tripodi Holdings Pty Limited ACN 101 377 682

Authority: Section 127(1) of the Corporations Act 2001

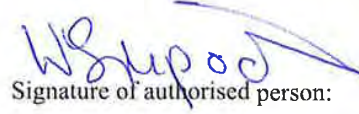
Signature of authorised person:



Name of authorised person: JODI MARIE TAYLOR

Office held: Director

Signature of authorised person:



Name of authorised person: WANDA CAROLYN TRIPODI

Office held: Director

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Planning Agreement

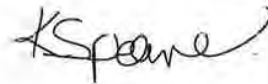
Environmental Planning and Assessment Act 1979

215 Macarthur Road, Spring Farm NSW 2570

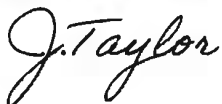
Spring Farm Urban Release Area

Minister administering the *Environmental Planning and Assessment Act 1979* (ABN 20 770 707 468)

J&W Tripodi Holdings Pty Limited (ACN 101 377 682)



Electronic signature of me, Wanda Tripodi, affixed by me on 1/11/22



Electronic signature of me, Jodi Taylor, affixed by me on 1/11/22

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KSpene
This deed is dated 21 April 2023

Parties:

W. Tripodi

Electronic signature of me, Wanda Tripodi, affixed by me on 1/11/22

J. Taylor

Electronic signature of me, Jodi Taylor, affixed by me on 1/11/22

Minister

Minister administering the *Environmental Planning and Assessment Act 1979* (ABN 20 770 707 468)
c/- NSW Department of Planning and Environment
of Level 11, 4 Parramatta Square, 12 Darcy Street, Parramatta, NSW 2150

Developer

J&W Tripodi Holdings Pty Limited (ACN 101 377 682) of C/- Pharus Advisory Group, Level 2, 66 Clarence Street, Sydney NSW 2000

Introduction:

- A** The Developer owns the Land.
- B** The Developer proposes to carry out the Development on the Land.
- C** The Developer has made a Development Application to the Consent Authority in respect of the Land.
- D** Clause 6.1 of the LEP provides that the Consent Authority must not grant Development Consent to the Development unless the Secretary has certified in writing to the Consent Authority that satisfactory arrangements have been made to contribute to the provision of designated State infrastructure referred to in clause 6.1 of the LEP.
- E** The Developer has offered to enter into this deed with the Minister to secure the Development Contribution in order to enable the Secretary to provide the certification required by the LEP.

It is agreed:

1. Definitions and interpretation

1.1 Definitions

In this deed, unless the context clearly indicates otherwise:

Act means the *Environmental Planning and Assessment Act 1979* (NSW).

Address for Service means the address of each party appearing in Schedule 2 or any new address notified by any party to all other parties as its new Address for Service.

Authority means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.

Bank Guarantee means an irrevocable and unconditional undertaking:

- (a) by an Australian bank which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and
- (b) on terms acceptable to the Minister, in the Minister's absolute discretion,

to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

Base CPI means the CPI number for the quarter ending 31 March 2021.

Business Day means any day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, and concludes at 5 pm on that day.

CoRD Holder Consent means the electronic document lodged through an ELNO that provides consent to the registration of instruments and plans.

Consent Authority has the same meaning as in the Act.

Contribution Amount means the amount of the monetary contribution to be paid by the Developer as described in Schedule 4.

CPI means the Consumer Price Index (All Groups Index) for Sydney published by the Commonwealth Statistician, or if that index no longer exists, any similar index that the Minister specifies, in his or her sole discretion, for the purposes of this deed.

Current CPI means the CPI number as provided in clause 2(c) of Schedule 4.

Dealing means in relation to the Land, to sell, transfer, assign, mortgage, charge, dispose, encumber or otherwise deal with the Land in whole or part.

Development means the proposed subdivision of the Land into approximately fifty-one (51) residential lots over two stages, generally in accordance with the plan in Schedule 7 and DA/2021/1769/1 lodged with Camden Council.

- Stage 1 – demolition of structures and removal of vegetation, subdivision of Lot 11 in DP534539 into forty-nine (49) residential lots (Lots 1-49) and two (2) residual lots (Residue Lots 1 and 2), and associated road works.
- Stage 2 – subdivision of Residue Lots 1 and 2 created in stage 1 into two residential lots (Lots 101 and 102).

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means the contributions to be provided by the Developer in accordance with Schedule 4.

ELNO has the same meaning as in the *Electronic Conveyancing National Law* (NSW).

Explanatory Note means the note exhibited with a copy of this deed when this deed is made available for inspection by the public pursuant to the Act.

General Register of Deeds means the land register maintained under the *Conveyancing Act 1919* (NSW) and so titled.

GST means any form of goods and services tax payable under the GST Legislation.

GST Legislation means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insurance Bond means an irrevocable and unconditional undertaking:

- (a) by an Insurance Company which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and
- (b) on terms acceptable to the Minister, in the Minister's absolute discretion,

to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

Insurance Company means an insurance company authorised under the *Insurance Act 1973* and subject to prudential supervision by Australian Prudential Regulatory Authority.

LEP means *Camden Local Environmental Plan 2010*.

Mediation Program means the Mediation Program of the Law Society of New South Wales as published on its website and as varied from time to time.

Minister means the Minister administering the *Environmental Planning and Assessment Act 1979* and includes the Secretary and the Secretary's nominee.

Planning Application means:

- (a) a Development Application; or
- (b) any other application required under the Act,

which seeks approval for the subdivision of the Land.

Real Property Act means the *Real Property Act 1900* (NSW).

Register means the Torrens title register maintained under the Real Property Act.

Secretary means the Secretary of the Department of Planning and Environment (including that Department if renamed) or, if that Department is abolished or ceases to include the group of staff principally responsible for the administration of the Act, the head of any other Department or other Public Service agency that includes that group of staff.

Security means a Bank Guarantee or an Insurance Bond.

Standard Instrument means the standard instrument set out at the end of the *Standard Instrument (Local Environmental Plans) Order 2006*.

Subdivision Certificate has the same meaning as in the Act.

Tax means a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.

1.2 Interpretation

In this deed unless the context clearly indicates otherwise:

- (a) a reference to **this deed** or another document means this deed or that other document and any document which varies, supplements, replaces, assigns or novates this deed or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation made under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;

- (d) a reference to the **introduction**, a **clause**, a **schedule** or an **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this deed;
- (e) **clause headings**, the **introduction** and the **table of contents** are inserted for convenience only and do not form part of this deed;
- (f) the **schedules** and **annexures** form part of this deed;
- (g) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (i) a reference to a **corporation** includes its successors and permitted assigns;
- (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this deed;
- (k) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (l) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (m) **including** and **includes** are not words of limitation;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) **monetary amounts** are expressed in Australian dollars;
- (p) the singular includes the plural and vice-versa;
- (q) words importing one gender include all other genders;
- (r) a reference to a thing includes each part of that thing; and
- (s) neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

2. Operation and application of this deed

2.1 Operation

This deed commences on the date that this deed is signed by all the parties.

2.2 Planning agreement under the Act

This deed constitutes a planning agreement within the meaning of section 7.4 of the Act and the parties agree on the matters set out in Schedule 1.

2.3 Application

This deed applies to:

- (a) the Land; and
- (b) the Development.

3. Application of sections 7.11, 7.12 and 7.24 of the Act

The application of sections 7.11, 7.12 and 7.24 of the Act is excluded to the extent stated in Schedule 1.

4. Development Contribution

4.1 Developer to provide Development Contribution

The Developer undertakes to provide to the Minister, or the Minister's nominee, the Development Contribution in accordance with the provisions of Schedule 4.

4.2 Special Infrastructure Contribution

- (a) This clause applies where:
 - (i) the Minister determines a special infrastructure contribution (**SIC**) under section 7.23 of the Act for a special contributions area that includes any part of the Land (**SIC Determination**); and
 - (ii) the SIC Determination takes effect on or after the commencement of this deed, but before the Development Contribution has been paid in full.
- (b) If the SIC Amount for a stage of the subdivision authorised by the relevant Development Consent is less than the Contribution Amount that would otherwise be payable under this deed for that stage, then:
 - (i) the Developer is required to pay only the SIC Amount; and
 - (ii) that amount is to be treated as the relevant Contribution Amount for the purposes of clause 4.1 and clauses 1(b) and 3 of Schedule 4.
- (c) Clause 4.2(b) applies only to a Contribution Amount that has not been paid and is not due and payable at the time the SIC Determination takes effect. To avoid doubt, the Minister is not required to refund or reimburse any part of the Development Contribution paid before that time.
- (d) In this clause 4.2, a reference to the SIC Amount for a stage of the subdivision authorised by the relevant Development Consent is a reference to the amount of the monetary contribution for that stage calculated in accordance with the SIC Determination, being the amount that would have been payable if the application of section 7.24 of the Act had not been excluded by this deed and the Development Consent had been granted on or after the SIC Determination took effect.

4.3 Acknowledgement

The Developer acknowledges and agrees that, subject to section 7.3 of the Act, the Minister:

- (a) has no obligation to use or expend the Development Contribution for a particular purpose despite any provision of this deed to the contrary and has no obligation to repay the Development Contribution; and
- (b) in circumstances where the Development Contribution is transferred to any Authority, has not made any representation or warranty that the Development Contribution will or must be used for a particular purpose by that Authority.

5. Interest

5.1 Interest for late payment

- (a) If the Developer fails to pay a Contribution Amount (as indexed in accordance with Schedule 4) due to the Minister on the due date for payment, the Developer must also pay to the Minister interest at a rate of 2% above the loan reference rate charged by the Commonwealth Bank of Australia from time to time.
- (b) Interest is payable on the daily balance of amounts due from the due date for payment of those amounts until all outstanding amounts (including interest on those amounts) have been paid to the Minister.

6. Enforcement

6.1 Developer to provide Security

The Developer has agreed to provide security to the Minister for the performance of the Developer's obligations under this deed by providing the Security to the Minister in accordance with the terms and procedures set out in Schedule 5.

7. Registration

7.1 Registration of deed

- (a) Within 10 Business Days of receiving a copy of this deed executed by the Minister, the Developer at its own expense is to take all practical steps and otherwise do anything to procure:
 - (i) the consent of each person, as required by the Registrar-General, who:
 - (A) has an estate or interest in the Land registered under the Real Property Act; or
 - (B) is seized or possessed of an estate or interest in the Land,to the registration of this deed on the title to the Land and to the terms of this deed; and
 - (ii) the execution of any documents;
 - (iii) if required, the production of the relevant certificates of title or electronic lodgement of the relevant CoRD Holder Consents through an ELNO; and
 - (iv) the electronic lodgement of this deed in a registrable form through an ELNO for registration by the Registrar-General in the relevant folio of the Register for the Land, or in the General Register of Deeds if this deed relates to land not under the Real Property Act.
- (b) The Developer will take all practical steps and otherwise do anything to procure the registration of this deed within three months of the date of this deed in the relevant folio of the Register for the Land, or in the General Register of Deeds if this deed relates to land not under the Real Property Act, including promptly responding to any requisitions made by the Registrar-General in respect of this deed and/or any ancillary documents.

7.2 Evidence of registration

- (a) The Developer must provide the Minister with evidence of the lodgement of this deed pursuant to clause 7.1(a)(iv) within 10 Business Days of such lodgement.

- (b) The Developer will provide the Minister with a copy of the relevant folio of the Register for the Land and a copy of the registered dealing containing this deed within 10 Business Days of registration of this deed.

7.3 Release and discharge of deed

The Minister agrees to do all things reasonably required by the Developer to release and discharge this deed with respect to any part of the Land upon the Developer satisfying all of its obligations under this deed in respect of that part of the Land.

7.4 Interest in Land

The Developer represents and warrants that it is:

- (a) the owner of the Land; and
- (b) legally and beneficially entitled to obtain all consents and approvals and to compel any person referred to in or contemplated by clause 7.1(a)(i) to assist, cooperate and to otherwise do all things necessary for the Developer to comply with its obligations under clause 7.

7.5 Right to lodge caveat

- (a) Subject to clause 7.5(b) until such time as this deed is registered on the title of the Land in accordance with clause 7.1, the Developer acknowledges that this deed confers on the Minister an interest in the Land and entitles the Minister to lodge and maintain a caveat on the title to the Land to prevent any Dealing in respect of the Land.
- (b) If the Minister lodges a caveat in accordance with clause 7.5(a), then the Minister will do all things reasonably necessary to:
 - (i) ensure that the caveat does not prevent or delay the registration of this deed; and
 - (ii) remove the caveat from the title to the Land promptly, following registration of this deed in accordance with clause 7.1.
- (c) If, after 10 Business Days of receipt of a copy of this deed executed by the Minister, the Developer has failed or has been unable to achieve the registration of this deed in accordance with clause 7.1, the Developer must pay the Minister's reasonable costs and expenses, including legal costs, of exercising the Minister's rights under clause 7.5(a) to lodge and withdraw a caveat(s) (as applicable).

8. Dispute Resolution

8.1 Not commence

A party must not commence any court proceedings relating to a dispute unless it complies with this clause 8.

8.2 Written notice of dispute

A party claiming that a dispute has arisen under or in relation to this deed must give written notice to the other party specifying the nature of the dispute.

8.3 Attempt to resolve

On receipt of notice under clause 8.2, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution processes such as mediation, expert evaluation or other methods agreed by them.

8.4 Mediation

If the parties do not agree within 21 Business Days of receipt of notice under clause 8.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; or
- (c) the selection and compensation of the independent person required for such technique,

the parties must mediate the dispute in accordance with the Mediation Program. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

8.5 Court proceedings

If the dispute is not resolved within 60 Business Days after notice is given under clause 8.2 then any party which has complied with the provisions of this clause 8 may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

8.6 Not use information

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 8 is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause 8 for any purpose other than in an attempt to settle the dispute.

8.7 No prejudice

This clause 8 does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this deed.

9. GST

9.1 Definitions

Words used in this clause that are defined in the GST Legislation have the meaning given in that legislation.

9.2 Intention of the parties

The parties intend that:

- (a) Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this deed; and
- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

9.3 Reimbursement

Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense, or other amount paid or incurred must be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

9.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 9.

9.5 Additional Amounts for GST

To the extent an amount of GST is payable on a supply made by a party (**Supplier**) under or in connection with this deed (the **GST Amount**), the recipient must pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Minister as recipient of the supply, the Developer must ensure that:

- (a) the Developer makes payment of the GST Amount on behalf of the Minister, including any gross up that may be required; and
- (b) the Developer provides a tax invoice to the Minister.

9.6 Non monetary consideration

Clause 9.5 applies to non-monetary consideration.

9.7 Assumptions

The Developer acknowledges and agrees that in calculating any amounts payable under clause 9.5 the Developer must assume the Minister is not entitled to any input tax credit.

9.8 No merger

This clause does not merge on completion or termination of this deed.

10. Assignment and transfer

10.1 Right to assign or novate

- (a) Prior to a proposed assignment or novation of its rights or obligations under this deed, the party seeking to assign its rights or novate its obligations (**Assigning Party**) must seek the consent of the Minister and:
 - (i) satisfy the Minister (acting reasonably) that the person to whom the Assigning Party's rights or obligations are to be assigned or novated (**Incoming Party**) has sufficient assets, resources and expertise required to perform the Assigning Party's obligations under this deed insofar as those obligations are to be novated to the Incoming Party;
 - (ii) procure the execution of an agreement by the Incoming Party with the Minister on terms satisfactory to the Minister (acting reasonably) under which the Incoming Party agrees to comply with the terms and conditions of this deed as though the Incoming Party were the Assigning Party; and
 - (iii) satisfy the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (b) The Assigning Party must pay the Minister's reasonable legal costs and expenses incurred under this clause 10.1.

10.2 Right to transfer Land

- (a) The Developer must not sell or transfer to another person (**Transferee**) the whole or part of any part of the Land:
 - (i) on which this deed remains registered under section 7.6 of the Act; or
 - (ii) for which the Development Contribution required under this deed remains outstanding.
- (b) Notwithstanding clause 10.2(a), the Developer may sell or transfer the whole or any part of the Land to a Transferee if prior to the proposed sale or transfer the Developer:
 - (i) satisfies the Minister, acting reasonably, that the proposed Transferee has sufficient assets, resources and expertise required to perform any of the remaining obligations of the Developer under this deed or satisfies the Minister, acting reasonably, that the Developer will continue to be bound by the terms of this deed after the transfer has been effected;
 - (ii) procures the execution of an agreement by the Transferee with the Minister on terms satisfactory to the Minister, acting reasonably, under which the Transferee agrees to comply with the terms and conditions of this deed as though the Transferee were the Developer; and
 - (iii) satisfies the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (c) The Developer must pay the Minister's reasonable legal costs and expenses incurred under this clause 10.2.

10.3 Replacement Security

Provided that:

- (a) the Developer has complied with clause 10.1 and 10.2; and
- (b) the Transferee or Incoming Party (as the case may be) has provided the Minister with a replacement Security in accordance with the requirements of Schedule 5 and on terms acceptable to the Minister,

the Minister will promptly return the Security to the Developer.

11. Capacity

11.1 General warranties

Each party warrants to each other party that:

- (a) this deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this deed in the capacity of trustee of any trust.

11.2 Power of attorney

If an attorney executes this deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

12. Reporting requirement

- (a) By 1 September each year or as otherwise agreed with the Secretary, the Developer must deliver to the Secretary a report (in a format acceptable to the Secretary) for the period 1 July to 30 June of the preceding financial year which must include the following matters, as applicable:
 - (i) details of all Development Consents and Subdivision Certificates issued in relation to the Development;
 - (ii) a description of the status of the Development including a plan that identifies what parts of the Development have been completed, are under construction and are to be constructed;
 - (iii) a forecast in relation to the anticipated progression and completion of the Development;
 - (iv) a compliance schedule showing the details of all Contribution Amounts provided under this deed as at the date of the report and indicating any non-compliance with this deed and the reason for the non-compliance; and
 - (v) when the Developer expects to lodge the next Planning Application.
- (b) Upon the Secretary's request, the Developer must deliver to the Secretary all documents and other information which, in the reasonable opinion of the Secretary, are necessary for the Secretary to assess the status of the Development and the Developer's compliance with this deed.

13. General Provisions

13.1 Entire deed

This deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

13.2 Variation

This deed must not be varied except by a later written document executed by all parties.

13.3 Waiver

A right created by this deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

13.4 Further assurances

Each party must promptly execute all documents and do every thing necessary or desirable to give full effect to the arrangements contained in this deed.

13.5 Time for doing acts

- (a) If:
 - (i) the time for doing any act or thing required to be done; or
 - (ii) a notice period specified in this deed,

expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

13.6 Governing law and jurisdiction

- (a) The laws applicable in New South Wales govern this deed.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

13.7 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

13.8 Preservation of existing rights

The expiration or termination of this deed does not affect any right that has accrued to a party before the expiration or termination date.

13.9 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this deed for any reason, does not merge on the occurrence of that event but remains in full force and effect.

13.10 Counterparts

This deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

13.11 Relationship of parties

Unless otherwise stated:

- (a) nothing in this deed creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

13.12 Good faith

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this deed.

13.13 No fetter

Nothing in this deed is to be construed as requiring the Minister to do anything that would cause the Minister to breach any of the Minister's obligations at law and without limitation, nothing in this deed shall be construed as limiting or fettering in any way the discretion of the Minister in exercising any of the Minister's statutory functions, powers, authorities or duties.

13.14 Explanatory note

The Explanatory Note must not be used to assist in construing this deed.

13.15 Expenses and stamp duty

- (a) The Developer must pay its own and the Minister's reasonable valuation costs, legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this deed.
- (b) The Developer must pay for all costs and expenses associated with the giving of public notice of this deed and the Explanatory Note.
- (c) The Developer must pay all Taxes assessed on or in respect of this deed and any instrument or transaction required or contemplated by or necessary to give effect to this deed (including stamp duty and registration fees, if applicable).
- (d) The Developer must pay its own and the Minister's reasonable costs and disbursements in connection with the release and discharge of this deed with respect to any part of the Land pursuant to clause 7.3.
- (e) The Developer must provide the Minister with bank cheques, or an alternative method of payment if agreed with the Minister, in respect of the Minister's costs pursuant to clauses 13.15(a), (b) and (d):
 - (i) where the Minister has provided the Developer with written notice of the sum of such costs prior to execution, on the date of execution of this deed; or
 - (ii) where the Minister has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 30 Business Days of demand by the Minister for payment.

13.16 Notices

- (a) Any notice, demand, consent, approval, request or other communication (**Notice**) to be given under this deed must be in writing and must be given to the recipient at its Address for Service by being:
 - (i) hand delivered; or
 - (ii) sent by prepaid ordinary mail within Australia; or
 - (iii) in the case of a Notice to be given by the Minister or Secretary, sent by email.
- (b) A Notice is given if:
 - (i) hand delivered, on the date of delivery but if delivery occurs after 5pm New South Wales time or a day that is not a Business Day, is taken to be given on the next Business Day;
 - (ii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting; or
 - (iii) sent by email:
 - (A) before 5 pm on a Business Day, on that Day;
 - (B) after 5 pm on a Business Day, on the next Business Day after it is sent; or

(C) on a day that it is not a Business Day, on the next Business Day after it is sent,
and the sender does not receive a delivery failure notice.

13.17 Electronic Execution

- (a) Each party consents to this deed and any variations of this deed being signed by electronic signature by the methods set out in this clause.
- (b) This clause applies regardless of the type of legal entity of the parties. If this deed or any subsequent variations are signed on behalf of a legal entity, the persons signing warrant that they have the authority to sign.
- (c) For the purposes of this clause, the parties agree that the following methods validly identify the person signing and indicate that person's intention to sign this deed and any variation of it:
 - (i) insertion of an image (including a scanned image) of the person's own unique signature on to the deed;
 - (ii) insertion of the person's name on to the deed; or
 - (iii) use of a stylus or touch finger or a touch screen to sign the deed,provided that in each of the above cases, words to the effect of '*Electronic signature of me, [NAME], affixed by me on [DATE]*' are also included on the deed;
- (iv) use of a reliable electronic signature and exchange platform (such as DocuSign or AdobeSign) to sign the deed; or
- (v) as otherwise agreed in writing (including via email) between the parties.
- (d) The parties agree that the above methods are reliable as appropriate for the purpose of signing this deed and that electronic signing of this deed by or on behalf of a party indicates that party's intention to be bound.
- (e) A signed copy of this document transmitted by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this deed for all purposes.

Schedule 1

Table 1 - Requirements under section 7.4 of the Act (clause 2.2)

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the deed complying with the Act.

Requirement under the Act	This deed
Planning instrument and/or development application – (section 7.4(1)) The Developer has: (a) sought a change to an environmental planning instrument. (b) made, or proposes to make, a Development Application. (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(a) N/A (b) Yes (c) No
Description of land to which this deed applies – (section 7.4(3)(a))	See Schedule 3
Description of development to which this deed applies – (section 7.4 (3)(b))	See definition of Development in clause 1.1
Description of change to the environmental planning instrument to which this deed applies – (section 7.4 (3)(b))	N/A
The scope, timing and manner of delivery of contribution required by this deed – (section 7.4 (3)(c))	See Schedule 4
Applicability of sections 7.11 and 7.12 of the Act – (section 7.4 (3)(d))	The application of sections 7.11 and 7.12 of the Act is not excluded in respect of the Development.
Applicability of section 7.24 of the Act – (section 7.4 (3)(d))	The application of section 7.24 of the Act is excluded in respect of the Development.
Consideration of benefits under this deed if section 7.11 applies – (section 7.4 (3)(e))	No
Mechanism for Dispute Resolution – (section 7.4(3)(f))	See clause 8
Enforcement of this deed – (section 7.4(3)(g))	See clause 6
No obligation to grant consent or exercise functions – (section 7.4(10))	See clause 13.13

Table 2 – Other matters

Requirement under the Act	This deed
Registration of the Planning Agreement – (section 7.6 of the Act)	Yes (see clause 7)
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued – (section 21 of <i>Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021</i>)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued – (section 48 of <i>Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021</i>)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued – (section 6.15(1)(d) of the Act)	Yes (see clause 3 of Schedule 4)

Schedule 2

Address for Service (clause 1.1)

Minister

Contact: The Secretary

Address: Department of Planning and Environment
4 Parramatta Square, 12 Darcy Street

PARRAMATTA NSW 2150

Email: planningagreements@planning.nsw.gov.au

Developer

Contact: The Company Directors and Secretary

Address: J&W Tripodi Holdings Pty Limited

PO Box 64

COBBITTY NSW 2570

Email: jodi@jmtcivil.com.au

Schedule 3

Land (clause 1.1)

1. Lots proposed for development

Lot	Deposited Plan	Folio Identifier
11	534539	11/534539

Schedule 4

Development Contribution (clause 4)

1. Development Contribution

- (a) For the purposes of this Schedule, Net Developable Area, in relation to a part of the Land means the net developable area of that part as defined and determined in accordance with Schedule 6.
- (b) The Developer undertakes to provide the Development Contribution in the manner set out in the table below:

Development Contribution	Value	Timing
Contribution Amount - Monetary contribution towards designated State public infrastructure	\$177,575 per hectare of Net Developable Area for any part of the Land to which a Subdivision Certificate application relates.	Pursuant to clause 3 of this Schedule 4

- (c) The Minister and Developer acknowledge and agree that the Development Contribution is the sum of the Contribution Amounts under this deed.

2. Calculation of the value of a Contribution Amount

- (a) Each Contribution Amount will be an amount equal to "X" in the following formula:
$$X = N \times \$177,575$$

"N" means the number of hectares comprised in the Net Developable Area of the part of Land to which a Subdivision Certificate application relates.
- (b) Each Contribution Amount is to be adjusted, at time of payment, by multiplying the Contribution Amount payable by an amount equal to the Current CPI divided by the Base CPI.
- (c) For the purposes of this clause 2, the Current CPI is:
 - (i) if the Contribution Amount is paid between 1 January and 30 June (inclusive) in any calendar year – the CPI number for the quarter ending on 31 March in the preceding calendar year; and
 - (ii) if the Contribution Amount is paid between 1 July and 31 December (inclusive) in any calendar year – the CPI number for the quarter ending on 31 March in that calendar year.

3. Payment of Contribution Amounts

- (a) The Developer must pay to the Minister or the Minister's nominee each Contribution Amount prior to the issue of the relevant Subdivision Certificate.
- (b) The Developer must provide the Minister with not less than 10 Business Days' written notice of its intention to lodge an application for the relevant Subdivision Certificate.

- (c) The parties agree that the requirement to make a payment under this clause is a restriction on the issue of the relevant Subdivision Certificate within the meaning of section 6.15(1)(d) of the Act.

Schedule 5

Security terms (clause 6)

1. Developer to provide Security

- (a) In order to secure the payment or performance of the Development Contribution the Developer has agreed to provide the Security.
- (b) The Security must:
 - (i) name the "Minister administering the *Environmental Planning and Assessment Act 1979*" and the "Department of Planning and Environment ABN 20 770 707 468" as the relevant beneficiaries; and
 - (ii) not have an expiry date.

2. Security

- (a) At the time the Developer signs this deed, the Developer must provide the Security to the Minister having a face value amount of \$20,000 (**Security Amount**) in order to secure the Developer's obligations under this deed.
- (b) From the date of execution of this deed until the date that the Developer has provided the Development Contribution, the Minister is entitled to retain the Security.

3. Claims under Bank Guarantees

- (a) The Minister may:
 - (i) call upon the Security where the Developer has failed to pay a Contribution Amount for the Development on or after the date for payment under this deed; and
 - (ii) retain and apply such monies towards the Contribution Amount and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed.
- (b) Prior to calling upon the Security the Minister must give the Developer not less than 10 Business Days written notice of his or her intention to call upon the Security.
- (c) If:
 - (i) the Minister calls upon the Security; and
 - (ii) applies all or part of such monies towards the Contribution Amount and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed; and
 - (iii) has notified the Developer of the call upon the Security in accordance with clause 3(b) of this Schedule 5,

then the Developer must provide to the Minister a replacement Security to ensure that at all times until the date that the Security is released in accordance with clause 4 of this Schedule 5, the Minister is in possession of Security for a face value equivalent to the Security Amount.

4. Release of Security

If:

- (a) the Developer has satisfied all of its obligations under this deed secured by the Bank Guarantee; and
- (b) the whole of the monies secured by the Bank Guarantee has not been expended and the monies accounted for in accordance with clause 2 of this Schedule 5,

then the Minister will promptly return the Bank Guarantee (less any costs, charges, duties and taxes payable), or the remainder of the monies secured by the Bank Guarantee (as the case may be), to the Developer.

Schedule 6

Definition of Net Developable Area (Schedule 4, clauses 1 and 2)

1. The net developable area of a part of the Land (*the net developable area for the proposed subdivision*) is the area of land, in hectares, shown on the proposed plan of subdivision (that is, the area to which the relevant application for a subdivision certificate for that part of the Land relates), subject to the other provisions of this Schedule 6.
2. The net developable area does not include the area of any land that the proposed subdivision reserves, dedicates or otherwise sets aside as, or for the purpose of, any of the following:
 - (a) school;
 - (b) TAFE establishment;
 - (c) emergency services facility;
 - (d) health services facility owned or operated by a public authority;
 - (e) golf course;
 - (f) passenger transport facility;
 - (g) place of public worship;
 - (h) public open space, including a public reserve (within the meaning of the *Local Government Act 1993*);
 - (i) drainage reserve (within the meaning of the *Local Government Act 1993*);
 - (j) public utility undertaking;
 - (k) bus depot;
 - (l) recreation area;
 - (m) cemetery (within the meaning of the *Cemeteries and Crematoria Act 2013*);
 - (n) public roads; and
 - (o) public amenities or public services, in connection with which development contributions have been imposed under section 7.11 or section 7.12 of the Act or may be imposed in accordance with a contributions plan approved under section 7.18 of the Act.
3. The following areas of land are not to be included in the calculation of the net developable area for the proposed subdivision:
 - (a) any area of land that is at or below the level of a 1:100 ARI (average recurrent interval) flood event, if the Secretary is satisfied that the area is unsuitable for developing for the purposes of the subdivision by virtue of it being at or below that level;
 - (b) any area of land that is identified as public open space in a development control plan or in a contributions plan approved under section 7.18 of the Act;
 - (c) any area of land that is within Zone E2 Environmental Conservation;
 - (d) any area of land within the curtilage of a building listed on the State Heritage Register;
 - (e) any area of land this is within an asset protection zone:
 - (i) that is specified in a bush fire safety authority issued under the *Rural Fires Act 1997*; or

- (ii) that is required to be established by the development consent relating to the subdivision,
if the Secretary is satisfied that the area is unsuitable for developing for the purposes of the subdivision by virtue of it being within that zone;
 - (f) an area of land that is subject to an easement in favour of a public utility undertaking for the purpose of the supply of the utility service to the public as shown on the title to that land or as confirmed in writing by the public utility undertaking, if the Secretary is satisfied that the area is unsuitable for developing for the purposes of the subdivision by virtue of the easement; and
 - (g) any area of land that is within a public transport corridor (other than a road corridor) as shown on a Land Zoning Map for the purposes of an environmental planning instrument or a development control plan made under the Act, if the Secretary is satisfied that the area is unsuitable for development for the purposes of the subdivision by virtue of it being within the public transport corridor.
- 4. The net developable area does not include the area of any lot in the proposed plan of subdivision that may be further subdivided (other than under a strata scheme) in accordance with the development consent relating to the subdivision.
- 5. The net developable area does not include the area of any lot in the proposed plan of subdivision that the Secretary has determined (in writing), at the Secretary's discretion and having regard to the relevant planning controls, will be further subdivided (other than under a strata scheme) in accordance with a future development consent for the purpose of the orderly development of the land for urban purposes in the future.
- 6. If a proposed lot contains an existing lawful habitable dwelling (being a dwelling that lawfully existed on the proposed lot at the date this deed commences) and:
 - (a) is no more than 0.1 hectare, the net developable area does not include the area of the lot, or
 - (b) is more than 0.1 hectare in area, the net developable area is reduced by 0.1 hectare, for the purpose of calculating the net developable area for the proposed subdivision.
- 7. If a proposed lot is wholly within Zone E3 Environmental Management, Zone E4 Environmental Living or Zone R5 Large Lot Residential and is more than 0.1 hectare, that lot is taken to be 0.1 hectare for the purpose of calculating the net developable area for the proposed subdivision.
- 8. The parties agree that the Secretary may make any determination required to be made for the purpose of calculating the net developable area for the proposed subdivision in accordance with this clause and, for that purpose, may have regard to any information available at the time, such as construction plans and any measurements made by a registered surveyor of the land concerned.
- 9. In this Schedule 6, the following words or expressions have the same meanings as they have in the Standard Instrument:
 - (a) emergency services facility;
 - (b) health services facility;
 - (c) passenger transport facility;
 - (d) place of public worship;

- (e) public utility undertaking;
 - (f) recreation area; and
 - (g) school.
10. In this Schedule, a reference to:
- (a) a land use zone is a reference to a land use zone specified in the Standard Instrument and to a land use zone that is equivalent to any such land use zone; and
 - (b) curtilage of a building listed on the State Heritage Register is a reference to the curtilage of that building, or the site of that building, as specified or described in the listing of the building on the State Heritage Register kept under Part 3A of the *Heritage Act 1977*; and
 - (c) a “strata scheme” means a reference to a strata scheme as that term is defined in the *Strata Schemes Development Act 2015*.

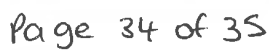
Schedule 7: proposed plan of subdivision

(INDICATIVE ONLY – this plan does not describe the land subject to this agreement)



FOR DA APPROVAL
NOT TO BE USED FOR CONSTRUCTION PURPOSES

DISCLAIMER AND COPYRIGHT This document may only be used by the client in accordance with the terms of the agreement between the client and the designer. The designer accepts no liability for any use or misuse of this document by any other person.		DO NOT SCALE		JMT CIVIL	
g.s. GROUP DEVELOPMENT SERVICES PTY LTD ABN 16 566 116 808 PO Box 488 Bentley NSW 1571 Phone: +61 2 9880 1000 www.gsdevelopment.com.au		215 MACARTHUR ROAD SPRING FARM SUBDIVISION PLAN STAGE 1		P00468-SUBDIV-002	
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Execution page

Executed as a deed

Signed, sealed and delivered by the Minister administering the *Environmental Planning and Assessment Act 1979* (ABN 20 770 707 468) in the presence of:



Signature of witness

Jacob Hatch

Name of witness in full

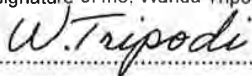
12 Darcy, Parramatta, NSW 2150

Address of witness

*By signing this deed, the witness states that they witnessed the signing of this deed by Kate Speare over audio visual link (and signed as a witness in counterpart if applicable) in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

Signed, sealed and delivered by J&W Tripodi Holdings Pty Limited (ACN 101 377 682) in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

Electronic signature of me, Wanda Tripodi, affixed by me on 1/11/22

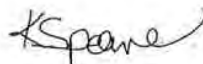


Signature of Director

Wanda Tripodi

Name of Director in full

Electronic signature of me,
Kate Speare, affixed on 21 April 23

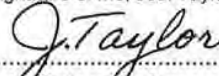


Signature of delegate of the Minister administering the *Environmental Planning and Assessment Act 1979*

Kate Speare

Name of delegate of the Minister administering the *Environmental Planning and Assessment Act 1979*

Electronic signature of me, Jodi Taylor, affixed by me on 1/11/22



Signature of Director/Secretary

Jodi Taylor

Name of Director/Secretary in full



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

APPLICANT: InfoTrack Pty Ltd
135 King Street
NSW 2000

Certificate number: 20231778
Reference number: 1209934
Certificate issue date: 21/01/2025
Certificate fee: \$69.00
Applicant's reference: 20250157
Property number: 106926
Applicant's email: ecertificates@infotrack.com.au

DESCRIPTION OF PROPERTY

Land Description: LOT: 11 DP: 534539
Address: **215 Macarthur Road SPRING FARM NSW 2570**

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).



70 Central Avenue
Oran Park NSW 2570



PO Box 183
Camden NSW 2570



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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 – temporary uses in future infrastructure corridors; improving planning processes to deliver infrastructure faster

SEPP (Exempt and Complying Development Codes) 2008 - Proposed amendments – complying development for farm buildings, rural sheds and earthworks; Cultural SEPP (proposed changes to support events and activities)

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 R1 GENERAL 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

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Exhibition homes; Group homes; Home-based child care; Home businesses; Home industries; Hostels; Kiosks; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Any other development not specified in item (i) or (iii)



(iii) Prohibited

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; Heavy industrial storage establishments; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Local distribution premises; Mortuaries; Public administration buildings; Recreation facilities (major); Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewerage systems; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; 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

Camden Contributions Plan 2011 (Amendment 1)



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

(a) the name of the region

Greater Sydney Region

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

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

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

No.

(4) In this section—

continued 7.23 determination means a 7.23 determination that—

(a) has been continued in force by the Act, Schedule 4, Part 1, and

(b) has not been repealed as provided by that part.

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

4 COMPLYING DEVELOPMENT

(1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

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

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

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

HOUSING CODE

Complying development MAY be carried out on the land

RURAL HOUSING CODE



Complying development MAY be carried out on the land.

LOW RISE HOUSING DIVERSITY CODE

Complying development MAY be carried out on the land.

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

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

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development MAY be carried out on the land

GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land.

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

INLAND CODE

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

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS NEW BUILDINGS CODE

Complying development MAY be carried out on the land.



CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land.

SUBDIVISIONS CODE

Complying development MAY be carried out on the land.

DEMOLITION CODE

Complying development MAY be carried out on the land.

FIRE SAFETY CODE

Complying development MAY be carried out on the land.

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

5 EXEMPT DEVELOPMENT

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—

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

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

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

GENERAL EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land



TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

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

6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether the council is aware that—

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

(2) In this section—

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

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

No.

7 LAND RESERVED FOR ACQUISITION

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

No.

8 ROAD WIDENING AND ROAD REALIGNMENT

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

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

No.



9 FLOOD RELATED DEVELOPMENT CONTROLS

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

No response required

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Yes.

(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.

No.

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,

No.



(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.

No.

21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

No.

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

(1) Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—

(a) the period for which the certificate is current, and

(b) that a copy may be obtained from the Department.

No.

(2) If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

No.

(3) Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).

No.

(4) In this section—

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

23 WATER OR SEWERAGE SERVICES



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

Not applicable.

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

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

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

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

No.

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

No.

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

No.

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

No.

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

No.

DISCLAIMER AND CAUTION



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

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

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions persons against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.

Andrew Carfield
General Manager



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

APPLICANT: InfoTrack Pty Ltd
135 King Street
NSW 2000

Certificate number: 20232929
Reference number: 1253764
Certificate issue date: 25/03/2025
Certificate fee: \$69.00
Applicant's reference: 20250157
Property number: 1173667
Applicant's email: ecertificates@infotrack.com.au

DESCRIPTION OF PROPERTY

Land Description: LOT: 6149 DP: 1228464
Address: **B Harland Road SPRING FARM NSW 2570**

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).



70 Central Avenue
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www.facebook.com/camdencouncil



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

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SEPP (Resilience and Hazards) 2021

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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)

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

SEPP (Exempt and Complying Development Codes) 2008 - Proposed amendments – complying development for farm buildings, rural sheds and earthworks; Cultural SEPP (proposed changes to support events and activities)

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 R1 GENERAL 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

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Exhibition homes; Group homes; Home-based child care; Home businesses; Home industries; Hostels; Kiosks; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Any other development not specified in item (i) or (iii)



(iii) Prohibited

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; Heavy industrial storage establishments; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Local distribution premises; Mortuaries; Public administration buildings; Recreation facilities (major); Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewerage systems; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; 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

Camden Contributions Plan 2011 (Amendment 1)



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

(a) the name of the region

Greater Sydney Region

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

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

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

No.

(4) In this section—

continued 7.23 determination means a 7.23 determination that—

(a) has been continued in force by the Act, Schedule 4, Part 1, and

(b) has not been repealed as provided by that part.

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

4 COMPLYING DEVELOPMENT

(1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

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

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

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

HOUSING CODE

Complying development MAY be carried out on the land

RURAL HOUSING CODE



Complying development MAY be carried out on the land.

LOW RISE HOUSING DIVERSITY CODE

Complying development MAY be carried out on the land.

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

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

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development MAY be carried out on the land

GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land.

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

INLAND CODE

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

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS NEW BUILDINGS CODE

Complying development MAY be carried out on the land.



CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land.

SUBDIVISIONS CODE

Complying development MAY be carried out on the land.

DEMOLITION CODE

Complying development MAY be carried out on the land.

FIRE SAFETY CODE

Complying development MAY be carried out on the land.

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

5 EXEMPT DEVELOPMENT

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—

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

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

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

GENERAL EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land



TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

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

6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether the council is aware that—

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

(2) In this section—

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

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

No.

7 LAND RESERVED FOR ACQUISITION

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

No.

8 ROAD WIDENING AND ROAD REALIGNMENT

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

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

No.



9 FLOOD RELATED DEVELOPMENT CONTROLS

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

No response required

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Unknown.

(3) In this section—

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

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

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

10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

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

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

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

LAND SLIP

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

BUSH FIRE

The 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.

No.

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,

No.



(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.

No.

21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

No.

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

(1) Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—

(a) the period for which the certificate is current, and

(b) that a copy may be obtained from the Department.

No.

(2) If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

No.

(3) Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).

No.

(4) In this section—

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

23 WATER OR SEWERAGE SERVICES



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

Not applicable.

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

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

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

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

No.

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

No.

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

No.

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

No.

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

No.

DISCLAIMER AND CAUTION



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

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

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions persons against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.

Andrew Carfield
General Manager

21 January 2025

Infotrack Pty Limited

Reference number: 8004013514

Property address: 215 Macarthur Rd Spring Farm NSW 2570

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.

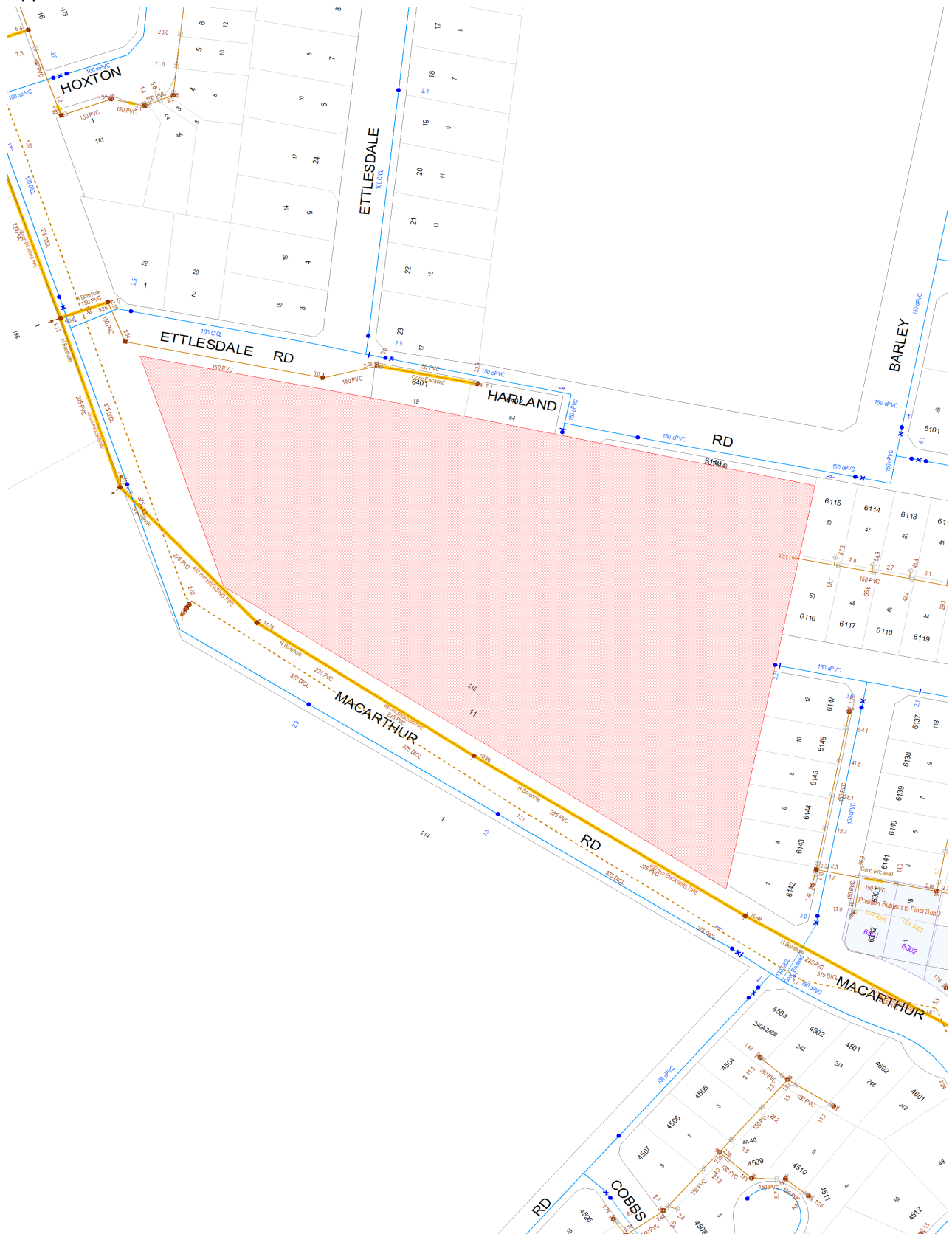
The fee you paid has been used to cover the cost of searching our records.

Sincerely

The Sydney Water team

Service Location Print

Application Number: 8004013513

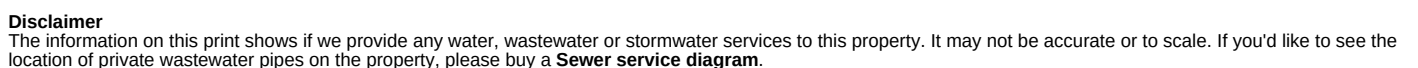


Document generated at 21-01-2025 09:40:08 AM

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**.

Legend



Pipe Types

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

Further Information

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

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

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

Disclaimer

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

25 March 2025

Infotrack Pty Limited

Reference number: 8004178869

Property address: Lot 6149 Macarthur Rd Spring Farm NSW 2570

Sewer service diagram is not available

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

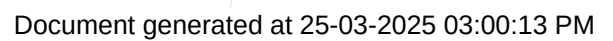
This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

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

Sincerely

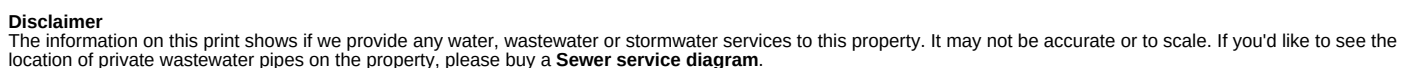
The Sydney Water team

Application Number: 8004178938



Page 1

Legend



Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
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GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
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RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
 - (g) Has the vendor or the tenant of the premises taken any steps to seek any benefit or protection under any law enacted in response to the COVID-19 pandemic? If so, please provide details of the steps taken and of the progress or outcome of any negotiations or hearing.
 - (h) Has there been any application for land tax relief or residential tenancy support payment? If so, please provide details.
 - (i)
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

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

Survey and building

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

- current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- (f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
- (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
- (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
- (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
- (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
- (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
- (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
- (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
- (b) In relation to such licence:
- (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
- (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
- (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
- (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

- (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
23. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 24.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the Property?
25. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

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

Requisitions and transfer

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

Off the plan contract

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

Disclosure Statement – Off the Plan Contracts

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

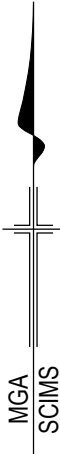
VENDOR	Macarthur 215 Pty Ltd (ACN 685 395 279) ATF Crown Trust 78
PROPERTY	Lot 11 / 215 Macarthur Rd & B Harland Rd, Spring Farm NSW 2570

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	☒ No ☐ Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	☒ No ☐ Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	☒ No ☐ Yes If Yes, please specify scheme type: 

DETAILS			
The later of:			
Completion	a) 21 days after the Vendor serves the Registration Notice on the Purchaser; or b) 21 days after the Vendor serves the Registered Documents on the Purchaser.	Refer to clause(s):	Clause 37
Is there a sunset date?	☐ No ☒ Yes	Can this date be extended?	☐ No ☒ Yes
Does the purchaser pay anything more if they do not complete on time?	☐ No ☒ Yes	Provide details, including relevant clause(s) of contract:	Under clause 39(1): (a) 10% interest for delayed completion (b) \$300 (plus GST) Legal fees (Notice to Complete) (c) \$300 (plus GST) Legal fees (settlement Cancellation)
Has development approval been obtained?	☐ No ☒ Yes	Development Approval No:	DA-2021/1769/1
Has a principal certifying authority been appointed?	☐ No ☒ Yes	Provide details:	Camden Council
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	☐ No ☒ Yes	Provide details, including relevant clause(s) of contract:	1. Clause 54: If the Plan is not registered by the Sunset Date. 2. Clause 63(3): If the Vendor's contract for the purchase of all or any part of the Development Site is rescinded or terminated and the Vendor is not the registered proprietor of the Development Site by the Sunset Date.

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

DRAFT PLAN - SUBJECT TO FINAL SURVEY



- NOTES:
- ALL DIMENSIONS & AREAS ARE SUBJECT TO FINAL SURVEY AND REGISTRATION OF THE FINAL PLAN AT NSWLRS.
 - FINAL PLAN MAY INCLUDE VARIATIONS TO OR ADDITIONAL EASEMENTS, COVENANTS & RESTRICTIONS SUBJECT TO DETAILED DESIGN, DA APPROVAL, CONSTRUCTION, SURVEY AND REGISTRATION OF THE FINAL PLAN AT NSWLRS.

SCHEDULE OF SHORT/CURVED LINES				
#	BEARING	DISTANCE	RADIUS	ARC
1	156°29'10"	2.885	49.5	2.885
2	137°58'05"	28.695	49.5	29.115
3	16°23'25"	14.695	32	14.825
4	24°51'05"	8.045	48	8.055
5	14°40'20"	8.985	48	9
6	6°12'35"	5.175	48	5.18
7	23°24'05"	4.58	21	4.59
8	12°38'35"	3.295	21	3.3
9	17°12'55"	11.035	35	11.08
10	27°58'25"	2.06	35	2.06
11	75°22'00"	24.445	17.5	27.06
12	30°21'55"	0.43	17.5	0.43
13	24°46'55"	3.91	23	3.915
14	14°01'25"	4.71	23	4.72
15	163°54'45"	22.205	15.5	24.75
16	22°45'10"	9.62	40	9.645
17	11°59'40"	5.37	40	5.375
18	323°08'40"	7.07	5	7.855
19	278°08'40"	4.265		
20	98°08'40"	8.49		
21	53°08'40"	7.07	5	7.855
22	8°08'40"	2.75		
23	316°23'55"	3.715	3	4.005
24	278°08'40"	3.93		
25	98°08'40"	6.52		
26	53°08'40"	4.245	3	4.71
27	8°08'40"	1.35		
28	1°23'55"	0.705	3	0.705
29	98°08'40"	6.52		
30	8°08'40"	2.75		
31	29°39'35"	0.875		
32	27°58'25"	2.06	35	2.06
33	24°19'35"	2.395	35	2.395
34	20°06'20"	2.76	35	2.76
35	12°59'45"	5.92	35	5.925

Schedule of Easements & Restrictions	
Tag	Description
(A)	EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
(B)	EASEMENT FOR ON-SITE DETENTION AND WATER QUALITY (WHOLE OF LOT)
(C)	EASEMENT FOR REPAIRS 0.9 WIDE
(S)	EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
(R)	RESTRICTION ON THE USE OF LAND
(P)	RESTRICTION ON THE USE OF LAND

Surveyor:
ALEXANDER RICHARDSON
Date:
Surveyor's Ref: 9361

Plan of Subdivision of Lot 11 in DP534539 & Lot 6149 in DP1228464

L G A: CAMDEN
Locality: SPRING FARM
Reduction Ratio 1:600
Lengths are in metres.

THIS DRAFT PLAN
HAS BEEN PREPARED BY

SDG Pty Ltd abn 85 213 523 621
WWW.SDG.NET.AU

DP1316318
Issue: B 27-Jun-2025

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 6 sheet(s)
Office Use Only	Office Use Only	
Registered:		
Title System:		
PLAN OF SUBDIVISION OF LOT 11 IN DP534539 & LOT 6149 IN DP1228464		LGA: CAMDEN Locality: SPRING FARM Parish: NARELLAN County: CUMBERLAND
Survey Certificate I, ALEXANDER RICHARDSON a surveyor registered under the Surveying and Spatial Information Act 2002, certify the following: ~~*(a) the land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2024,~~ ~~*(b) part of the land shown in the plan being (.....)~~ ~~was surveyed in accordance with the Surveying and Spatial Information Regulation 2024, and the part of the land not surveyed was compiled in accordance with the regulation, section 26(3),~~ ~~*(c) the land shown in this plan was compiled~~ (d) the survey is accurate and complete Datum Line: 'A' – 'B' Type: *Urban/*Rural * Tolerance required under the SSIR 2024, s.26(3):..... Signature: Dated: Address: P.O. Box 2572, NORTH PARRAMATTA 1750 *Name of Firm: SDG PTY LTD Surveyor Identification No: SU008870 *Strike out or omit if irrelevant		Crown Lands NSW/Western Lands Office Approval I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: Subdivision Certificate I, ... *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Registration number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.
Plans used in the preparation of survey/compilation. DP534539 DP1228464 DP1314102		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.
Surveyor's Reference: 9361		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2024)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 6 sheet(s)
Office Use Only		Office Use Only		
Registered:				
PLAN OF SUBDIVISION OF LOT 11 IN DP534539 & LOT 6149 IN DP1228464				
Subdivision Certificate number:		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 61(1)(c) SSI Regulation 2024 • 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.		
Date of Endorsement:				
Lot Number	Address Number	Road Name	Road Type	Locality Name
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
Surveyor's Reference: 9361				

PLAN FORM 6A (2019)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 6 sheet(s)
Office Use Only		Office Use Only		
Registered:				
PLAN OF SUBDIVISION OF LOT 11 IN DP534539 & LOT 6149 IN DP1228464				
Subdivision Certificate number:		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 61(1)(c) SSI Regulation 2024 • 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.		
Date of Endorsement:				
Lot Number	Address Number	Road Name	Road Type	Locality Name
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
Surveyor's Reference: 9361				

PLAN FORM 6A (2019)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 6 sheet(s)	
Office Use Only			Office Use Only		
Registered:			This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 61(1)(c) SSI Regulation 2024 • 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.		
PLAN OF SUBDIVISION OF LOT 11 IN DP534539 & LOT 6149 IN DP1228464					
Subdivision Certificate number: Date of Endorsement:					
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED, IT IS INTENDED TO CREATE: 1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (A) 2. EASEMENT FOR ON-SITE DETENTION AND WATER QUALITY (WHOLE OF LOT) (B) 3. EASEMENT FOR REPAIRS 0.9 WIDE (C) 4. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (S) 5. RESTRICTION ON THE USE OF LAND (R) 6. RESTRICTION ON THE USE OF LAND (P) 7. RESTRICTION ON THE USE OF LAND 8. RESTRICTION ON THE USE OF LAND 9. POSITIVE COVENANT 10. RESTRICTION ON THE USE OF LAND 11. RESTRICTION ON THE USE OF LAND If space is insufficient use additional annexure sheet Surveyor's Reference: 9361					

PLAN FORM 6A (2019)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 5 of 6 sheet(s)	
Office Use Only		Office Use Only			
Registered:					
PLAN OF SUBDIVISION OF LOT 11 IN DP534539 & LOT 6149 IN DP1228464					
Subdivision Certificate number: Date of Endorsement:		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 61(1)(c) SSI Regulation 2024 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.			
EXECUTED by Macarthur 215 Pty Limited) ACN 685 395 279) in accordance with s127 of) the Corporations Act 2001) Andrew Beale Wiesener Sole Director/Secretary					
Surveyor's Reference: 9361					

PLAN FORM 6A (2019)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 6 of 6 sheet(s)	
Office Use Only		Office Use Only			
Registered:		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 61(1)(c) SSI Regulation 2024 • 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.			
PLAN OF SUBDIVISION OF LOT 11 IN DP534539 & LOT 6149 IN DP1228464					
Subdivision Certificate number: Date of Endorsement:					
MORTGAGEE CONSENT					
Surveyor's Reference: 9361					

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

Lengths are in metres

(Sheet 1 of 9 sheets)

Plan:

Plan of Subdivision of Lot 11 in DP534539 & Lot 6149 in DP1228464 covered by Subdivision Certificate No. dated

Full name and address of the
Owner of the land:

Macarthur 215 Pty Ltd
Suite 502 Level 5
95 Pitt Street
Sydney NSW 2000

PART 1

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement for Drainage of Water 1.5 Wide (A)	4 5 1	3 3-4 (inclusive) 3-5 (inclusive)
2	Easement for On-Site Detention and Water Quality (Whole of Lot) (B)	51	Camden Council
3	Easement for Repairs 0.9 Wide (C)	29 13 14	28 12 13
4	Easement for Padmount Substation 2.75 Wide (S)	29	Epsilon Distribution Ministerial Holding Corporation
5	Restriction on The Use of Land (R)	Parts 29 & 30	Epsilon Distribution Ministerial Holding Corporation
6	Restriction on The Use of Land (P)	Parts 29 & 30	Epsilon Distribution Ministerial Holding Corporation
7	Restriction on The Use of Land	1-50 (inclusive)	Every Other Lot 1-50 (inclusive)
8	Restriction on The Use of Land	1, 6-9, 27-29, 50-51 (inclusive)	Camden Council
9	Positive Covenant	51	Camden Council
10	Restriction on The Use of Land	1, 4, 5	Camden Council

Camden Council

.....
Authorised Officer

Plan:

Plan of Subdivision of Lot 11 in DP534539 & Lot 6149 in DP1228464 covered by Subdivision Certificate No. dated

PART 1 (Cont.)

11	Restriction on The Use of Land	1-51 (inclusive)	Camden Council
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PART 2 (Terms)

1. Terms of Easement numbered 1 in the plan

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

Name of Authority whose consent is required to release, vary or modify the terms of Easement numbered 1 in the plan is Camden Council

2. Terms of Easement numbered 2 in the plan

1. Full and free right for the authority benefited, and every person authorised by that authority, from time to time and at all times to detain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes already laid within the servient tenement for the purpose of detaining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with the right for the grantee and every person authorised by the grantee, with any, tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by the grantee will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.
2. The authority having the benefit of the easement for water quality has the right to monitor the water storage to ensure water quality and further, the servient tenement shall not allow anything to occur to adversely affect the water quality within the site of this easement.
3. A Right of Access as set out in Part 11 Schedule 4A of the Conveyancing Act 1919 is created.

Name of Authority having the power to release, vary or modify the terms of the Easement numbered 2 in the plan is Camden Council.

Lengths are in metres

(Sheet 3 of 9 sheets)

Plan: Plan of Subdivision of Lot 11 in DP534539 & Lot 6149 in DP1228464 covered by Subdivision Certificate No. dated

3. Terms of Easement numbered 3 in the plan

An Easement for Repairs as set out in Part 5 Schedule 8 of the Conveyancing Act 1919 as amended, is created.

Name of Authority whose consent is required to release, vary or modify the terms of Easement numbered 3 in the plan is Camden Council

4. Terms of Easement numbered 4 in the plan

The terms set out in Section 1 of Memorandum No AR578978 are incorporated into this document.

Name of Authority having the power to release vary or modify the terms of the Easement numbered 4 in the plan is Epsilon Distribution Ministerial Holding Corporation.

5. Terms of Restriction numbered 5 in the plan

The terms set out in Section 8 of Memorandum AR578978 are incorporated into this document.

Name of Authority having the power to release vary or modify the terms of Restriction numbered 5 in the plan is Epsilon Distribution Ministerial Holding Corporation

6. Terms of Restriction numbered 6 in the plan

The terms set out in Section 9 of Memorandum AR578978 are incorporated into this document.

Name of Authority having the power to release vary or modify the terms of Restriction numbered 6 in the plan is Epsilon Distribution Ministerial Holding Corporation

7. Terms of Restriction numbered 7 in the plan

1. No garage outbuildings or other structures shall be erected or be permitted to remain on any lot burdened unless erected concurrently with or subsequently to the erection of a residential building.
2. No existing dwelling house or building or part thereof shall be partly or wholly moved to or placed and re-erected upon or re-constructed on or be permitted to remain on any lot burdened.
3. No building or any part thereof shall be erected or be permitted to remain on any lot burdened unless constructed entirely of new materials
4. No building or buildings shall be erected or be permitted to remain erected on any lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or hardiplank or similar product. No building or buildings shall be erected or permitted to remain erected on any lot burdened having a roof other than clay tiles, cement tiles,

Camden Council

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Authorised Officer

Lengths are in metres

(Sheet 4 of 9 sheets)

Plan: Plan of Subdivision of Lot 11 in DP534539 & Lot 6149 in DP1228464 covered by Subdivision Certificate No. dated

slate or non reflective surface corrugated iron. All roofing materials shall be black, or neutral colours or shades of grey.

5. No vehicle of any make or kind having a tare weight exceeding 5 tonnes shall be garaged, housed, parked, serviced or mechanical repairs carried out thereon or allowed to remain on any lot burdened except where such vehicles are being used for the delivery of goods or purposes of construction of any improvement on any lot burdened.
6. No fence shall be erected or permitted to remain on any lot hereby burdened unless the fencing is of a timber lapped and/or lapped and capped construction or Colorbond fence provided that Colorbond fence can only use colours, shale grey, dune, basalt or woodland grey.
7. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the abovenamed proprietors without the consent of the abovenamed proprietors but such consent shall not be withheld if such fence is erected without expense to the abovenamed proprietors provided that this restriction shall remain in force only during such time as the abovenamed proprietors are the Registered Proprietors of any land and shall bind the adjoining owner of such land successive owners and assigns of each lot burdened.
8. No advertising hoarding signs or matter shall be displayed or erected on any lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Macarthur 215 Pty Limited or its successors in title or assigns.
9. No driveway shall be constructed on any lot burdened unless its surface is comprised of faux, stamped or coloured concrete or pavers or as approved by Macarthur 215 Pty Limited or its assigns AND unless driveway construction is undertaken prior to practical completion of the main building.
10. No dwelling shall be erected or permitted to remain on any lot burdened unless the area between the building line and the front boundary of the lot burdened is turfed.
11. No release variation or modification of these restrictions shall be made unless the cost and expense in all respects is borne by the person or persons requesting the same.

The person(s) whose consent is required to release vary or modify the terms of Restriction numbered 7 in the plan is Macarthur 215 Pty Ltd of Suite 502, Level 5, 95 Pitt Street, Sydney NSW 2000 for such period as they are the registered proprietor of any lot in this plan of subdivision or any lot in a plan of re-subdivision of any part of this plan and thereafter the person or persons shall be the registered proprietors of the lots having the benefit.

8. Terms of Restriction numbered 8 in the plan

No building shall be constructed on the lots hereby burdened unless the building components are in accordance with the minimum requirements set out in Table 7.1 of the approved acoustic report titled "Noise Impact Assessment, 215 Macarthur Road Spring Farm ref 1354-AC-03-A, prepared by Broadcrest Consulting Pty Ltd" dated 20 June 2022.

Camden Council

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Authorised Officer

Lengths are in metres

(Sheet 5 of 9 sheets)

Plan:

Plan of Subdivision of Lot 11 in DP534539 & Lot 6149 in DP1228464 covered by Subdivision Certificate No. dated

All windows and doors facing the adjoining quarry must achieve a noise reduction rating of Rw 26.

Name of Authority having the power to release, vary or modify the terms of the Restriction numbered 8 in the plan is Camden Council.

9. Terms of Positive Covenant numbered 9 in the plan

The registered proprietor(s) covenant with the Authority benefited in respect to the Stormwater Quality Improvement and/or Stormwater Detention Device (hereinafter referred to as "the device") constructed and/or installed on the burdened lot, that they will:

- a) Maintain and keep clear all pits, pipelines, trench barriers and other structures associated with the water quality facility.
- b) Have the facilities inspected annually by a suitably qualified competent person.
- c) Indemnify the Council and any adjoining land owners against damage to their land arising from the failure of any component of the water quality facility, or failure to clean, maintain and repair the water quality facility.

Camden Council shall have the right to enter upon the land referred to above, at all reasonable times to inspect, construction, install, clean, repair and maintain in good working order the facilities.

Camden Council may recover as a liquidated debt the cost of such remedial work from the proprietor forthwith upon demand.

Name of Authority having the power to release, vary or modify the terms of the Positive Covenant numbered 9 in the plan is Camden Council.

10. Terms of Restriction numbered 10 in the plan

The registered proprietor(s) of the burdened lot(s) shall not:

- (i) Alter the surface levels of the site of the 'Easement for Drainage of Water 1.5 wide 'A'.
- (ii) Construct any fencing across the easement unless it is open form fencing.

Name of Authority having the power to release, vary or modify the terms of the Restriction numbered 10 in the plan is Camden Council.

11. Terms of Restriction numbered 11 in the plan

No development including earthworks, buildings, footings/foundations and associated infrastructure shall be carried out or constructed on the lots hereby burdened unless have been designed by a qualified Civil/Structural Engineer based on geo-technical advice from a qualified Geotechnical Consultant.

Name of Authority having the power to release, vary of modify the terms of the Restriction numbered 11 in the plan is Camden Council.

Camden Council

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Authorised Officer

Lengths are in metres

(Sheet 6 of 9 sheets)

Plan:

Plan of Subdivision of Lot 11 in DP534539 & Lot 6149 in DP1228464 covered by Subdivision Certificate No. dated

EXECUTED by
Macarthur 215 Pty Limited
ACN 685 395 279
in accordance with s127 of
the Corporations Act 2001

)
)
)
)

.....
Andrew Beale Wiesener
Sole Director/Secretary

Lengths are in metres

(Sheet 7 of 9 sheets)

Plan:

Plan of Subdivision of Lot 11 in DP534539 & Lot 6149 in DP1228464 covered by Subdivision Certificate No. dated

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

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

Signature of witness:

Signature of attorney:

Name of witness:

Name and position of attorney:

Address of witness:
c/- Endeavour Energy
Level 41, 8 Parramatta Square
10 Darcy Street
Parramatta NSW 2150

Power of attorney: _____
EE reference: _____

Lengths are in metres

(Sheet 8 of 9 sheets)

Plan:

Plan of Subdivision of Lot 11 in DP534539 & Lot 6149 in DP1228464 covered by Subdivision Certificate No. dated

EXECUTED by
Camden Council by its authorised delegate
pursuant to s.377 Local Government Act 1993

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

.....
Signature of Delegate

.....
Signature of Witness

.....
Name of Delegate

.....
Name of Witness

.....
Position of Delegate

.....
Address of Witness

Lengths are in metres

(Sheet 9 of 9 sheets)

Plan: Plan of Subdivision of Lot 11 in DP534539 & Lot 6149 in DP1228464 covered by Subdivision Certificate No. dated

MORTGAGEE CONSENT

DRAFT

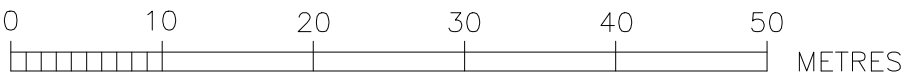
Schedule 2

Other Documents

All documents (if any) annexed at Schedule 2 are provided pursuant to clause 62 of this Contract.



SITE PLAN
SCALE 1:500



A	SALES PRELIMINARY PLAN	WL	02/05/25
No.	AMENDMENT DESCRIPTION	BY	DATE

WORK AS CONSTRUCTED CERTIFICATION		Sydney WATER	
DEVELOPER	W.S.C.	SYDNEY WATER CORPORATION	
CONSTRUCTOR	COMPLETED	Case No. 223228WW SHT 2 OF X SHTS.	
DESIGNER	I CERTIFY THAT THE WORKS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE WORK AS CONSTRUCTED DRAWINGS	SYDNEY WATER CORPORATION FOR DETAILS OF SERVICES SEE SHEET 1	

 **Broadcrest Consulting Pty Ltd**

215 Macarthur Road, Spring Farm

Noise Impact Assessment

June 2022

1300 554 945 | contact@broadcrest.com.au | broadcrest.com.au

Wastewater | Stormwater | Flood | Environmental | Geotechnical | Acoustic | Structural

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Document controls

Approval and Authorisation

Title	215 Macarthur Road, Spring Farm Road Noise Impact Assessment
Authored on behalf of Broadcrest Consulting Pty Ltd by:	Kurtis Ferry Engineer Environmental and Geotechnical MAAS – Australian Acoustic Society 
Signed:	
Dated:	20/06/2022

Document Status

Date	Internal Reference	Document Status	Prepared by	Reviewed by
27/09/2021	1354-AC-01-A	Revised	K. Ferry	L. Starkey
31/01/2022	1354-AC-02-A	Revised	K. Ferry	L. Starkey
20/06/2022	1354-AC-03-A	For Release	K. Ferry	L. Starkey

Note: All materials and or products suggested by Broadcrest Consulting Pty Ltd are recommend with regards to their acoustical performance only. Alternative performance criteria/properties of a suggested material (including and not limited to: fire rating, thermal performance, ventilation, land-use suitability, weather performance) is outside the scope of this acoustic report and has not been assessed. Suggested material should be verified with the supplier for suitability in application prior to use/purchase.

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1 EXECUTIVE SUMMARY

Broadcrest Pty. Ltd. were engaged by Group Development Services to carry out a noise impact assessment at 215 Macarthur Road, Spring Farm ('the site') within R1 General Residential zoning. The assessment will accompany plans to subdivide Lot 11 in DP 534539 into 51 Residential Lots.

A site inspection was carried out on the 17.09.2021 which involved a visual assessment of the site and the surrounding noise producing nodes. At the time of inspection, the site and surrounds consisted of:

- Residential streets and housing (dominant noise source)
- Spring Farm Quarry to the south, across MacArthur Road (non-audible during the site inspection).
- Spring Farm public School (not operational during the assessment)
- Camden Bypass ~400m west of the site (barely/faintly audible).

An acoustic logger was setup for unattended continuous noise level monitoring (a noise survey). The acoustic logger was installed on the 17/09/2021 with monitoring beginning at midnight. The logger was recovered on the 25/09/2021 at 14:30. The data was validated to ensure no extraneous noise sources biased the data (section 5.4).

Council subsequently requested further information regarding the noise level from Spring Farm Quarry and associated truck movements. Broadcrest has undertaken attended noise measurements of quarry truck movements at the nearest property boundary to the quarry entrance. A logger was set up for a long-term unattended noise survey of the quarry noise.

No other noise sources of concern were identified. It is our opinion that, given the recommendations in section 7 are followed, the development will meet the relevant acoustic requirements of the EPA Noise Policy for Industry, NSW State Environmental Planning Policy (Infrastructure) 2007, NSW Dept. of Planning (2008) Interim Guideline and Australian Standard AS3671.

2 INTRODUCTION

2.1 Foreword

A Noise Impact Assessment is a technical document which assesses noise producing nodes, determines their impact on nearby sensitive receivers and recommends control options. A noise assessment carefully considers the environmental, social and economic aspects of a project and its surrounds.

2.2 Background

Broadcrest Pty. Ltd. were engaged by Group Development Services to carry out a noise impact assessment at 215 Macarthur Road, Spring Farm ('the site'). The assessment will accompany plans to subdivide Lot 11 in DP 534539 into 51 Residential Lots.

A site inspection was carried out on the 17.09.2021 which involved a visual assessment of the site and the surrounding noise producing nodes. At the time of inspection, the site and surrounds consisted of:

- Residential streets and housing (dominant noise source)
- Spring Farm Quarry to the south, across MacArthur Road (non-audible during the site inspection).
- Spring Farm public School (not operational during the assessment)
- Camden Bypass ~400m west of the site (barely/faintly audible).

Council subsequently requested further information regarding the noise level from Spring Farm Quarry and associated truck movements. An option is to conduct noise modelling of the quarry to predict the noise levels at the development. To conduct an accurate noise model of the quarry, details of the operations and equipment would be required. This approach is typically only undertaken when a noise producing development is seeking approval.

For existing operations, best practice is to conduct noise monitoring of the quarry operations at the nearest property boundary to determine the true equivalent sound pressure level (LAeq).

Broadcrest has undertaken attended noise measurements of quarry truck movements at the nearest property boundary to the quarry entrance. A logger was set up for a long-term unattended noise survey of the quarry noise.



Figure 2.1: Site Location (blue) and surrounding noise sources

2.3 Objectives

The purpose of the Noise Impact Assessment is to assess the background noise levels and any potential impacts on the development. Requirements for the proposed development are determined from criteria present in Clause 102 of the NSW Government SEPP (Infrastructure) 2007, NSW DoP (2008) *Interim Guidelines*, as well as Australian Standards AS 3671 and AS 2107.

2.4 Scope of works

- Site assessment & installation of temporary noise logger in field
- Existing noise environment measurement & characterisation
- Noise level assessment
- Review & determination of relevant assessment criteria
- Review of relevant literature and material for noise management
- Mitigation measures (if required) & recommendations

3 DESCRIPTION

3.1 Site Description

The proposed development is located at 215 Macarthur Road, Spring Farm within R1 General Residential zoning. The site is bounded by Macarthur Road, Spring Farm Public School, Spring Farm Quarry and residential dwellings (figure 3.1).

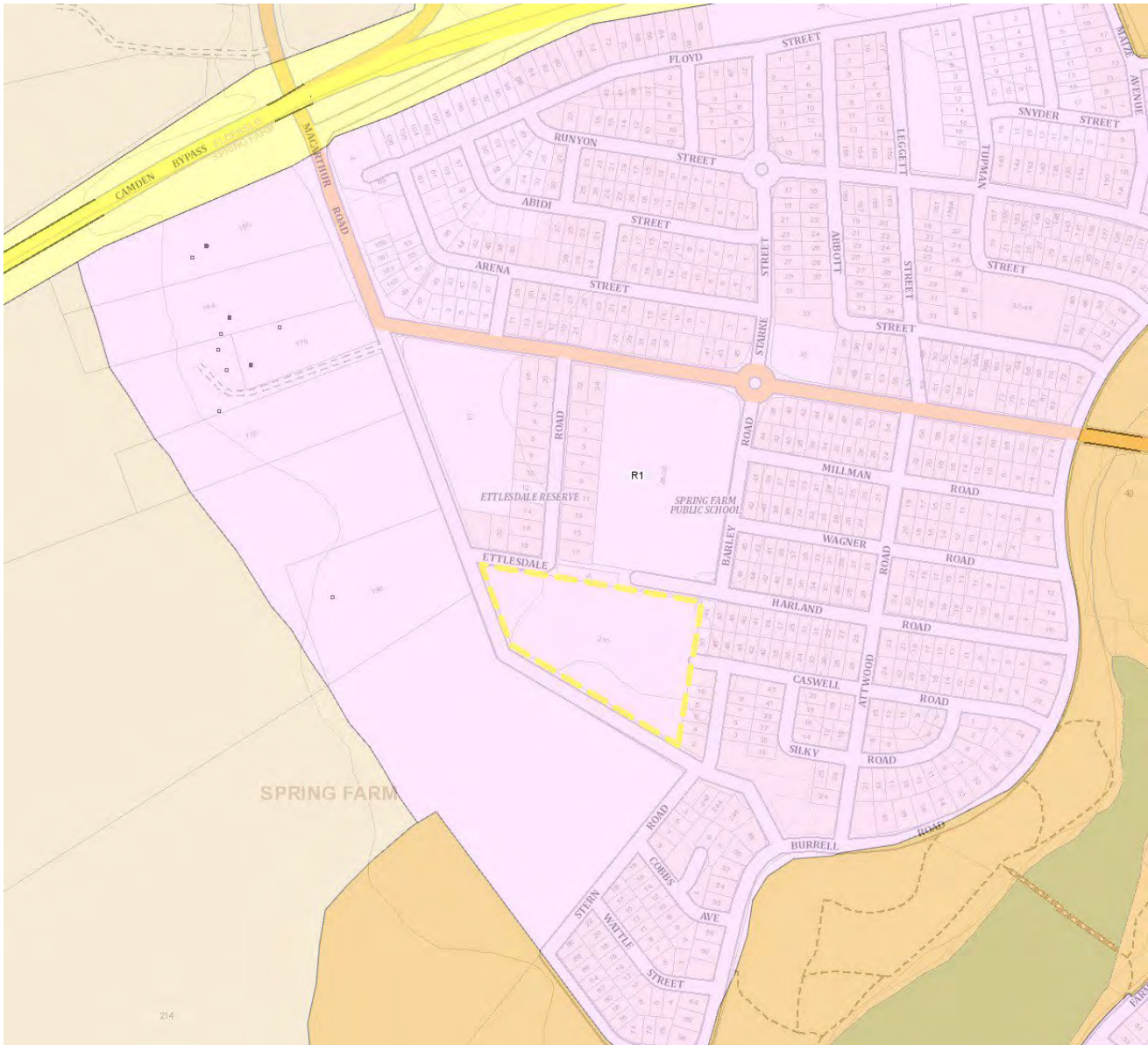


Figure 3.1: Surrounding zoning – NSW ePlanning Spatial Viewer

3.2 Site acoustic concerns

The following existing environmental noise sources were identified for assessment:

- Spring Farm Public School
- Spring Farm Quarry
- Camden Bypass
- General background noise levels

An acoustic logger was set up to record the background noise level on the site for seven days (see section 5.1).

3.3 Development description

The proposed development is to subdivide Lot 11 in DP 534539 into 51 Residential Lots.



Figure 3.2: Proposed subdivision – Extract of Appendix A

3.4 Traffic volume

No traffic volumes have been recorded by the RMS for Camden Bypass.

4 NOISE CRITERIA

The following documents and policies have been reviewed for guidance and to achieve compliance during the assessment:

- NSW SEPP (Infrastructure) 2007. (1)
- NSW DoP, 2008. *Development Near Rail Corridors and Busy Roads – Interim Guideline*
- AS 3671-1989 'Acoustics - Road Traffic Noise Intrusion - Building Siting and Construction' (2)
- AS 2107 – 2016 'Acoustic – Recommended Design Sound Levels and Reverberation Times for Building Interiors' (3)
- NSW EPA Noise Policy for Industry 2017

4.1 NSW State Environmental Planning Policy (Infrastructure) 2007

The criteria relevant to this assessment is the State Environmental Planning Policy (Infrastructure) 2007, *Subdivision 2 - Development in or adjacent to road corridors and road reservations*, specifically Clause 102 (1), *Impact of road noise or vibration on non-road development*. The SEPP (Infrastructure) 2007 states the following:

1. This clause applies to development for any of the following purposes that is on land in or adjacent to the road corridor for a freeway, a tollway or a transitway or any other road with an annual average daily traffic volume of more than 20,000 vehicles (based on the traffic volume data published on the website of RMS) and that the consent authority considers is likely to be adversely affected by road noise or vibration:
 - a) a building for residential use,
 - b) a place of public worship,
 - c) a hospital,
 - d) an educational establishment or child care centre.
2. Before determining a development application for development to which this clause applies, the consent authority must take into consideration any guidelines that are issued by the Director-General for the purposes of this clause and published in the Gazette.
3. If the development is for the purposes of a building for residential use, the consent authority must not grant consent to the development unless it is satisfied that appropriate measures will be taken to ensure that the following LAeq levels are not exceeded:
 - a) in any **bedroom** in the building — **35 dBA** at any time between 10 pm and 7 am,
 - b) **anywhere else** in the building (other than a garage, kitchen, bathroom or hallway) — **40 dBA** at any time.
4. In this clause, freeway, tollway and transitway have the same meanings as they have in the Roads Act 1993.

4.2 NSW Dept. of Planning (2008) Interim Guideline

The assessment criteria of the NSW Department of Planning *Development near Rail Corridors and Busy Roads – Interim Guideline* (herein NSW DOP) is outlined within Table 3.1 of Section 3.6.1 *Airborne Noise*, Part C: Noise and Vibration. Residential building noise criteria are derived from the NSW Infrastructure SEPP 2007, with non-residential criteria based upon the NSW EPA (1999) ECRTN guideline (now superseded by the NSW DECCW (2011) RNP).

Table 4.2 – Table 3.1: Noise criteria of DoP (2008)

Residential Buildings		
Type of occupancy	Noise Level (dBA)	Applicable time period
Sleeping areas (bedroom)	35	Night – 10pm to 7am
Other habitable rooms (excl. garages, kitchens, bathrooms, & hallways)	40	At any Time
Non-Residential Buildings		
Type of occupancy	Recommended Max Level (dBA)	
Educational Institutions including child care centres	40	
Places of Worship	40	
Hospitals	Wards	35
	Other noise sensitive areas	45

Note: Air borne noise is calculated as $L_{eq}(9h)(night)$ and $L_{eq}(15h)(day)$. Ground borne noise is calculated as L_{max} (slow) for 95% of rail pass-by events.

4.3 Australian Standards AS 3671-1989 and AS 2107-2016

The criteria applicable to this assessment, as presented in Australian Standards, include AS 3671-1989 'Acoustics - Road traffic noise intrusion - building siting and construction' (2) which references guideline limits in AS 2107. Australian Standard AS 2107 – 2016 'Acoustic – Recommended Design Sound Levels and Reverberation Times for Building Interiors' (3) provides recommended design sound levels for different areas of occupancy in buildings. This includes recommended internal design sound levels from continuous road traffic noise for houses and apartments near major roads as shown in Table 4.2 below.

Table 4.3 – Recommended Design Sound Level for Residential Buildings (AS 2107:2016)

Type of Occupancy / Activity	Design Sound Level ($L_{Aeq,t}$) Range
Houses and apartments in inner city areas or entertainment districts or near major roads	
Apartment common areas (e.g. foyer, lift lobby)	45 to 50
Living areas	35 to 45
Sleeping areas (night time)	35 to 40
Work Areas	35 to 45

4.4 NSW EPA Noise Policy for Industry

The NSW Noise Policy for Industry (NPI) states that a noise source should not be intrusive and the amenity of nearby land should be preserved. The NPI recommends that the amenity criteria noise levels should be assessed at the most affected point on or within the property boundary. The noise level adopted should be the lesser of the amenity noise level or the LA10 + 5dBA (intrusiveness).

4.5 Adopted noise criteria

When ensuring the amenity of occupants for a new sub-division, consideration should be given to both the internal noise levels and external noise levels. The most applicable guidance documents have been used for each scenario.

4.7.1 Internal Noise Levels

Site-specific internal road traffic noise criteria ($L_{eq, period}$) is shown in table 4.7.1 in line with the SEPP (Infrastructure) 2007, NSW DoP and Australian Standard AS 2107.

Table 4.7.1: Internal allowable noise criteria

Time of day	Bedroom / sensitive receiver	Other habitable room
Day (7:00 – 2200)	40	40
Night (22:00 – 07:00)	35	40

4.6.2 External Noise Levels

Noise criteria for allowable external noise levels are based on the EPA NPI amenity values for a suburban area (table 5.3.1).

Day: 55.dBA
Evening: 45 dBA
Night: 40 dBA

5 SITE NOISE SURVEYS

5.1 Methodology

Acoustic loggers were setup for attended and unattended continuous noise level monitoring (a noise survey). The loggers were located at a secure point within the site (see figure 5.1). The loggers were offset from any reflective structures, hard surfaces and bias noise producing sources. The microphone was maintained within a foam windshield on collapsible post 1.2m off the ground.

The first acoustic logger was installed on the 17/09/2021 with monitoring beginning at midnight. The logger was recovered on the 25/09/2021 at 14:30.

The second logger was installed on the 21/01/2022 at 12:00 with logging beginning at 12:15. The logger was recovered on the 27/01/2022 at 13:00.

Attended logging of the trucks was conducted on the 21/01/2022 from 11:15 to 12:00, with details of all vehicle movements recorded.

The data was validated to ensure no extraneous noise sources biased the data (section 5.5).



Figure 5.1: Representative Logger locations

5.2 Equipment

All equipment was checked and calibrated immediately before and after use at 94dB and 114dB (± 0.3 dB) using a 1000hz signal.

For the first noise survey, a Norsonic Noise Logger (Serial number 2020050601) acoustic logger was employed for the assessment.

For the second noise survey and attended noise survey, a Rion NL-42EX logger (serial number 510451) was employed for monitoring of the quarry noise levels.

Both devices were set using 'A' frequency weighting and 'fast' time weighting. The loggers utilised conform with the following standards:

- IEC 61672-1:2003 Class 2
- ANSI S1.4-1983 Type 2
- ANSI S1.25-1992 Type 2
- ANSI S1.43-1997 Type 2

The results of the surveys have been assessed based on the EPA NPI guideline. A summary of the calculated levels and criteria selected are provided in sections 5.3 and 5.4 below.

5.3 Site noise survey one results – logger 1

Table 5.3.1: Residential site noise levels and noise limits dB(A)

Time of day	LAeq ₁	RBL ²	Intrusiveness (RBL + 5db)	Amenity LAeq ₃	Project Specific Levels ⁴
Day (7:00 – 18:00)	52.0	38.7	43.7	55.0	43.7
Evening (18:00 – 22:00)	47.9	32.3	37.3	45.0	37.3
Night (22:00-7:00)	47.8	30.8	35.8	40.0	35.8

See table 5.3.2 notes

5.4 Site noise survey two results – logger 2

Table 5.3.2: Residential site noise levels and noise limits dB(A)

Time of day	LAeq ₁	RBL ²	Intrusiveness (RBL + 5db)	Amenity LAeq ₃	Project Specific Levels ⁴
Day (7:00 – 18:00)	52.5	34.4	39.4	55.0	40.0
Evening (18:00 – 22:00)	49.3	33.6	38.6	45.0	38.6
Night (22:00-7:00)	41.9	29.3	34.3	40.0	35.0

- 1) LAeq has been calculated using log-averages in accordance Table A2 of the NPI (1)
- 2) The Rating Background Level (RBL) has been calculating in accordance with section B1.3 of the NPI
- 3) Amenity values taken from Table 2.2 of the NPI for residential dwellings in a suburban environment.
- 4) Project specific levels equal the lesser of the Intrusiveness, Amenity and minimum values in table 2.1 of the NPI

5.5 Extraneous noise

Section A1 of the NSW EPA Noise Policy for Industry states:

“For the assessment of modifications to existing premises, the noise from the existing premises should be excluded from background noise measurements. The exception is where the premises has been operating for a significant period of time and is considered a normal part of the acoustic environment; it may be included in the background noise assessment under the following circumstances:

- the development must have been operating for a period in excess of 10 years in the assessment period/s being considered and is considered a normal part of the acoustic environment; and,*
- the development must be operating in accordance with noise limits and requirements imposed in a consent or licence and/or be applying best practice”. (4)*

Extraneous noise is any breach to the above clause. Typically, these are noises resulting from activities that are not typical of the area such as construction, additional noise sources during holiday periods, sporting events or weather conditions.

Meteorological events must be considered during the assessment. Monitoring data acquired during the following events should be excluded from assessment:

- Where the average wind speed is over 5m/s (for a period of 15-minutes)
- During any rainfall

Climate data from the Bureau of Meteorology (BOM) was monitored during the assessment period to identify potential adverse conditions. The most suitable weather station for monitoring was taken as Camden Airport weather station. Wind exceedances are plotted on the noise result graphs (see appendix C).

6 NOISE IMPACT ASSESSMENT

6.1 Spring Farm Public School

Spring farm public school is located 25m north of the proposed subdivision. Typical school opening hours are daytime only, from 07:30 till 05:00pm.

6.1.1 Classrooms and students

The school has been designed to form a U shape with the buildings to contain the noise within a central courtyard. Noise from the classrooms and students' movement will be attenuated by the buildings, providing at least a 30dBA reduction. No further assessment of the classroom or court yard is deemed necessary.

6.1.2 Parking and traffic

For car movements, the critical case of the school carpark and kiss and drop has been assessed.

- The school carpark is located ~120m from the nearest proposed lot (#49).
- The kiss and drop zone is located ~65m from the nearest proposed lot (#49)

Free field noise calculations were used to predict the noise impact from a car driving into and out of the drop-off zone. An SWL of 85.0dBA (30 seconds) be used for a car parking and car door closing (1). This was converted to an SPL of 77.0dB using a Q factor of 2.

Based on a distance of 65m, the noise level is calculated to be 40.7dBA at the critical boundary of lot 49. This is 3.0dBA under the day time criteria and therefor acceptable.

6.1.2 Outdoor play area

The proposed subdivision is shielded from the outdoor play area by the school buildings, providing 30dBA of attenuation in addition to free-field noise fall off. No further assessment of the outdoor play area is deemed necessary.

6.2 Spring farm quarry

The active area of spring farm quarry is located approximately 50m south of the subdivision critical boundary. The quarry is recessed into the landscape from operations. The quarry is responsible for complying with the relevant state legislation and requirements regarding noise production.

Council have requested an assessment of the noise level from Spring Farm Quarry and associated truck movements. Broadcrest has undertaken attended noise measurements of quarry truck movements at the nearest property boundary to the quarry entrance (see figure 5.1). In addition to the attended logging, long term unattended noise measurements of the quarry operations were taken at the closest property boundary to the quarry activities.

6.2.1 Truck Movements

The truck movements from the quarry have the potential to impact the amenity of the principle private open space (PPOS) and living areas. The project specific values for the PPOS and living areas 55dBA and 40dBA respectively.

The loudest truck movement was from a double bogie leaving the site (peak 80.6dBA, table 6.1). The duration of the peak was ~5 seconds, with the total event (above the LAeq) being approximately 30 seconds.

The equivalent LAeq,15 minutes for the event has been calculated as 65.8dBA. Table C1 in the EPA Noise Policy for Industry suggests a 5dBA adjustment for intermittent noises during the night time period only. As the quarry is restricted to day time hours this adjustment has not been applied.

Free field noise modelling has been used to calculate the minimum distance requirement from the road to attenuate the noise level (see section 6.2.2 and 6.2.3).

6.2.2 Principle Private Open Space

To attenuate the noise in the PPOS, a setback of 17.4m from the quarry exit is required to achieve an ambient LAeq of 55.0dBA. This will be achieved in the rear yard of all lots. No further attenuation is required.

6.2.3 Living area

To attenuate the noise in the living area, either:

- a distance of 98m is required to achieve an ambient LAeq of 40.0dBA
- Lots 1, 2, 6, 7, 8 and future Lot 101 require building construction suitable for attenuating 25.8dBA equivalent attenuation. Example components suitable for meeting the attenuation goals are provided in table 7.1.
- Shielded lots (i.e, all except Lots 1, 2, 6, 7, 8 and future Lot 101) do not require further attenuation

The results of the attended truck noise movements have been graphed in figure 6.1 with the observations summarised in table 6.1.

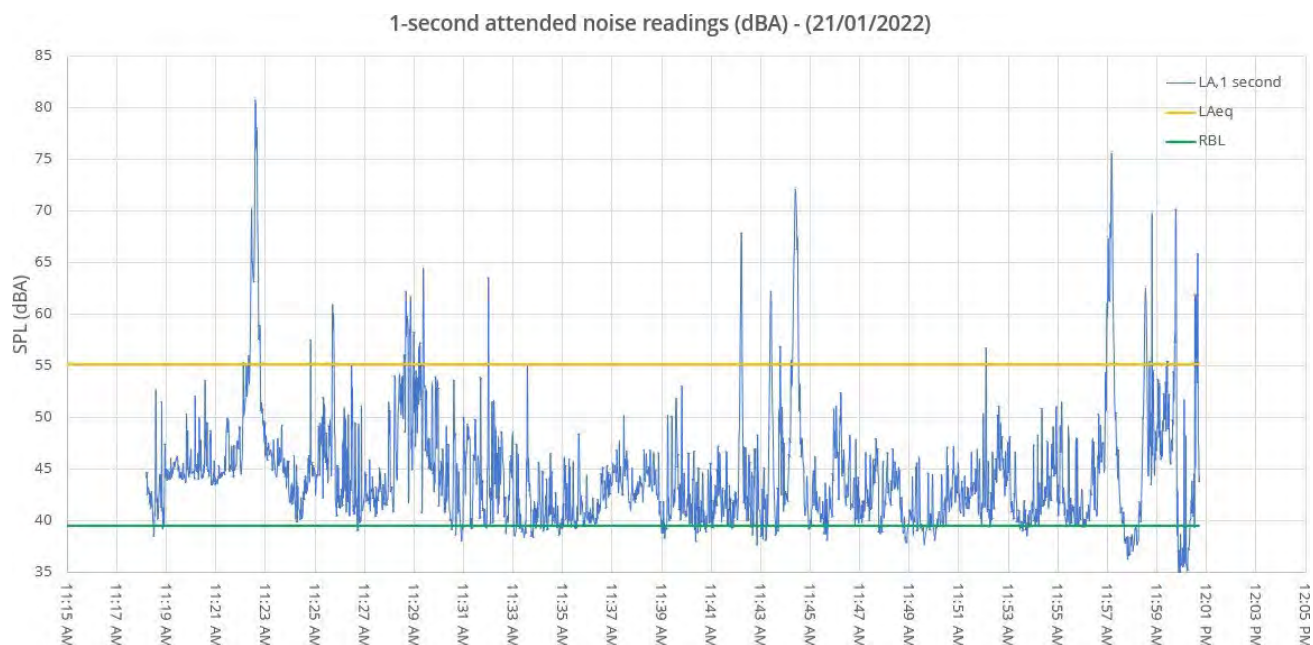


Figure 6.1: Attended noise results

Table 6.1: Recorded traffic movement and peak sound power level (dBA)

Time	Peak SPL (dBA)	Description
11:22	80.6	Double Bogie leaving site
11:42	67.8	Car Passing (resident)
11:44	61.9	Dump Truck retuning
11:57	75.6	Dump Truck leaving
11:58	69.8	Car Passing (resident)
11:59	70.1	Car Passing (resident)
12:00	65.5	Dump truck returning

6.2.2 Quarry Operations

In order to identify noise impacts from the quarry, a noise logger was set up on the nearest property boundary. The raw data from the noise logging was analysed to determine the statistical levels over the monitoring period. The results are provided in section 5.4.

The results show high consistency of the RBL and LA_{eq} for the day time period. The data does not provide a quantifiable impact which can be associated with the quarry).

No further assessment is required.

6.3 Camden Bypass

During the site inspection road noise was primarily identified from movement on the surrounding residential streets. Camden valley way was faintly heard in the background.

No existing traffic volume data exists from the RMS for Camden Bypass. It is typical for large arterial roads to have between 20,000 and 30,000 vehicles / day during peak usage. The *NSW Department of Planning: Development near Rail Corridors and Busy Roads - Interim Guideline* does not provide a screen test for developments greater than 300m from the house. Based on 25,000 vehicles at 300m, no noise treatment is required.

6.4 Background Noise Levels

A review of the data from the first survey reveals noise levels typical of a residential area. The results are consistent across all days, with the background noise levels tied to traffic on the surrounding roads. Data on the Sunday supports this, with an increase in the background noise levels later in the morning (7am rather than 5:30am), consistent with a lack of trade traffic. Peak noise levels (LA_{max}) are consistent across the period, with no distinct peaks at specific times, which is often attributed to commercial operations.

The second survey is reasonably consistent with the first, with a greater variance of the peak noise levels. This is likely due to the closer proximity to the road, but further proximity from other consistent noise sources such as the school and activity to the north of the development.

No noise characteristics of concern were identified within the noise data.

7 RECOMMENDATIONS

7.1 Building components

Lots 1, 2, 6, 7, 8 and future Lot 101 require building construction suitable for attenuating 25.8dBA equivalent attenuation. Table 7.1 provides example components which meet these requirements, however any component suitably acoustically rated may be used.

Table 7.1: Minimum building component requirements

Component	dB	Description
External Walls	>25.8	External facade with 10mm standard plasterboard internally
Roof	>25.8	Metal sheet roof / tiles, 10mm plasterboard ceiling fixed to ceiling joists
Entry Door	>25.8	Hung door, 30mm solid core, full weather seal
Floor	-	Concrete slab floor on ground
Glazing	26.0	4mm glazing with full weather seals

8 CONCLUSION

Broadcrest Pty. Ltd. were engaged by Group Development Services to carry out a noise impact assessment at 215 Macarthur Road, Spring Farm ('the site'). The assessment will accompany plans to subdivide Lot 11 in DP 534539 into 51 Residential Lots.

A site inspection was carried out on the 17.09.2021 which involved a visual assessment of the site and the surrounding noise producing nodes. At the time of inspection, the site and surrounds consisted of:

- Residential streets and housing (dominant noise source)
- Spring Farm Quarry to the south, across MacArthur Road (non-audible during the site inspection).
- Spring Farm public School (not operational during the assessment)
- Camden Bypass ~400m west of the site (barely/faintly audible).

Council subsequently requested further information regarding the noise level from Spring Farm Quarry and associated truck movements. Broadcrest has undertaken attended noise measurements of quarry truck movements at the nearest property boundary to the quarry entrance. A logger was set up for a long-term unattended noise survey of the quarry noise.

The noise assessment identified an isolated noise impact from trucks entering and exiting the quarry. Acoustic ratings for building components has been provided in section 7.2 Lots 1, 2, 6, 7, 8 and future Lot 101 to overcome these noise exceedances.

No other noise sources of concern were identified. It is our opinion that, given the recommendations in section 7 are followed, the development will meet the relevant acoustic requirements of the EPA Noise Policy for Industry, NSW State Environmental Planning Policy (Infrastructure) 2007, NSW Dept. of Planning (2008) Interim Guideline and Australian Standard AS3671.



9 REFERENCES

1. **NSW Government.** *State Environmental Planning Policy (Infrastructure)*. 2007.
2. **Standards Australia/Standards New Zealand.** *AS/NZS 3671:1989 Acoustics - Road traffic noise intrusion - Building siting and construction*. s.l. : SAI Global, 1989.
3. —. *AS/NZS 2107:2016 Acoustics—Recommended design sound levels and reverberation times for building interiors*. s.l. : SAI Global, 2016.
4. **State of New South Wales and the Environment Protection Authority.** *Noise Policy for Industry*. 2017.
5. *Guideline for Child Care Centre Acoustic Assessment*. **Association of Australian Acoustic Consultants**. 2013.
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10 GLOSSARY

A-weighted sound pressure

Noise levels that have been weighted to approximate the characteristics of normal human hearing. The human ear is not equally sensitive to sound at different frequencies. People are more sensitive to sound in the range of 1 to 4 kHz (1000 – 4000 vibrations per second) and less sensitive to lower and higher frequency sound. During noise measurement an electronic 'A-weighting' frequency filter is applied to the measured sound level dB(A) to account for these sensitivities. Other frequency weightings (B, C and D) are less commonly used. Sound measured without a filter is denoted as linear weighted dB(linear).

Airborne noise

Noise propagated between the source and receiver primarily through air.

Ambient noise/Sound

The total noise in a given situation, inclusive of all noise source contributions in the near and far field.

Background noise:

The underlying level of noise present in the ambient noise, excluding the noise source under investigation, when extraneous noise is removed.

Compliance

The process of checking that source noise levels meet with the noise limits in a statutory context.

Cumulative noise level

The total level of noise from all sources.

Decibel, dB:

Unit of acoustic measurement. Measurements of power, pressure and intensity. Expressed in dB relative to standard reference levels. It is weighted to approximate the sensitivity of human hearing to sound frequency. It is measured using a microphone and a sound level meter, and varies with distance from the source and the environment.

LA_{EQ,T}:

Equivalent continuous A-weighted sound pressure level. The value of the A-weighted sound pressure level of a continuous steady sound that, within a measurement time interval T, has the same A-weighted sound energy as the actual time-varying sound.

Noise limits

Enforceable noise levels that appear in conditions on consents and licences. The noise limits are based on achievable noise levels, which the proponent has predicted can be met during the environmental assessment. Exceedance of the noise limits can result in the requirement for either the development of noise management plans or legal action.

Percentile Level - L90, L10, etc:

A statistical measurement giving the sound pressure level which is exceeded for the given percentile of an observation period, e.g. L90 is the level which is exceeded for 90% of a measurement period. L90 is commonly referred to as the "background" sound level.

Rating Background Level – RBL:

Method for determining the existing background noise level which involves calculating the 10th percentile from the LA90 measurements for each day, evening and night time period. This value gives the Assessment Background Noise Level (ABL). Rating Background Level is the median of the overall ABL.

Receptor

The noise-sensitive land use at which noise from a development can be heard.

Sleep disturbance

Awakenings and disturbance of sleep stages.

Sound Power Level, (SWL) dB

10 times the logarithm to the base 10 of the ratio of the sound power of the source to the reference sound power of 1 Pico Watt. Sound power level cannot be directly measured using a microphone. Sound power level does not change with distance. The sound power level of a machine may vary depending on the actual operating load.

Sound Pressure Level (SPL) dB(A)

The level of noise, usually expressed as SPL in dB(A), as measured by a standard sound level meter with a pressure microphone. The sound pressure level in dB(A) gives a close indication of the subjective loudness of the noise.

Statistical noise levels

See percentile Level

Threshold

The lowest sound pressure level that produces a detectable response (in an instrument/person).

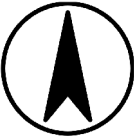
Tonality

Tonal noise contains one or more prominent tones (and characterised by a distinct frequency components) and is considered more annoying. A 2 to 5 dBA penalty is typically applied to noise sources with tonal characteristics.

Appendix A – Plan drawing



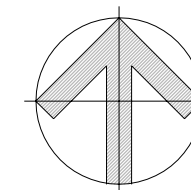


 BROADCAST MAPPING AND GLOBAL INFORMATION s e- com.au contact@broadcrest.com.au 1300 554 945 Broadcrest Consulting Pty Ltd ABN: 622 508 187	Client GROUP DEVELOPMENT SERVICES	Project 1354-AC-03 - Acoustic Assessment	Drawing: 1354-AC-03 - Appendix A1 - Site and Logger location	Scale 1:2,500	
	Location 215 Macarthur Road, Spring Farm	LGA Camden City Council	Base map NSW Spatial Data Services	Page	



 BROADCREST MAPPING AND GLOBAL INFORMATION g_E_r11t15C0m.au contact@broadcrest.com.au 1300 554 945 Broadcrest Consulting Pty Ltd ABN: 622 508 187	Client GROUP DEVELOPMENT SERVICES	Project 1354-AC-03 - Acoustic Assessment	Drawing: 1354-AC-03 - Appendix A2 - Site and Noise Sources of Concern	Scale 1:3,500	
	Location 215 Macarthur Road, Spring Farm	LGA Camden City Council	Base map NSW Spatial Data Services	Page	

Appendix B: Client plans

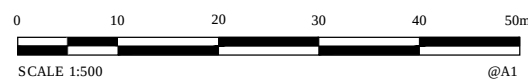


EXTENT OF WORKS

- (A) EASEMENT FOR INTERALLOTMENT DRAINAGE 1.5m WIDE
- (B) PADMOUNT SUBSTATION EASEMENT 2.75m x 5.5m
- (C) RESTRICTION ON THE USE OF LAND IN RELATION TO THE FIRE RATING OF BUILDINGS MEASURED 3.0m FROM SUBSTATION EASEMENT
- (D) RESTRICTION ON THE USE OF LAND IN REALTION TO THE SWIMMING POOLS MEASURED 5.0m FROM SUBSTATION EASEMENT

NOT TO BE USED FOR CONSTRUCTION PURPOSES

C	08.09.2022	AMENDED TO MATCH REVISED STORMWATER DESIGN	DT	-	-
B	30.03.2022	RFI AMENDMENT	AM		
A	18.01.2022	ISSUED FOR DA APPROVAL	AM	-	-
Rev.	Date	Revision Description	Drawn	Design	Appd.



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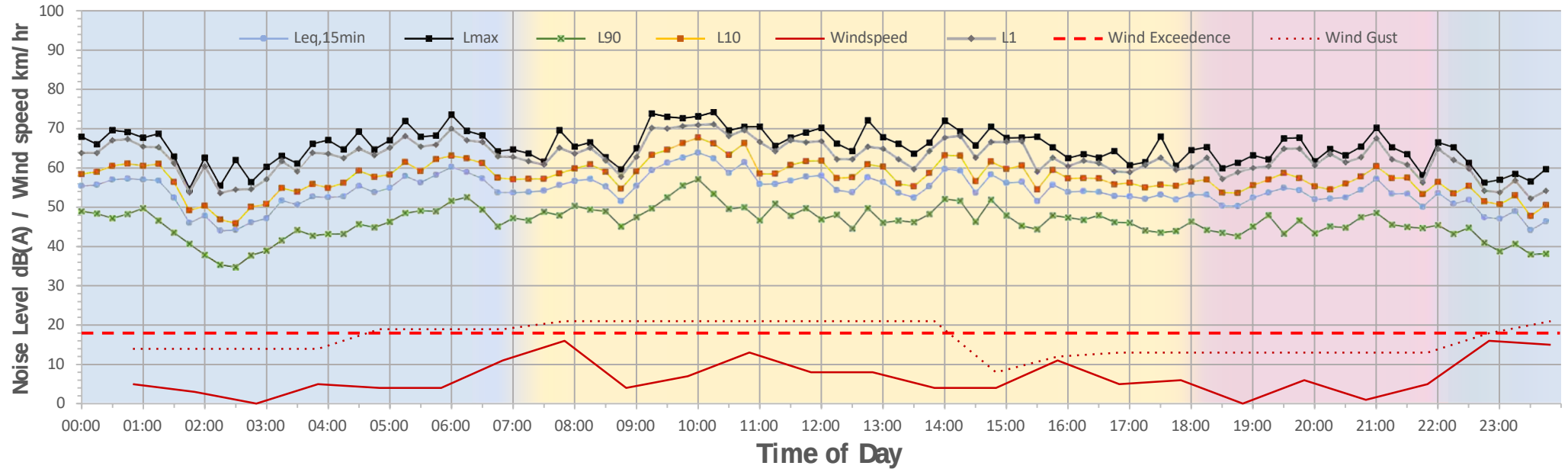
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Design -	Date -
Design Checked -	Date -
Approved -	Date

Drawing Number	P00468-SUBDIV-002
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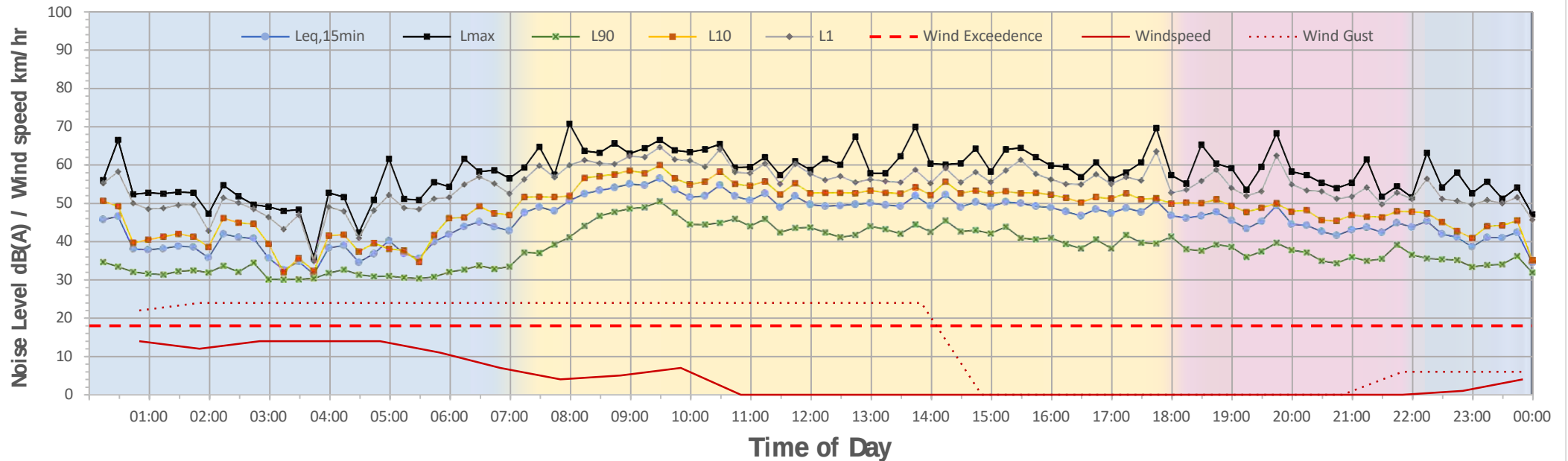
	Revision

Appendix C - Noise logger result graph

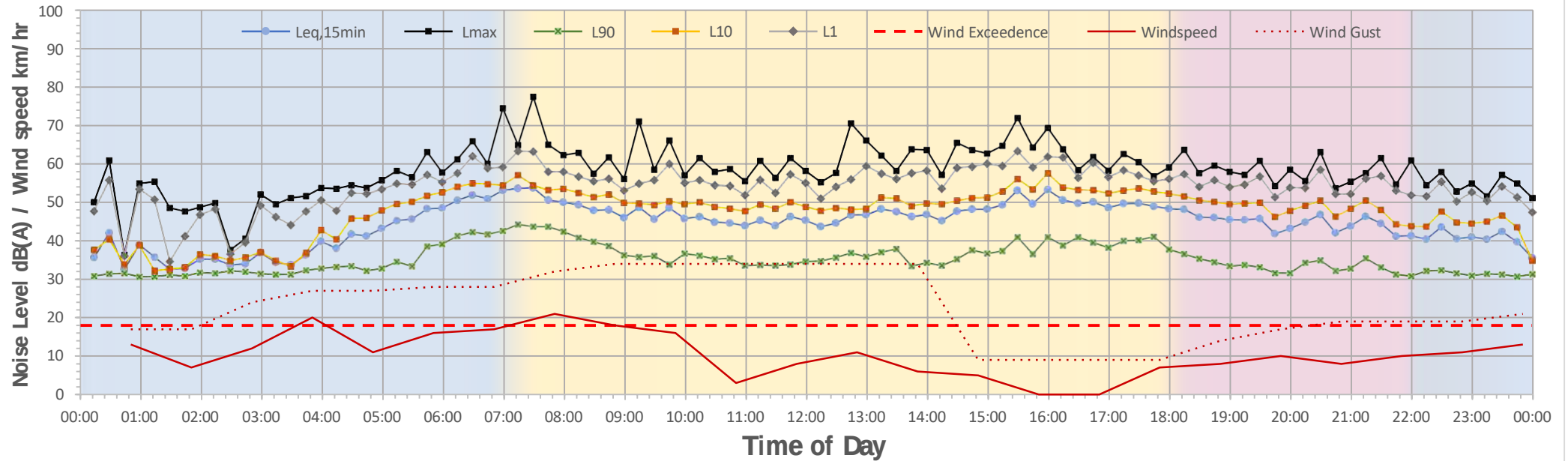
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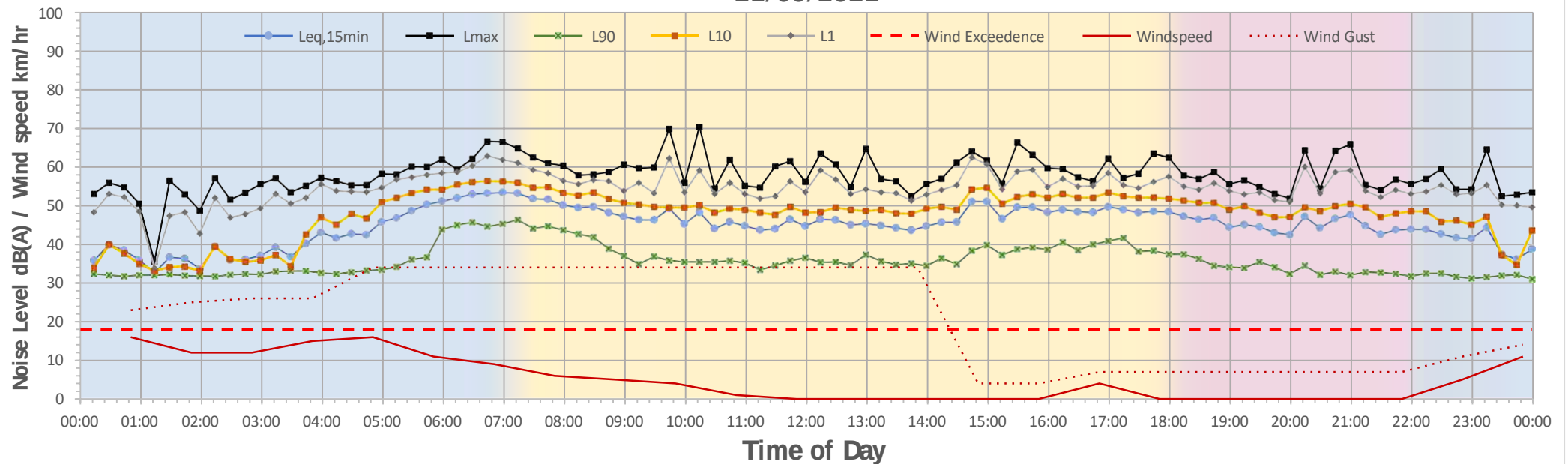
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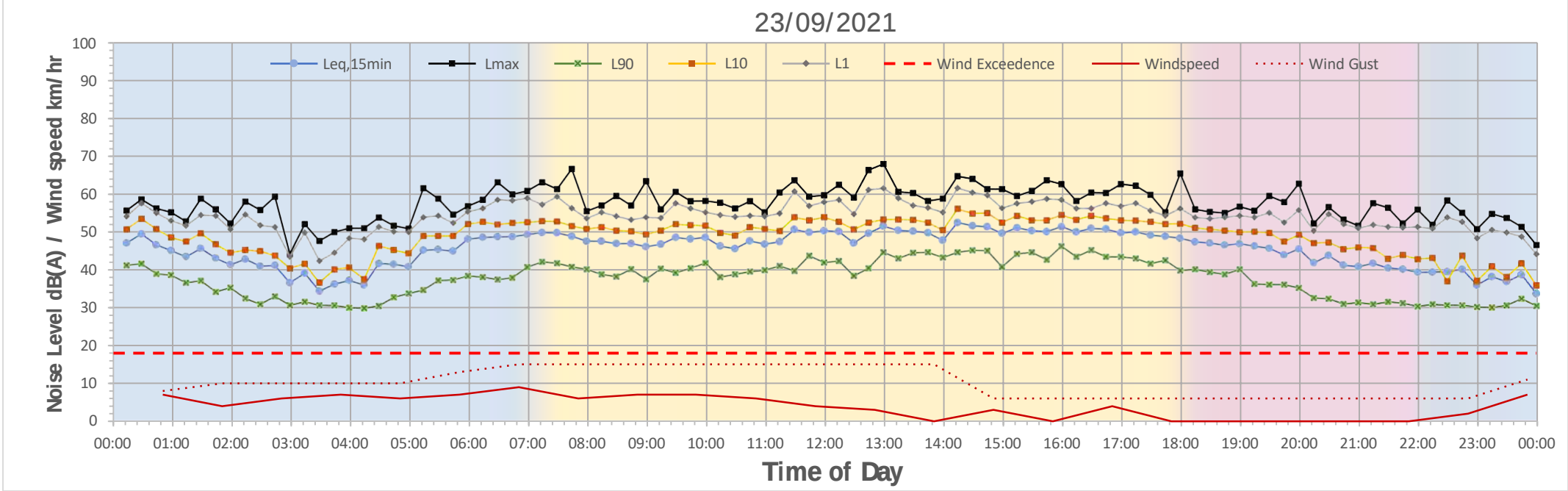
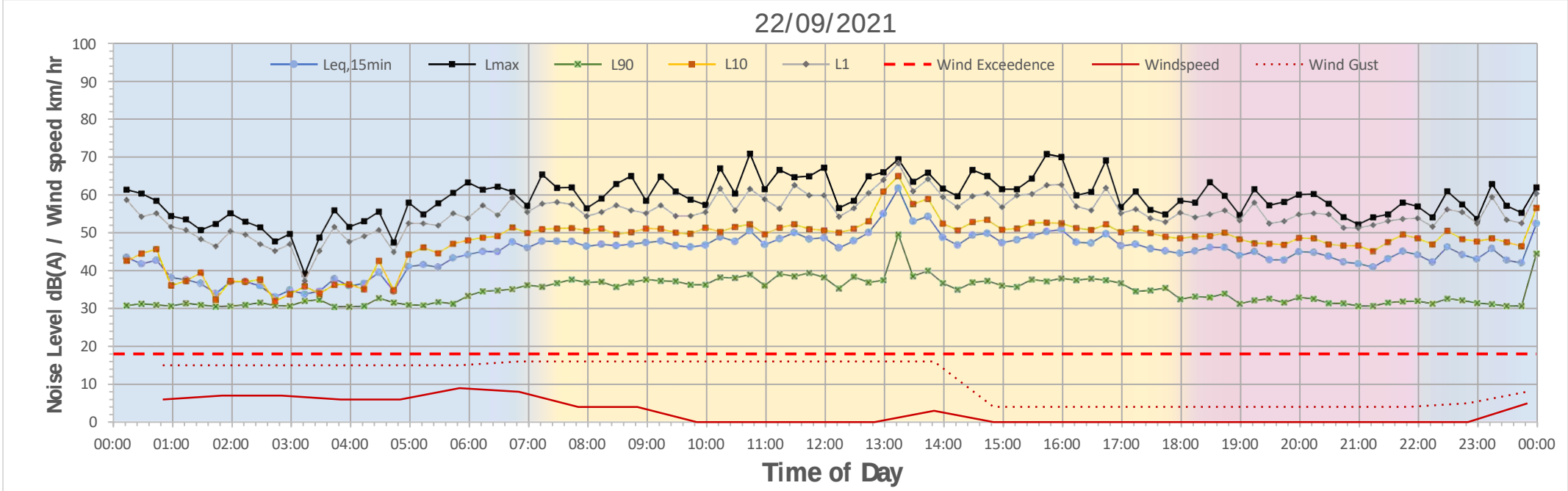


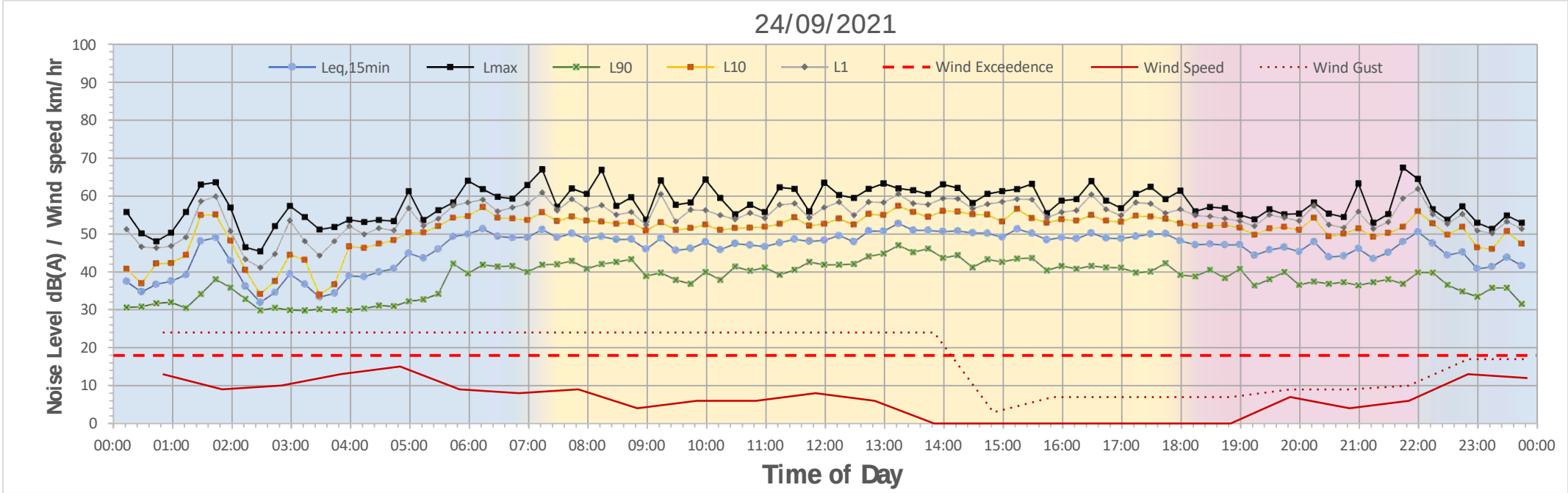
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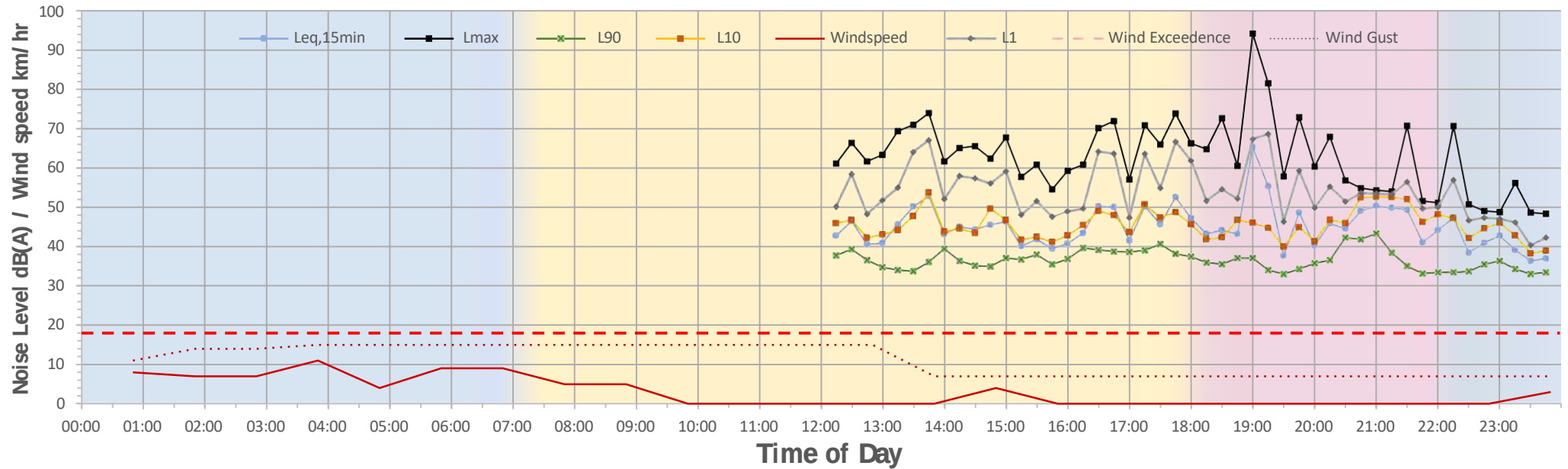
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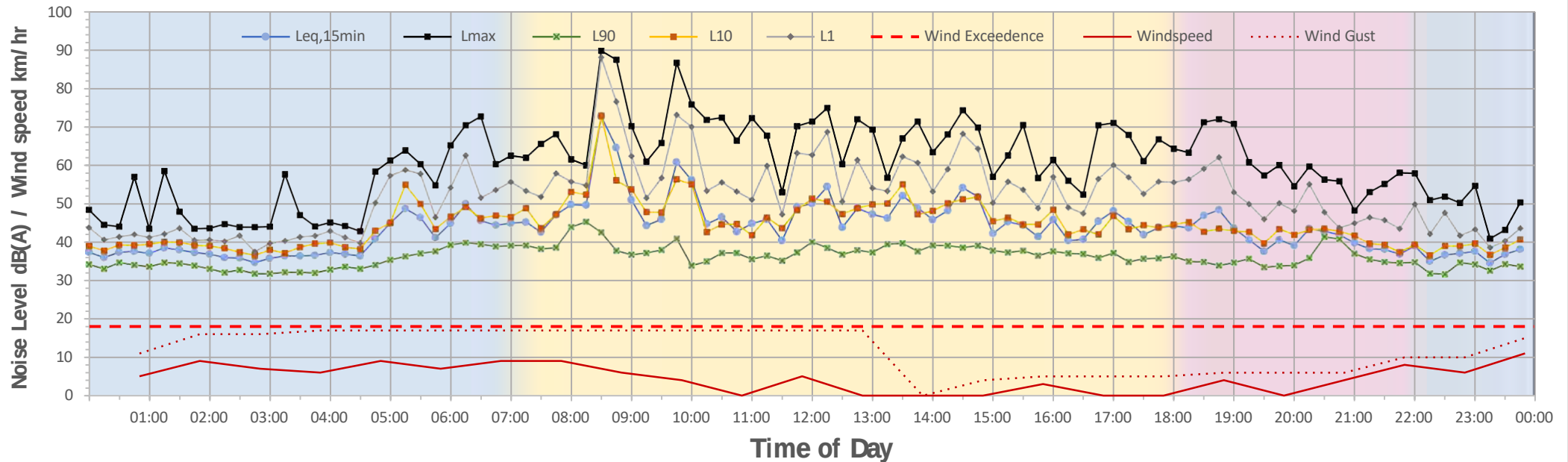




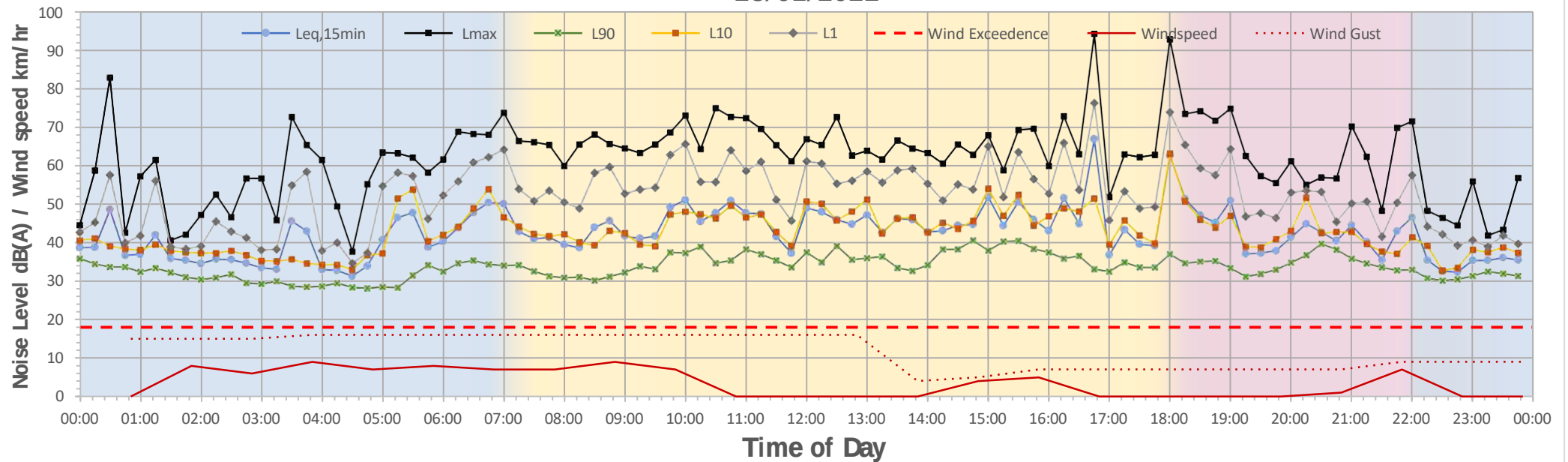
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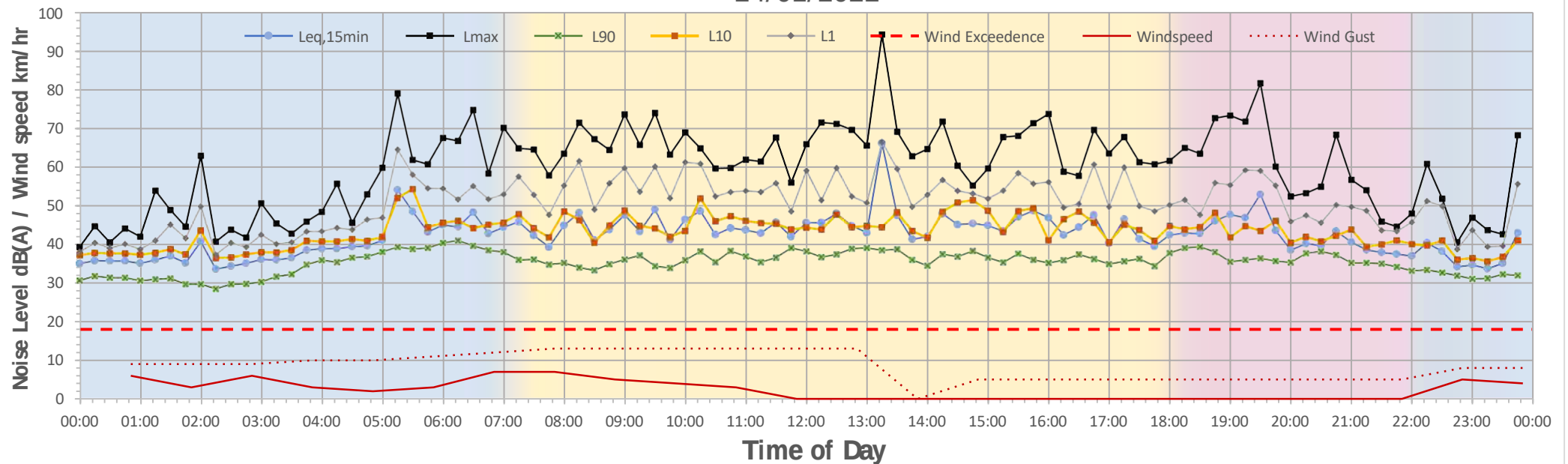
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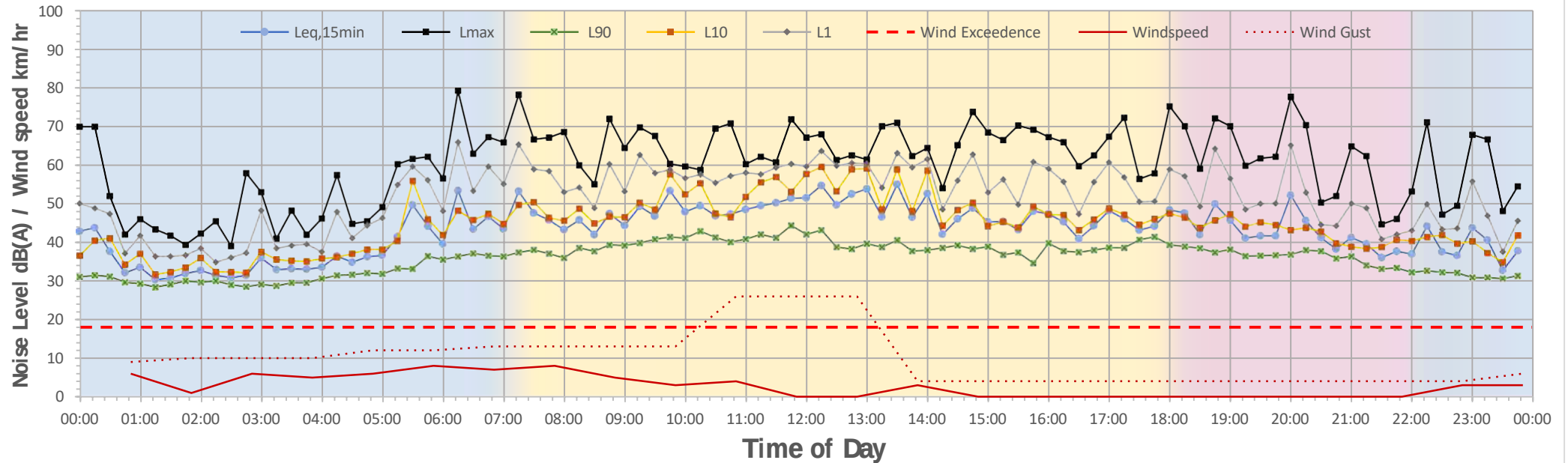
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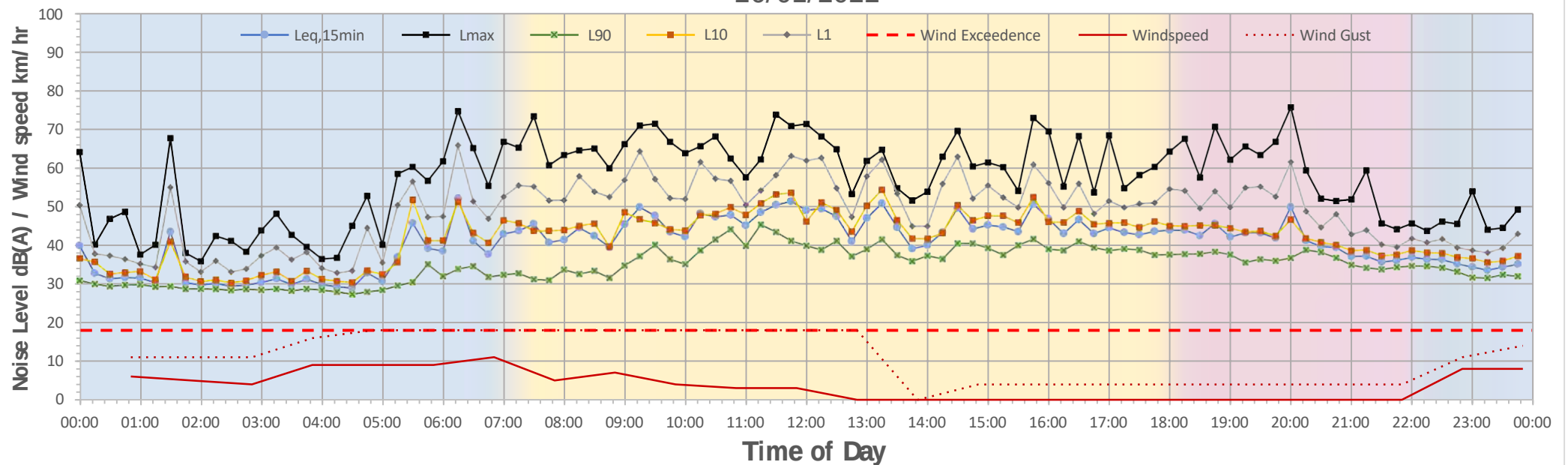
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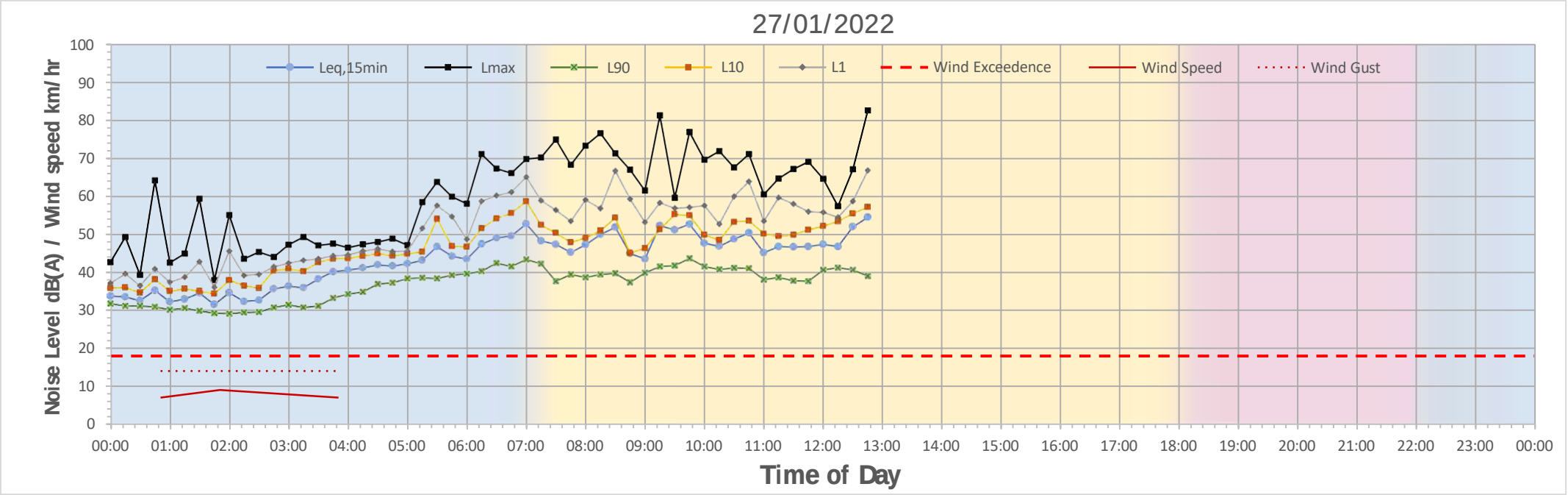


25/01/2022



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Report

Preliminary Geotechnical Investigation Proposed Residential Subdivision Development Lot 11 DP 534539 No 215 Macarthur Road Spring Farm, NSW

Prepared for
Crownland Developments
Suite 502, Level 5, 95 Pitt Street
SYDNEY NSW 2000

Ref: JC25487B-r1
May 2025



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15th May 2025

Our Ref: JC25487B-r1

Crownland Developments
Suite 502, Level 5, 95 Pitt Street
SYDNEY NSW 2000

Attention: Mr Vince Roccisano

Dear Sir

**Re Preliminary Geotechnical Investigation
Proposed Residential Subdivision Development
Lot 11 DP 534539 No 215 Macarthur Road, Spring Farm NSW**

We are pleased to submit our preliminary geotechnical Investigation report for the proposed residential development at the above address.

Should you have any queries, please contact the undersigned.

Yours faithfully
GeoEnviro Consultancy Pty Ltd

Solern Liew CPEng NER CEnvP
Director



Adrian Tejada BE
Geotechnical Engineer



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Document Control

Document Details	
Job No	JC25487B
Revision	r1
Title	Preliminary Geotechnical Investigation Proposed Residential Subdivision Development Lot 11 DP 534539 No 215 Macarthur Road Spring Farm, NSW
Address	Lot 11 DP 534539 No 215 Macarthur Road, Spring Farm, NSW
Client	Crownland Developments

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Drawing No 2	Soil Landscape Map
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Appendix A	Test Pit and Borehole Reports
Appendix B	Historical Photographs
Appendix C	Dynamic Cone Penetrometer Test Reports
Appendix D	A Brief Explanation on Site Classification
Appendix E	Explanatory Notes

1. INTRODUCTION

This report presents our geotechnical assessment for the site referred to as No 215 Macarthur Road Spring Farm in Spring Farm and identified as Lot 11 Deposit Plan (DP) 534539. We understand the proposed development will include subdivision of the site into about 51 residential lots and construction of residential roads.

The objectives of this study are as follows;

- To investigate the historical land use of the site that may pose an adverse impact on the proposed development.
- To investigate the subsurface ground and ground water conditions and to assess the suitability of the site from a geotechnical perspective for the proposed development.
- To provide preliminary comments and recommendations on geotechnical issues considered relevant to the proposed development.

The investigation was commissioned by Mr William Akerboom of Crownland Developments based on our proposal referenced JC25487A-L1 dated 29th April 2025. The scope of this report forms part of a more detailed geotechnical investigation which includes laboratory testing to derive at site specific recommendations on geotechnical design issues.

2. SITE INFORMATION

2.1 Site Location

The subject site is situated on the northern side of Macarthur Road in Spring Farm and is irregular in shape measuring about 300m along the Macarthur Road frontage and extending about 150m along its eastern boundary. Total site area is about 2.4 hectares.

The site is within the jurisdiction of Camden Council.

2.2 Surrounding Land Use

The site is situated within a semi-rural residential and developed residential area with adjoining properties to the north and east consisting of newly developed subdivision developments with residential dwellings. Properties to the west along Macarthur Road consist of semi-rural properties used mainly for residential purposes as well as an old sand quarry immediately south of the site.

2.3 Site Topography

The site is situated on low lying flood plain to very gently undulating terrain on the northern bank of the Nepean River. Natural ground surface within the site slopes down in a southerly direction towards Macarthur Road at angles of less than 3 degrees and across Macarthur Road, ground surface continues to slope down at angles typically between 3 and 5 degrees to the Nepean River approximate 700m to 1.1km to the south.

Based on Google Earth, the ground surface within the site ranges in elevation from about 79m to 81m above sea level. The Nepean River water was at about 58m above sea level and this level will fluctuates with the weather seasons.

2.4 Ground Cover and Salinity Indicators

The site comprised predominantly of grassy areas with some trees within the curtilage. The site generally appeared reasonably well drained with no visible signs of permanent water-logged areas, groundwater or “springs”.

There were no obvious signs and indicators of salinity impacts such as salt crystals on the surface, salt attacks and markings on existing building footings and vegetation distress.

2.5 Soil Landscape and Geological Setting

The 1:100,000 Soil Landscape Map of Wollongong-Port Hacking prepared by the Soil Conservation Services of NSW indicates the site to be underlain by colluvial soil belonging to the Theresa Park landscape group. Refer to Drawing No 2 for Soil Landscape Map

The 1:100,000 Geological Map of Wollongong-Port Hacking indicates the site to be situated on the interface of Quaternary soil (Qal) consisting of quartz and lithic “fluvial” sand, silt and clay to the South western portion of the site and Tertiary soil (Tal) consisting of high-level alluvium to the North eastern portion of the site. Refer to Drawing No 3 for Geological Map.

The underlying bedrock unit at lower depths consists of Bringelly Shale of the Wianamatta Group in the Triassic Period and this unit typically comprising of shale and carbonaceous claystone, siltstone, laminate and interbedded lithic sandstone.

2.6 Soil Salinity Map

Based on Salinity Potential in Western Sydney 2002 prepared by the Western Sydney Regional Organisation of Councils Ltd, the site is situated in area with a moderate salinity potential. Refer to Drawing No 4 for Salinity Potential Map.

2.7 Acid Sulfate Soil Risk Map

Based on acid sulfate soil risk maps prepared by the Department of Land and Water Conservation, the site is situated in an area with no known occurrence of acid sulfate soils.

2.8 Site History and Previous Land use

Based on historical aerial photography dating back to the 1960s, the site appeared to have been used for residential purposes with some minor agricultural use (eg grazing, animal keeping). The site appeared to have been predominantly used for residential since the 1970s with a residential dwelling constructed in the middle

The historical aerial photographs indicate the site to have been on natural (ie virgin) ground over at least the last 50 years and there were no evidence of ground modification by excavation and filling from mining, construction works or waste landfill/recycling activities. There were no evidence of ground disturbance such as scarring of landform, clearing of vegetation, groundworks associated with industrial activities, unauthorised dumping of waste or stockpiling of earthfill.

Reference may be made to Appendix B for historical photographs.

2.9 Existing Site Conditions and Description

At the time of the site investigation, the site was vacant with a curtilage and single storey dwelling with swimming pool in the middle of the site. A large metal shed occupied the north-western corner of the site with the remainder of the site consisting of vacant land. There was also a small metal structure towards the northern portion of the site to the rear of the existing dwelling.

The site was predominantly cleared of trees and bushes with ground surface partially covered with grass and sandy soil was exposed on the surface. The ground surface appeared even and level with no obvious or visible signs of previous ground disturbance by excavation and filling.

Reference may be made to Drawing No 1 for site features.

3. INVESTIGATION METHODOLOGY

Field investigation included excavation of test pits using a rubber tyred backhoe on the 8th May 2025 and drilling of boreholes on the 13th and 14th May 2025.

Ten test pits (ie TP 1 to TP 10) and five boreholes (ie BH 1 to 5) were excavated and drilled across the site. The test locations are shown on Drawing No 5. The test pits were excavated to depths of about 5.5m below existing ground surface. To aid assessment of the densities of the subsurface profile, dynamic cone penetrometer (DCP) tests were undertaken adjacent the test pits. Reference may be made to Appendix C for Dynamic Cone Penetrometer Test Reports.

The boreholes were drilled using a ute mounted drill rig equipped for site investigation purposes with spiral augers attached to a Tungsten Carbide (TC) bit drilling through natural sandy soil to depths of about 9.0m below existing ground level. To assess the strength of the subsurface soil, Standard Penetration Tests (SPT) were carried out in the boreholes. The SPT tests involved driving a split tube steel spoon into the ground using a standard weight (ie 63.5kg) hammer and measuring the penetration resistance in number of blow counts per 150mm penetration.

The test pits and boreholes were observed for groundwater during and upon completion of the site investigation. Upon completion of the investigation, the test pits and boreholes were backfilled with excavation spoil.

Details of the subsurface profiles are summarised on the Test Pits and Borehole Reports in Appendix A of this report.

Explanatory notes defining the terms and symbols used in the preparation of the test pits and borehole reports are attached in Appendix E.

Disturbed and bulk soil samples were taken from the site to our NATA accredited laboratory to assess the physical soil properties and soil samples was also sent to Envirolab Services for salinity analysis to assess soil aggressiveness. At the time of the preparation of this report, the laboratory test results are not available and the results of this laboratory analysis will be included in the detailed geotechnical report in due course.

4. SUBSURFACE CONDITIONS

Reference should be made to the attached Test Pit and Borehole Reports in Appendix A for details of the subsurface profiles encountered in each test location. The following is a summary of the subsurface profiles encountered;

- Minor fill was encountered in TP 1 comprising of Crushed Rock with thickness of about 150mm.
- Topsoil consisting of fine to medium grained Silty Sand was encountered on the surface of all test pits and boreholes except TP 1. The topsoil was generally found to have thickness ranging from 100mm to 500mm.
- Natural soil was encountered below the topsoil and fill in all test pits and boreholes consisting predominantly of fine to medium grained Sand. The natural sandy soil was generally assessed to be dry to moist.

Based on the SPT results, the relative density of the natural sand was found to be variable with very loose to loose sand generally in the upper 2.6m to 3m and improving to medium dense at lower depths. The full depth of natural soil in BH 5 was found to be medium dense.

The DCP test results generally appeared consistent with the SPT test results with variable blow counts at the upper 2m correlating to very loose to medium dense sand and the blow counts increases to medium dense at lower depths.

- Bedrock was not encountered in all test pits or boreholes which were terminated at a maximum depth of 9.0m below existing ground level. Based on our previous investigation of the area, we expect the underlying bedrock to consist of Shale.
- Groundwater was not encountered in all test pits and boreholes which were taken to a maximum depth of 9m below ground surface. Based on our groundwater studies of adjacent site to the south of Macarthur Road, ground water level is expected to be at about Reduced Level (RL) 64 to 68m Australian Height Datum (AHD), therefore permanent groundwater table of about 11m or deeper may be expected.

5. GEOTECHNICAL COMMENTS AND ASSESSMENT

Based on the results of the investigation, the following are our assessment of the site with respect to the proposed residential subdivision development;

- The historical aerial photographs indicate the site to have remained undisturbed since the 1960's with no ground modification by excavation and filling from human activities such as sand extraction/mining, dredging, dam construction and land filling. On this basis, there is a high level of confidence that the insitu foundation material is predominantly in its natural state and homogeneous with no unexpected relict rubbish or compressible burial ground.
- The site investigations revealed the site to comprise of uniform natural sandy soil for the full depth of the investigation to 9m. The upper 3m of the sand was assessed to have variable relative densities ranging from Very Loose to Loose and the relative densities of the sand at lower depths was assessed to be Medium Dense or better. Based on our past experience of adjacent sites, we anticipate the soil profiles at lower depths is expected to become more clayey, with Sandy Clay, Clayey Sand and Silty Clay encountered.

Some densification of the upper Very Loose to Loose sand will be required for the proposed development. The investigation did not encounter soft compressive soil such as Organic Clays or Peat that may pose severe constraints associated with time-related consolidation (ie settlement) on future development.

- The site investigation did not encounter permanent groundwater which is expected to be at significant depth greater than 9m below ground surface. In the absence of shallow groundwater, it is feasible for sand densification works to be carried by conventional earthworks which includes excavation, filling and recompaction. Other densification methods using dynamic compaction methods are also possible from a geotechnical perspective however this should only be implemented after careful consideration to address environmental factors such as vibration, induced settlement and noise impacts to existing adjoining residential housing estate.

6. CONCLUSION

We are of the opinion that the site is suitable for the proposed residential subdivision development subject to implementation of good geotechnical engineering practice and design and this includes but not limited to;

- Densification of the upper 3m of the natural Very Loose to Loose Sand and this may be undertaken by conventional earthworks by excavation, fill and recompaction. Earthworks should be undertaken under Level 1 supervision with adequate density test frequency to AS3798-2007 "Guidelines on Earthworks for Commercial and Residential Sites".
- Assessment of foundation conditions taking into considerations foundation settlement under additional surcharge loads from future building and Shrink-Swell potential in accordance to AS2870-2013 "Residential Slabs and Footings". Subject to adequate earthworks control and testing, shallow and deep footings may be considered suitable.

- Implementation of safe slope batters and retaining walls to ensure site stability is maintained.
- Implementation of adequate surface and subsurface drainage to keep the foundation dry and limit salt mobility to improve durability design.

7. LIMITATIONS

The interpretation and recommendations submitted in this report are based on a limited number of boreholes. There is no investigation which is thorough enough to determine all site conditions and anomalies, no matter how comprehensive the investigation program is as site data is derived from extrapolation of limited test locations. The nature and extent of variations between test locations may not become evident until construction.

Groundwater conditions are only briefly examined in this investigation. The groundwater conditions may vary seasonally or as a consequence of construction activities on or adjacent to the site.

In view of the above, the subsurface soil and rock conditions between the test locations may be found to be different or interpreted to be different from those expected. If such differences appear to exist, we recommend that this office be contacted without delay.

The statements presented in these documents are intended to advise you of what should be your realistic expectations of this report, and to present you with recommendations on how to minimise the risks associated with the ground works for this project. The document is not intended to reduce the level of responsibility accepted by GeoEnviro Consultancy Pty Ltd, but rather to ensure that all parties who may rely on this report are aware of the responsibilities each assumes in so doing. Attached in Appendix E are documents entitled "Explanatory Notes" in conjunction with which this report must be read, as it details important limitations regarding the investigation undertaken and this report.

C:\\25\\JOB\\487\\B\\JC25487B-r1

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Legend



Subject Site



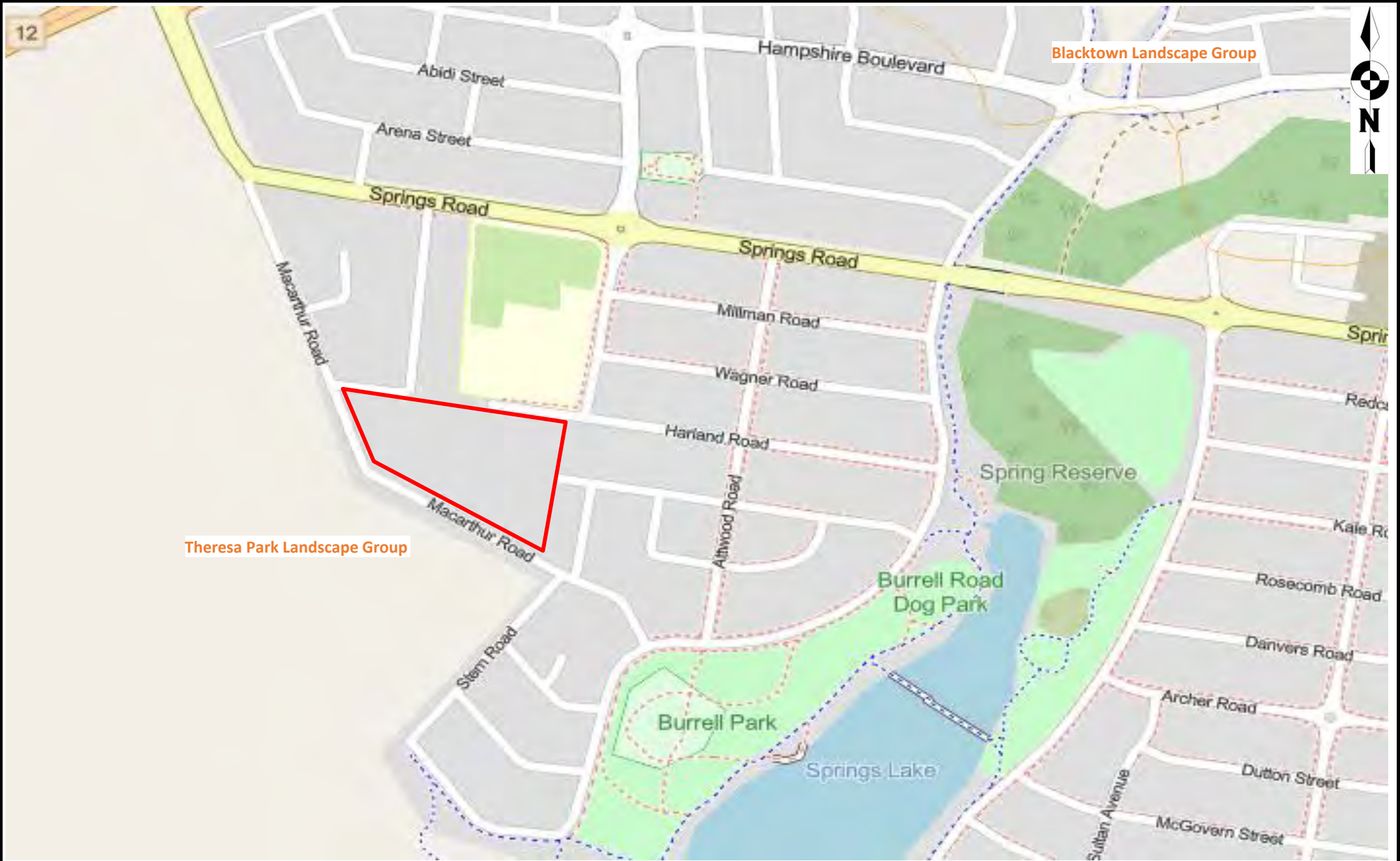
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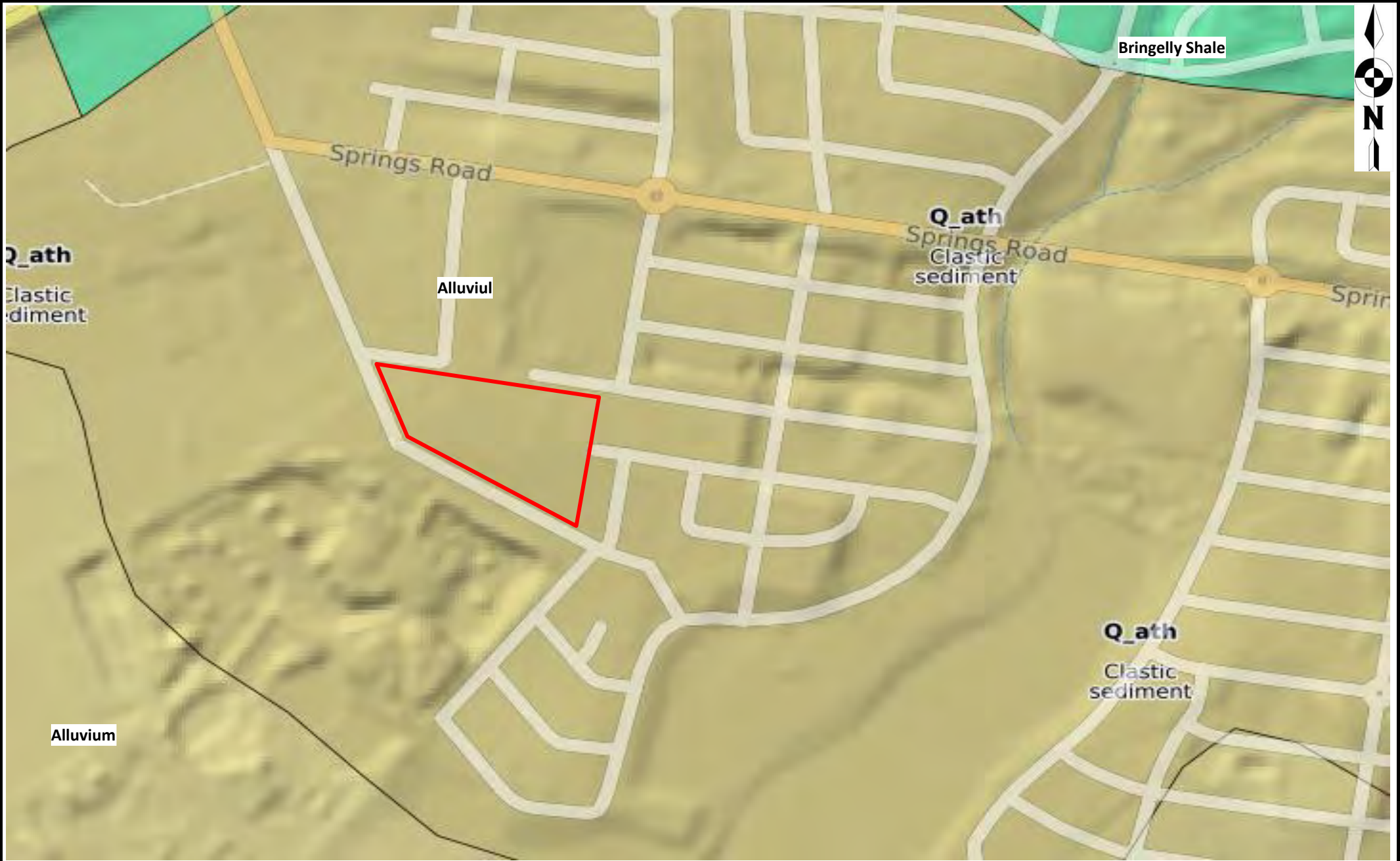
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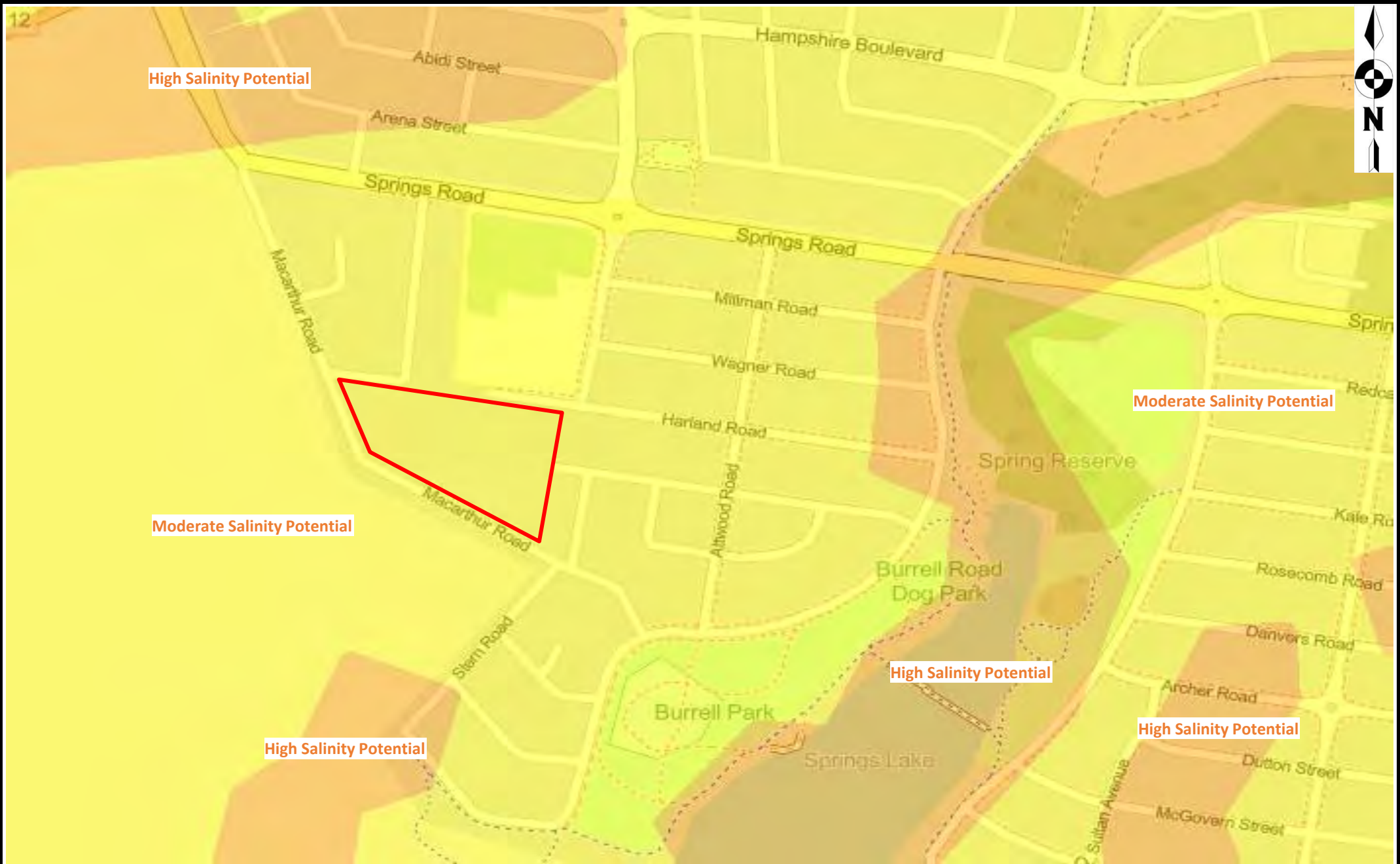
Crownland Developments	
215 Macarthur Road Spring Farm	
Site Locality and Site Features Plan	
Project No: JC25487B	Drawing No: 1



 GeoEnviro Consultancy Pty Ltd Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia Tel: (02) 9679 8733 Fax: (02) 9679 8744	Drawn By: AT		Date: 15/5/25		Crownland Developments 215 Macarthur Road Spring Farm Soil Landscape Map			
	Checked By: SL		Date: 15/5/25					
	Revision By:		Date:					
	Scale: Not to Scale			A3	Project No: JC25487B			Drawing No: 2



 GeoEnviro Consultancy Pty Ltd Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia Tel: (02) 9679 8733 Fax: (02) 9679 8744	Drawn By: AT		Date: 15/5/25		Crownland Developments 215 Macarthur Road Spring Farm Geological Map			
	Checked By: SL		Date: 15/5/25					
	Revision By:		Date:					
	Scale: Not to Scale			A3	Project No: JC25487B			Drawing No: 3



 GeoEnviro Consultancy Pty Ltd Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia Tel: (02) 9679 8733 Fax: (02) 9679 8744	Drawn By: AT		Date: 15/5/25		Crownland Developments 215 Macarthur Road Spring Farm Salinity Potential Map			
	Checked By: SL		Date: 15/5/25					
	Revision By:		Date:					
	Scale: Not to Scale			A3	Project No: JC25487B			Drawing No: 4



Legend

- Test Pit
- Borehole
- DCP



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Tel: (02) 9679 8733 Fax: (02) 9679 8744

Drawn By: AT	Date: 15/5/25
Checked By: SL	Date: 15/5/25
Revision By:	Date:

Scale: Not to Scale	A3
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Crownland Developments	
215 Macarthur Road Spring Farm	
Test Location Plan	
Project No: JC25487B	Drawing No: 5

Appendix A

Test Pit and Borehole Reports



GeoEnviro Consultancy Pty Ltd

Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia
Tel: (02) 96798733 Fax: (02) 96798744

Test Pit Report

Test Pit No: 1

Client: Crownland Developments

Job no: JC25487B

Project: Proposed Residential Subdivision Development

Date: 8/5/25

Location: 215 Macarthur Road Spring Farm

Logged by: AT

Equipment: 14t Excavator

R.L.Surface:

Pit Dimensions: 0.5 x 2m

Datum: - AHD

Method	Support	Water	Notes: Samples, Tests, etc	Depth(m)	Classification Symbol	Unified Soil Classification	Material Description Soil Type, Plasticity or Particle Characteristic, colour, secondary and minor component	Moisture Content	Consistency/Density Index	DCP Blow Counts	Structure and Additional Observations
Bucket	Nil	Dry					FILL: Crushed Rock			6	DCP 1
						SP	Sand: fine to medium grained brown	M		3	
				0.5						5	
										5	
										3	
									L	3	
										3	
				1.0			brown red			2	
										1	
										2	
										2	
				1.5						2	
									L	2	
										2	
										2	
				2.0						3	
									MD	3	
										4	
										4	
				2.5						6	
										7	
										8	
				3.0							
				3.5							
							light brown grey	D-M			
				4.0							

Continued on next page

Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia
Tel: (02) 96798733 Fax: (02) 96798744

Test Pit No: 1

Job no: JC25487B

Date: 8/5/25

Logged by: AT

R.L.Surface:

Datum: - AHD

Method	Support	Water	Notes: Samples, Tests, etc	Depth(m)	Classification Symbol	Unified Soil Classification	Material Description Soil Type, Plasticity or Particle Characteristic, colour, secondary and minor component	Moisture Content	Consistency/Density Index	DCP Blow Counts	Structure and Additional Observations
Bucket	Nil	Dry		4.5 5.0 5.5		SP	Sand: fine to medium grained, light brown grey	D-M			
				6.0 6.5 7.0 7.5 8.0			End at 5.5m				

Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia
Tel: (02) 96798733 Fax: (02) 96798744

Test Pit No: 2

Job no: JC25487B

Date: 8/5/25

Logged by: AT

R.L.Surface:

Datum: - AHD

Method	Support	Water	Notes: Samples, Tests, etc	Depth(m)	Classification Symbol	Unified Soil Classification	Material Description Soil Type, Plasticity or Particle Characteristic, colour, secondary and minor component	Moisture Content	Consistency/Density Index	DCP Blow Counts	Structure and Additional Observations
Bucket	Nil	Dry			SP	Topsoil: Silty Sand: fine to medium grained brown	M			1	DCP 2
				0.5		Sand: fine to medium grained, brown	M	L		2	
										2	
										2	
										1	
										1	
										1	
						brown red				2	
				1.0						1	
										2	
										2	
										2	
								L		2	
				1.5						2	
										2	
										2	
										3	
										4	
										3	
				2.0						4	
										4	
								MD		5	
										5	
										5	
				2.5						6	
										5	
										6	
										7	
				3.0						9	
				3.5							
				4.0			brown grey	D-M			

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Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia
Tel: (02) 96798733 Fax: (02) 96798744

Test Pit No: 2

Job no: JC25487B

Date: 8/5/25

Logged by: AT

R.L.Surface:

Datum: - AHD

Method	Support	Water	Notes: Samples, Tests, etc	Depth(m)	Classification Symbol	Unified Soil Classification	Material Description Soil Type, Plasticity or Particle Characteristic, colour, secondary and minor component	Moisture Content	Consistency/Density Index	DCP Blow Counts	Structure and Additional Observations
Bucket	Nil	Dry		4.5 5.0 5.5		SP	Sand: fine to medium grained, brown grey				
				6.0 6.5 7.0 7.5 8.0			End at 5.5m				

Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia
Tel: (02) 96798733 Fax: (02) 96798744

Test Pit No: 3

Job no: JC25487B

Date: 8/5/25

Logged by: AT

R.L.Surface:

Datum: - AHD

Method	Support	Water	Notes: Samples, Tests, etc	Depth(m)	Classification Symbol	Unified Soil Classification	Material Description Soil Type, Plasticity or Particle Characteristic, colour, secondary and minor component	Moisture Content	Consistency/Density Index	DCP Blow Counts	Structure and Additional Observations
Bucket	Nil	Dry					Topsoil: Silty Sand: fine to medium grained, brown	M			
				0.5		SP	Sand: fine to medium grained, light brown	M			
				1.0			brown red				
				1.5							
				2.0							
				2.5							
				3.0							
				3.5			brown grey	D-M			
				4.0							

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Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia
Tel: (02) 96798733 Fax: (02) 96798744

Test Pit No: 3

Job no: JC25487B

Date: 8/5/25

Logged by: AT

R.L.Surface:

Datum: - AHD

Method	Support	Water	Notes: Samples, Tests, etc	Depth(m)	Classification Symbol	Unified Soil Classification	Material Description Soil Type, Plasticity or Particle Characteristic, colour, secondary and minor component	Moisture Content	Consistency/Density Index	DCP Blow Counts	Structure and Additional Observations
Bucket	Nil	Dry		4.5 5.0 5.5		SP	Sand: fine to medium grained, brown grey				
				6.0 6.5 7.0 7.5 8.0			End at 5.5m				

--

Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia
Tel: (02) 96798733 Fax: (02) 96798744

Test Pit No: 4

Job no: JC25487B

Date: 8/5/25

Logged by: AT

R.L.Surface:

Datum: - AHD

Method	Support	Water	Notes: Samples, Tests, etc	Depth(m)	Classification Symbol	Unified Soil Classification	Material Description Soil Type, Plasticity or Particle Characteristic, colour, secondary and minor component	Moisture Content	Consistency/Density Index	DCP Blow Counts	Structure and Additional Observations
Bucket	Nil	Dry					Topsoil: Silty Sand: fine to medium grained, brown	M		1	DCP 3
										2	
						SP	Sand: fine to medium grained, light brown	D		2	
										4	
				0.5					MD	4	
										5	
										5	
										6	
							brown red			9	
				1.0						7	
										8	
										10	
				1.5							
				2.0							
				2.5							
				3.0							
				3.5							
				4.0							

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Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia
Tel: (02) 96798733 Fax: (02) 96798744

Test Pit No: 4

Job no: JC25487B

Date: 8/5/25

Logged by: AT

R.L.Surface:

Datum: - AHD

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Test Pit Report

Test Pit No: 5

Client: Crownland Developments

Job no: JC25487B

Project: Proposed Residential Subdivision Development

Date: 8/5/25

Location: 215 Macarthur Road Spring Farm

Logged by: AT

Equipment: 14t Excavator

R.L.Surface:

Pit Dimensions: 0.5 x 2m

Datum: - AHD

Method	Support	Water	Notes: Samples, Tests, etc	Depth(m)	Classification Symbol	Unified Soil Classification	Material Description Soil Type, Plasticity or Particle Characteristic, colour, secondary and minor component	Moisture Content	Consistency/Density Index	DCP Blow Counts	Structure and Additional Observations
Bucket	Nil	Dry					Topsoil: Silty Sand: fine to medium grained, brown	M		1	DCP 4
										2	
						SP	Sand: fine to medium grained, light brown	M		3	
										4	
				0.5						3	
										2	
								L		2	
										2	
										2	
				1.0			brown red			1	
										2	
								L		2	
										3	
				1.5						3	
										3	
										4	
										3	
				2.0						4	
										4	
								MD		4	
										3	
				2.5						4	
										4	
										4	
										5	
										5	
				3.0						6	
										6	
										8	
										9	
										9	
				3.5							
				4.0			brown grey				

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Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia
Tel: (02) 96798733 Fax: (02) 96798744

Test Pit No: 5

Job no: JC25487B

Date: 8/5/25

Logged by: AT

R.L.Surface:

Datum: - AHD

Method	Support	Water	Notes: Samples, Tests, etc	Depth(m)	Classification Symbol	Unified Soil Classification	Material Description Soil Type, Plasticity or Particle Characteristic, colour, secondary and minor component	Moisture Content	Consistency/Density Index	DCP Blow Counts	Structure and Additional Observations
Bucket	Nil	Dry		4.5 5.0 5.5		SP	Sand: fine to medium grained, brown grey	M			
				6.0 6.5 7.0 7.5 8.0			End at 5.5m				

Test Pit No: 6

Job no: JC25487B

Date: 8/5/25

Logged by: AT

R.L.Surface:

Datum: - AHD

Method	Support	Water	Notes: Samples, Tests, etc	Depth(m)	Classification Symbol	Unified Soil Classification	Material Description Soil Type, Plasticity or Particle Characteristic, colour, secondary and minor component	Moisture Content	Consistency/Density Index	DCP Blow Counts	Structure and Additional Observations			
Bucket	Nil	Dry					Topsoil: Silty Sand: fine to medium grained, brown	M		1	DCP 5			
									1					
										3				
				0.5		SP	Sand: fine to medium grained, brown red	M	L -MD	5				
				4										
				3										
				2										
				2										
				2										
				3										
				3										
				4										
				4										
				4										
				3										
				3										
				4										
				4										
				3										
				2.0										
														3
														3
														4
									4					
				2.5					MD	4				
										4				
										4				
										4				
										5				
										5				
										5				
										5				
										7				
				3.0						8				
										8				
										10				
				3.5										
				4.0										

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Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia
Tel: (02) 96798733 Fax: (02) 96798744

Test Pit No: 6

Job no: JC25487B

Date: 8/5/25

Logged by: AT

R.L.Surface:

Datum: - AHD

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GeoEnviro Consultancy Pty Ltd

Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia

Tel: (02) 96798733 Fax: (02) 96798744

Test Pit Report

Test Pit No: 7

Client: Crownland Developments

Job no: JC25487B

Project: Proposed Residential Subdivision Development

Date: 8/5/25

Location: 215 Macarthur Road Spring Farm

Logged by: AT

Equipment: 14t Excavator

R.L.Surface:

Pit Dimensions: 0.5 x 2m

Datum: - AHD

Method	Support	Water	Notes: Samples, Tests, etc	Depth(m)	Classification Symbol	Unified Soil Classification	Material Description Soil Type, Plasticity or Particle Characteristic, colour, secondary and minor component	Moisture Content	Consistency/Density Index	DCP Blow Counts	Structure and Additional Observations
Bucket	Nil	Dry					Topsoil: Silty Sand: fine to medium grained, brown	M			
				0.5		SP	Sand: fine to medium grained, brown grey	M			
				1.0			brown red				
				1.5							
				2.0							
				2.5							
				3.0							
				3.5							
				4.0							

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Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia
Tel: (02) 96798733 Fax: (02) 96798744

Test Pit No: 7

Job no: JC25487B

Date: 8/5/25

Logged by: AT

R.L.Surface:

Datum: - AHD

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Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia
Tel: (02) 96798733 Fax: (02) 96798744

Test Pit No: 8

Job no: JC25487B

Date: 8/5/25

Logged by: AT

R.L.Surface:

Datum: - AHD

Method	Support	Water	Notes: Samples, Tests, etc	Depth(m)	Classification Symbol	Unified Soil Classification	Material Description Soil Type, Plasticity or Particle Characteristic, colour, secondary and minor component	Moisture Content	Consistency/Density Index	DCP Blow Counts	Structure and Additional Observations
Bucket	Nil	Dry					Topsoil: Silty Sand: fine to medium grained, brown	M		1	DCP 6
						1					
					SP	Sand: fine to medium grained, grey		D	L	1	
				2							
				2							
				1							
				2							
				3							
				4							
				8							
				MD -D					6		
									4		
									8		
									10		
									9		
									10		

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Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia
Tel: (02) 96798733 Fax: (02) 96798744

Test Pit No: 8

Job no: JC25487B

Date: 8/5/25

Logged by: AT

R.L.Surface:

Datum: - AHD

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Test Pit No: 9

Job no: JC25487B

Date: 8/5/25

Logged by: AT

R.L.Surface:

Datum: - AHD

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Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia
Tel: (02) 96798733 Fax: (02) 96798744

Test Pit No: 9

Job no: JC25487B

Date: 8/5/25

Logged by: AT

R.L.Surface:

Datum: - AHD

Method	Support	Water	Notes: Samples, Tests, etc	Depth(m)	Classification Symbol	Unified Soil Classification	Material Description Soil Type, Plasticity or Particle Characteristic, colour, secondary and minor component	Moisture Content	Consistency/Density Index	DCP Blow Counts	Structure and Additional Observations
Bucket	Nil	Dry		4.5 5.0 5.5		SP	Sand: fine to medium grained, brown red	D			
				6.0 6.5 7.0 7.5 8.0			End at 5.5m				

Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia
Tel: (02) 96798733 Fax: (02) 96798744

Test Pit No: 10

Job no: JC25487B

Date: 8/5/25

Logged by: AT

R.L.Surface:

Datum: - AHD

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Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia
Tel: (02) 96798733 Fax: (02) 96798744

Test Pit No: 10

Job no: JC25487B

Date: 8/5/25

Logged by: AT

R.L.Surface:

Datum: - AHD

Method	Support	Water	Notes: Samples, Tests, etc	Depth(m)	Classification Symbol	Unified Soil Classification	Material Description Soil Type, Plasticity or Particle Characteristic, colour, secondary and minor component	Moisture Content	Consistency/Density Index	DCP Blow Counts	Structure and Additional Observations
Bucket	Nil	Dry		4.5 5.0 5.5		SP	Sand: fine to medium grained, brown red	D			
				6.0 6.5 7.0 7.5 8.0			End at 5.5m				



GeoEnviro Consultancy Pty Ltd

Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia

Tel: (02) 9679 8733 Fax: (02) 9679 8744

Borehole Report

Borehole no: 1

Client: Crownland Developments

Job no: JC25487B

Project: Proposed Residential Subdivision Development

Date: 13-14/5/25

Location: 215 Macarthur Road Spring Farm

Logged by: AT

Drill Model and Mounting: GT10

Slope: 90°

R.L. Surface: -

Hole Diameter: 100mm

Bearing: Vertical

Datum: AHD

Method	Support	Water	Notes: Samples, Tests, etc	Depth(m)	Classification Symbol	Unified Soil Classification	Material Description Soil Type, Plasticity or Particle Characteristic, colour, secondary and minor component	Moisture Content	Consistency/Density Index	Hand Penetrometer kPa	Structure and Additional Observations
TC Bit	Nil	Dry				SP	Topsoil: Silty Sand: fine to medium grained, brown Silty Sand: fine to medium grained, brown red	M			
			2,2,3 N=5	1.0					L		
			3,3,4 N=7	2.0					MD		
			5,5,6 N=11	3.0							
			5,6,5 N=11	4.0			brown grey	D-M			
			5,8,13 N=21	5.0							
				6.0							
				7.0							
				8.0							

Continued on next page

Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia
Tel: (02) 9679 8733 Fax: (02) 9679 8744

Borehole no: 1

Job no: JC25487B

Date: 13-14/5/25

Logged by: AT

Slope: 90°

R.L. Surface: -

Bearing: Vertical

Datum: AHD

Method	TC Bit	Depth (m)	Classification Symbol	Unified Soil Classification	Material Description Soil Type, Plasticity or Particle Characteristic, colour, secondary and minor component	Moisture Content	Consistency/Density Index	Hand Penetrometer kPa	Structure and Additional Observations
Support	Nil								
Water	Dry								
Notes: Samples, Tests, etc									
		9.0		SP	Sand: fine to medium grained, brown grey	D	MD		
					End at 9.0m				



GeoEnviro Consultancy Pty Ltd

Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia
Tel: (02) 9679 8733 Fax: (02) 9679 8744

Borehole Report

Borehole no: 2

Client: Crownland Developments

Job no: JC25487B

Project: Proposed Residential Subdivision Development

Date: 13-14/5/25

Location: 215 Macarthur Road Spring Farm

Logged by: AT

Drill Model and Mounting: GT10

Slope: 90°

R.L. Surface: -

Hole Diameter: 100mm

Bearing: Vertical

Datum: AHD

Method	Support	Water	Notes: Samples, Tests, etc	Depth(m)	Classification Symbol	Unified Soil Classification	Material Description Soil Type, Plasticity or Particle Characteristic, colour, secondary and minor component	Moisture Content	Consistency/Density Index	Hand Penetrometer kPa	Structure and Additional Observations
TC Bit	Nil	Dry				SP	Topsoil: Silty Sand: fine to medium grained, brown Silty Sand: fine to medium grained, brown red	M			
			1,1,2 N=3	1.0					VL		
			2,3,3 N=6	2.0					L		
			5,5,5 N=10	3.0			brown grey	D-M			
			3,3,3 N=6	4.0					MD		
			3,5,5 N=10	5.0					L- MD		
				6.0							
				7.0					MD		
				8.0							

Continued on next page

Tel: (02) 9679 8733 Fax: (02) 9679 8744

Borehole no: 2

Job no: JC25487B

Date: 13-14/5/25

Logged by: AT

R.L. Surface: -

Datum: AHD

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GeoEnviro Consultancy Pty Ltd

Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia

Tel: (02) 9679 8733 Fax: (02) 9679 8744

Borehole Report

Borehole no: 3

Client: Crownland Developments

Job no: JC25487B

Project: Proposed Residential Subdivision Development

Date: 13-14/5/25

Location: 215 Macarthur Road Spring Farm

Logged by: AT

Drill Model and Mounting: GT10

Slope: 90°

R.L. Surface: -

Hole Diameter: 100mm

Bearing: Vertical

Datum: AHD

Method	Support	Water	Notes: Samples, Tests, etc	Depth(m)	Classification Symbol	Unified Soil Classification	Material Description Soil Type, Plasticity or Particle Characteristic, colour, secondary and minor component	Moisture Content	Consistency/Density Index	Hand Penetrometer kPa	Structure and Additional Observations
TC Bit	Nil	Dry					Topsoil: Silty Sand: fine to medium grained, brown	M			
						SP	Silty Sand: fine to medium grained, brown	D-M			
			1,2,2 N=4	1.0			brown red	D-M	L		
				2.0							
			3,5,5 N=10	3.0					MD		
				4.0							
			4,4,6 N=10	5.0			brown grey	D-M			
				6.0							
			3,4,5 N=9	7.0							
				8.0							
			5,7,8 N=15						MD		

Continued on next page



Borehole Report

Borehole no: 3

Client: Crownland Developments	Job no: JC25487B
Project: Proposed Residential Subdivision Development	Date: 13-14/5/25
Location: 215 Macarthur Road Spring Farm	Logged by: AT

Drill Model and Mounting: GT10	Slope: 90°	R.L. Surface: -
Hole Diameter: 100mm	Bearing: Vertical	Datum: AHD

Method	Support	Water	Notes: Samples, Tests, etc	Depth(m)	Classification Symbol	Unified Soil Classification	Material Description Soil Type, Plasticity or Particle Characteristic, colour, secondary and minor component	Moisture Content	Consistency/Density Index	Hand Penetrometer kPa	Structure and Additional Observations
TC Bit	Nil	Dry				SP	Sand: fine to medium grained, brown grey	D	MD		
				9.0			grey yellow with trace clay	D			
							End at 9.0m				
				10.0							
				11.0							
				12.0							
				13.0							
				14.0							
				15.0							
				16.0							



GeoEnviro Consultancy Pty Ltd

Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia
Tel: (02) 9679 8733 Fax: (02) 9679 8744

Borehole Report

Borehole no: 4

Client: Crownland Developments

Job no: JC25487B

Project: Proposed Residential Subdivision Development

Date: 13-14/5/25

Location: 215 Macarthur Road Spring Farm

Logged by: AT

Drill Model and Mounting: GT10

Slope: 90°

R.L. Surface: -

Hole Diameter: 100mm

Bearing: Vertical

Datum: AHD

Method	Support	Water	Notes: Samples, Tests, etc	Depth(m)	Classification Symbol	Unified Soil Classification	Material Description Soil Type, Plasticity or Particle Characteristic, colour, secondary and minor component	Moisture Content	Consistency/Density Index	Hand Penetrometer kPa	Structure and Additional Observations
TC Bit	Nil	Dry					Topsoil: Silty Sand: fine to medium grained, brown	M			
			1,1,1 N=2	1.0		SP	Silty Sand: fine to medium grained, brown red	D-M	VL		
			2,2,4 N=6	2.0					L		
			4,5,5 N=10	3.0							
			5,7,8 N=15	4.0			brown grey	D-M	MD		
				5.0							
				6.0				D			
				7.0							
				8.0							

Continued on next page

Tel: (02) 9679 8733 Fax: (02) 9679 8744

Borehole no: 4

Job no: JC25487B

Date: 13-14/5/25

Logged by: AT

R.L. Surface: -

Datum: AHD

Method	Support	Water	Notes: Samples, Tests, etc	Depth(m)	Classification Symbol	Unified Soil Classification	Material Description Soil Type, Plasticity or Particle Characteristic, colour, secondary and minor component	Moisture Content	Consistency/Density Index	Hand Penetrometer kPa	Structure and Additional Observations
TC Bit	Nil	Dry		9.0		SP	Sand: fine to medium grained, brown grey yellow grey	D D	MD		
				10.0			End at 9.0m				
				11.0							
				12.0							
				13.0							
				14.0							
				15.0							
				16.0							



GeoEnviro Consultancy Pty Ltd

Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia
Tel: (02) 9679 8733 Fax: (02) 9679 8744

Borehole Report

Borehole no: 5

Client: Crownland Developments

Job no: JC25487B

Project: Proposed Residential Subdivision Development

Date: 13-14/5/25

Location: 215 Macarthur Road Spring Farm

Logged by: AT

Drill Model and Mounting: GT10

Slope: 90°

R.L. Surface: -

Hole Diameter: 100mm

Bearing: Vertical

Datum: AHD

Method	Support	Water	Notes: Samples, Tests, etc	Depth(m)	Classification Symbol	Unified Soil Classification	Material Description Soil Type, Plasticity or Particle Characteristic, colour, secondary and minor component	Moisture Content	Consistency/Density Index	Hand Penetrometer kPa	Structure and Additional Observations
TC Bit	Nil	Dry					Topsoil: Silty Sand: fine to medium grained, brown	M			
						SP	Silty Sand: fine to medium grained, brown red	D			
			5,7,9 N=16	1.0					MD		
			7,7,9 N=16	2.0							
			6,7,7 N=14	3.0							
			8,8,9 N=17	4.0			brown grey	D			
				5.0							
				6.0							
				7.0							
				8.0							

Continued on next page

Unit 5, 39-41 Fourth Avenue, Blacktown NSW 2148, Australia
Tel: (02) 9679 8733 Fax: (02) 9679 8744

Borehole no: 5

Job no: JC25487B

Date: 13-14/5/25

Logged by: AT

Slope: 90°

R.L. Surface: -

Bearing: Vertical

Datum: AHD

Method	Support	Water	Notes: Samples, Tests, etc	Depth(m)	Classification Symbol	Unified Soil Classification	Material Description Soil Type, Plasticity or Particle Characteristic, colour, secondary and minor component	Moisture Content	Consistency/Density Index	Hand Penetrometer kPa	Structure and Additional Observations
TC Bit	Nil	Dry				SP	Sand: fine to medium grained, brown grey	D	MD		
				9.0			grey yellow				
				10.0			End at 9.0m				
				11.0							
				12.0							
				13.0							
				14.0							
				15.0							
				16.0							

Appendix B

Historical Photographs



1969



1972



1980



1994



2002



2005



2012



2019

Appendix C
Dynamic Cone Penetrometer Test Reports



Dynamic Cone Penetration Test Report

Sheet 6 of 7

Client / Address: Crownland Developments / Sydney						Job No: JC25487B			
Project: Proposed Residential Subdivision Development						Date: 45797			
Location: 215 Macarthur Road Spring Farm						Report No: R06A			
Test Procedure: AS 1289 1.1, 1.2.1, 6.3.2									
Test Data									
Test No: 1		Test No: 2		Test No: 3		Test No: 4			
Test Date: 8/05/2025		Test Date: 8/05/2025		Test Date: 8/05/2025		Test Date: 8/5/25			
Test Location: DCP 1 See Drawing No 1		Test Location: DCP 2 See Drawing No 1		Test Location: DCP 3 See Drawing No 1		Test Location: DCP 4 See Drawing No 1			
RL: -		RL: -		RL: -		RL: -			
Soil Description:		Soil Description:		Soil Description:		Soil Description:			
Depth (m)	Blows	Depth (m)	Blows	Depth (m)	Blows	Depth (m)	Blows	Depth (m)	Blows
0.0-0.1	6	0.0-0.1	1	0.0-0.1	1	0.0-0.1	1	3.0-3.1	8
0.1-0.2	3	0.1-0.2	2	0.1-0.2	2	0.1-0.2	2	3.1-3.2	9
0.2-0.3	5	0.2-0.3	2	0.2-0.3	2	0.2-0.3	3	3.2-3.3	9
0.3-0.4	5	0.3-0.4	2	0.3-0.4	4	0.3-0.4	4	3.3-3.4	Terminated
0.4-0.5	5	0.4-0.5	1	0.4-0.5	4	0.4-0.5	3	3.4-3.5	
0.5-0.6	3	0.5-0.6	1	0.5-0.6	5	0.5-0.6	2	3.5-3.6	
0.6-0.7	3	0.6-0.7	1	0.6-0.7	5	0.6-0.7	2	3.6-3.7	
0.7-0.8	3	0.7-0.8	2	0.7-0.8	6	0.7-0.8	2	3.7-3.8	
0.8-0.9	2	0.8-0.9	1	0.8-0.9	9	0.8-0.9	2	3.8-3.9	
0.9-1.0	2	0.9-1.0	2	0.9-1.0	7	0.9-1.0	1	3.9-4.0	
1.0-1.1	1	1.0-1.1	2	1.0-1.1	8	1.0-1.1	2	4.0-4.1	
1.1-1.2	2	1.1-1.2	2	1.1-1.2	10	1.1-1.2	2	4.1-4.2	
1.2-1.3	2	1.2-1.3	2	1.2-1.3	Terminated	1.2-1.3	3	4.2-4.3	
1.3-1.4	2	1.3-1.4	2	1.3-1.4		3	4.3-4.4		
1.4-1.5	2	1.4-1.5	2	1.4-1.5		3	4.4-4.5		
1.5-1.6	2	1.5-1.6	2	1.5-1.6		3	4.5-4.6		
1.6-1.7	2	1.6-1.7	3	1.6-1.7		4	4.6-4.7		
1.7-1.8	2	1.7-1.8	4	1.7-1.8		3	4.7-4.8		
1.8-1.9	1	1.8-1.9	3	1.8-1.9		4	4.8-4.9		
1.9-2.0	2	1.9-2.0	4	1.9-2.0		4	4.9-5.0		
2.0-2.1	3	2.0-2.1	4	2.0-2.1		4	5.0-5.1		
2.1-2.2	3	2.1-2.2	5	2.1-2.2		3	5.1-5.2		
2.2-2.3	4	2.2-2.3	5	2.2-2.3	4	5.2-5.3			
2.3-2.4	4	2.3-2.4	5	2.3-2.4	4	5.3-5.4			
2.4-2.5	4	2.4-2.5	6	2.4-2.5	4	5.4-5.5			
2.5-2.6	6	2.5-2.6	5	2.5-2.6	5	5.5-5.6			
2.6-2.7	7	2.6-2.7	6	2.6-2.7	5	5.6-5.7			
2.7-2.8	8	2.7-2.8	7	2.7-2.8	5	5.7-5.8			
2.8-2.9	Terminated	2.8-2.9	9	2.8-2.9	6	5.8-5.9			
2.9-3.0		2.9-3.0	Terminated	2.9-3.0	6	5.9-6.0			
Remarks:						Weight: 9kg Drop: 510mm Rod Diameter: 16mm			

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Form No. R009/Ver09/09/21



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Dynamic Cone Penetration Test Report

Sheet 7 of 7

Client / Address: Crownland Developments / Sydney				Job No: JC25487B			
Project: Proposed Residential Subdivision Development				Date: 45797			
Location: 215 Macarthur Road Spring Farm				Report No: R07A			
Test Procedure: AS 1289 1.1, 1.2.1, 6.3.2							
Test Data							
Test No: 5		Test No: 6		Test No: 7		Test No: 8	
Test Date: 8/5/25		Test Date: 8/05/2025		Test Date: 8/05/2025		Test Date: 8/05/2025	
Test Location: DCP 5 See Drawing No 1		Test Location: DCP 6 See Drawing No 1		Test Location: DCP 7 See Drawing No 1		Test Location: DCP 8 See Drawing No 1	
RL: -		RL: -		RL: -		RL: -	
Soil Description:		Soil Description:		Soil Description:		Soil Description:	
Depth (m)	Blows	Depth (m)	Blows	Depth (m)	Blows	Depth (m)	Blows
0.0-0.1	1	3.0-3.1	8	0.0-0.1	1	0.0-0.1	1
0.1-0.2	1	3.1-3.2	10	0.1-0.2	1	0.1-0.2	3
0.2-0.3	3	3.2-3.3	Terminated	0.2-0.3	1	0.2-0.3	3
0.3-0.4	5	3.3-3.4		0.3-0.4	2	0.3-0.4	4
0.4-0.5	4	3.4-3.5		0.4-0.5	2	0.4-0.5	5
0.5-0.6	3	3.5-3.6		0.5-0.6	1	0.5-0.6	5
0.6-0.7	2	3.6-3.7		0.6-0.7	2	0.6-0.7	5
0.7-0.8	2	3.7-3.8		0.7-0.8	3	0.7-0.8	6
0.8-0.9	2	3.8-3.9		0.8-0.9	4	0.8-0.9	7
0.9-1.0	3	3.9-4.0		0.9-1.0	8	0.9-1.0	8
1.0-1.1	3	4.0-4.1		1.0-1.1	6	1.0-1.1	9
1.1-1.2	4	4.1-4.2		1.1-1.2	4	1.1-1.2	9
1.2-1.3	4	4.2-4.3		1.2-1.3	8	1.2-1.3	10
1.3-1.4	4	4.3-4.4		1.3-1.4	10	1.3-1.4	11
1.4-1.5	3	4.4-4.5		1.4-1.5	9	1.4-1.5	9
1.5-1.6	3	4.5-4.6		1.5-1.6	10	1.5-1.6	9
1.6-1.7	3	4.6-4.7		1.6-1.7	Terminated	1.6-1.7	Terminated
1.7-1.8	4	4.7-4.8		1.7-1.8		1.7-1.8	
1.8-1.9	4	4.8-4.9		1.8-1.9		1.8-1.9	
1.9-2.0	3	4.9-5.0		1.9-2.0		1.9-2.0	
2.0-2.1	3	5.0-5.1		2.0-2.1		2.0-2.1	
2.1-2.2	4	5.1-5.2		2.1-2.2		2.1-2.2	
2.2-2.3	4	5.2-5.3		2.2-2.3		2.2-2.3	
2.3-2.4	4	5.3-5.4		2.3-2.4		2.3-2.4	
2.4-2.5	5	5.4-5.5		2.4-2.5		2.4-2.5	
2.5-2.6	5	5.5-5.6		2.5-2.6		2.5-2.6	
2.6-2.7	5	5.6-5.7		2.6-2.7		2.6-2.7	
2.7-2.8	5	5.7-5.8		2.7-2.8		2.7-2.8	
2.8-2.9	7	5.8-5.9		2.8-2.9		2.8-2.9	
2.9-3.0	8	5.9-6.0		2.9-3.0		2.9-3.0	
Remarks:						Weight: 9kg	
						Drop: 510mm	
						Rod Diameter: 16mm	

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Appendix D

A Brief Explanation on Site Classification



GeoEnviro Consultancy Pty Ltd

A BRIEF EXPLANATION OF SITE CLASSIFICATION

1. Introduction

The intention of the Australian Standard 2870-2011, "Residential Slabs and Footings" is to provide guidance on footing design for residential buildings with a particular emphasis on reactive clay sites. Footing design and construction involves the following steps:

- site classification
- selection of an appropriate footing system
- structural design
- construction in accordance with the required design details and construction methods
- proper site maintenance after construction

The classification assessed in this report is the first step in providing an economical footing system for a residence which will limit cracking of footings, floor slabs and masonry walls to an extent normally considered acceptable. (Performance expectations are explained in AS 2870- 2011). It is necessary that each subsequent step be diligently observed to achieve acceptable performance.

It is imperative when applying the site classifications presented in this report to residential footing design, that these performance expectations are acceptable to the home owner.

2. What is a Reactive Soil?

A reactive soil undergoes appreciable volume change when its moisture content changes. This causes ground surface movements which can result in footing movements. The extent of ground movement that can occur depends on the clay mineralogy, the depth of clay in the soil profile, the depth of potential moisture variation in the soil and the change in soil suction that occurs from dry to wet soil conditions. AS2870 provides a classification system to quantify the range of ground surface movements anticipated (defined as having less than 5% chance of being exceeded in the design life of the structure).

3. How are Sites Classified in the Sydney Region

Experiment and observation within the Sydney Region indicates a high variability in the potential for reactive movements, which is not clearly related to soil association, terrain location or visual appearance and may not be accurately predicted by simple soil tests. Intense, complex and expensive testing is required at a site to accurately predict its potential for reactive behaviour. To avoid this, a simplified classification procedure for the Sydney region has been devised which is based on the depth of clay in the soil profile. This procedure is detailed in AS2870 – 2011.

4. What is a Class P Site?

Footing design may need to consider other factors beside reactive soils. Such factors include the presence of filling, the presence of compressible or collapsible soils, or the need to consider slope stability aspects. When these or other factors need to be considered the site may be classified P. The footing "solution" for Class P sites requires special engineering consideration. On many sites the "solution may the straight forward and may not necessarily incur major cost increases.



5. Filled Sites

The most common "problem" associated with residential lots is the presence of fill, compacted or otherwise, overlying the natural soils. If the fill is uncompacted, or if there are no records of adequate compaction, a piered footing system is usually adopted which penetrates the fill and found on natural ground.

AS2870 - 2011 indicates that a compacted fill site may be given a less severe classification than P if assessed in accordance with engineering principles. Subdivision developments often include areas of compacted filling which will usually have been required to have been compacted to the relevant Council Specifications. Adequately compacted filling will usually provide sufficient bearing capacity for residential footing loads, but the clay in the fill will also experience reactive soil movements. Depending on the moisture content at which the fill is placed and the compaction which has been achieved, reactive soil movements may exceed those experienced by the natural soil from which the fill has been derived. As a result, classification of compacted fill sites sometimes needs to be conservative.

6. Site Classifications should be Project Specific

Many Councils require that all lots within a new subdivision be classified prior to subdivision approval. This practice precludes a consideration of the impact of site preparation works on the classification. Sites which are not level are often cut and filled to provide a level platform for floor slab construction. AS2870 specifies that the classification shall be reconsidered if:

- (a) the depth of cut exceeds 500mm, or
- (b) the depth of compacted fill exceeds 400mm for clay (or 800mm for sand).

Where the classification provided in this report is carried out prior to the site development details being known it is a condition of this report that plans for future development of the block be reviewed by a geotechnical engineer to assess the impact of proposed site works and also the impact of work which may have occurred on adjacent sites since the date of this classification. Altering the site classification may be required in some cases.

7. Site Maintenance

The classifications presented in this report have been assessed for moisture variations caused by climatic and "normal" garden conditions. More severe moisture variation can be caused by other common factors, such as removing or planting trees, leaking plumbing, irrigation systems etc. Guidelines to appropriate site maintenance are provided in CSIRO 10-91 "A Guide to Home Owners on Foundation Maintenance and Footing Performance". Most Damage to residences on reactive sites is due to poor site maintenance. Footings designed to AS2870 may not perform satisfactorily if sites are not properly maintained.

Appendix E

Explanatory Notes



GeoEnviro Consultancy Pty Ltd

EXPLANATORY NOTES

Introduction

These notes have been provided to amplify the geotechnical report with regard to investigation procedures, classification methods and certain matters relating to the Discussion and Comments sections. Not all notes are necessarily relevant to all reports.

Geotechnical reports are based on information gained from finite sub-surface probing, excavation, boring, sampling or other means of investigation, supplemented by experience and knowledge of local geology. For this reason they must be regarded as interpretative rather than factual documents, limited to some extent by the scope of information on which they rely.

Description and Classification Methods

The methods the description and classification of soils and rocks used in this report are based on Australian standard 1726, the SSA Site investigation Code, in general descriptions cover the following properties - strength or density, colour, structure, soil or rock type and inclusions. Identification and classification of soil and rock involves to a large extent, judgement within the acceptable level commonly adopted by current geotechnical practices.

Soil types are described according to the predominating particle size, qualified by the grading or other particles present (eg sandy clay) on the following bases:

Soil Classification	Particle Size
Clay	Less than 0.002mm
Silt	0.002 to 0.6mm
Sand	0.6 to 2.00mm
Gravel	2.00mm to 60.00mm

Soil Classification	Particle size
Clay	less than 0.002mm
Silt	0.002 to 0.06mm
Sand	0.06 to 2.00mm
Gravel	2.00mm to 60.00mm

Cohesive soils are classified on the basis of strength, either by laboratory testing or engineering examination. The strength terms are defined as follows:

Classification	Undrained Shear Strength kPa
Very Soft	Less than 12
Soft	12 - 25
Firm	25 - 50
Stiff	50 - 100
Very Stiff	100 - 200
Hard	Greater than 200

Non-cohesive soils are classified on the basis of relative density, generally from the results of standard penetration tests (SPT) or Dutch cone penetrometer test (CPT), as below:

Relative Dense	SPT 'N' Value (blows/300mm)	CPT Cone Value (q_c -Mpa)
Very Loose	Less than 5	Less than 2
Loose	5 - 10	2 - 5
Medium Dense	10 - 30	5 - 15
Dense	30 - 50	15 - 25
Very Dense	> 50	> 25

Rock types are classified by their geological names, together with descriptive terms on degrees of weathering strength, defects and other minor components. Where relevant, further information

regarding rock classification, is given on the following sheet.

Sampling

Sampling is carried out during drilling to allow engineering examination (and laboratory testing where required) of the soil or rock.

Disturbed samples taken during drilling provided information on plasticity, grained size, colour, type, moisture content, inclusions and depending upon the degree of disturbance, some information on strength and structure.

Undisturbed samples are taken by pushing a thin walled sample tube (normally known as U_{50}) into the soil and withdrawing a sample of the soil in a relatively undisturbed state. Such Samples yield information on structure and strength and are necessary for laboratory determination of shear strength and compressibility. Undisturbed sampling is generally effective only in cohesive soils. Details of the type and method of sampling are given in the report.

Field Investigation Methods

The following is a brief summary of investigation methods currently carried out by this company and comments on their use and application.

Hand Auger Drilling

The borehole is advanced by manually operated equipment. The diameter of the borehole ranges from 50mm to 100mm. Penetration depth of hand augered boreholes may be limited by premature refusal on a variety of materials, such as hard clay, gravels or ironstone.

Test Pits

These are excavated with a tractor-mounted backhoe or a tracked excavator, allowing close examination of the insitu soils if it is safe to descend into the pit. The depth of penetration is limited to about 3.0m for a backhoe and up to 6.0m for an excavator. A potential disadvantage is the disturbance caused by the excavation.

Care must be taken if construction is to be carried out near, or within the test pit locations, to either adequately recompact the backfill during construction, or to design the structure or accommodate the poorly compacted backfill.

Large Diameter Auger (eg Pengo)

The hole is advanced by a rotating plate or short spiral auger generally 300mm or larger in diameter. The cuttings are returned to the surface at intervals (generally of not more than 05m) and are disturbed, but usually unchanged in moisture content. Identification of soil strata is generally much more reliable than with continuous spiral flight augers and is usually supplemented by occasional undisturbed tube sampling.

Continuous Spiral Flight Augers

The hole is advanced by using 90mm - 115mm diameter continuous spiral flight augers, which are withdrawn at intervals to allow sampling or insitu testing. This is a relatively economical means of drilling in clays and in sands above the water table. Samples are returned to the surface, or may be collected after withdrawal of the augers flights, but they are very disturbed and may be highly mixed with soil of other stratum.

Information from the drilling (as distinct from specific sampling by SPT or undisturbed samples) is of relatively low reliability due to remoulding, mixing or softening of samples by ground water, resulting in uncertainties of the original sample depth.



Continuous Spiral Flight Augers (continued)

The spiral augers are usually advanced by using a V - bit through the soil profile refusal, followed by Tungsten Carbide (TC) bit, to penetrate into bedrock. The quality and continuity of the bedrock may be assessed by examination of the recovered rock fragments and through observation of the drilling penetration resistance.

Non - core Rotary Drilling (Wash Boring)

The hole is advanced by a rotary bit, with water being pumped down the drill rod and returned up the annulus, carrying the cuttings, together with some information from the "feel" and rate of penetration.

Rotary Mud Stabilised Drilling

This is similar to rotary drilling, but uses drilling mud as a circulating fluid, which may consist of a range of products, from bentonite to polymers such as Revert or Biogel. The mud tends to mask the cuttings and reliable identification is again only possible from separate intact sampling (eg SPT and U_{50} samples).

Continuous Core Drilling

A continuous core sample is obtained using a diamond tipped core barrel. Providing full core recovery is achieved (which is not always possible in very weak rock and granular soils) this technique provides a very reliable (but relatively expensive) method of investigation. In rocks an NMLC triple tube core barrel which gives a core of about 50mm diameter, is usually used with water flush.

Portable Proline Drilling

This is manually operated equipment and is only used in sites which require bedrock core sampling and there is restricted site access to truck mounted drill rigs. The boreholes are usually advanced initially using a tricone roller bit and water circulation to penetrate the upper soil profile. In some instances a hand auger may be used to penetrate the soil profile. Subsequent drilling into bedrock involves the use of NMLC triple tube equipment, using water as a lubricant.

Standard Penetration Tests

Standard penetration tests are used mainly in non-cohesive soils, but occasionally also in cohesive soils, as a means of determining density or strength and of obtaining a relatively undisturbed sample. The test procedure is described in Australian Standard 1289 "Methods of testing Soils for Engineering Purpose"- Test F31.

The test is carried out in a borehole by driving a 50mm diameter split sample tube under the impact of a 63Kg hammer with a free fall of 769mm. It is normal for the tube to be driven in three successive 150mm increments and the "N" value is taken as the number of blows for the last 300mm. In dense sands, very hard clays or weak rocks, the full 450mm penetration may not be practicable and the test is discontinued.

The test results are reported in the following form:

- In a case where full penetration is obtained with successive blows counts for each 150mm of, say 4, 6, and 7 blows.

$$\begin{array}{l} \text{as 4, 6, 7} \\ N = 13 \end{array}$$

- In a case where the test is discontinued short of full penetration, say after 15 blows for the first 150mm and 30 blows for the next 40mm.

$$\text{as 15,30/40mm}$$

The results of the tests can be related empirically to the engineering properties of the soil. Occasionally the test

methods is used to obtain samples in 50mm diameter thin walled samples tubes in clays. In these circumstances, the best results are shown on the bore logs in brackets.

Dynamic Cone Penetration Test

A modification to the SPT test is where the same driving system is used with a solid 60° tipped steel cone of the same diameter as the SPT hollow sampler. The cone can be continuously driven into the borehole and is normally used in areas with thick layers of soft clays or loose sand. The results of this test are shown as ' N_c ' on the bore logs, together with the number of blows per 150mm penetration.

Cone Penetrometer Testing and Interpretation

Cone penetrometer testing (sometimes referred to as Dutch Cone-CPT) described in this report, has been carried out using an electrical friction cone penetrometer and the test is described in Australian Standard 1289 test F5.1.

In the test, a 35mm diameter rod with cone tipped end is pushed continuously into the soil, the reaction being provided by a specially designed truck or rig, which is fitted with a hydraulic ram system. Measurements are made of the end bearing resistance on the cone and the friction resistance on a separate 130mm long sleeve, immediately behind the cone. Transducer in the tip of the assembly are connected by electrical wires passing through the centre of the push rods to an amplifier and recorder unit mounted on the control truck.

As penetration occurs (at a rate of approximately 20mm per second) the information is output on continuous chart recorders. The plotted results in this report have been traced from the original records. The information provided on the charts comprises:

- Cone resistance - the actual end bearing force divided by the cross sectional area of the cone, expressed in Mpa.
- Sleeve friction - the frictional force on the sleeve divided by the surface area, expressed in kPa.
- Friction ratio - the ratio of sleeve friction to cone resistance, expressed in percentage.

There are two scales available for measurement of cone resistance. The lower "A" scale (0-5Mpa) is used in very soft soils where increased sensitivity is required and is shown in the graphs as a dotted line. The main "B" scale (0-50Mpa) is less sensitive and is shown as a full line.

The ratios of the sleeve resistance to cone resistance will vary with the type of soil encountered, with higher relative frictions in clays than in sands. Friction ratios of 1% to 2% are commonly encountered in sands and very soft clays, rising to 4% to 10% in stiff clays.

In sands, the relationship between cone resistance and SPT value is commonly in the range:

$$q_c \text{ (Mpa)} = (0.4 \text{ to } 0.6) N \text{ (blows per 300mm)}$$

In clays the relationship between undrained shear strength and cone resistance is commonly in the range:

$$q_c = (12 \text{ to } 18) C_u$$

Interpretation of CPT values can also be made to allow estimate of modulus or compressibility values to allow calculation of foundation settlements. Inferred stratification, as shown on the attached report, is assessed from the cone and friction traces, from experience and information from nearby boreholes etc.



Cone Penetrometer Testing and Interpretation continued

This information is presented for general guidance, but must be regarded as being to some extent interpretive. The test method provides a continuous profile of engineering properties and where precise information or soil classification is required, direct drilling and sampling may be preferable.

Portable Dynamic Cone Penetrometer (AS1289)

Portable dynamic cone penetrometer tests are carried out by driving a rod in to the ground with a falling weight hammer and measuring the blows per successive 100mm increments of penetration.

There are two similar tests, Cone Penetrometer (commonly known as Scala Penetrometer) and the Perth Sand Penetrometer. Scala Penetrometer is commonly adopted by this company and consists of a 16mm rod with a 20mm diameter cone end, driven with a 9kg hammer, dropping 510mm (AS 1289 Test F3.2).

Laboratory Testing

Laboratory testing is carried out in accordance with Australian Standard 1289 "Methods of Testing Soil for Engineering Purposes". Details of the test procedures are given on the individual report forms.

Engineering Logs

The engineering logs presented herein are an engineering and/or geological interpretation of the sub-surface conditions and their reliability will depend to some extent on frequency of sampling and the method of drilling. Ideally, continuous undisturbed sampling or core drilling will provide the most reliable assessment, however, this is not always practicable or possible to justify economically. As it is, the boreholes represent only a small sample of the total sub-surface profile. Interpretation of the information and its application to design and construction should take into account the spacing of boreholes, frequency of sampling and the possibility of other than "straight line" variations between the boreholes.

Ground water

Where ground water levels are measured in boreholes, there are several potential problems:

- In low permeability soils, ground water although present, may enter the hole slowly, or perhaps not at all, during the investigation period.
- A localised perched water table may lead to a erroneous indication of the true water table.
- Water table levels will vary from time to time, due to the seasons or recent weather changes. They may not be the same at the time of construction as indicated in the report.
- The use of water or mud as a drilling fluid will mask any ground water inflow. Water has to be blown out of the hole and drilling mud must be washed out of the hole if any water observations are to be made.

More reliable measurements can be made by installing stand pipes, which are read at intervals over several days, or weeks for low permeability soils. Piezometers sealed in a particular stratum may be interference from a perched water table or surface water.

Engineering Reports

Engineering reports are prepared by qualified personnel and are based on the information obtained and on current engineering standards of interpretation and analysis. Where the report has been prepared for a specific design proposal is changed, say to a twenty storey building. If this occurs, the company will be pleased to review the report and sufficiency of the investigation work.

Every care is taken with the report as it relates to interpretation of sub-surface conditions, discussions of geotechnical aspects and recommendations or suggestions for design and construction. However, the company cannot always anticipate or assume responsibility for:

- Unexpected variations in ground conditions. The potential for this will depend partly on bore spacing and sampling frequency.
- Changes in policy or interpretation of policy by statutory authorities.
- The actions of contractors responding to commercial pressures.

If these occur, the company will be pleased to assist with investigation or advice to resolve the matter.

Site Anomalies

In the event that conditions encountered on site during construction appear to vary from those which were expected from the information contained in the report, the company request immediate notification. Most problems are much more readily resolved when conditions are exposed than at some later stage, well after the event.

Reproduction of Information for Contractual Purposes

Attention is drawn to the document "Guidelines for the Provision of Geotechnical Information trader Documents", published by the Institute of Engineers Australia. Where information obtained for this investigation is provided for tender purposes, it is recommended that all information, including the written report and discussion, be made available. In circumstances where the discussion or comments section is not relevant to the contractual situation, it may be appropriate to prepare a specially edited document. The Company would be pleased to assist in this regard and/or make additional copies of the report available for contract purpose, at a nominal charge.

Site Inspection

The Company will always be pleased to provide engineering inspection services for geotechnical aspect of work to which this report is related. This could range from a site visit to confirm that the conditions exposed are as expected, to full time engineering presence on site

Review of Design

Where major civil or structural developments are proposed, or where only a limited investigation has been completed, or where the geotechnical conditions are complex, it is prudent to have the design reviewed by a Senior Geotechnical Engineer.



GeoEnviro Consultancy Pty Ltd

Graphic Symbols For Soil and Rock

SOIL	ROCK
 Fill	 Shale
 Topsoil	 Sandstone
 Gravel (GW , GP)	 Siltstone, Mudstone, Claystone
 Sand (SP, SW)	 Granite, Gabbro
 Silt (ML, MH)	 Dolerite, Diorite
 Clay (CL, CH)	 Basalt, Andesite
 Clayey Gravel (GC)	
 Silty Sand (SM)	Other Materials
 Clayey Sand (SC)	 Concrete
 Sandy Silt (ML)	 Bitumen, Asphaltic Concrete, Coal
 Gravelly Clay (CL, CH)	 Ironstone Gravel
 Silty Clay (CL, CH)	 Organic Material
 Sandy Clay (CL, CH)	
 Peat or Organic Soil	