

# southlands

e s t a t e a g e n t s

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## CONTRACT FOR SALE

222 York Road,  
South Penrith



## Contract for the sale and purchase of land 2019 edition

|                |                                                                         |                                                  |
|----------------|-------------------------------------------------------------------------|--------------------------------------------------|
| <b>TERM</b>    | <b>MEANING OF TERM</b>                                                  | <b>NSW DAN:</b>                                  |
| vendor's agent | Southlands Estate Agents<br>9/2 Birmingham Road, South Penrith NSW 2750 | Tel: 024741 1111<br>E: admin@southlandsea.com.au |

co-agent  
 vendor

vendor's solicitor CBC Conveyancing Suite 55/ 48 George Street Parramatta NSW 2150  
 Tel: 02-80730750 E: info@cbc-conveyancing.com.au

date for completion 42nd day after the contract date (clause 15)  
 land (address, plan details and title reference) 222 YORK ROAD, SOUTH PENRITH NSW 2747  
 Lot 316 Deposited Plan 250516 Folio ID 316/250516

improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies  
☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space  
☐ none ☐ other:  
 attached copies documents in the List of Documents as marked or numbered:  
 other documents:

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

|            |                                             |                                                           |                                                    |                                         |
|------------|---------------------------------------------|-----------------------------------------------------------|----------------------------------------------------|-----------------------------------------|
| inclusions | <input type="checkbox"/> blinds             | <input type="checkbox"/> dishwasher                       | <input checked="" type="checkbox"/> light fittings | <input type="checkbox"/> stove          |
|            | <input type="checkbox"/> built-in wardrobes | <input checked="" type="checkbox"/> fixed floor coverings | <input type="checkbox"/> range hood                | <input type="checkbox"/> pool equipment |
|            | <input type="checkbox"/> clothes line       | <input type="checkbox"/> insect screens                   | <input type="checkbox"/> solar panels              | <input type="checkbox"/> TV antenna     |
|            | <input type="checkbox"/> curtains           | <input type="checkbox"/> other:                           |                                                    |                                         |

exclusions  
 purchaser

purchaser's solicitor

price \$  
 deposit \$ (10% of the price, unless otherwise stated)  
 balance \$

contract date (if not stated, the date this contract was made)

buyer's agent

vendor

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

witness

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

## Choices

Vendor agrees to accept a **deposit-bond** (clause 3) ☐ NO ☐ yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30): \_\_\_\_\_

**Electronic transaction** (clause 30)

☐ no ☒ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

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

Land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make a **GSTRW payment**  
(GST residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

## General

- ☒ 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 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

## Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

## Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

## Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 disclosure statement - off the plan contract
- ☐ 58 other document relevant to off the plan contract

## Other

- ☐ 59

**HOLDER OF STRATA OR COMMUNITY TITLE 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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
  - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
  - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

**WARNINGS**

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

|                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>APA Group</b><br><b>Australian Taxation Office</b><br><b>Council</b><br><b>County Council</b><br><b>Department of Planning, Industry and Environment</b><br><b>Department of Primary Industries</b><br><b>Electricity and gas</b><br><b>Land &amp; Housing Corporation</b><br><b>Local Land Services</b> | <b>NSW Department of Education</b><br><b>NSW Fair Trading</b><br><b>Owner of adjoining land</b><br><b>Privacy</b><br><b>Public Works Advisory</b><br><b>Subsidence Advisory NSW</b><br><b>Telecommunications</b><br><b>Transport for NSW</b><br><b>Water, sewerage or drainage authority</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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)

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>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>deposit bond</i>          | a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;                                                                                                                                                                                          |
| <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>document of title</i>     | document relevant to the title or the passing of title;                                                                                                                                                                                                                                                 |
| <i>FRCGW percentage</i>      | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);                                                                                                                                                                                                 |
| <i>FRCGW remittance</i>      | a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;                                                |
| <i>GST Act</i>               | A New Tax System (Goods and Services Tax) Act 1999;                                                                                                                                                                                                                                                     |
| <i>GST rate</i>              | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);                                                                                                                                                                            |
| <i>GSTRW payment</i>         | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );                                                                                                                                                              |
| <i>GSTRW rate</i>            | the rate determined under s14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);                                                                                                               |
| <i>legislation</i>           | an Act or a by-law, ordinance, regulation or rule made under an Act;                                                                                                                                                                                                                                    |
| <i>normally</i>              | subject to any other provision of this contract;                                                                                                                                                                                                                                                        |
| <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>requisition</i>           | an objection, question or requisition (but the term does not include a claim);                                                                                                                                                                                                                          |
| <i>rescind</i>               | rescind this contract from the beginning;                                                                                                                                                                                                                                                               |
| <i>serve</i>                 | serve in writing on the other <i>party</i> ;                                                                                                                                                                                                                                                            |
| <i>settlement cheque</i>     | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>               |
| <i>solicitor</i>             | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;                                                                                                                                                 |
| <i>TA Act</i>                | Taxation Administration Act 1953;                                                                                                                                                                                                                                                                       |
| <i>terminate</i>             | terminate this contract for breach;                                                                                                                                                                                                                                                                     |
| <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). |

## 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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must serve at least 14 days before the date for completion –
  - 4.1.1 the form of transfer; and
  - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

### 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 –

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 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.
- 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.
- 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 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.
- 14.6 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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
    - 16.2 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.
    - 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
    - 16.4 The legal title to the *property* does not pass before completion.
    - 16.5 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.
    - 16.6 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**
    - 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
      - 16.7.1 the price less any:
        - deposit paid;
        - *FRCGW remittance* payable;
        - *GSTRW payment*; and
        - amount payable by the vendor to the purchaser under this contract; and
      - 16.7.2 any other amount payable by the purchaser under this contract.
    - 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
    - 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *deposit holder* to account to the vendor for the deposit.
    - 16.10 On completion the deposit belongs to the vendor.
  - **Place for completion**
    - 16.11 *Normally*, the *parties* must complete at the completion address, which is –
      - 16.11.1 if a special completion address is stated in this contract – that address; or
      - 16.11.2 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
      - 16.11.3 in any other case – the vendor's *solicitor's* address stated in this contract.
    - 16.12 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.
    - 16.13 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.
- 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 the 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 4.3);
- 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; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 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 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 - 3) 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.
- ## 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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 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 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an allotment notice) addressed to the tenant;
  - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.
- ## 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 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the parties must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the parties otherwise agree;
- 30.4.4 a party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one party to another party in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that party at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the party required to serve it.
- 30.5 Normally, the vendor must within 7 days of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with title data, the date for completion and, if applicable, mortgagee details; and
- 30.5.3 invite the purchaser and any discharging mortgagee to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with title data;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any incoming mortgagee to join the *Electronic Workspace*.
- 30.7 Normally, within 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any incoming mortgagee to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must within 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with mortgagee details, if applicable; and
- 30.8.3 invite any discharging mortgagee to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 business days before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 business day before the date for completion; and
- 30.9.3 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.
- 30.10 Before completion, the parties must ensure that –
- 30.10.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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.

- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |                                                                                                                                                                                                                                                                                         |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;                                                                                                                                                                                                                     |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;                                                                                                                  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;                                                                                                                                                                                     |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;                                                                                                                                                                                                                                |
| <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>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);                                                                                                                                                                                                                                         |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;                                                                                                    |
| <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 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'</i> <i>Conveyancing Transaction</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>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;                                                                                                                                                                                |
| <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>mortgagee details</i>        | the details which a party to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;                                                                                                                             |
| <i>participation rules</i>      | the participation rules as determined by the <i>ECNL</i> ;                                                                                                                                                                                                                              |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and                                                                                                                                                                                                                        |
| <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> .                                                                                                                                                         |

### 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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

222 York Road SOUTH PENRITH NSW 2750

**The following special conditions forming part of the Contract for the sale and purchase of land 2019 Edition**

**1. Purchaser acknowledgments**

The Purchaser acknowledges the following:

- 1.1 Purchaser enters into the contract entirely as a result of its own enquiries & Purchaser warrants that the Vendor has not nor has anyone on Vendor's behalf made any representation other than as set out in this Contract.
- 1.2 The Purchaser does not rely on any representation letter, document, correspondence, whether orally or in writing, or amended terms, conditions, if not agreed by vendor and inserted into the Contract.
- 1.3 The Purchaser is buying the property in its present condition and repair;
- 1.4 The Purchaser is buying the property subject to any defects, latent or / and patent; The purchaser agrees not to seek, terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause. This clause shall not merge on completion.

**2. Notice to complete**

- 2.1 In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete with 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.
- 2.2 Should the Vendor become entitled to and serve a Notice to Complete hereunder the Purchaser must pay to the Vendor on settlement the amount of \$300.00 plus GST to cover the legal costs and other expenses incurred by the Vendor as consequence of the delay. The Purchaser shall not be entitled to require the Vendor to settle this purchase unless such legal costs and interest stated in (2.3) are paid on settlement and it is an essential term of this contract that such legal costs and the interest be so paid.
- 2.3 If for any reason which is not solely attributable to the Vendor, the balance of the purchase moneys not paid by the Purchaser to the Vendor by the date specified in this Contract for completion (the Date) the Purchaser then:
  - (a) Shall on completion pay by way liquidated damages a sum equal to the rate of ten (10)% per annum on the balance from the Date until actual completion or termination.
  - (b) The payment shall be without prejudice to the Vendor's rights and remedies arising from the Purchaser's default under this Contract.
  - (c) The damages shall form part of the balance of the purchase money and shall be payable on completion or termination. The Vendor shall be under no obligation to complete this Contract until such damages are fully paid.
  - (d) The payment of such damages is an essential term of this contract.

### **3. Death or incapacity**

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one anyone of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

### **4. Agent**

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

### **5. Section 10.7 Certificate / Sewerage Diagram and Sewer Location Print**

The Vendor specially discloses and the purchaser confirm that that the Section 10.7 Certificate and Sewer Diagram, the Sewer Location Print or and any other document issued from issuing authorities annexed to the contract are complete documents from the issuing authorities. The Purchaser acknowledges of having inspected the documents annexed to the Contract and the Purchaser covenant with vendor that the purchaser shall not make any objection or any requisition or make any claim for any compensation nor will the Purchaser be entitled to rescind or terminate this Contract in respect of the following:

- 5.1** Any disclosed documents;
- 5.2** Any relevant information missed in the documents attached and
- 5.3** Whether or not the property is built over a sewer main, connection or service point and if so whether or not construction occurred with or without the consent of Sydney Water Authority or any other relevant authority.

### **6. Deposit by instalments**

- 6.1** Notwithstanding any other provisions of this contract, if, only if vendor agrees in writing:
  - (i) The deposit actually paid by the Purchaser is less than ten 10% of the purchase price, and
  - (ii) The Vendor becomes entitled to forfeit the deposit actually paid,

the Purchaser will immediately upon demand pay to the Vendor the difference between ten (10%) of the purchase price and the amount actually paid.

- (iii) The provisions of this Special Conditions of this Contract are in addition and not substitution for rights of the Vendor under Clause 9 of this Contract.

**7. The printed clauses of the Contract for the sale of land 2018 edition are amended as follows:**

- a. Clause 7.1.1 Words "5%" is deleted and replaced with the words "1%";
- b. Clause 7.2.1 by substituting "1 %" in place of "10%";
- c. Clause 14.4.2 is deleted;
- d. Clause 16.5 the words "plus another 20% of that fee" is deleted;

**8. Residential Tenancy Agreement and Commercial/ Retail Lease**

- 8.1 If the property is sold subject to existing tenancies, the Purchaser covenant with the vendor that the purchaser is satisfied itself of the attached copy of the Residential Tenancy Agreement, Commercial/ Retail Lease;
- 8.2 The Purchaser covenant with vendor that the purchaser shall not make any claim, requisition, and shall not rescind nor terminate the Contract in respect of the attached Agreement or Lease.
- 8.3 The Vendor disclose and the Purchaser confirm and covenant with the Vendor that Vendor does not promise the Agreement/ Lease attached will be in force at the Completion date.

**9. Whole Contract**

This contract constitutes the entire agreement between the Vendor and the Purchaser relating to the sale of the property. The Purchaser acknowledges that he does not rely on any other letters, emails, correspondence, advertisements, or agreement, whether oral or in writing, made by or on behalf of the Vendor (including agent acting on behalf of the vendor)

**10. Special Conditions prevail**

Purchaser and Vendor covenant that if there is any discrepancy between the Special Conditions (including any attachments agreed between the Purchaser and the Vendor) and the standard printed conditions of Contract for the Sale of Land, then the Special conditions shall prevail.

**11. Release of Deposit**

- 11.1 If the Vendor is purchasing another piece of real estate then the Purchaser agree and authorise the deposit holder to release to the vendor such part of the deposit moneys as the vendor shall require to use for the purpose of a deposit and or stamping duty on the vendor's purchase of the piece of real estate between the contract date hereof and the date of settlement hereof;

**11.2** The Vendor undertake that upon the release of the deposit in accordance with this special condition, such deposit will be paid only into the trust account of an Real Estate Agent, solicitor or conveyancer's trust account and shall not be further released without the consent of the purchaser.

**11.3** The purchaser covenant and agree that by the execution of this contract the purchaser irrevocably authorise the vendor deposit holder to release to the vendor such part of the deposit moneys as the vendor shall require for the purchase stated in Special conditions 11.1 and 11.2.

## **12. COVID-19 Special Condition/ Force Majeure**

13.1. The parties covenant with each other this clause is for purpose of issues not covered by laws, regulations for this COVID -19.

13.2 Despite any other provisions in this Contract, at law and in equity, the parties agree that, should either party be prevented from completing the Contract by the Date for Completion due solely to any measures imposed in the response to the Covid-19 pandemic by: -

- (a). any government authorities;
- (b). the discharging of the mortgagee; the financier of the purchaser;
- (c) any services providers or suppliers whose services are required to facilitate completion of the Contract;
- (d). the party that is effected by Covid-19 must notify the other party within 2 working days, with supporting evidence at the same time.

**the party shall:-**

- (a). complete the Contract as soon as practical after such prevention has ceased to exist; and
- (b). not be required to pay any damages/ interest, not to rescind nor terminate the contract because of the above happenings, as long as the party complete the Contract as soon as practical.

## **13. Christmas and New Year Holiday settlement**

Vendor and Purchaser covenant and agree with each other that if the completion date falls on the day from Thursday, 24 December 2020 to Friday 8<sup>th</sup> January 2021, inclusive, No completion shall take place within these periods. Neither party shall be entitled to serve the Notice to Complete / Notice to Terminate under the Contract. Completion date under the contract during these periods shall take place on Friday, 15<sup>th</sup> January 2021.

DIRECTOR'S GUARANTOR CLAUSE

I, \_\_\_\_\_ (name of first guarantor)

Of \_\_\_\_\_ (address of the guarantor) AND

I, \_\_\_\_\_ (name of second guarantor)

Of \_\_\_\_\_ (address of second guarantor)

In respect of the Contract for Sale and Purchase of land

Between (The Vendor)

(The Purchaser)

In consideration of the Vendor entering into the contract of Sale of land, each of the Guarantor jointly and separately:

- a. Guarantees to the Vendor the due and punctual payment of all moneys payable by the Purchaser and due and punctual compliance by the Purchaser with all other terms and conditions to be complied with by the Purchaser under the Contract; and
- b. Confirms the Guarantee is irrevocable while any of the Purchaser's obligations under the Contract remain unfulfilled and
- c. Confirms the guarantee applies to any variations of the Contract without the need to obtaining the guarantor's specific consent to the variation and
- d. Confirms the Guarantee shall not be affected by any transfer by the Purchaser of its interest under the Contract whether with or without the consent of the Vendor.

**Executed as a deed** Signed sealed and delivered)

By first guarantor ) \_\_\_\_\_  
Signature of the first Guarantor

Signature of witness: \_\_\_\_\_  
Name of Address of the witness: \_\_\_\_\_

Signed sealed and delivered )  
By second guarantor ) \_\_\_\_\_  
Signature of second guarantor

Signature of witness: \_\_\_\_\_  
Name & address of witness: \_\_\_\_\_



LAND  
REGISTRY  
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

# Title Search

Information Provided Through  
triSearch (Website)  
Ph. 1300 064 452 Fax.

FOLIO: 316/250516

| SEARCH DATE | TIME    | EDITION NO | DATE     |
|-------------|---------|------------|----------|
| 22/10/2020  | 9:50 AM | 7          | 8/9/2018 |

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 316 IN DEPOSITED PLAN 250516  
AT PENRITH  
LOCAL GOVERNMENT AREA PENRITH  
PARISH OF MULGOA COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP250516

FIRST SCHEDULE

YANG LOU

(T AM475867)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- ✓ 2 DP544158 RESTRICTION(S) ON THE USE OF LAND AFFECTING PART
- ✓ 3 DP544626 RESTRICTION(S) ON THE USE OF LAND AFFECTING PART
- ✓ 4 DP250516 EASEMENT FOR ELECTRICITY PURPOSES AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP250516 RESTRICTION(S) ON THE USE OF LAND
- 6 AM475868 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

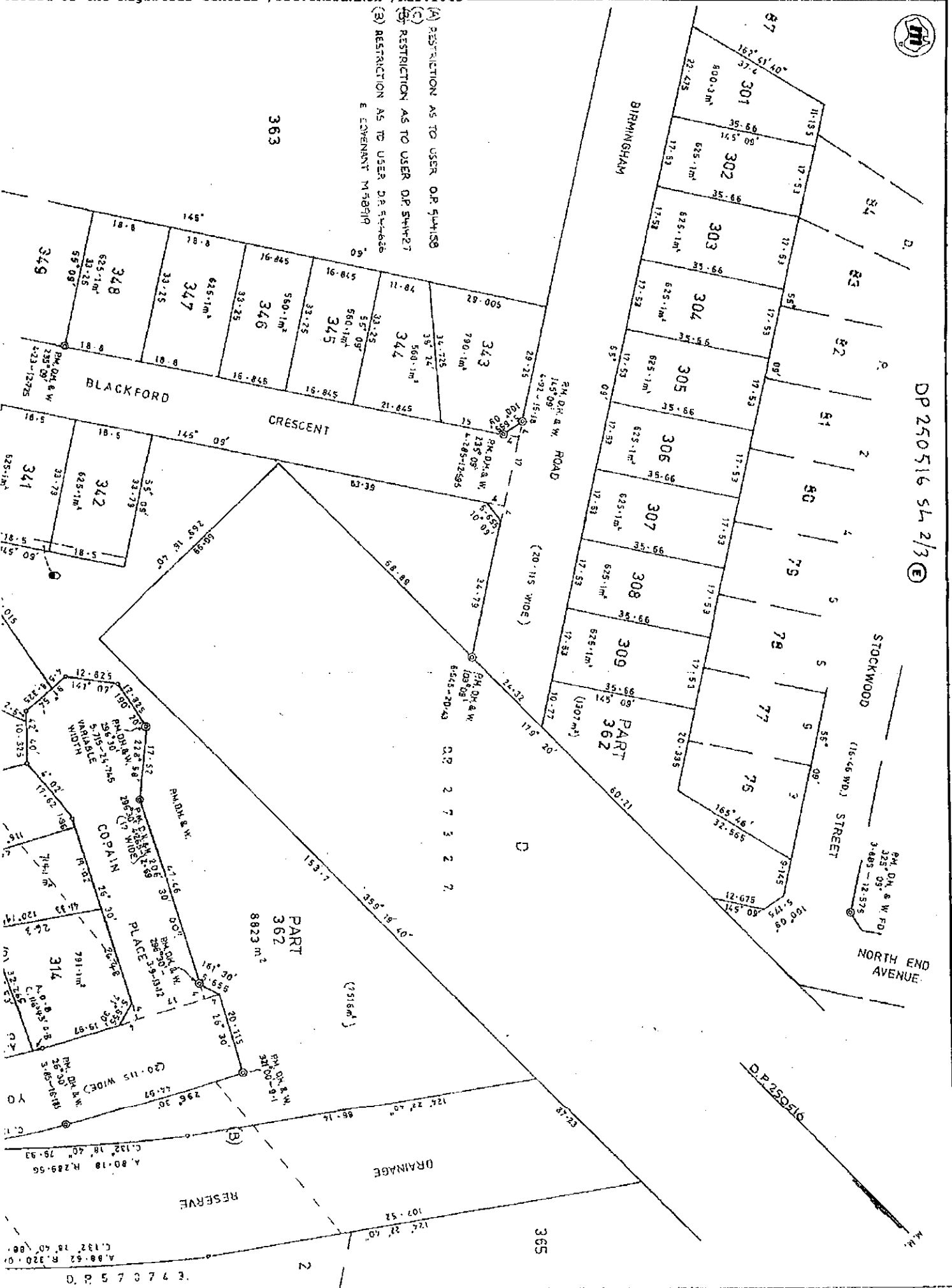


DP 250516 sh 1/3 (E)

[illegible]

- (A) RESTRICTION AS TO USER OR EASEMENT
- (B) RESTRICTION AS TO USER OR EASEMENT
- (C) RESTRICTION AS TO USER OR EASEMENT
- (D) RESTRICTION AS TO USER OR EASEMENT
- (E) EASEMENT

363



DP 250516 SL 2/3 E

D. P

Register

This is sh

Signature

True

Stamp

Signature

True

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Signature

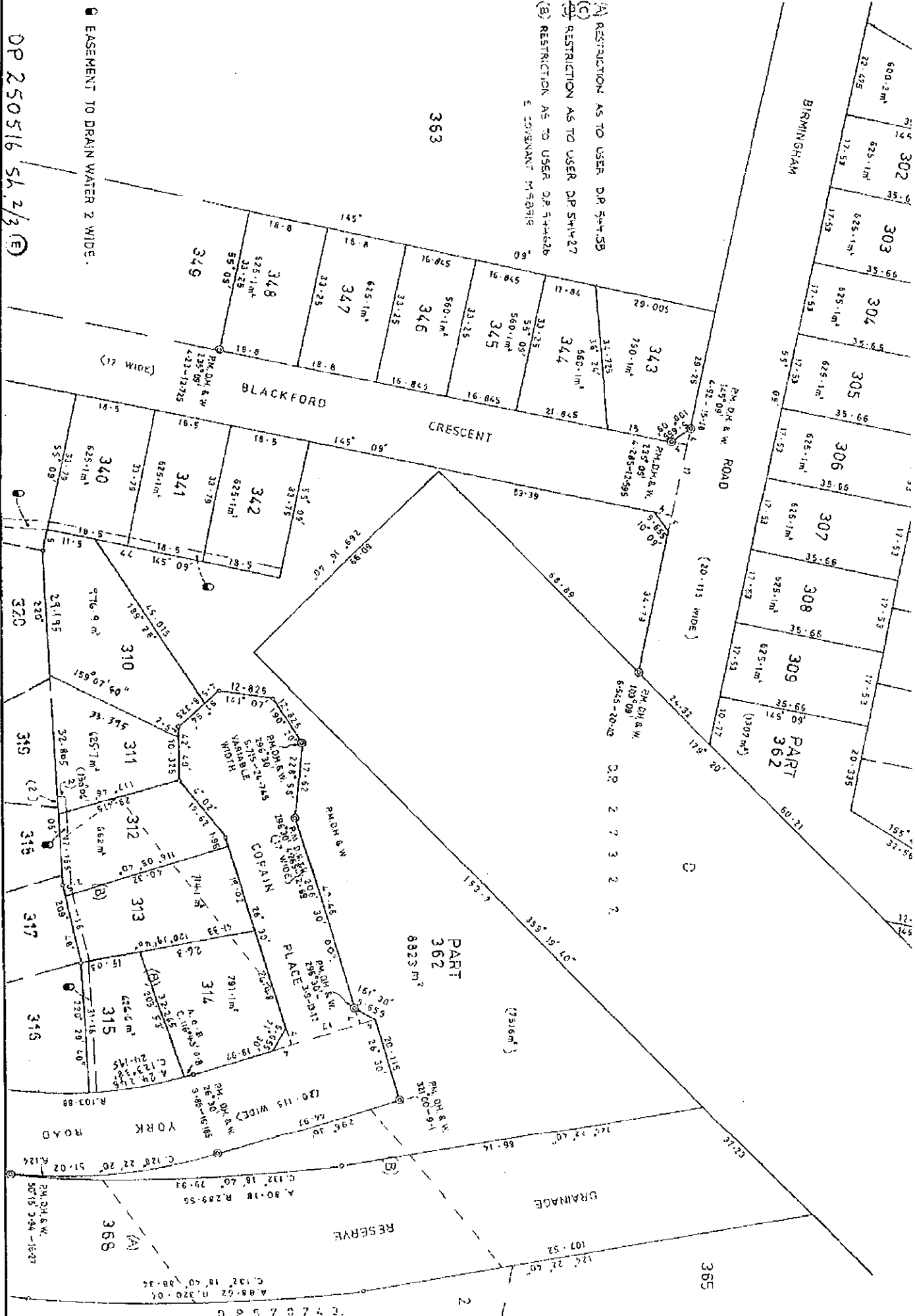
True

Stamp

Signature

True

Stamp



DP 250516 SL 2/3 (E)

EASEMENT TO DRAIN WATER 2 WIDE.

(A) RESTRICTION AS TO USER OF 544626  
(B) RESTRICTION AS TO USER OF 544626  
(C) RESTRICTION AS TO USER OF 544626  
(D) RESTRICTION AS TO USER OF 544626  
(E) RESTRICTION AS TO USER OF 544626

Plan Drawing only to appear in this space

SURVEY

REMARKS

Signature

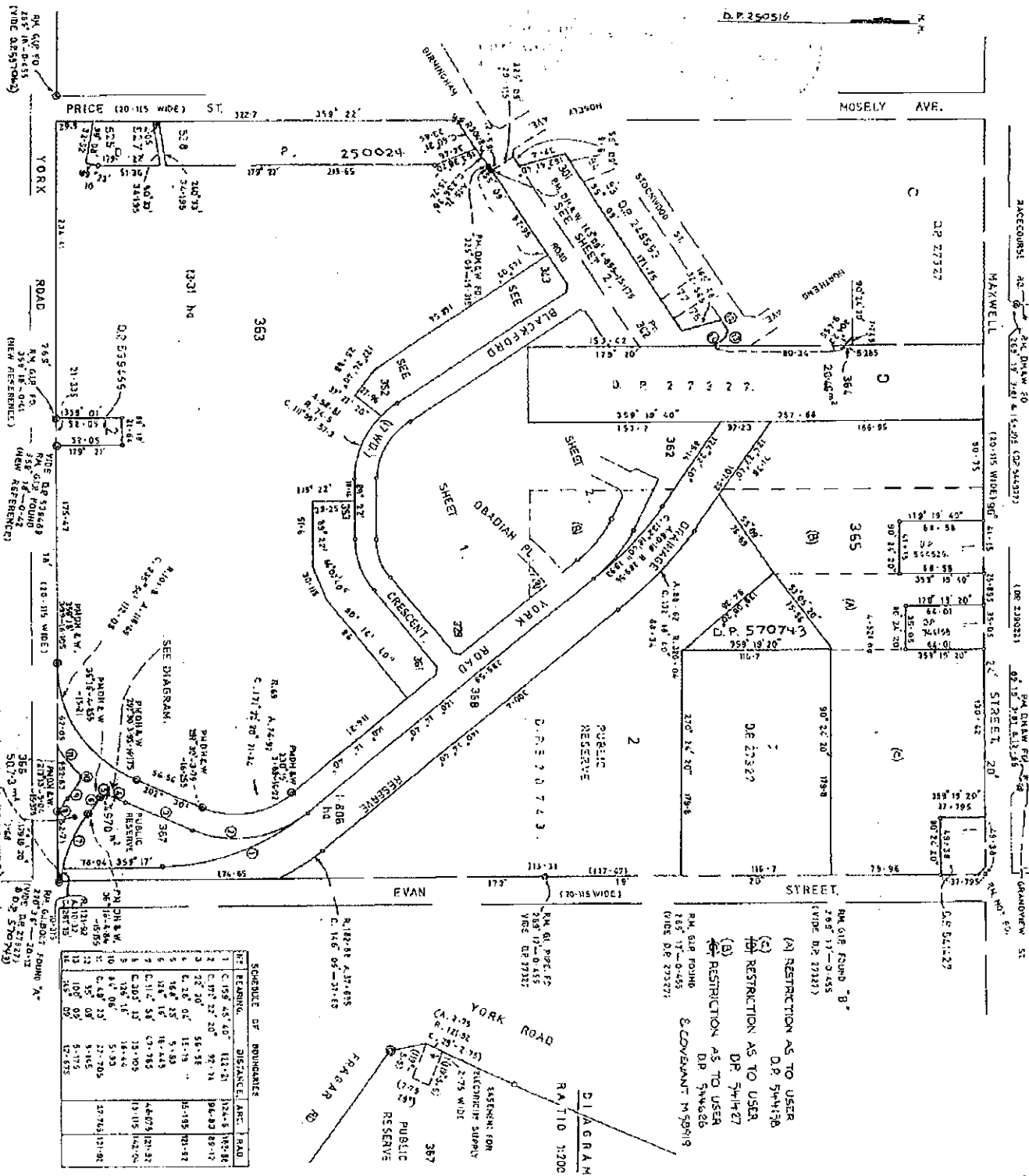
Date



To be used in conjunction with Plan Form 2

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



| SCHEDULE OF DISTANCES |                 |          |       |        |
|-----------------------|-----------------|----------|-------|--------|
| NO.                   | BEARING         | DISTANCE | ARC.  | PLAN   |
| 1                     | C. 156° 45' 40" | 112.21   | 124.5 | 185.16 |
| 2                     | C. 172° 27' 20" | 97.11    | 96.40 | 89.12  |
| 3                     | C. 26° 04'      | 54.78    | 54.19 | 70.87  |
| 4                     | C. 26° 04'      | 54.78    | 54.19 | 70.87  |
| 5                     | C. 167° 13'     | 9.44     | 9.44  | 9.44   |
| 6                     | C. 167° 13'     | 9.44     | 9.44  | 9.44   |
| 7                     | C. 111° 36'     | 37.96    | 37.96 | 37.96  |
| 8                     | C. 105° 13'     | 13.05    | 13.05 | 13.05  |
| 9                     | C. 105° 13'     | 13.05    | 13.05 | 13.05  |
| 10                    | C. 105° 13'     | 13.05    | 13.05 | 13.05  |
| 11                    | C. 105° 13'     | 13.05    | 13.05 | 13.05  |
| 12                    | C. 105° 13'     | 13.05    | 13.05 | 13.05  |
| 13                    | C. 105° 13'     | 13.05    | 13.05 | 13.05  |
| 14                    | C. 105° 13'     | 13.05    | 13.05 | 13.05  |
| 15                    | C. 105° 13'     | 13.05    | 13.05 | 13.05  |
| 16                    | C. 105° 13'     | 13.05    | 13.05 | 13.05  |
| 17                    | C. 105° 13'     | 13.05    | 13.05 | 13.05  |
| 18                    | C. 105° 13'     | 13.05    | 13.05 | 13.05  |
| 19                    | C. 105° 13'     | 13.05    | 13.05 | 13.05  |
| 20                    | C. 105° 13'     | 13.05    | 13.05 | 13.05  |

D. P. 250516 (2)

Reference: 7. 10. 1975

DATE: 7. 3. 1975

TO: THE REGISTRAR GENERAL, SURVEY ACT 1929.

THIS IS A COPY OF THE PLAN OF THE LAND COVERED BY THE CERTIFICATE NO. 10.

Signature: [Signature]

Stamp: [Stamp]

Production Rate: 1:2500

Surveyor's Reference: PENTON 3A

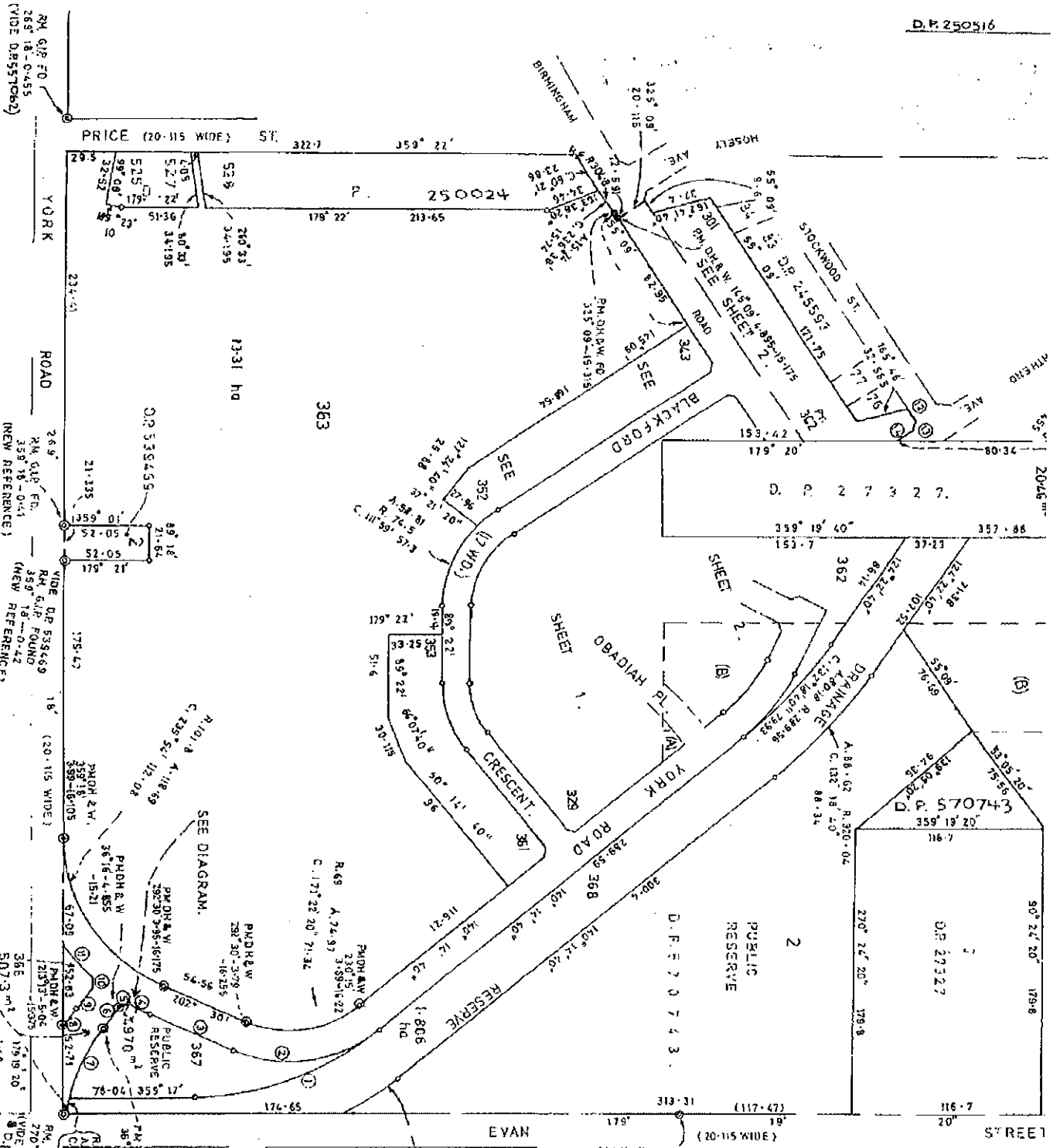
D.P. 250516

RM G.P. FOUND  
265° 17' - 0° 45'  
(VIDE D.P. 570743)

DP 250516 SL 3/3

Plan Drawing only to appear in this space

FRAGAR ROAD (20-115 WIDE)



RM G.P. FOUND  
265° 17' - 0° 45'  
(VIDE D.P. 570743)

RM G.P. FOUND  
265° 17' - 0° 45'  
(VIDE D.P. 570743)

RM G.P. FOUND  
265° 17' - 0° 45'  
(VIDE D.P. 570743)

RM G.P. FOUND  
265° 17' - 0° 45'  
(VIDE D.P. 570743)

| SCHEDULE OF BOUNDARIES |                 |          |           |
|------------------------|-----------------|----------|-----------|
| N°                     | BEARING         | DISTANCE | ARC. RAD. |
| 1                      | C. 158° 45' 40" | 122.21   | 124.6     |
| 2                      | C. 177° 22' 20" | 92.14    | 96.03     |
| 3                      | C. 27° 36'      | 56.56    | 58.12     |
| 4                      | C. 26° 04'      | 15.15    | 15.53     |
| 5                      | C. 168° 25'     | 8.03     | 8.45      |
| 6                      | C. 126° 16'     | 15.445   | 16.075    |
| 7                      | C. 111° 58'     | 27.765   | 28.715    |
| 8                      | C. 303° 13'     | 15.105   | 15.515    |
| 9                      | C. 126° 16'     | 15.44    | 16.075    |
| 10                     | C. 87° 06'      | 5.53     | 5.775     |
| 11                     | C. 43° 23'      | 27.705   | 28.715    |
| 12                     | C. 55° 09'      | 6.145    | 6.405     |
| 13                     | C. 100° 09'     | 5.175    | 5.375     |
| 14                     | C. 158° 45' 40" | 122.21   | 124.6     |

- (A) RESTRICTION AS TO USER D.P. 57417B
- (C) RESTRICTION AS TO USER D.P. 57417C
- (B) RESTRICTION AS TO USER D.P. 57417D
- (E) RESTRICTION AS TO USER D.P. 57417E
- (F) RESTRICTION AS TO USER D.P. 57417F
- (G) RESTRICTION AS TO USER D.P. 57417G
- (H) RESTRICTION AS TO USER D.P. 57417H
- (I) RESTRICTION AS TO USER D.P. 57417I
- (J) RESTRICTION AS TO USER D.P. 57417J
- (K) RESTRICTION AS TO USER D.P. 57417K
- (L) RESTRICTION AS TO USER D.P. 57417L
- (M) RESTRICTION AS TO USER D.P. 57417M
- (N) RESTRICTION AS TO USER D.P. 57417N
- (O) RESTRICTION AS TO USER D.P. 57417O
- (P) RESTRICTION AS TO USER D.P. 57417P
- (Q) RESTRICTION AS TO USER D.P. 57417Q
- (R) RESTRICTION AS TO USER D.P. 57417R
- (S) RESTRICTION AS TO USER D.P. 57417S
- (T) RESTRICTION AS TO USER D.P. 57417T
- (U) RESTRICTION AS TO USER D.P. 57417U
- (V) RESTRICTION AS TO USER D.P. 57417V
- (W) RESTRICTION AS TO USER D.P. 57417W
- (X) RESTRICTION AS TO USER D.P. 57417X
- (Y) RESTRICTION AS TO USER D.P. 57417Y
- (Z) RESTRICTION AS TO USER D.P. 57417Z

REDUCED

REDUCED



P 445762 *no fee*

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS AS TO USER INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Plan: DP250516

(E)

PART 1

SHEET 1 OF 4 SHEETS

Subdivision covered by Council Clerk's  
Certificate No. 102/75

Full Name and Address of the  
Proprietor of the Land:

Lend Lease Estates Pty. Limited, Plaza  
Building, Australia Square, Sydney.

1. Identity of easement or  
restriction firstly referred  
to in above-mentioned plan

Easements for electricity supply 1 wide.

Schedule of lots affected

Lots Burdened

321  
339

Lots, name of road, or Authority benefited

Prospect County Council.  
Prospect County Council.

2. Identity of easement or  
restriction secondly referred  
to in above-mentioned plan

Easements to drain water 2 wide.

Schedule of lots affected

Lots Burdened

334  
335  
336  
337  
338  
339  
340  
341  
342  
311  
312  
313  
315

Lots, name of road, or Authority benefited

333  
333, 334  
333, 334, 335  
333, 334, 335, 336  
333, 334, 335, 336, 337  
333, 334, 335, 336, 337, 338  
333, 334, 335, 336, 337, 338, 339  
333, 334, 335, 336, 337, 338, 339, 340  
333, 334, 335, 336, 337, 338, 339, 340, 341  
319  
319, 318  
319, 318, 317  
319, 318, 317

3. Identity of easement or  
restriction thirdly referred  
to in above-mentioned plan

Easement for electricity supply 2.75 wide.

Schedule of lots affected

Lots Burdened

316  
367

Lots, name of road or Authority benefited

Prospect County Council.  
Prospect County Council.

THE COMMON SEAL OF LEND LEASE  
ESTATES PTY. LIMITED was hereunto  
affixed by the authority of the  
Directors in the presence of:



*C. H. Smith*  
Director

*A. L. Lander*  
Secretary

*[Signature]*  
Director

Approved by Council *[Signature]*  
21/7/75

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS AS TO USER INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

SHEET 2 OF 4 SHEETS

Plan: **OP250516**

Subdivision covered by Council Clerk's  
Certificate No. 102/75

Full Name and Address of the  
Proprietor of the Land:

Land Lease Estates Pty. Limited, Plaza  
Building, Australia Square, Sydney.

4. Identity of easement or  
restriction fourthly referred  
to in abovementioned plan

Restrictions as to user.

Schedule of lots affected

Lots burdened

Each lot except lots 362,  
363, 364, 365, 366, 367, 368

Lots, name of road or Authority benefited

Every other lot except lots 362, 363, 364,  
365, 366, 367, 368.

PART 2

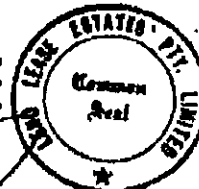
1. Terms of Easement for Electricity Supply 1 wide firstly referred to in the  
abovementioned plan

An easement for the transmission of electricity and for that purpose to  
install all necessary equipment (including transformers and underground  
transmission mains, wires and cables) together with the right to come and  
go for the purpose of inspecting, maintaining, repairing, replacing and/or  
removing such equipment and every person authorised by the Prospect County  
Council to enter into and upon the servient tenement or any part thereof  
at all reasonable times and to remain there for any reasonable time with  
surveyors, workmen, vehicles, things or persons and to bring and place and  
leave thereon or remove therefrom all necessary materials, machinery,  
implements and things provided that the Prospect County Council and the  
persons authorised by it 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.

3. Terms of Easement for Electricity Supply 3.75 wide thirdly referred to in  
the abovementioned plan

An easement for the transmission of electricity and for that purpose to  
install all necessary equipment (including transformers and underground  
transmission mains, wires and cables) together with the right to come and  
go for the purpose of inspecting, maintaining, repairing, replacing and/or  
removing such equipment and every person authorised by the Prospect County  
Council to enter into and upon the servient tenement or any part thereof  
at all reasonable times and to remain there for any reasonable time with  
surveyors, workmen, vehicles, things or persons and to bring and place and  
leave thereon or remove therefrom all necessary materials, machinery,  
implements and things provided that the Prospect County Council and the  
persons authorised by it will take all reasonable precautions to ensure as  
little disturbance as possible to the surface of the servient tenement and

THE COMMON SEAL OF LAND LEASE  
ESTATES PTY. LIMITED was hereunto  
affixed by the authority of the  
Directors in the presence of:



*X Y B Hall*  
Director

*K B Smith*  
Secretary

*[Signature]*  
Director

Approved by Council

31/7/75.

SHEET 3 OF 4 SHEETS

Plan: **DP250516**

Subdivision covered by Council Clerk's  
Certificate No. 102/75

Full Name and Address of the  
Proprietor of the Land:

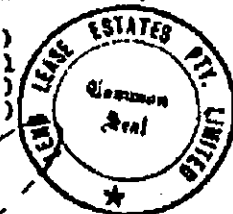
Lend Lease Estates Pty. Limited, Plaza  
Building, Australia Square, Sydney.

will restore that surface as nearly as practicable to its original condition.

4. Terms of restrictions as to user fourthly referred to in the abovementioned plan

- (a) That not more than one main building shall be erected or permitted to remain on any lot and such main building shall not be used for any purpose other than a single private dwelling house and shall have an overall floor area excluding any attached garage or carport of not less than 78.9m<sup>2</sup>.
- (b) That no garage or out building shall be erected or permitted to remain on any lot except until after or concurrently with the erection of any such main building.
- (c) That no roof of any building erected on any lot shall be of corrugated tin or iron provided that nothing in this clause contained shall preclude or prohibit a building having a flat or low pitched roof covered with a steel deck type roofing material.
- (d) That no fence shall be erected or permitted to remain along the street frontage of the land hereby burdened nor along or within any side boundary extending from the front boundary to the front alignment of the main building or to the front alignment of any main building on the land immediately adjoining and having a common boundary with the land hereby burdened.
- (e) That any dividing fence erected along or within any of the boundaries of the land hereby burdened shall not exceed 1.5 in height.
- (f) That for the benefit of any adjoining land owned by Lend Lease Estates Pty. Limited but only during ownership thereof by Lend Lease Estates Pty. Limited its successors and assigns other than purchasers on sale no fence will be erected on any lot to divide the same from such adjoining lot without the consent of Lend Lease Estates Pty. Limited but such consent shall not be withheld if such fence is erected without expense to Lend Lease Estates Pty. Limited and in favour of any person dealing with the transferee from Lend Lease Estates Pty. Limited such consent shall be deemed to have been given in respect of every such fence for the time being erected.
- (g) That no building shall be erected on any lot with external walls of materials other than brick, stone, concrete, glass, aluminium, timber or fibro or any combination of the same provided that timber or fibro shall not be used in external walls except as infill panels or gable infill in conjunction with all or any of the other materials hereinbefore

THE COMMON SEAL of LEND LEASE  
ESTATES PTY. LIMITED was herewith  
affixed by the authority of the  
Directors in the presence of:



*K. H. Hall*  
.....  
Director

*K. H. Hall*  
.....  
Secretary

*K. H. Hall*  
.....  
Director

Approved by Council *K. H. Hall*  
.....

DP250516

SHEET 4 OF 4 SHEETS

Plan:

Subdivision covered by Council Clerk's  
Certificate No. 102/75

Full Name and Address of the  
Proprietor of the Land:

Land Lease Estates Pty. Limited, Plaza  
Building, Australia Square, Sydney.

mentioned and the proportion of timber or fibro so used in relation to the  
total external wall area shall not exceed 20 per cent thereof provided  
that nothing in this clause contained shall preclude or prohibit a  
building having the inner framework or its external walls constructed of  
timber or other materials with an external brick veneer or aluminium face.

- (h) That no building erected or permitted to remain upon any part of such  
building shall be used or permitted to be used for the purpose of  
advertising or exhibition or any purpose ancillary thereto.
- (i) That no advertisement hoarding sign or similar structure or advertising  
sign or notice shall be erected or be permitted to be erected or to remain  
upon any lot or upon any building erected upon any lot other than a "For  
Sale" builders sign no larger than 0.91 x 0.7.

Name or Person empowered to release, vary or modify restrictions fourthly referred  
to in the abovementioned plan

For paragraphs a, b, c, e, f, g, h and i

Land Lease Estates Pty. Limited until 31st December 1987 and thereafter those parts  
of the restriction as to user fourthly referred to in the abovementioned plan shall  
lapse and be of no force or effect.

For paragraph d

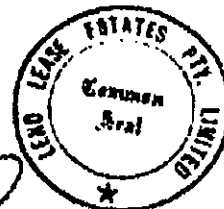
Penrith City Council.

P 445762

REGISTERED IN THE OFFICE OF THE REGISTRAR  
GENERAL TO SECTION 562 CONVEYANCING ACT  
IN CONNECTION WITH DP250516

7-10-1975

THE COMMON SEAL of LAND LEASE  
ESTATES PTY. LIMITED was hereunto  
affixed by the authority of the  
Directors in the presence of:



Director

Secretary

Director

Approved by Council

31/7/75

| CONCRETE TALL ABUTMENT IN<br>HOUSTON GENERAL HOSPITAL |      |        |        |
|-------------------------------------------------------|------|--------|--------|
| DP                                                    | FEET | INCHES | METERS |
| 20                                                    | -    |        | 4.878  |
| 21                                                    | -    |        | 5.031  |
| 22                                                    | -    |        | 5.184  |
| 23                                                    | -    |        | 5.337  |
| 24                                                    | -    |        | 5.490  |
| 25                                                    | -    |        | 5.643  |
| 26                                                    | -    |        | 5.796  |
| 27                                                    | -    |        | 5.949  |
| 28                                                    | -    |        | 6.102  |
| 29                                                    | -    |        | 6.255  |
| 30                                                    | -    |        | 6.408  |
| 31                                                    | -    |        | 6.561  |
| 32                                                    | -    |        | 6.714  |
| 33                                                    | -    |        | 6.867  |
| 34                                                    | -    |        | 7.020  |
| 35                                                    | -    |        | 7.173  |
| 36                                                    | -    |        | 7.326  |
| 37                                                    | -    |        | 7.479  |
| 38                                                    | -    |        | 7.632  |
| 39                                                    | -    |        | 7.785  |
| 40                                                    | -    |        | 7.938  |
| 41                                                    | -    |        | 8.091  |
| 42                                                    | -    |        | 8.244  |
| 43                                                    | -    |        | 8.397  |
| 44                                                    | -    |        | 8.550  |
| 45                                                    | -    |        | 8.703  |
| 46                                                    | -    |        | 8.856  |
| 47                                                    | -    |        | 9.009  |
| 48                                                    | -    |        | 9.162  |
| 49                                                    | -    |        | 9.315  |
| 50                                                    | -    |        | 9.468  |
| 51                                                    | -    |        | 9.621  |
| 52                                                    | -    |        | 9.774  |
| 53                                                    | -    |        | 9.927  |
| 54                                                    | -    |        | 10.080 |
| 55                                                    | -    |        | 10.233 |
| 56                                                    | -    |        | 10.386 |
| 57                                                    | -    |        | 10.539 |
| 58                                                    | -    |        | 10.692 |
| 59                                                    | -    |        | 10.845 |
| 60                                                    | -    |        | 11.000 |
| 61                                                    | -    |        | 11.153 |
| 62                                                    | -    |        | 11.306 |
| 63                                                    | -    |        | 11.459 |
| 64                                                    | -    |        | 11.612 |
| 65                                                    | -    |        | 11.765 |
| 66                                                    | -    |        | 11.918 |
| 67                                                    | -    |        | 12.071 |
| 68                                                    | -    |        | 12.224 |
| 69                                                    | -    |        | 12.377 |
| 70                                                    | -    |        | 12.530 |
| 71                                                    | -    |        | 12.683 |
| 72                                                    | -    |        | 12.836 |
| 73                                                    | -    |        | 12.989 |
| 74                                                    | -    |        | 13.142 |
| 75                                                    | -    |        | 13.295 |
| 76                                                    | -    |        | 13.448 |
| 77                                                    | -    |        | 13.601 |
| 78                                                    | -    |        | 13.754 |
| 79                                                    | -    |        | 13.907 |
| 80                                                    | -    |        | 14.060 |
| 81                                                    | -    |        | 14.213 |
| 82                                                    | -    |        | 14.366 |
| 83                                                    | -    |        | 14.519 |
| 84                                                    | -    |        | 14.672 |
| 85                                                    | -    |        | 14.825 |
| 86                                                    | -    |        | 14.978 |
| 87                                                    | -    |        | 15.131 |
| 88                                                    | -    |        | 15.284 |
| 89                                                    | -    |        | 15.437 |
| 90                                                    | -    |        | 15.590 |
| 91                                                    | -    |        | 15.743 |
| 92                                                    | -    |        | 15.896 |
| 93                                                    | -    |        | 16.049 |
| 94                                                    | -    |        | 16.202 |
| 95                                                    | -    |        | 16.355 |
| 96                                                    | -    |        | 16.508 |
| 97                                                    | -    |        | 16.661 |
| 98                                                    | -    |        | 16.814 |
| 99                                                    | -    |        | 16.967 |
| 100                                                   | -    |        | 17.120 |
| 101                                                   | -    |        | 17.273 |
| 102                                                   | -    |        | 17.426 |
| 103                                                   | -    |        | 17.579 |
| 104                                                   | -    |        | 17.732 |
| 105                                                   | -    |        | 17.885 |
| 106                                                   | -    |        | 18.038 |
| 107                                                   | -    |        | 18.191 |
| 108                                                   | -    |        | 18.344 |
| 109                                                   | -    |        | 18.497 |
| 110                                                   | -    |        | 18.650 |
| 111                                                   | -    |        | 18.803 |
| 112                                                   | -    |        | 18.956 |
| 113                                                   | -    |        | 19.109 |
| 114                                                   | -    |        | 19.262 |
| 115                                                   | -    |        | 19.415 |
| 116                                                   | -    |        | 19.568 |
| 117                                                   | -    |        | 19.721 |
| 118                                                   | -    |        | 19.874 |
| 119                                                   | -    |        | 20.027 |
| 120                                                   | -    |        | 20.180 |
| 121                                                   | -    |        | 20.333 |
| 122                                                   | -    |        | 20.486 |
| 123                                                   | -    |        | 20.639 |
| 124                                                   | -    |        | 20.792 |
| 125                                                   | -    |        | 20     |

Y. Joe Howard Mason, Registrar General for New South Wales, certify that this signature is a photograph made as a permanent record of a document in my custody this 14th day of August, 1970.

Foundation

M 901072

*Mahee*  
*18/9/70*

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USE  
INTENDED TO BE CREATED PURSUANT TO SECTION 68B OF THE CONVEYANCING ACT,  
1919.

PART 1

Plan: DP544158

Subdivision of Lot G in Deposited Plan  
27327 covered by Council Clerk's  
Certificate No. 32/70.

Full name and address of  
proprietor of the land.

Paul and Martha Attard of  
Lot G, Maxwell Street, Penrith.

1. Identity of easement  
or restriction referred  
to in above-mentioned  
plan.

Restriction as to fencing.

Schedule of lots etc. affected

Lots burdened

Lots, name of road or Authority  
benefited.

Each lot

Every other lot

PART 2

1. Terms of restrictions as to fencing referred to in above-  
mentioned plan.

That no paling fence shall be erected along street frontages.

Paul ATTARD

Martha ATTARD

*[Signature]*  
.....  
*[Signature]*  
.....

Approved by Council

*[Signature]*  
.....  
18/9/70.

Sheet 1 of 1.

AMENDMENTS AND/OR ADDITIONS MADE ON  
PLAN IN THE LAND TITLES OFFICE.

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day, 27th May, 1986





Janitson

M 40760

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,  
1995.

PART 1

Plan: DP544626

Subdivision of Lot F in Deposited  
Plan 27327 covered by Council's  
Certificate No. 102/70

Full name and address of  
proprietor of the land.

Antonio Saparito and Patricia Anne Saparito of  
Lot F, Maxwell Street, Penrith.

1. Identity of easement  
or restriction referred  
to in above-mentioned  
plan.

Restriction as to fencing.

Schedule of lots etc. affected

Lots burdened

Lots, name of road or Authority  
benefited.

Each lot

Every other lot

PART 2

1. Terms of restrictions as to fencing referred to in above-  
mentioned plan.

That no paling fence shall be erected along street frontages.

Antonio SAPARITO

*A. Saparito*

Patricia Anne SAPARITO

*Patricia Anne Saparito*

Approved by Council

*9/9/70*

Sheet 1 of 1.

Signed at Sydney this 15th day of  
October 1970 for the Registrar-General  
State of Australia by his duly appointed Attorney  
under Powers of Attorney No. 62152 (Macquarie  
Road) and No. 15970 (Land Title Office) who  
declares that he has not received notice of revocation  
of his power  
*James G. Carr*  
Attorney General  
Sydney

AMENDMENTS AND/OR ADDITIONS MADE ON  
PLAN IN THE LAND TITLES OFFICE.

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day. 19th May, 1986



**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

Property No: 451184  
Your Reference: 1043  
Contact No.

Issue Date: 26 October 2020  
Certificate No: 20/04923

Issued to: Mr P Li  
55/48-50, George Street  
PARRAMATTA NSW 2150

PRECINCT 2010

**DESCRIPTION OF LAND**

**County: CUMBERLAND Parish: MULGOA**

**Location:** 222 York Road SOUTH PENRITH NSW 2750  
**Land Description:** Lot 316 DP 250516

**- PART 1 PRESCRIBED MATTERS -**

In accordance with the provisions of Section 10.7 of the Act the following information is furnished in respect of the abovementioned land:

**1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs**

*1(1) The name of each environmental planning instrument that applies to the carrying out of development on the land:*

Penrith Local Environmental Plan 2010, published 22nd September 2010, as amended, applies to the land.

Sydney Regional Environmental Plan No.9 - Extractive Industry (No.2), gazetted 15 September 1995, as amended, applies to the local government area of Penrith.

Sydney Regional Environmental Plan No. 20 - Hawkesbury-Nepean River (No. 2 - 1997), gazetted 7 November 1997, as amended, applies to the local government area of Penrith (except land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies).

The following State environmental planning policies apply to the land (subject to the exclusions noted below):

State Environmental Planning Policy No.19 - Bushland in Urban Areas. (Note: This policy does not apply to certain land referred to in the National Parks and Wildlife Act 1974 and the Forestry Act 1916.)

State Environmental Planning Policy No.21 - Caravan Parks.

State Environmental Planning Policy No.33 - Hazardous and Offensive Development.

State Environmental Planning Policy No.50 - Canal Estate Development. (Note: This policy does not apply to the land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies.)

State Environmental Planning Policy No.55 - Remediation of Land.

State Environmental Planning Policy No.64 - Advertising and Signage.

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State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.  
State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).  
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (Note: This policy applies to land within New South Wales that is land zoned primarily for urban purposes or land that adjoins land zoned primarily for urban purposes, but only as detailed in clause 4, 4A and 4B of the policy.)  
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.  
State Environmental Planning Policy (State Significant Precincts) 2005.  
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.  
State Environmental Planning Policy (Infrastructure) 2007.  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.  
State Environmental Planning Policy (Affordable Rental Housing) 2009.  
State Environmental Planning Policy (State and Regional Development) 2011.  
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.  
State Environmental Planning Policy (Education Establishments and Child Care Centre Facilities) 2017.  
State Environmental Planning Policy (Primary Production and Rural Development) 2019.  
State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

Yes

*1(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act:*

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

Draft State Environmental Planning Policy (Environment) applies to the land.

Draft State Environmental Planning Policy (Remediation of Land) applies to the land.

Draft State Environmental Planning Policy (Housing Diversity) 2020 applies to the land.

Draft State Environmental Planning Policy (Cumberland Plain Conservation) applies to the land.

*1(3) The name of each development control plan that applies to the carrying out of development on the land:*

Penrith Development Control Plan 2014 applies to the land.

**2 ZONING AND LAND USE UNDER RELEVANT LEPs**

*For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):*

*2(a)-(d) the identity of the zone; the purposes that may be carried out without development consent; the purposes that may not be carried out except with development consent; and the purposes that are prohibited within the zone. Any zone(s) applying to the land is/are listed below and/or in annexures.*

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*(Note: If no zoning appears in this section see section 1(1) for zoning and land use details (under the Sydney Regional Environmental Plan or State Environmental Planning Policy that zones this property).)*

**Zone R2 Low Density Residential  
(Penrith Local Environmental Plan 2010)**

**1. Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To promote the desired future character by ensuring that development reflects features or qualities of traditional detached dwelling houses that are surrounded by private gardens.
- To enhance the essential character and identity of established residential areas.
- To ensure a high level of residential amenity is achieved and maintained.

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Information and education facilities; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential care facilities; Respite day care centres; Roads; Secondary dwellings; Shop top housing; Tank-based aquaculture

**4 Prohibited**

Any development not specified in item 2 or 3

**Flood planning**

All or part of the subject land is identified in Penrith Local Environmental Plan 2010 (PLEP 2010) Clause 7.2 Flood Planning. Development consent is required for any development on land to which Clause 7.2 of PLEP 2010 applies.

**Additional information relating to Penrith Local Environmental Plan 2010**

**Note 1:** Under the terms of Clause 2.4 of Penrith Local Environmental Plan 2010 development may be carried out on unzoned land only with development consent.

**Note 2:** Under the terms of Clause 2.6 of Penrith Local Environmental Plan 2010 land may be subdivided but only with development consent, except for the exclusions detailed in the clause.

**Note 3:** Under the terms of Clause 2.7 of Penrith Local Environmental Plan 2010 the demolition of a building or work may be carried out only with development consent.

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**Note 4:** A temporary use may be permitted with development consent subject to the requirements of Clause 2.8 of Penrith Local Environmental Plan 2010.

**Note 5:** Under the terms of Clause 4.1A of Penrith Local Environmental Plan 2010, despite any other provision of this plan, development consent must not be granted for dual occupancy on an internal lot in Zone R2 Low Density Residential.

**Note 6:** Under the terms of Clause 5.1 of Penrith Local Environmental Plan 2010 development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

**Note 7:** Under the terms of Clause 5.3 of Penrith Local Environmental Plan 2010 development consent may be granted to development of certain land for any purpose that may be carried out in an adjoining zone.

**Note 8:** Clause 5.10 of Penrith Local Environmental Plan 2010 details when development consent is required/not required in relation to heritage conservation.

**Note 9:** Under the terms of Clause 5.11 of Penrith Local Environmental Plan 2010 bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without development consent.

**Note 10:** Under the terms of Clause 7.1 of Penrith Local Environmental Plan 2010 (PLEP 2010) development consent is required for earthworks unless the work is exempt development under PLEP 2010 or another applicable environmental planning instrument, or the work is ancillary to other development for which development consent has been given.

**Note 11:** Sex services premises and restricted premises may only be permitted subject to the requirements of Clause 7.23 of Penrith Local Environmental Plan 2010.

***2(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed:***

(Information is provided in this section only if any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.)

***2(f) whether the land includes or comprises critical habitat:***

(Information is provided in this section only if the land includes or comprises critical habitat.)

***2(g) whether the land is in a conservation area (however described):***

(Information is provided in this section only if the land is in a conservation area (however described).)

***2(h) whether an item of environmental heritage (however described) is situated on the land:***

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(Information is provided in this section only if an item of environmental heritage (however described) is situated on the land.)

**2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY  
(SYDNEY REGION GROWTH CENTRES) 2006**

(Information is provided in this section only if the land is within any zone under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.)

**3 COMPLYING DEVELOPMENT**

**HOUSING CODE**

(The Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

**RURAL HOUSING CODE**

(The Rural Housing Code only applies if the land is within Zones RU1, RU2, RU3, RU4, RU6 or R5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Rural Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

**LOW RISE HOUSING DIVERSITY CODE**

(The Low Rise Housing Diversity Code only applies if the land is within Zones R1, R2, R3 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Low Rise Housing Diversity Code **may** be carried out on the land if the land is within one of the abovementioned zones.

**GREENFIELD HOUSING CODE**

(The Greenfield Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.)

Complying development under the Greenfield Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.

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**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

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***HOUSING ALTERATIONS CODE***

Complying development under the Housing Alterations Code **may** be carried out on the land.

***GENERAL DEVELOPMENT CODE***

Complying development under the General Development Code **may** be carried out on the land.

***COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE***

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

***SUBDIVISIONS CODE***

Complying development under the Subdivisions Code **may** be carried out on the land.

***DEMOLITION CODE***

Complying development under the Demolition Code **may** be carried out on the land.

***COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE***

(The Commercial and Industrial (New Buildings and Additions) Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Commercial and Industrial (New Buildings and Alterations) Code **may** be carried out on the land if the land is within one of the abovementioned zones.

***FIRE SAFETY CODE***

Complying development under the Fire Safety Code **may** be carried out on the land.

(NOTE: (1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with particular reference to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) Penrith Local Environmental Plan 2010 (if it applies to the land) contains additional complying development not specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

**4 COASTAL PROTECTION**

The land is not affected by the operation of sections 38 or 39 of the Coastal Protection Act 1979, to the extent that council has been so notified by the Department of Public Works.

**5 MINE SUBSIDENCE**

The land is not proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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**6 ROAD WIDENING AND ROAD REALIGNMENT**

The land is not affected by any road widening or road realignment under:

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

**7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS**

**(a) Council Policies**

The land is affected by the Asbestos Policy adopted by Council.

The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

**(b) Other Public Authority Policies**

The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.

The land is not affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

**7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

(1) Development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) (if such uses are permissible on the land) is subject to flood related development controls.

(2) Development on the land or part of the land for industrial or commercial purposes (if such uses are permissible on the land) is subject to flood related development controls.

Development on the land or part of the land for purposes other than industrial or commercial, or for purposes other than those referred to in (1) above, will be considered on a merits based approach and flood related development controls may apply.

Note: The land is subject to Penrith Development Control Plan 2014 Section C3.5 Flood Planning. On application and payment of the prescribed fee Council may be able to provide in writing a range of advice in regard to the extent of flooding affecting the property.

**8 LAND RESERVED FOR ACQUISITION**

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

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**PLANNING CERTIFICATE UNDER SECTION 10.7**Environmental Planning and Assessment Act, 1979

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**9 CONTRIBUTIONS PLANS**

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, Sydney Regional Environmental Plan No. 30 - St Marys, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park).

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies to all land in the City of Penrith LGA, with the exception of land within the Lambridge Estate, WELL Precinct and Penrith City Centre that are currently subject to other development contributions plans for non-residential development.

**9A BIODIVERSITY CERTIFIED LAND**

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.)

**10 BIODIVERSITY STEWARDSHIP SITES**

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* relates.)

**10A NATIVE VEGETATION CLEARING SET ASIDES**

(Information is provided in this section only if Council has been notified of the existence of a set aside area by Local Land Services or it is registered in the public register under which section 60ZC of the *Local Land Services Act 2013* relates.)

**11 BUSH FIRE PRONE LAND**

The land is not identified as bush fire prone land according to Council records.

**12 PROPERTY VEGETATION PLANS**

(Information is provided in this section only if Council has been notified that the land is land to which a property vegetation plan approved under the *Native Vegetation Act 2003* applies and continues in force.)

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

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**13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**

(Information is provided in this section only if Council has been notified that 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.)

**14 DIRECTIONS UNDER PART 3A**

(Information is provided in this section only if there is a direction by the Minister in force under section 75P(2)(c1) of the Act (repealed on 1st October 2011) that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.)

**15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING**

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (seniors housing), of which the council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.)

**16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE**

(Information is provided in this section only if there is a valid site compatibility certificate (infrastructure), of which council is aware, in respect of proposed development on the land.)

**17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed as a condition of consent to a development application in respect of the land.)

**18 PAPER SUBDIVISION INFORMATION**

(Information is provided in this section only if a development plan adopted by a relevant authority applies to the land or is proposed to be subject to a consent ballot, or a subdivision order applies to the land.)

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
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**19 SITE VERIFICATION CERTIFICATES**

(Information is provided in this section only if there is a current site verification certificate, of which council is aware, in respect of the land.)

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

(a) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)

(b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)

(c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)

(d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)

(e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 - a copy of which has been provided to Council.)

Note: Section 10.7(5) information for this property may contain additional information regarding contamination issues.

**20 LOOSE FILL ASBESTOS INSULATION**

(Information is provided in this section only if there is a residential premises listed on the register of residential premises that contain or have contained loose-fill asbestos insulation (as required by Division 1A of Part 8 of the home Building Act 1989))

**21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS**

(Information is provided in this section only if Council is aware of any "affected building notice" and/or a "building product rectification order" in force for the land).

Note: The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2000.

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The land may be subject to additional planning considerations under State Environmental Planning Policy (Western Sydney Aerotropolis) 2020):

|     | Planning Control                                                         | Affected? |
|-----|--------------------------------------------------------------------------|-----------|
| (a) | Subject to an ANEF or ANEC contour of 20 or greater                      | No        |
| (b) | Affected by the Lighting Intensity and Wind Shear Map                    | No        |
| (c) | Affected by the Obstacle Limitation Surface Map                          | Yes       |
| (d) | Affected by the "public safety area" on the Public Safety Area Map       | No        |
| (e) | Within the "3km zone" or the "13km zone" of the Wildlife Buffer Zone Map | Yes       |

Information is provided only to the extent that Council has been notified by the relevant government departments.

Note: This is a certificate under section 10.7 of the Environmental Planning and Assessment Act, 1979 and is only provided in accordance with that section of the Act.

Further information relating to the subject property can be provided under section 10.7(5) of the Act. If such further information is required Council indicates that a full certificate under sections 10.7(2) and 10.7(5) should be applied for. Contact Council for details as to obtaining the additional information.

**Warwick Winn**  
General Manager

per

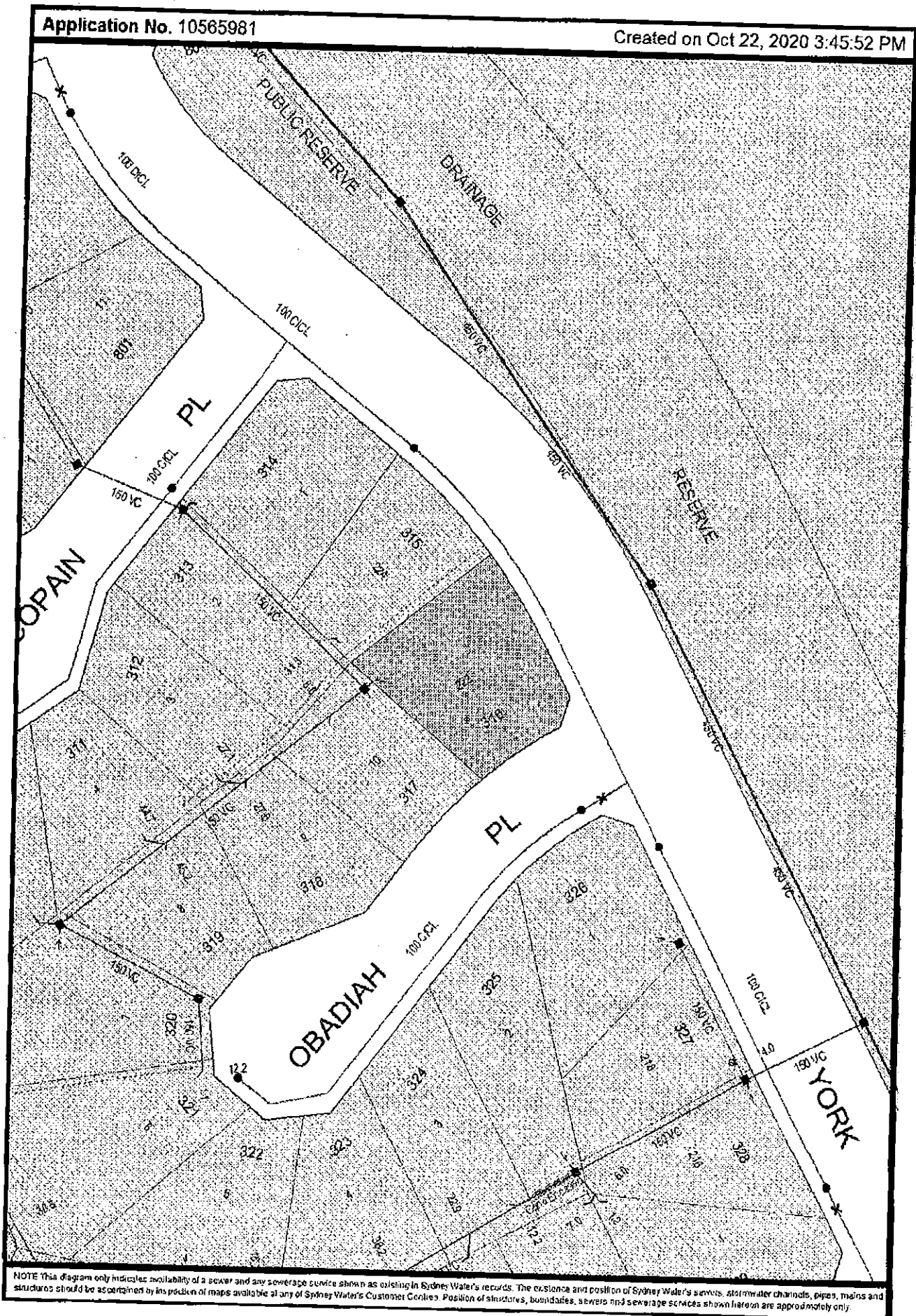
**Please note:**

Certain amendments to the Environmental Planning and Assessment Act 1979 No 203 (Act) commenced on 1 March 2018.

The Environmental Planning and Assessment (Amendment) Act 2017 No 60 makes structural changes to the Act and, as a consequence, the Act has been renumbered in a decimal format. For example, Section 149 Planning Certificates have become Section 10.7 Certificates. Some of the information in this certificate may refer to the previous version of the Act.

Council is committed to updating all relevant documents in a timely manner. This will include planning instruments, applications, approvals, orders, certificates, forms and other associated documents in both printed and electronic versions. Council is required to implement these changes and regrets any inconvenience caused to the local business, industry and the community.





NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

Application: 10573173  
Your Ref: 1043

**11 November 2020**

**Property details: 222 York Rd South Penrith NSW 2750  
LOT 316 DP 250516**

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services  
Customer Services