

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 94014967	NSW DAN:
vendor's agent	Southlands Estate Agents Shop 9 2 Birmingham Road SOUTH PENRITH NSW 2750		Phone: (02) 4721 1111 Fax: Ref:
co-agent			
vendor	Albert SINCLAIR 7 Huntingdale Street GLENMORE PARK NSW 2745		
vendor's solicitor	Wilsons Solicitors 51 Lemongrove Road PENRITH NSW 2750 PO Box 291, Penrith NSW 2751 DX 8021 Penrith		Phone: (02) 4731 5311 Fax: (02) 4731 2897 Ref: DW:CR:13209
date for completion	42 days after the contract date (clause 15)		Email: cathy@dw.legal
land	167 MAXWELL ST SOUTH PENRITH NSW 2750 (Address, plan details and title reference) LOT 426 IN DEPOSITED PLAN 241115 Folio Identifier 426/241115		
	☒ VACANT POSSESSION ☐ Subject to existing tenancies		
improvements	☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: Awning, deck, swimming pool		
attached copies	☒ documents in the List of Documents as marked or as 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	☒ blinds	☒ dishwasher	☒ light fittings	☒ stove
	☒ built-in wardrobes	☒ fixed floor coverings	☒ range hood	☒ pool equipment
	☒ clothes line	☒ insect screens	☐ solar panels	☒ TV antenna
	☒ curtains	☒ other: Ceiling fans, split system air conditioner, smoke alarms		

exclusions
purchaser

purchaser's solicitor

Phone:

Fax:

Ref:

price \$

deposit \$

balance \$

Email:

(10% of the price, unless otherwise stated)

contract date

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

buyer's agent

vendor

witness

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

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

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 an **GSTRW payment** (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 **RW rate** (residential withholding rate): \$

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

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

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

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

List of Documents

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

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:

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. 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 ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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 – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served 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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 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 –
 - 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 *depositholder* 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 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 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 attornment 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 –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* 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;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

<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 <i>party</i> 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*.
- 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*.

SPECIAL CONDITIONS
ANNEXED TO CONTRACT FOR THE SALE OF LAND

Vendor: Albert SINCLAIR

Purchaser:

Property: 167 Maxwell Street, South Penrith NSW 2750

1. INTERPRETATIONS

- 1.1 The terms of the printed form of Contract to which these additional conditions are annexed shall be read subject to the following:
- 1.1.1 if there is a conflict between these additional conditions and the printed form of Contract, then the additional conditions shall prevail;
 - 1.1.2 in the interpretation of these conditions, words importing the singular number or plural number shall include the plural number and singular number respectively and words importing gender shall include any other gender;
 - 1.1.3 the parties agree that should any provision be held to be contrary to the law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect; and
 - 1.1.4 any headings within these additional conditions are provided for ease of reference only.

2. AMENDMENTS TO PRINTED FORM OF CONTRACT

- 2.1 Clause 8.1.1 in the printed form shall be amended to "The Vendor is, on any grounds, unable or unwilling to comply with *requisitions*".
- 2.2 Clause 8.2.2 in the printed form is deleted in its entirety.
- 2.3 Clause 14.4.2 in the printed form is deleted in its entirety.
- 2.4 Clause 16.5 in the printed form shall be amended by removing the words "plus another 20% of that fee".
- 2.5 Clause 16.8 in the printed form shall be amended to "If the Vendor requires more than 7 settlement cheques, the Vendor must pay \$10.00 for each extra settlement cheque".

3. WARRANTY IN RESPECT OF AGENT

- 3.1 The Purchaser warrants to the Vendor that they were not introduced to the Vendor or the property by any other person or agent (if any) other than that disclosed on the front page of this Contract and indemnifies the Vendor against any claim for commission or compensation by any such other party and all costs and expenses incidental to defending such a claim. This clause shall not merge on completion.
- 3.2 The Vendor warrants that they do not have an agency agreement with any agent other than the agent shown on the Contract.

4. CONDITION AND STATE OF REPAIR

- 4.1 The Purchaser acknowledges that the property is being sold in its present condition and state of repair and subject to any infestation and dilapidation, and as a result of their own personal inspection. The Purchaser is satisfied as to same, and cannot make any requisition or claim, or delay completion or rescind the Contract because of the above. Further to this the Purchaser acknowledges that the furnishings and chattels referred to in the particulars in this Contract are purchased in their present condition subject to fair wear and tear and that they will not require the Vendor to do anything whatsoever in relation thereto.

5. RESCISSION DUE TO INCAPACITY OR DEATH

- 5.1 Without any manner limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been include herein should either party prior to completion die or become mentally ill then either party may rescind this agreement.

6. DELAY OF COMPLETION

- 6.1 In the event that settlement is cancelled due to the default of the Purchaser, or any of their related parties, the Purchaser shall allow to the Vendor an amount of \$150.00 for rescheduling settlement and associated agency fees via the settlement adjustment figures.
- 6.2 After the completion date, either party will be entitled to serve a Notice to Complete on the other party requiring completion of the Contract within fourteen (14) days from the date of service. Service of such notice within such time shall be deemed to be time of the essence. The parties agree that fourteen (14) days is reasonable and sufficient notice. The party issuing such a Notice to Complete shall be at liberty to withdraw the Notice without prejudicing their continuing right to give any further notice.
- 6.3 In the event that the Vendor is the party entitle to serve a Notice to Complete pursuant to the above clause, the Purchaser must pay as an adjustment on Completion the sum

of \$220.00 (inclusive of GST) representing agreed expenses incurred by the Vendor for the drafting, engrossing and serving a Notice to Complete upon the Purchaser.

- 6.4 It is agreed that in the event of completion not occurring by the due date for any reason not attributed to the Vendor, the Purchaser agrees to pay the Vendor interest on the balance of the purchase monies at the rate of 10% per annum calculated on a daily basis from the due date of completion to the date of actual completion. It is agreed that this rate represents a genuine estimate of the Vendors loss due to the delay in completion.

7. PURCHASER'S WARRANTIES & ACKNOWLEDGMENTS

- 7.1 Notwithstanding any other provision of this Contract if the deposit paid or agreed to be paid is less than ten percent (10%) of the purchase price, the Purchaser agrees that in the event of default by the Purchaser, the Vendor shall be entitled to claim liquidated damages equivalent to 10% of the purchase price.
- 7.2 The Purchaser warrants to the Vendor that no representation has been made about the property by the Vendor, their agent, or their representatives other than that disclosed in this Contract.
- 7.3 The Purchaser acknowledges that the title particulars provided in this Contract are sufficient particulars of title to enable the Vendor to prepare appropriate dealings and give effect to the Contract.
- 7.4 The Purchaser warrants that they do not require finance to purchase the property or that they have obtained approval for finance to purchase the property on terms reasonable to the Purchaser and they acknowledge that as a result of making this disclosure they cannot terminate this Contract pursuant to the Consumer Credit (New South Wales) Code.
- 7.5 The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* do not apply to the Purchaser or to this purchase. In the event of breach of this warranty, the Purchaser will indemnify the Vendor against any penalties, fines, legal costs, claims, loss or damage suffered thereby.

8. BUILDING CERTIFICATE

- 8.1 The Vendor does not hold a Building Certificate.
- 8.2 Subject to any legislation which cannot be excluded, the Purchaser acknowledges that this Contract is not conditional upon the issue by the Local Council of a Building Certificate and should the Purchasers apply for Building Certificate prior to, at the date of this Contract or after the date thereof, and the Council issues a notice, refuses to

issue a Certificate for any reason or informs the Purchaser of work to be done before the Certificate will be issued, the Purchaser shall not be entitled to rescind or terminate the Contract and shall not require the Vendor to comply with the notice, remedy the reason, or do the work, and such compliance, remedy or work shall be undertaken by the Purchaser at their expense.

9. DRAINAGE DIAGRAM

- 9.1 It is no way represented that a copy of the Drainage Diagram if annexed hereto necessarily discloses all the pipes and mains which may run through the property. The Purchaser shall make no objection, requisition or claim for compensation in respect thereof.

10. RELEASE OF DEPOSIT

- 10.1 Notwithstanding any other provision in this Contract, in the event that the Vendor prior to settlement requires a release of the deposit paid herein for any of the following reasons:

- 10.1.1 to pay the deposit for the purchase of another property;
- 10.1.2 to pay the stamp duty in relation to the purchase of another property;
- 10.1.3 to balance the balance of purchase monies for the purchase of any other property; or
- 10.1.4 to discharge part or all of the mortgage(s) on this property upon completion of this Contract;

then the Purchaser herein agrees to release so much of the deposit as is required by the Vendor on the request of the solicitor of the Vendor without delay, and the Purchaser herein authorises the stakeholder (if any) when requested by the Vendor's solicitor to release part or all of the deposit (without production of any further authority than a copy of this Special Condition). NO further authority or consent will be required from the Purchaser.

11. SOLICITOR/CONVEYANCER AUTHORITY

- 11.1 Each party hereto authorises its solicitor/conveyancer or any employee of that solicitor/conveyancer to make alterations to this contract including the addition of annexures after execution by that party and before the date of this contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexures so added shall form part of this contract as if same had been annexed at the time of execution.

12. POSSESSION OF PROPERTY PRIOR TO SETTLEMENT

- 12.1 The parties agree that should the Vendor allow the purchaser to occupy the property prior to completion and no rental fee is agreed in writing, then the amount shall be 0.1% of purchase price herein per week until completion and should completion not be effected in accordance with the completion date then this amount shall be increased to 0.2% of the price herein. The parties further agree that the Council and Water Rates shall be adjusted from the date of the Purchasers occupation.

13. SURVEY REPORT

- 13.1 The Vendor does not have a survey report and the Purchaser is not entitled to require the Vendor to:
- 13.1.1 apply for or do anything to obtain a survey report; or
 - 13.1.2 delay completion in order to obtain a survey report
- 13.2 Completion of this Contract is not conditional on the Vendor or the Purchaser obtaining a survey report.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 426/241115

SEARCH DATE	TIME	EDITION NO	DATE
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31/1/2022	2:01 PM	3	12/1/2022

LAND

LOT 426 IN DEPOSITED PLAN 241115
LOCAL GOVERNMENT AREA PENRITH
PARISH OF MULGOA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP241115

FIRST SCHEDULE

ALBERT SINCLAIR

(ND AR479225)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP236837 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 3 DP237522 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 4 DP239022 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 5 DP239299 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 6 DP241115 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

13209

PRINTED ON 31/1/2022

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

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

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day, 2nd May, 1990

M 326566

1931656

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

Plan: D.P. DP241115

Full name and address of
proprietor of the land.

PART I
Subdivision of Lot 308 in Deposited
Plan 240068 covered by Council
Clerk's Certificate No. 55/71.
LEND LEASE HOMES PTY. LIMITED
47 Macquarie Street,
Sydney.

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

Easement to drain water 6 feet wide.

Schedule of lots etc. affected.

Lots burdened.

Lots, name of road or Authority benefited.
433 Penrith City Council.

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

Restrictions as to user.

Schedule of lots etc. affected.

Lots burdened.

Lots, name of road or Authority benefited.

Each lot except
lot 434 Every other lot except lot 434.

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

Secretary



Director

Approved by Council

24/5/71

Sheet one of three

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

Plan: D.P.
DP241115

Subdivision of Lot 308 in Deposited Plan
240068 covered by Council Clerk's
Certificate No. 55/71.
(1) 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 or upon any building larger than 5' x 2' 6".

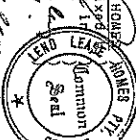
(2) That no building shall be erected on any lot with external
walls of materials other than brick, stone, concrete, glass,
aluminium, timber or fibre or any combination of the same,
provided that timber or fibre shall not be used in external
walls except as infill panels or gable infills in conjunction
with all or any of the other materials heretofore mentioned
and the proportion of timber or fibre 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 of
its external walls constructed of timber or other materials
with an external brick veneer or aluminium face.

NAME of person empowered to release, vary or modify restrictions
secondly referred to in above-mentioned plan.

Lend Lease Homes Pty. Limited until 31st. December 1991 and thereafter
the restriction as to user secondly referred to in the above-mentioned
plan shall lapse and be of no force or effect.

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

Secretary



Director

Approved by Council

24/5/71

Sheet three of three

10 20 30 40 50 60 70 Table of mm 110 120 130 140

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, 2nd May, 1990

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

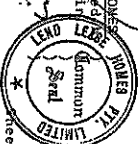
Plan: D.P. DP241115 Subdivision of Lot 308 in Deposited
Plan 240068 covered by Council Clerk's
Certificate No. 55/71.

PART 2

1. Terms of restrictions as to user, secondly referred to in
showmentioned 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 850 square feet.
- (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 ~~shown~~ 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 ~~shown~~ provided that
this clause shall not preclude the erection of brick or masonry
screen walls attaching to and forming part or extensions of any
such main building.
- (e) That any dividing fence erected ~~along~~ or within any of the
boundaries of the land hereby ~~shown~~ shall not exceed five
(5) feet in height nor shall be of any material other than
brick masonry or interlocking or welded chain or wire mesh
attached to steel posts.
- (f) That for the benefit of any adjoining land owned by Lend Lease
Homes Pty. Limited but only during the ownership thereof by
Lend Lease Homes Pty. Limited, its successors and assigns, other
than purchasers on sale of the land, there shall be a right to
divide the land hereby ~~shown~~ into lots without the consent of
Lend Lease Homes Pty. Limited but such right shall not be
withheld if such fence is erected without expense to Lend Lease
Homes Pty. Limited and in favour of any person dealing with
the transferee from Lend Lease Homes 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 erected or permitted to remain upon any lot
or 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.

THE COMMON SEAL OF LEND LEASE HOMES PTY. LIMITED
ANDY. LIMITED was hereunto affixed
in the presence of:
Secretary



Director

Approved by Council

24/5/71.

M 326566

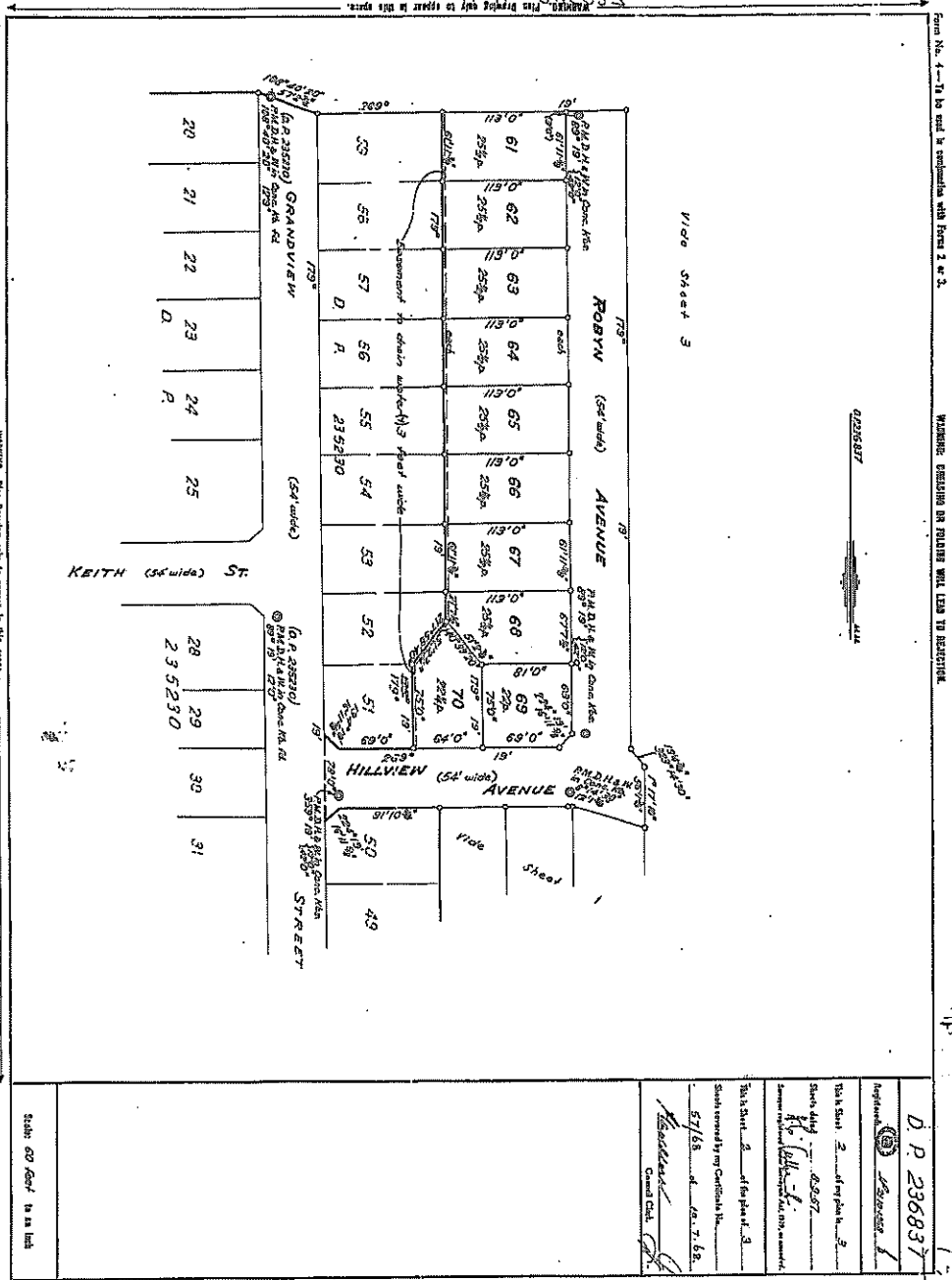
Instrument pursuant to Regulation 52D Conveyancing
Act Regulations, 1961, setting out the terms of
easements or restrictions as to user created by
registration of the within-mentioned Deposited Plan 241115

R. J. McEwen & Co.,
Law Stationers

[illegible]

WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION.

[illegible][illegible]



CONCRETE TALL ADDED IN COMPARISON TO CONCRETE WITHOUT TALL ADDED			DP BALAST 3R C/S	FEET INCHES	METRES
3	-	1	3	0.9143	
2	-	2	6	1.8286	
1	-	3	9	2.7429	
0	-	4	12	3.6572	
-1	1/2	5	15	4.5714	
-2	1 1/2	6	18	5.4857	
-3	2 1/2	7	21	6.3999	
-4	3 1/2	8	24	7.3142	
-5	4 1/2	9	27	8.2284	
-6	5 1/2	10	30	9.1427	
-7	6 1/2	11	33	10.0569	
-8	7 1/2	12	36	10.9711	
-9	8 1/2	13	39	11.8854	
-10	9 1/2	14	42	12.7996	
-11	10 1/2	15	45	13.7139	
-12	11 1/2	16	48	14.6281	
-13	12 1/2	17	51	15.5423	
-14	13 1/2	18	54	16.4565	
-15	14 1/2	19	57	17.3708	
-16	15 1/2	20	60	18.2850	
-17	16 1/2	21	63	19.1992	
-18	17 1/2	22	66	20.1135	
-19	18 1/2	23	69	21.0277	
-20	19 1/2	24	72	21.9419	
-21	20 1/2	25	75	22.8561	
-22	21 1/2	26	78	23.7704	
-23	22 1/2	27	81	24.6846	
-24	23 1/2	28	84	25.5988	
-25	24 1/2	29	87	26.5131	
-26	25 1/2	30	90	27.4273	
-27	26 1/2	31	93	28.3415	
-28	27 1/2	32	96	29.2558	
-29	28 1/2	33	99	30.1700	
-30	29 1/2	34	102	31.0842	
-31	30 1/2	35	105	32.0000	
-32	31 1/2	36	108	32.9142	
-33	32 1/2	37	111	33.8284	
-34	33 1/2	38	114	34.7427	
-35	34 1/2	39	117	35.6569	
-36	35 1/2	40	120	36.5711	
-37	36 1/2	41	123	37.4854	
-38	37 1/2	42	126	38.3996	
-39	38 1/2	43	129	39.3139	
-40	39 1/2	44	132	40.2281	
-41	40 1/2	45	135	41.1423	
-42	41 1/2	46	138	42.0565	
-43	42 1/2	47	141	42.9708	
-44	43 1/2	48	144	43.8850	
-45	44 1/2	49	147	44.7992	
-46	45 1/2	50	150	45.7135	
-47	46 1/2	51	153	46.6277	
-48	47 1/2	52	156	47.5419	
-49	48 1/2	53	159	48.4561	
-50	49 1/2	54	162	49.3704	
-51	50 1/2	55	165	50.2846	
-52	51 1/2	56	168	51.1988	
-53	52 1/2	57	171	52.1131	
-54	53 1/2	58	174	53.0273	
-55	54 1/2	59	177	53.9415	
-56	55 1/2	60	180	54.8558	
-57	56 1/2	61	183	55.7700	
-58	57 1/2	62	186	56.6842	
-59	58 1/2	63	189	57.5984	
-60	59 1/2	64	192	58.5127	
-61	60 1/2	65	195	59.4269	
-62	61 1/2	66	198	60.3411	
-63	62 1/2	67	201	61.2554	
-64	63 1/2	68	204	62.1696	
-65	64 1/2	69	207	63.0838	
-66	65 1/2	70	210	64.0000	
-67	66 1/2	71	213	64.9142	
-68	67 1/2	72	216	65.8284	
-69					

CONVERSION TABLE ADDED IN RESIDUAL GROSS PAYMENTS		
PT 246437	SH 3/5	
FEET	INCHES	METERS
0	0 1/2	0.213
1	1 1/2	0.413
2	2 1/2	0.613
3	3 1/2	0.813
4	4 1/2	1.013
5	5 1/2	1.213
6	6 1/2	1.413
7	7 1/2	1.613
8	8 1/2	1.813
9	9 1/2	2.013
10	10 1/2	2.213
11	11 1/2	2.413
12	12 1/2	2.613
13	13 1/2	2.813
14	14 1/2	3.013
15	15 1/2	3.213
16	16 1/2	3.413
17	17 1/2	3.613
18	18 1/2	3.813
19	19 1/2	4.013
20	20 1/2	4.213
21	21 1/2	4.413
22	22 1/2	4.613
23	23 1/2	4.813
24	24 1/2	5.013
25	25 1/2	5.213
26	26 1/2	5.413
27	27 1/2	5.613
28	28 1/2	5.813
29	29 1/2	6.013
30	30 1/2	6.213
31	31 1/2	6.413
32	32 1/2	6.613
33	33 1/2	6.813
34	34 1/2	7.013
35	35 1/2	7.213
36	36 1/2	7.413
37	37 1/2	7.613
38	38 1/2	7.813
39	39 1/2	8.013
40	40 1/2	8.213
41	41 1/2	8.413
42	42 1/2	8.613
43	43 1/2	8.813
44	44 1/2	9.013
45	45 1/2	9.213
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78	78 1/2	15.813
79	79 1/2	16.013
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98	98 1/2	19.813
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100	100 1/2	20.213
101	101 1/2	20.413
102	102 1/2	20.613
103	103 1/2	

L* 221615

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 883 OF THE CONVEYANCING ACT.

1919.

PART 1.

Plan: DP236837

Subdivision covered by Council Clerk's
Certificate No. 57/68

Full name and address
of proprietor of the
land.

Lend Lease Homes Pty Limited
47-53 Macquarie Street
Sydney 2000

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

Encasement to drain water 3 ft. wide.

Schedule of Lots e/c. affected.

<u>Lots burdened</u>	<u>Lots, name or road, or Authority, benefited.</u>
75.	71, 72, 73, 95
72.	71, 73, 95
73.	95
70.	95, 61, 62, 63, 64, 65, 66, 67, 68
68.	95, 61, 62, 63, 64, 65, 66, 67
67.	95, 61, 62, 63, 64, 65, 66
66.	95, 61, 62, 63, 64, 65
65.	95, 61, 62, 63, 64
y 64.	x 95, 61, 62, 63
63.	95, 61, 62
62.	95, 61
61.	95

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

Restrictions as to fencing.

Schedule of lots etc. affected.

<u>Lots burdened</u>	<u>Lots, name or road, or Authority benefited.</u>
Each lot except Lot 95	Each other lot except Lot 95.

PART 2.

2. Terms of restrictions as to forcing secondly referred to in above-mentioned plan:

No paling fences are to be erected along street frontages.

Approved by Council

26th July, 1968.

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

Secretary



Director

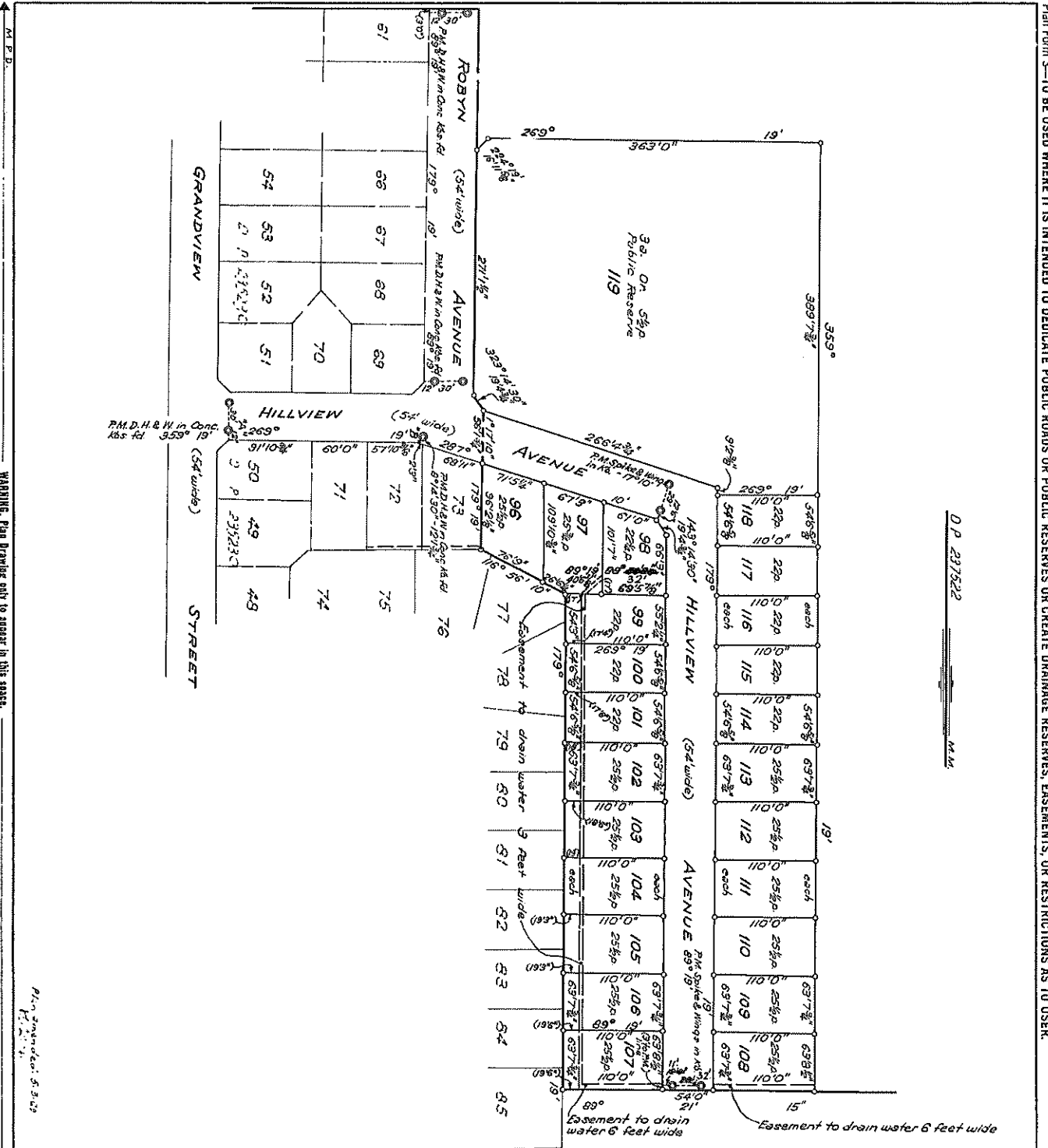
AMENDMENTS AND/OR ADDITIONS MADE ON
PLAN IN THE LAND TITLES OFFICE.

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 7th May, 1986



Plan Form 3—TO BE USED WHERE IT IS INTENDED TO DEDICATE PUBLIC ROADS OR PUBLIC RESERVES OR CREATE DRAINAGE RESERVES, EASEMENTS, OR RESTRICTIONS AS TO USER.

* OFFICE USE ONLY.



D P 237522	
Registered: 12-3-1969	CA. No. 117/68 of 12-12-68
Title System: Torrens	Purpose: Subdivision
Ref. Map: CCC 340	Lot Plan: D P 236837
PLAN OF Subdivision of Lot 95 in Dep. Plan No. 236837 being whole of land in Cert. of Title Vol. 1026 Fol. 185	
Scale: 80 feet to an inch	City: Penrith
Locality: Penrith	Parish: Mulgoe
County: Cumberland	This is sheet 1 of my plan in 2 sheets
1. Anthony Clark Gilbert	
A 1932 Pacific Highway, Roseville	
a survey registered under the Survey Act, 1920, as amended, being with the survey represented in this plan and being the whole of the land in the Survey Precinct Register, 1921, and on compiled as 1	
12-7-68	
It is intended to dedicate Hillview Avenue extension 54 feet wide together with open corner to the Public for road purposes. It is intended to dedicate Lot 119 as a Public Reserve. Pursuant to Section 68B of the Conveyancing Act as amended it is intended to create:-	
1. Restrictions as to fencing 6 feet wide.	
2. Easements to drain water 6 feet wide.	
3. Easements to drain water 6 feet wide.	
Instrument filed as L559513	
SURVEYOR'S REFERENCE.	

DP237522

SIGNATURES AND SEALS ONLY.

THE COMMON SEAL OF THE REGISTRAR GENERAL'S DEPARTMENT

SECRETARY

DIRECTOR

117/68

1000

WARNING: BREACHING OR FOLDING WILL LEAD TO REJECTION.

Y 0 2 5 A 2 A

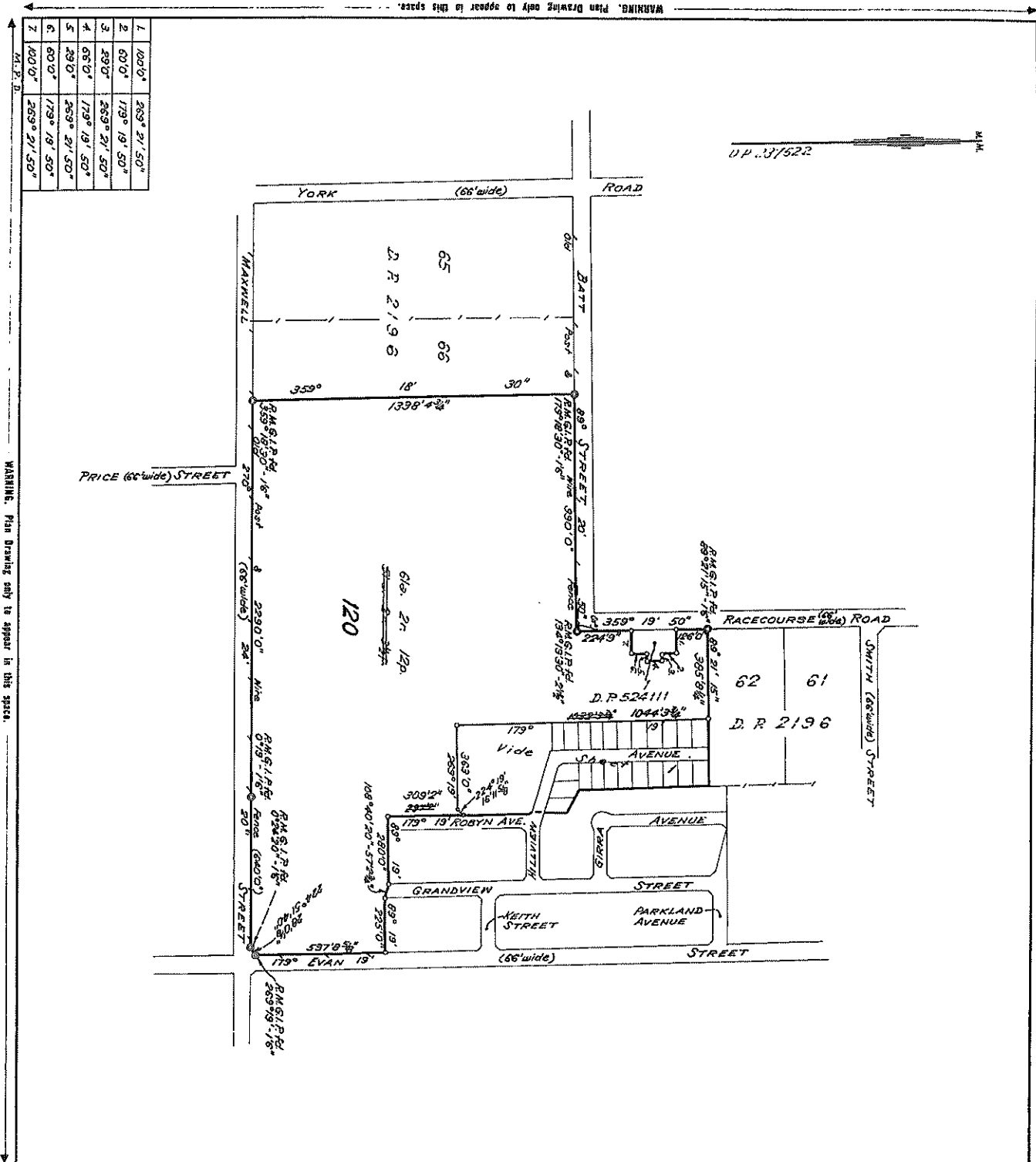
CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 237522 SM 1/2

FEET INCHES	METRES
1 3	0.381
2 3	0.486
3 3	0.762
4 3	0.914
5 3	1.029
6 3	1.029
7 1 1/2	2.112
8 3	2.037
9 2 3/8	2.037
10 2 1/2	2.037
11 3	3.048
12 1 3/4	3.702
13 3	3.410
14 3	3.410
15 11 5/8	3.172
16 3	3.172
17 4	3.283
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417 3 3/4	3.791
418 3 3/4	3.791
419 3 3/4	3.791
420 3 3/4	3.791
421 3 3/4	3.791

Form No. 4 - To be used in conjunction with Forms 2 or 3.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



1	100'0"	263° 21' 50"
2	60'0"	179° 19' 50"
3	29'0"	263° 21' 50"
4	66'0"	179° 19' 50"
5	29'0"	263° 21' 50"
6	60'0"	179° 19' 50"
7	100'0"	263° 21' 50"

WARNING: Plan Drawing only to appear in this space.

D.P. 237522	
Registered: 12-3-1969	
This is Sheet 2 of my plan in 2	
Sheet dated 12-7-68	
Survey registered under Transfer Act 1975 as amended.	
This is Sheet 2 of the plan of 2	
Sheets covered by my Certificate No.	
117/68. at 12.12.68.	
M. J. O'Connell	
Council Clerk	
Scale: 300 feet to an inch	

L359913

11/13/26

L359913

For the Registrar-General

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

Plan: DP237522

Full name and address
of proprietor of the
land.
Lend Lease Homes Pty. Limited
47 Macquarie Street, Sydney.

1. Identity of easement
or restriction firstly
referred to in above-
mentioned plan:
Restrictions as to fencing

2. Identity of easement
or restriction secondly
referred to in above-
mentioned plan:
Easement to drain water 3 ft. wide.

3. Identity of easement
or restriction thirdly
referred to in above-
mentioned plan:
Easement to drain water 6 ft. wide

Schedule of lots etc. affected.

lots burdened.	lots, name of road, or Authority, benefited.
107	97,98,99,100,101,102,103,104,105,106
106	97,98,99,100,101,102,103,104,105
105	97,98,99,100,101,102,103,104,105
104	97,98,99,100,101,102,103,104,105
103	97,98,99,100,101,102,103,104,105
102	97,98,99,100,101,102,103,104,105
101	97,98,99,100,101,102,103,104,105
100	97,98,99,100,101,102,103,104,105
99	97,98,99,100,101,102,103,104,105
98	97,98,99,100,101,102,103,104,105
97	97,98,99,100,101,102,103,104,105

4. Identity of easement
or restriction fourthly
referred to in above-
mentioned plan:
Easement to drain water 6 ft. wide

Schedule of lots etc. affected.

lots burdened.	lots, name of road, or Authority, benefited.
107	Penrith City Council
108	Penrith City Council, lot 120.

5. Terms of easements as to fencing firstly referred to in above-
mentioned plan.
No paling fences are to be erected along street frontages.

Approved by Council
12/12/66.

THE COMMON SEAL OF LEND LEASE HOMES
Pty. Limited was hereunto affixed by
the authority of the Directors in
the presence of:
.....Secretary.....



Instrument pursuant to Regulation 520 Conveyancing
Act Regulation, 1961, setting out the terms of
easements or restrictions as to user created by
operation of a within-shown Deposited Plan
D.P. 237522

Form No. 4 - To be used in conjunction with Form 2 or 3.

WARNING: SECTION ON ROAD IS WELL LEAN TO SECTION.

WARNING: Plan drawing only to appear in this book.

WARNING: Plan drawing only to appear in this book.

209

488.2n.22p.

D. P. 2136

MAXWELL ST.

RACECOURSE RD.

ROBYN AVE.

VIDE AVE.

Public Reserve

D. P. 237522

D. P. 239022

Scale: 200 feet to an inch

ALTERATIONS ON THESE SHEETS MADE BY ME ON 23-2-70

John Wilson

D. P. 239022

This is Sheet 2 of my plan No. 2

Sketch dated 22-10-68

Survey completed and approved 14/1/70 as recorded

Sketch covered by my Certificate No. 1310

of 14.1.70.

Macdonald

Council Clerk

D. P. 239022

This is Sheet 2 of my plan No. 2

Sketch dated 22-10-68

Survey completed and approved 14/1/70 as recorded

Sketch covered by my Certificate No. 1310

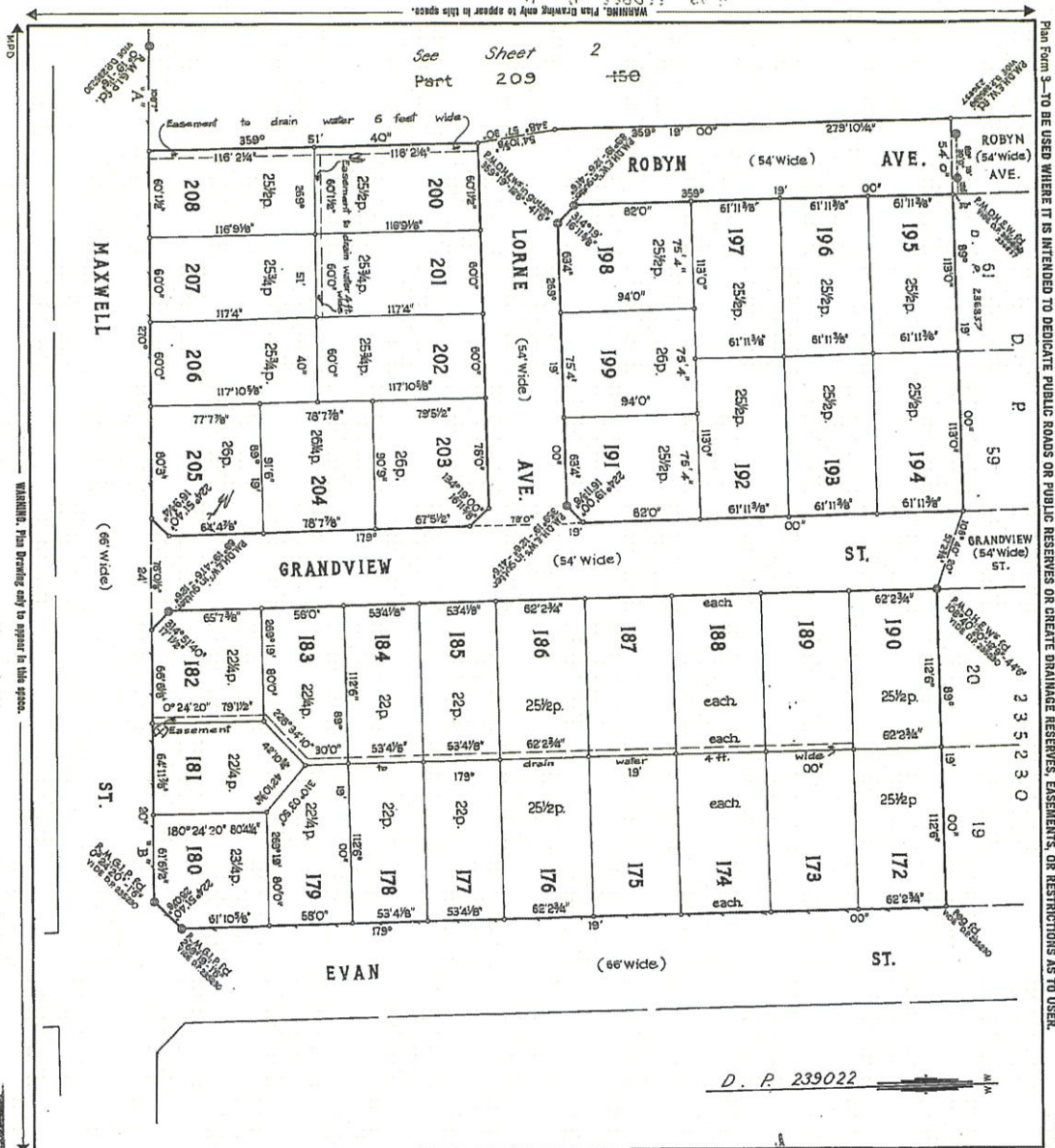
of 14.1.70.

Macdonald

Council Clerk

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

PEAK INCHES		METRES	
16	1 5/8	4.27	
25	2	5.08	
34	2 1/4	6.10	
44	3	7.62	
54	3 1/2	9.14	
64	4	10.67	
74	4 1/2	11.83	
84	5	12.80	
94	5 1/2	14.02	
104	6	15.24	
114	6 1/2	16.26	
124	7	17.78	
134	7 1/2	19.30	
144	8	20.32	
154	8 1/2	21.60	
164	9	22.86	
174	9 1/2	24.11	
184	10	25.39	
194	10 1/2	26.67	
204	11	27.94	
214	11 1/2	29.27	
224	12	30.48	
234	12 1/2	31.75	
244	13	33.02	
254	13 1/2	34.29	
264	14	35.56	
274	14 1/2	36.83	
284	15	38.10	
294	15 1/2	39.37	
304	16	40.64	
314	16 1/2	41.91	
324	17	43.18	
334	17 1/2	44.45	
344	18	45.72	
354	18 1/2	46.99	
364	19	48.26	
374	19 1/2	49.53	
384	20	50.80	
394	20 1/2	52.07	
404	21	53.34	
414	21 1/2	54.61	
424	22	55.88	
434	22 1/2	57.15	
444	23	58.42	
454	23 1/2	59.69	
464	24	60.96	
474	24 1/2	62.23	
484	25	63.50	
494	25 1/2	64.77	
504	26	66.04	
514	26 1/2	67.31	
524	27	68.58	
534	27 1/2	69.85	
544	28	71.12	
554	28 1/2	72.39	
564	29	73.66	
574	29 1/2	74.93	
584	30	76.20	
594	30 1/2	77.47	
604	31	78.74	
614	31 1/2	80.01	
624	32	81.28	
634	32 1/2	82.55	
644	33	83.82	
654	33 1/2	85.09	
664	34	86.36	
674	34 1/2	87.63	
684	35	88.90	
694	35 1/2	90.17	
704	36	91.44	
714	36 1/2	92.71	
724	37	93.98	
734	37 1/2	95.25	
744	38	96.52	
754	38 1/2	97.79	
764	39	99.06	
774	39 1/2	100.33	
784	40	101.60	
794	40 1/2	102.87	
804	41	104.14	
814	41 1/2	105.41	
824	42	106.68	
834	42 1/2	107.95	
844	43	109.22	
854	43 1/2	110.49	
864	44	111.76	
874	44 1/2	113.03	
884	45	114.30	
894	45 1/2	115.57	
904	46	116.84	
914	46 1/2	118.11	
924	47	119.38	
934	47 1/2	120.65	
944	48	121.92	
954	48 1/2	123.19	
964	49	124.46	
974	49 1/2	125.73	



AMENDMENT OF LUTHERAN WITNESS OF TEST
IN EXISTING GENERAL'S OFFICE.

1. Bruce Richard Davies, Registrar General for New South Wales, certify that this map is a true and correct copy of the original as deposited in the Registrar General's Office on 14/1/1970.

D. P. 239022

Register of Land 1970-1971
C.L. No 2177 of 14/1/1970
This system: **Forrens**
Proposed: **Subdivision**
Ref. Map: **C.C.C. 340**
Lot Plan: **D. P. 238100**

PLAN OF
SUBDIVISION OF LOT 150
D.P. 238100

Scale: 50 feet to an inch

Lot: **150**
City: **PENRITH**
Locality: **PENRITH**
Parish: **MULGOA**
County: **CUMBERLAND**

John Joseph, Volunter of...
RESOLUTION TO SUBDIVIDE...
I, **John Joseph, Volunter of...**, do hereby certify that the above is a true and correct copy of the original as deposited in the Registrar General's Office on 14/1/1970.

CONVEYANCE AND EASES ONLY.

THE COMMON SEAL OF THE REGISTRAR GENERAL FOR NEW SOUTH WALES

13/70

1

CONVERSION TABLE	FEET INCHES	METRES
1	6	0.497
2	6	1.219
3	6	1.463
4	6	1.829
5	6	2.134
6	6	2.438
7	6	2.742
8	6	3.046
9	6	3.350
10	6	3.654
11	6	3.958
12	6	4.262
13	6	4.566
14	6	4.870
15	6	5.174
16	6	5.478
17	6	5.782
18	6	6.086
19	6	6.390
20	6	6.694
21	6	7.000
22	6	7.304
23	6	7.608
24	6	7.912
25	6	8.216
26	6	8.520
27	6	8.824
28	6	9.128
29	6	9.432
30	6	9.736
31	6	10.040
32	6	10.344
33	6	10.648
34	6	10.952
35	6	11.256
36	6	11.560
37	6	11.864
38	6	12.168
39	6	12.472
40	6	12.776
41	6	13.080
42	6	13.384
43	6	13.688
44	6	13.992
45	6	14.296
46	6	14.600
47	6	14.904
48	6	15.208
49	6	15.512
50	6	15.816
51	6	16.120
52	6	16.424
53	6	16.728
54	6	17.032
55	6	17.336
56	6	17.640
57	6	17.944
58	6	18.248
59	6	18.552
60	6	18.856
61	6	19.160
62	6	19.464
63	6	19.768
64	6	20.072
65	6	20.376
66	6	20.680
67	6	20.984
68	6	21.288
69	6	21.592
70	6	21.896
71	6	22.200
72	6	22.504
73	6	22.808
74	6	23.112
75	6	23.416
76	6	23.720
77	6	24.024
78	6	24.328
79	6	24.632
80	6	24.936
81	6	25.240
82	6	25.544
83	6	25.848
84	6	26.152
85	6	26.456
86	6	26.760
87	6	27.064
88	6	27.368
89	6	27.672
90	6	27.976
91	6	28.280
92	6	28.584
93	6	28.888
94	6	29.192
95	6	29.496
96	6	29.800
97	6	30.104
98	6	30.408
99	6	30.712
100	6	31.016
101	6	31.320
102	6	31.624
103	6	31.928
104	6	32.232
105	6	32.536
106	6	32.840
107	6	33.144
108	6	33.448
109	6	33.752
110	6	34.056
111	6	34.360
112	6	34.664
113	6	34.968
114	6	35.272
115	6	35.576
116	6	35.880
117	6	36.184
118	6	36.488
119	6	36.792
120	6	37.096
121	6	37.400
122	6	37.704
123	6	38.008
124	6	38.312
125	6	38.616
126	6	38.920
127	6	39.224
128	6	39.528
129	6	39.832
130	6	40.136
131	6	40.440
132	6	40.744
133	6	41.048
134	6	41.352
135	6	41.656
136	6	41.960
137	6	42.264
138	6	42.568
139	6	42.872
140	6	43.176
141	6	43.480
142	6	43.784
143	6	44.088
144	6	44.392
145	6	44.696
146	6	45.000
147	6	45.304
148	6	45.608
149	6	45.912
150	6	46.216
151	6	46.520
152	6	46.824
153	6	47.128
154	6	47.432
155	6	47.736
156	6	48.040
157	6	48.344
158	6	48.648
159	6	48.952
160	6	49.256
161	6	49.560
162	6	49.864
163	6	50.168
164	6	50.472
165	6	50.776
166	6	51.080
167	6	51.384
168	6	51.688
169	6	51.992
170	6	52.296
171	6	52.600
172	6	52.904
173	6	53.208
174	6	53.512
175	6	53.816
176	6	54.120
177	6	54.424
178	6	54.728
179	6	55.032
180	6	55.336
181	6	55.640
182	6	55.944
183	6	56.248
184	6	56.552
185	6	56.856
186	6	57.160
187	6	57.464
188	6	57.768
189	6	58.072
190	6	58.376
191	6	58.680
192	6	58.984
193	6	59.288
194	6	59.592
195	6	59.896
196	6	60.200
197	6	60.504
198	6	60.808
199	6	61.112
200	6	61.416
201	6	61.720
202	6	62.024
203	6	62.328
204	6	62.632
205	6	62.936
206	6	63.240
207	6	63.544
208	6	63.848

LEGEND

SYMBOL	DESCRIPTION
1	Subdivision
2	Penrith
3	Mulgoa
4	Cumberland
5	Penrith
6	Mulgoa
7	Cumberland
8	Penrith
9	Mulgoa
10	Cumberland

NOTES

1. The subdivision is shown on the map of the Penrith, Mulgoa, and Cumberland roads, and is shown on the map of the Penrith, Mulgoa, and Cumberland roads.
2. The subdivision is shown on the map of the Penrith, Mulgoa, and Cumberland roads, and is shown on the map of the Penrith, Mulgoa, and Cumberland roads.
3. The subdivision is shown on the map of the Penrith, Mulgoa, and Cumberland roads, and is shown on the map of the Penrith, Mulgoa, and Cumberland roads.
4. The subdivision is shown on the map of the Penrith, Mulgoa, and Cumberland roads, and is shown on the map of the Penrith, Mulgoa, and Cumberland roads.
5. The subdivision is shown on the map of the Penrith, Mulgoa, and Cumberland roads, and is shown on the map of the Penrith, Mulgoa, and Cumberland roads.
6. The subdivision is shown on the map of the Penrith, Mulgoa, and Cumberland roads, and is shown on the map of the Penrith, Mulgoa, and Cumberland roads.
7. The subdivision is shown on the map of the Penrith, Mulgoa, and Cumberland roads, and is shown on the map of the Penrith, Mulgoa, and Cumberland roads.
8. The subdivision is shown on the map of the Penrith, Mulgoa, and Cumberland roads, and is shown on the map of the Penrith, Mulgoa, and Cumberland roads.
9. The subdivision is shown on the map of the Penrith, Mulgoa, and Cumberland roads, and is shown on the map of the Penrith, Mulgoa, and Cumberland roads.
10. The subdivision is shown on the map of the Penrith, Mulgoa, and Cumberland roads, and is shown on the map of the Penrith, Mulgoa, and Cumberland roads.

CONVERSION TABLE			CONVERSION TABLE		
FROM INCHES TO METERS			FROM METERS TO INCHES		
INCHES	METERS	INCHES	METERS	INCHES	METERS
1	0.0254	1	0.0254	1	0.0254
2	0.0508	2	0.0508	2	0.0508
3	0.0762	3	0.0762	3	0.0762
4	0.1016	4	0.1016	4	0.1016
5	0.1270	5	0.1270	5	0.1270
6	0.1524	6	0.1524	6	0.1524
7	0.1778	7	0.1778	7	0.1778
8	0.2032	8	0.2032	8	0.2032
9	0.2286	9	0.2286	9	0.2286
10	0.2540	10	0.2540	10	0.2540
11	0.2794	11	0.2794	11	0.2794
12	0.3048	12	0.3048	12	0.3048
13	0.3302	13	0.3302	13	0.3302
14	0.3556	14	0.3556	14	0.3556
15	0.3810	15	0.3810	15	0.3810
16	0.4064	16	0.4064	16	0.4064
17	0.4318	17	0.4318	17	0.4318
18	0.4572	18	0.4572	18	0.4572
19	0.4826	19	0.4826	19	0.4826
20	0.5080	20	0.5080	20	0.5080
21	0.5334	21	0.5334	21	0.5334
22	0.5588	22	0.5588	22	0.5588
23	0.5842	23	0.5842	23	0.5842
24	0.6096	24	0.6096	24	0.6096
25	0.6350	25	0.6350	25	0.6350
26	0.6604	26	0.6604	26	0.6604
27	0.6858	27	0.6858	27	0.6858
28	0.7112	28	0.7112	28	0.7112
29	0.7366	29	0.7366	29	0.7366
30	0.7620	30	0.7620	30	0.7620
31	0.7874	31	0.7874	31	0.7874
32	0.8128	32	0.8128	32	0.8128
33	0.8382	33	0.8382	33	0.8382
34	0.8636	34	0.8636	34	0.8636
35	0.8890	35	0.8890	35	0.8890
36	0.9144	36	0.9144	36	0.9144
37	0.9398	37	0.9398	37	0.9398
38	0.9652	38	0.9652	38	0.9652
39	0.9906	39	0.9906	39	0.9906
40	1.0160	40	1.0160	40	1.0160
41	1.0414	41	1.0414	41	1.0414
42	1.0668	42	1.0668	42	1.0668
43	1.0922	43	1.0922	43	1.0922
44	1.1176	44	1.1176	44	1.1176
45	1.1430	45	1.1430	45	1.1430
46	1.1684	46	1.1684	46	1.1684
47	1.1938	47	1.1938	47	1.1938
48	1.2192	48	1.2192	48	1.2192
49	1.2446	49	1.2446	49	1.2446
50	1.2700	50	1.2700	50	1.2700
51	1.2954	51	1.2954	51	1.2954
52	1.3208	52	1.3208	52	1.3208
53	1.3462	53	1.3462	53	1.3462
54	1.3716	54	1.3716	54	1.3716
55	1.3970	55	1.3970	55	1.3970
56	1.4224	56	1.4224	56	1.4224
57	1.4478	57	1.4478	57	1.4478
58	1.4732	58	1.4732	58	1.4732
59	1.4986	59	1.4986	59	1.4986
60	1.5240	60	1.5240	60	1.5240
61	1.5494	61	1.5494	61	1.5494
62	1.5748	62	1.5748	62	1.5748
63	1.6002	63	1.6002	63	1.6002
64	1.6256	64	1.6256	64	1.6256
65	1.6510	65	1.6510	65	1

1. Reverend Richard Wright, Baptism, General for New South Wales, actually
deceased in my custody (his 28th day of July), 1927

Reverend

[illegible]

AMENDMENTS AND/OR ADDITIONS MADE ON											
PLAN IN THE LAND TITLES OFFICE											
10	20	30	40	50	60	70	Table of mm	110	120	130	140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 20th April, 1990

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

PART 1

PLAN:
DP239299
Subdivision of Lot 209 in Deposited Plan
239922 covered by Council Clerk's
Certificate No. 49/70

Full name and address of
Proprietor of the land.
LEND LEASE HOMES PTY. LIMITED
47 Macquarie Street,
Sydney.

1. Identity of easement
or restriction
firstly referred to
in above-mentioned
plan.
Easement to drain water 4 feet wide.

Schedule of lots, etc. affected

Lots burdened	Lots, name of road or Authority, benefited.
258, 259, 262, 261, 260, 249, 248, 247	259, 260, 261, 262, 249, 248, 247
254, 253, 252, 251, 250, 249, 248, 247	254, 253, 252, 251, 250, 249, 248, 247
252, 251, 250, 249, 248, 247	252, 251, 250, 249, 248, 247
251, 250, 249, 248, 247	251, 250, 249, 248, 247
250, 249, 248, 247	250, 249, 248, 247
249, 248, 247	249, 248, 247
248, 247	248, 247
247	247
246, 245, 244, 243, 242, 241, 240, 239, 238, 237, 236, 235, 234, 233, 232, 231, 230, 229, 228, 227, 226, 225, 224, 223, 222, 221, 220, 219, 218, 217, 216, 215, 214, 213, 212, 211, 210, 209, 208, 207, 206, 205, 204, 203, 202, 201, 200, 199, 198, 197, 196, 195, 194, 193, 192, 191, 190, 189, 188, 187, 186, 185, 184, 183, 182, 181, 180, 179, 178, 177, 176, 175, 174, 173, 172, 171, 170, 169, 168, 167, 166, 165, 164, 163, 162, 161, 160, 159, 158, 157, 156, 155, 154, 153, 152, 151, 150, 149, 148, 147, 146, 145, 144, 143, 142, 141, 140, 139, 138, 137, 136, 135, 134, 133, 132, 131, 130, 129, 128, 127, 126, 125, 124, 123, 122, 121, 120, 119, 118, 117, 116, 115, 114, 113, 112, 111, 110, 109, 108, 107, 106, 105, 104, 103, 102, 101, 100, 99, 98, 97, 96, 95, 94, 93, 92, 91, 90, 89, 88, 87, 86, 85, 84, 83, 82, 81, 80, 79, 78, 77, 76, 75, 74, 73, 72, 71, 70, 69, 68, 67, 66, 65, 64, 63, 62, 61, 60, 59, 58, 57, 56, 55, 54, 53, 52, 51, 50, 49, 48, 47, 46, 45, 44, 43, 42, 41, 40, 39, 38, 37, 36, 35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1	246, 245, 244, 243, 242, 241, 240, 239, 238, 237, 236, 235, 234, 233, 232, 231, 230, 229, 228, 227, 226, 225, 224, 223, 222, 221, 220, 219, 218, 217, 216, 215, 214, 213, 212, 211, 210, 209, 208, 207, 206, 205, 204, 203, 202, 201, 200, 199, 198, 197, 196, 195, 194, 193, 192, 191, 190, 189, 188, 187, 186, 185, 184, 183, 182, 181, 180, 179, 178, 177, 176, 175, 174, 173, 172, 171, 170, 169, 168, 167, 166, 165, 164, 163, 162, 161, 160, 159, 158, 157, 156, 155, 154, 153, 152, 151, 150, 149, 148, 147, 146, 145, 144, 143, 142, 141, 140, 139, 138, 137, 136, 135, 134, 133, 132, 131, 130, 129, 128, 127, 126, 125, 124, 123, 122, 121, 120, 119, 118, 117, 116, 115, 114, 113, 112, 111, 110, 109, 108, 107, 106, 105, 104, 103, 102, 101, 100, 99, 98, 97, 96, 95, 94, 93, 92, 91, 90, 89, 88, 87, 86, 85, 84, 83, 82, 81, 80, 79, 78, 77, 76, 75, 74, 73, 72, 71, 70, 69, 68, 67, 66, 65, 64, 63, 62, 61, 60, 59, 58, 57, 56, 55, 54, 53, 52, 51, 50, 49, 48, 47, 46, 45, 44, 43, 42, 41, 40, 39, 38, 37, 36, 35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1

2. Identity of easement
or restriction secondly
referred to in above-
mentioned plan.
Easement to drain water 6 feet wide.

Schedule of lots, etc. affected

Lots burdened
224
Lots, name of road or Authority benefited
Penrith City Council

THE COMMON SEAL OF LEND LEASE HOMES
PTY LIMITED was hereunto affixed by
the authority of the Directors in
the presence of:
Secretary
Director



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

Plan
DP239299
Subdivision of Lot 209 in Deposited Plan
239922 covered by Council Clerk's
Certificate No. 49/70

(1) That for the benefit of any adjoining land owned by Lend Lease Homes Pty Limited but only during the ownership thereof by Lend Lease Homes 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 Homes Pty Limited but such consent shall not be withheld if such fence is erected without expense to Lend Lease Homes Pty Limited and in favour of any person dealing with the transferee from Lend Lease Homes Pty Limited such consent shall be deemed to have been given in respect of every such fence for the time being erected.

(2) That no building erected or permitted to remain upon any lot or 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.

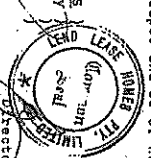
(3) That no advertisement hoarding sign or similar structure or advertising sign or notice shall be erected or be permitted to be erected or to remain upon any lot or upon any building erected upon any lot other than a "For Sale" or builder's sign no larger than 3 x 2' 3".

(4) That no building shall be erected on any lot with external walls of materials other than brick, stone, concrete, glass aluminium, timber or fibre or any combination of the same provided that timber or fibre shall not be used in external walls except as infill panels or gable infills in conjunction with all or any of the other materials hereinafore mentioned and the proportion of timber or fibre 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 of its external walls constructed of timber or other materials with an external brick veneer or aluminium face.

NAME of GARRON, approved to release, view or modify restrictions secondly referred to in above-mentioned plan.

Lend Lease Homes Pty Limited until 31st December, 1990 and thereafter the restriction as to user secondly referred to in the above-mentioned plan shall lapse and be of no force or effect.

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



Approved by Council
Secretary
Director

Sheet three of three.

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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, 20th April, 1990													

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

Plan:
DP239299
Subdivision of lot 209 in Deposited Plan
239022 covered by Council Clerk's
Certificate No. 49/70.

3. Identity of easement
or restrictions thereby
referred to in above-
mentioned plan:

Schedule of lots, etc. affected	
Lots burdened	Lots, name of road or Authority benefited
Each lot except Lot 268	Each other lot except lot 268

PART 2

1. Terms of restrictions as to user secondly referred to in above-
mentioned 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 850 square feet.
- (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.
- (d) That no fence shall be erected or permitted to remain along the front boundary of the land hereby transferred 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 hereby transferred provided that this clause shall not preclude the erection of brick or masonry screen walls attaching to and forming part or extension of any such main building.
- (e) That any dividing fence erected along or within any of the boundaries of the land hereby transferred shall not exceed five (5) feet in height nor shall be of any material other than brick masonry or interlocking or welded chain or wire mesh attached to steel posts.

THE COMMON SEAL OF LEND LEASE HOMES
PTY LIMITED was hereto affixed by
the authority of the Director in
the presence of



Secretary

Approved by Council

15/6/70

Sheet two of three

1971991

Instrument pursuant to Regulation 82D Conveyancing Act
Regulation, 1961, setting out the terms of easements or
restrictions as to user created by registration of the
within-mentioned Deposited Plan, 239299



Ind. 21/6/1967

M. J. Elliott

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 412262
Your Reference:
Contact No.

Issue Date: 02 February 2022
Certificate No: 22/00455

Issued to: Mr D Wilson
51 Lemongrove Road
PENRITH NSW 2750

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND Parish: MULGOA

Location: 167 Maxwell Street SOUTH PENRITH NSW 2750
Land Description: Lot 426 DP 241115

- 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.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.

State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.

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

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 (State and Regional Development) 2011.
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.
State Environmental Planning Policy (Educational 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.
State Environmental Planning Policy (Housing) 2021.

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 (Cumberland Plain Conservation) applies to the land.

Draft State Environmental Planning Policy (Educational Establishments and Child Care Centre Facilities) 2017 applies to the land.

Draft State Environmental Planning Policy (Design and Place) 2021 applies to the land.

Draft State Environmental Planning Policy (Primary Production and Rural Development) 2019 applies to the land.

Draft State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 applies to the land.

Draft State Environmental Planning Policy (Infrastructure) 2007 applies to the land.

Draft State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applies to the land.

Draft State Environmental Planning Policy (State and Regional Development) 2011 applies to the land.

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

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.

(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

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

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.

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.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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:

(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.

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

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.

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.

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

(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.

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 (if such development is permissible on the land) is within the flood planning area and subject to flood related development controls.

Note: The land is subject to Clause 5.21 in Penrith Local Environmental Plan 2010 and 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.

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

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.

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.

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

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.)

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 CONDITIONS FOR 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) 2021 in respect of proposed development on the land; and/or
- (b) State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land and a statement setting out terms of a kind referred to in the Policy, clause 88(2) that have been imposed as a condition of development consent granted after 11 October 2007 in relation to 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:

- (1) 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
- (2) State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land and a statement setting out terms of a kind referred to in the Policy, clause 21(1) or 40(1) have been imposed as a condition of consent in relation to the land.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.)

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).

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

**22 STATE ENVIRONMENTAL PLANNING POLICY – WESTERN SYDNEY
AEROTROPOLIS 2020**

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

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.

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



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

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.

31 January 2022

Infotrack Pty Limited

Reference number: 8001393669

Property address: 167 Maxwell St South Penrith NSW 2750

Sewer service diagram is not available

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

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

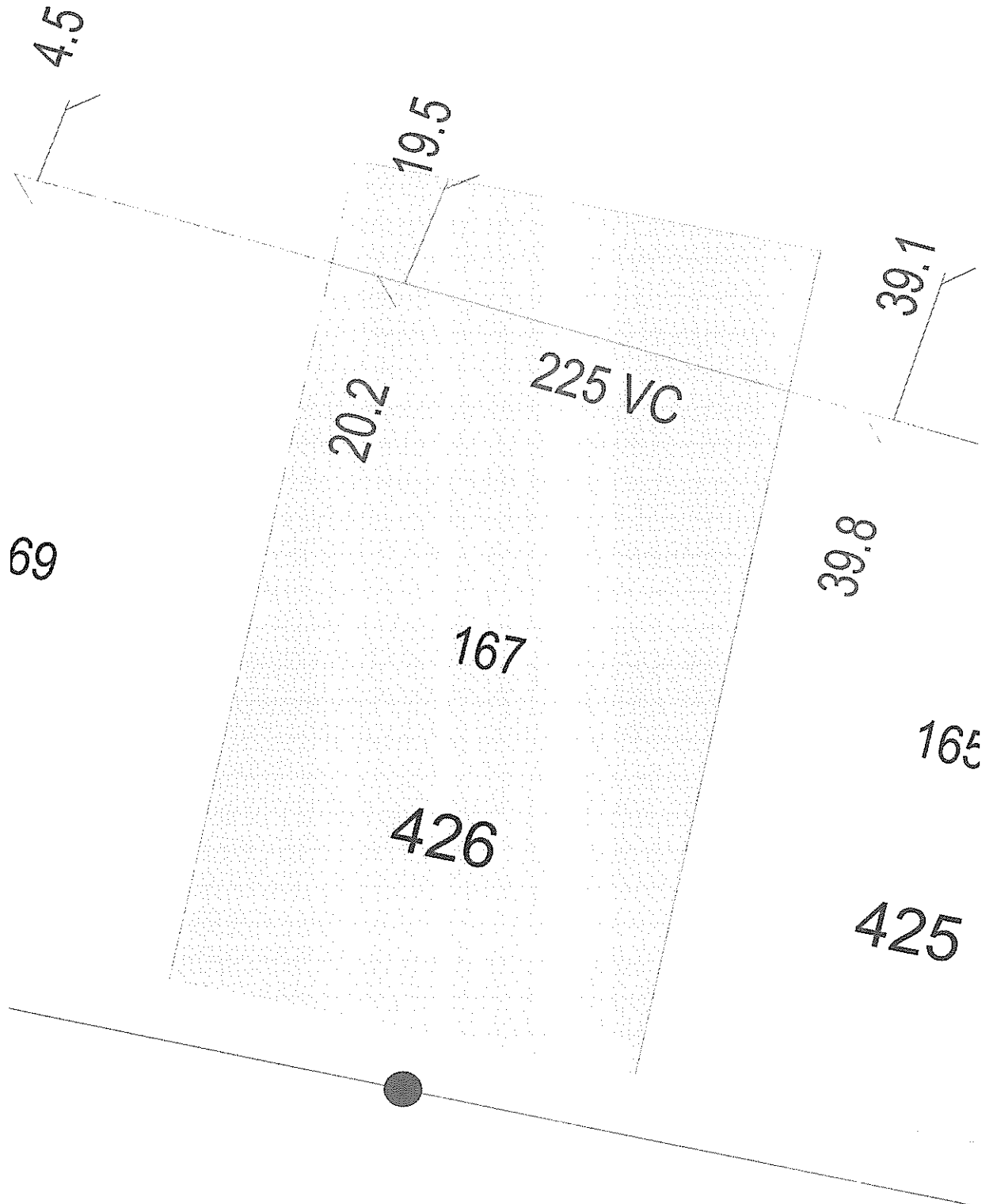
The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Greg Staveley
Manager Business Customers

Service Location Print
Application Number: 8001393670



Document generated at 31-01-2022 02:10:56 PM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:	31b21355
Property Address:	167 MAXWELL STREET SOUTH PENRITH
Date of Registration:	30 April 2013
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	in ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

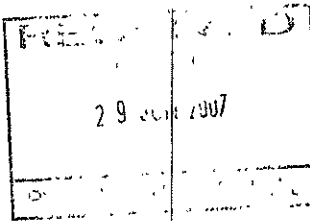
The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance



Pebble Pools & Spa's

Unit 2/66 Preston Street
Penrith NSW 2750
Phone 02 47 325 999 Fax 02 47 228118
Builders Licence No. 119063C

19/6/07

Penrith City council
Ph 02 47 327777
Fax 02 47 327958

Attention Paul Morgan

Re: Engineers certificate for Mr & Mrs Kolloen @ 167 Maxwell St Penrith
(lot No 8709)

Dear Paul

Please find attached a copy of the engineers certificate for the above job.
If you have any questions please contact our office on the above number.

Kind Regards

Ray Collie

SAVVAS POLYCARPOU C.Eng. M.I.C.E., M.I.E. Aust.

Chartered Professional Engineer, N.P.E.R. 9259

The Institution of Engineers, Australia
26 Iribin Street, Marayong, NSW, 2148

ABN : 50 714 745 939

Tel : 02 9831 8738

Fax : 02 9679 8716

Mob : 0408 269 780

Email : s_poly@tpg.com.au

Your Ref:

Our Ref.....

CERTIFICATE OF REINFORCEMENT INSPECTION & APPROVAL

PROJECT No 167 Maxwell st, Penrith

Subject *Swimming pool Reinforcement*

Drawings Reference " Pebble Pools & Spa's

Date 20/01/03

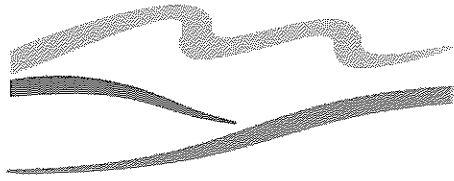
This is to certify that , I have inspected the Reinforcement of the above said subject, and at the time of inspection it was found to be in position and in accordance to the structural detail plans submitted, and the structure will be Structural adequate.

The foundation material was uniform clay, classification ' M '

The Engineer



S. Polycarpou. Ch.Pr. Eng. Au



**PENRITH
CITY COUNCIL**
Serving Our Community

Civic Centre, 601 High Street
PENRITH NSW 2750

Telephone: (02) 4732 7777
Fax: (02) 4732 7958

DX 8071 Penrith
PO Box 60 Penrith 2751

Email: pencit@penrithcity.nsw.gov.au

CDP 02/0656

1 November 2007

Pebble Pools & Spas
Unit 2/66 Preston Street
PENRITH NSW 2750

**CERTIFICATE OF COMPLIANCE
SWIMMING POOL FENCING**



A swimming pool fencing inspection was carried out on the 31 November 2007 at the address described below;

Lot 426 DP 241115, 167 Maxwell Street, Penrith

The Council of the city of Penrith hereby certifies that:

The swimming pool fence complied with the requirements of Part 2 of the Swimming Pools Act 1992- "Access to Swimming Pools".

Yours faithfully

Steve Barratt
Building Approvals Unit Coordinator

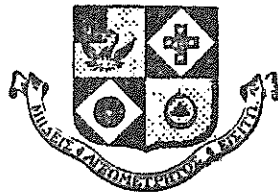
The issue of this Certificate in accordance with Section 24 of the Swimming Pools Act 1992 does not prevent Council from giving a direction under Section 23 of the Act at a later date requiring the rectification's of any defect or deficiency which may arise in respect of the requirements or standards of the Act or Regulations (Section 24(3) Swimming Pools Act 1992).

PETER FREEBURN, R.S., M.I.S.

LAND, ENGINEERING AND MINING
SURVEYOR

MEMBER INST. OF SURVEYORS

REGISTERED UNDER SURVEYORS ACT, 1929



REGISTERED BY
THE INSTITUTION OF SURVEYORS, N.S.W.
FOR THE USE OF ITS MEMBERS ONLY

TELEPHONE: PENRITH OFFICE (047) 212289
WINDSOR OFFICE (045) 774401
PRIVATE: PENRITH (047) 212811

2-4 CASTLEREAGH STREET, PENRITH
AND
166 GEORGE STREET, WINDSOR

Ref. 9085

13th January, 1983

J.M. Ffrench & Co.,
134 Henry Street,
PENRITH. 2750.

Your Ref: JMF.MH.82/855

Dear Sir,

Re - Sinclair from Mitchell

I have made a survey of Lot 426 as shown upon Deposited Plan 241115, being the whole of the land comprised in Certificate of Title Volume 11623, Folio 21, situate Penrith, City of Penrith, Parish of Mulgoa, County of Cumberland and report as follows :-

A brick cottage roofed with tile and known as Number 167 stands wholly within the boundaries of the land.

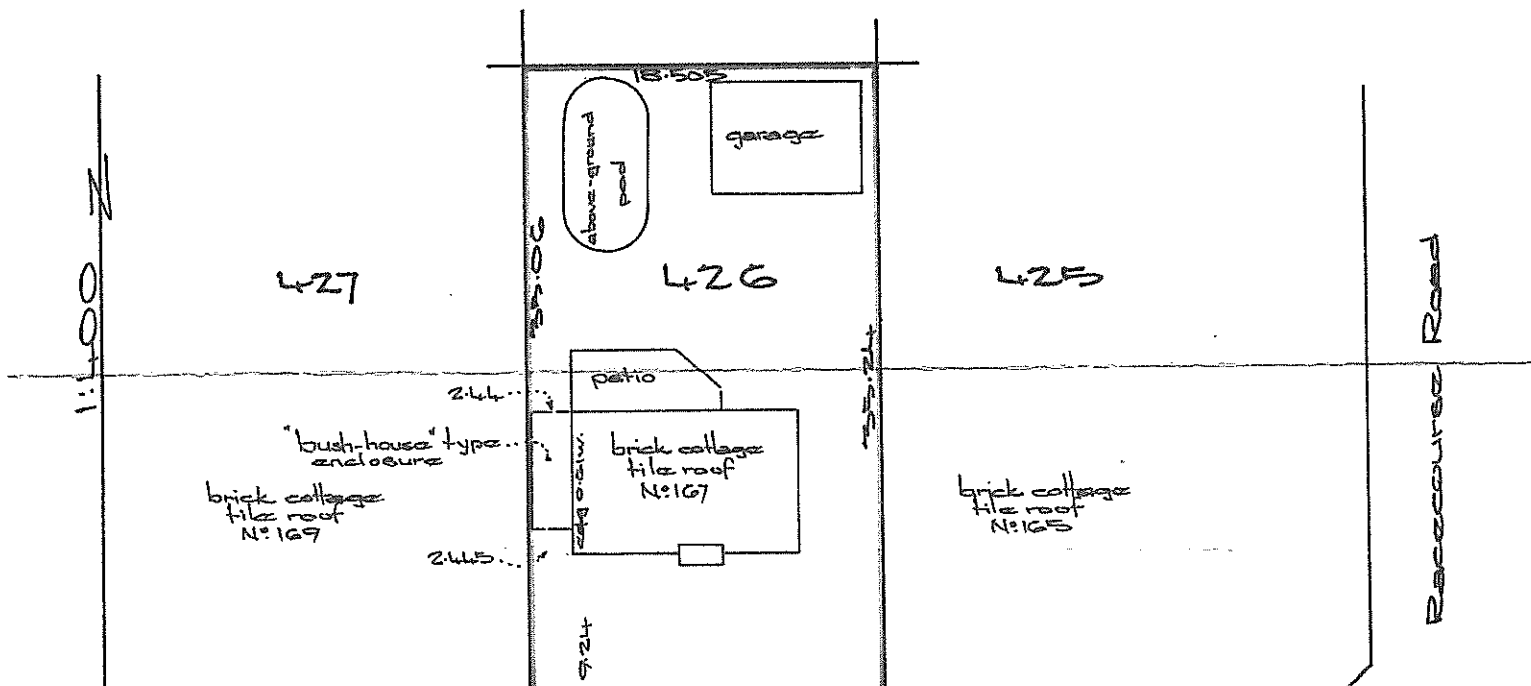
The land has a frontage to Maxwell Street. The dimensions of the allotment and position of the cottage are shown on the sketch below.

The position of the fences in relation to the external boundaries has not been ascertained. There appear to be no encroachments by or upon the subject property other than perhaps fencing.

The cottage complies in all respects with the Local Government Building Ordinance appertaining to distance of wall and eave and gutter to side boundary.

Yours faithfully,

Peter Freeburn



J.M. Ffrench & Co.,
134 Henry Street,
PENRITH. 2750.

Your Ref: JMF.MH.82/855

Dear Sir,

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The position of the fences in relation to the external boundaries has not been ascertained. There appear to be no encroachments by or upon the subject property other than perhaps fencing.

The cottage complies in all respects with the Local Government Building Ordinance appertaining to distance of wall and eave and gutter to side boundary.

Yours faithfully,

Robt French

