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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**SOUTHLANDS ESTATE AGENTS** Shop 9/2 Birmingham Road South Penrith NSW 2750	phone 4721 1111 fax 02 4721 1112 ref Ali Khanchedar
co-agent	Not Applicable	phone fax ref
vendor	**ALLEN JOHN BUSH and CAROL ANN BUSH** 26 Gilda Avenue, South Penrith NSW 2750	
vendor's solicitor	**ADAMS & PARTNERS LAWYERS** 443 High Street, Penrith NSW 2750 PO Box 431, Penrith NSW 2751 email: ella@adamslawyers.com.au	phone 02 4721 6200 fax 02 4722 6622 ref MJ:ES:220227
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	**26 GILDA AVENUE, SOUTH PENRITH NSW 2750** Registered Plan: Lot 93 in Deposited Plan 243976 **Folio Identifier 93/243976** ☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☒ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: Swimming pool and large back deck.	
attached copies	☒ documents in the List of Documents as marked or numbered: ☐ other documents:	

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

inclusions	☒ 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 and smoke detectors.		

exclusions

purchaser

purchaser's
☐ solicitor
☐ conveyancer
phone
fax
ref

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

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

buyer's agent

vendor **witness**

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

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

Choices

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

Nominated *Electronic Lodgment Network (ELN)* (clause 30) ***Electronic transaction*** (clause 30) ☐ no ☒ YES

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

Parties agree that the deposit be invested (clause 2.9) ☒ NO ☐ yes

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 GST*RW payment*:

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

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

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

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

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- [ ] 58 Other:

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION
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SECTION 66W CERTIFICATE

I, of in the State of New South Wales, certify as follows:

1. I am a currently admitted/licensed to practise in New South Wales;

2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **26 Gilda Avenue, South Penrith,** from **Allen John Bush & Carol Ann Bush** to in order that there is no cooling off period in relation to that contract;

3. I do not act for **Allen John Bush & Carol Ann Bush** and am not employed in the legal practice/conveyancing practice of a Solicitor/Licensed Conveyancer acting for **Allen John Bush & Carol Ann Bush** nor am I a member or employee of a firm of which a Solicitor/Licensed Conveyancer acting for **Allen John Bush & Carol Ann Bush** is a member or employee; and

4. I have explained to :

   (a) The effect of the contract for the purchase of that property;

   (b) The nature of this certificate; and

   (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

DATED: _____

SIGNED: _____

ADDITIONAL CLAUSES FORMING PART OF THIS CONTRACT

Dated:.....

Between: Allen John Bush & Carol Ann Bush ("Vendor')

And: ("Purchaser")

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33. DEFINITIONS

33.1 **Completion Date** means the date fixed for completion and noted on the front page of this contract.

33.2 **Completion** means the date the parties complete the purchase and sale of the property, whether on the Completion Date or otherwise.

33.3 **Interest Rate** means ten percent (10%) per annum.

34. AMENDMENTS TO PRINTED FORM

34.1. In the event that there is any inconsistency between any Clause of the printed form and any typed Special Condition in this Contract, the typed Special Condition will prevail.

34.2 The provisions entitled "Auctions - Conditions Of Sale" on page 4 of this contract is deleted.

34.3 Clause 4.1.1 is to be inserted as follows "Should the Transfer not be submitted in accordance with Clause 4.1 and settlement is delayed as a result of the failure to comply with Clause 4.1, the Vendor shall be entitled to enforce the provisions of Special Condition 38".

34.4 Clause 5.1 is deleted.

34.5 Clause 7.1.1 of this contract is amended by replacing 5% with 1%.

34.6 Clause 14.4.2 is amended by the deletion of the words "the person who owned the land owned no other land" and by the deletion of the words "the land was not subject to a special trust or owned by a non concessional company; and".

34.7 Clause 16.8 is deleted.

34.8 Clause 25 is deleted.

34.9 Clause 23.13 is deleted.

34.10 Clause 23.14 is deleted.

35. PURCHASER WARRANTIES

35.1 Entire Agreement

This contract constitutes the entire agreement between the parties.

35.2 Independent Enquiry

The Purchaser has made its own enquiries regarding the subject matter of this contract including the construction, nature, fitness or suitability for any purpose of the Property or any financial return or income which may be derived from it.

35.3 Real Estate Agent

The Purchaser warrants to the Vendor that it has not been introduced to the Property directly or indirectly through the services of any real estate agent or other person other than the Vendor's Agent named on the front page of the contract. The Purchaser indemnifies the Vendor against claims for commissions or other selling fee in respect of this sale made by any such person arising out of the breach of this warranty. This clause will continue despite Completion.

35.4 Independent Advice

The Purchaser has either obtained or waived its rights to obtain independent advice on and is satisfied about its obligations and rights under this contract.

35.5 No Reliance

The Purchaser does not rely on any other document, statement, correspondence, representation, warranty, condition or arrangement whether oral or in writing made by the Vendor or any other person in respect of this subject matter of this agreement other than those expressly contained in this contract.

35.6 Condition and Repair of the Property

The Purchaser accepts the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the Purchaser cannot make a claim or requisition or rescind or terminate in this regard.

36. INCAPACITY

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

(a) Dies or becomes mentally ill, then either party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or

(b) Being a company has a petition for its winding up presented or enters into any scheme of arrangement with its creditors or has a liquidator receiver or official manager of it appointed, then the first party will be in default under this contract.

37. NOTICE TO COMPLETE

37.1 If either party is entitled to issue a notice to complete, that notice will be taken to be sufficient as to time if not less than 14 days is allowed to effect Completion.

37.2 In the event that the Vendor is the party entitled to serve a notice pursuant to this clause, the Purchaser must pay as an adjustment on Completion the sum of $220.00 (including GST) representing agreed expenses incurred by the Vendor for the drafting, engrossing and serving of a notice to complete upon the Purchaser.

38. LATE COMPLETION

38.1 Interest

If the Purchaser does not complete this contract on the Completion Date, the Purchaser must pay the Vendor, in addition to the balance of the purchase money the following:

(a) Interest on that balance at the rate of ten per centum per annum (10%) calculated daily from and including the Completion Date to the day of actual Completion;

38.2 Time of the Essence

The amounts payable in accordance with Special Condition 38.1 must be paid on Completion and in this respect time is of the essence.

38.3 Vendor Breach

The Purchaser need not pay the amounts payable in accordance with Clause 38.1 where the failure to complete on the Completion Date is caused solely by the Vendor, **PROVIDED,** that should the Vendor confirm in writing that it is ready willing and able to settle and the Purchaser is not, the Purchaser must pay interest at the rate specified in Special Condition 38.1 calculated as and from the time that the Vendor is ready willing and able to settle to the date of and including the day of Completion.

38.4 Liquidated Damages

The parties agree that the amounts payable in accordance with Clause 38.1 represents a reasonable pre-estimate of the liquidated damages likely to be suffered by the Vendor as a result of completion not taking place on the Completion Date.

39. EXTENSION OF THE COOLING OFF PERIOD

39.1 In the event the Purchaser requires an extension of the cooling off period, the Purchase shall allow to the Vendor on settlement the sum of one hundred dollars $100.00 for each instance.

40. DEPOSIT LESS THAN 10%

40.1 In the event the Vendor accepts a deposit less than ten percent (10%) of the purchase price this clause shall apply.

40.2 If the Purchaser defaults in the observance of any of its obligations under this Contract performance of which has become essential and the Vendor terminates this Contract, then the Vendor shall be entitled to recover from the Purchaser an amount equal to 10% of the purchase price less the deposit paid under this Contract as liquidated damages. It is agreed that this shall be in addition to and shall not limit any remedy available to the Vendor herein or implied notwithstanding any rule of law or equity to the contrary.

41. RELEASE OF DEPOSIT

41.1 The deposit payable hereunder shall upon exchange be released to the Vendor or to whom the Vendor's Solicitor may direct, to be applied for:

(a) As a deposit for a property being purchased by the Vendor; and/or
(b) For the payment of land tax.

Where the deposit is being applied as a deposit for a property being purchased by the Vendor, the deposit shall be held in either a Solicitor's Trust Account or a Licensed Real Estate Agent's Trust Account pending completion of this sale.

42. CREDIT

42.1 The Purchaser warrants to the Vendor that the Purchaser either does not require credit to purchase the Property or has obtained approval for credit to finance the purchase of the Property.

43. DRAINAGE DIAGRAM

43.1 It is no way represented that a copy of the Drainage Diagram/Sewer Mains Diagram annexed hereto necessarily discloses all the pipes and mains which run through the property. The Purchase shall make no objection, requisition or claim for compensation in respect thereof.

44. GST

44.1 The Purchaser warrants that the property will continue to be used as a residence and is not being purchased for development purposes, which could result in the Vendor incurring a liability for GST (Goods and Services Tax). The Purchaser indemnifies the Vendor in respect to any breach of this warranty. This clause shall not merge on completion of this Agreement.

45. REQUISITIONS AND REPLIES

45.1 The Purchaser agrees that the Requisitions on Title annexed to this contract are the only form of general requisitions that it is entitled to make under clause 5 (although this does not limit the right of the Purchaser to make further specific requisitions).

46. CONDITIONS OF SALE BY AUCTION

46.1 The following conditions are prescribed as applicable to and in respect of the sale by auction of land.

46.1.1 The principal's reserve price must be given in writing to the auctioneer before the auction commences;

46.1.2 A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller;

46.1.3 The highest bidder is the Purchaser, subject to any reserve price;

46.1.4 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;

46.1.5 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interest of the seller;

46.1.6 A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;

46.1.7 A bid cannot be made or accepted after the fall of the hammer;

46.1.8 As soon as practicable after the fall of the hammer, the Purchaser is to sign the agreement (if any) for sale.

46.2 The following conditions, in addition to those prescribed by sub-clause 45.1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

46.2.1 All bidders must be registered in the Bidders Record and display an identifying number when making a bid;

46.2.2 One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller;

46.2.3 When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

"***Bidders Record***" means the Bidders Record to be kept pursuant to Clause 18 of the *Property Stock and Business Agents Regulations 2003* and Section 68 of the *Property Stock and Business Agents Act 2002*.

47. GUARANTEE AND INDEMNITY

47.1 If the Purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange) the Purchaser must procure the completion and execution of the following unconditional guarantee by two natural persons over the age of 18 years who are directors of or substantial shareholders of the Purchaser ("the Guarantors").

47.2 The Guarantors:

47.2.1 Give this guarantee and indemnity in consideration of the Vendor agreeing to enter into this contract; and acknowledge that the Vendor has given valuable consideration for this guarantee and indemnity;

47.2.2 The Guarantors unconditionally and irrevocably guarantee to the Vendor;

47.2.3 Payment to the Vendor of all monies due to the Vendor under this Contract; and

47.2.4 The due and punctual performance by the Purchaser of all of its obligations under this Contract;

47.3 If the Purchaser does not pay any amount due to the Vendor on time and in accordance with the terms of this Contract, then the Guarantors agree to pay those monies to the Vendor on demand by the Vendor.

47.4 As an independent and principal obligation the Guarantors indemnify the Vendor against all liabilities or loss arising from, and any costs, charges or expenses incurred in connection with, or arising out of the failure of the Purchaser to make payment to the Vendor of all monies due to the Vendor under this Contract or the failure of the Purchaser to duly and punctually perform all or any of its obligations under this Contract.

47.5 The indemnity in the previous clause shall extend to any loss arising from any monies payable by the Purchaser under this contract or from the Purchaser because of any circumstances whatsoever.

47.6 This Guarantee and Indemnity is a continuing security and extends to all monies payable under this Guarantee and Indemnity.

47.7 The Vendor need not make a demand on the Purchaser before making a demand on the Guarantors or any one of them. The demand on the Guarantors or any one of them may be made at any time and from time to time.

47.8 The Guarantors waive any right they have of first requiring the Vendor to proceed against or enforce any other right against the Purchase or any other person including another of the Guarantors, before making any claim against the Guarantors under this Guarantee and Indemnity.

47.9 The liabilities of the Guarantors under this Guarantee and Indemnity of the Guarantors whether as guarantors or as principals are not affected by anything which might otherwise affect them at law or in equity including, without limitation, one or more or the following:

46.9.1 The Vendor or other persons granting time or other indulgences to, compounding or compromising with or releasing the Purchaser; or

46.9.2 Acquiescence, delay, acts, omissions or mistakes on the part of the Vendor; or

46.9.3 Any variation or novation or a right of the Vendor, or alteration of this Contract or document, in respect of the Purchaser.

47.10 As long as any monies payable under this Guarantee and Indemnity remain unpaid the Guarantors may not, without a consent of the Vendor:

47.10.1 Make claim or enforce a right against the Purchase or its property; or

47.10.2 Prove in competition with the Vendor in any bankruptcy or liquidation of the Purchaser.

47.11 The Guarantors represent and warrant that;

47.11.1 This obligation under this Guarantee and Indemnity are valid and binding;

47.11.2 They do not enter into this Guarantee and Indemnity in the capacity of a trustee of any trust or settlement;

47.11.3 They are natural person over the age of 18 years; and

47.11.4 They are directors of or substantial shareholders of the Purchaser.

47.12 This Additional Condition is an essential term of this Contract.

Signed and Agreed

_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
_____	_____
Address	Address

48. SURVEY REPORT

48.1 Should a Survey Report be attached to the Contract for Sale, the Purchaser shall not make any requisition or claim compensation in relation to any matters contained in the said Survey.

48.2 This Additional Condition is an essential term of this Contract.

49. NOT COUNCIL APPROVED

49.1 The Vendor discloses that the laundry, bathroom, secondary living area, 2 x bedrooms and outdoor covered areas (front & back) erected upon the subject property may not have been approved by Council.

49.2 The Purchaser acknowledges and agrees that the disclosure by the Vendor is a sufficient disclosure for the purposes of Section 52A of the *Conveyancing Act* 1919 as amended and the *Conveyancing (Sale of Land) Regulations* 2000. The Purchaser agrees and acknowledges to take the Title subject thereto and shall not rescind, make objection, requisition, claim for compensation or delay completion of this Contract for any reason by virtue of the disclosure made pursuant to this Clause.

50. SWIMMING POOL

50.1 In accordance with the *Swimming Pools Amendments Act 2012* attached is the following:-

(a) Certificate of Registration.
(b) Certificate of Non-compliance.

50.2 The Vendor does not warrant that the swimming pool on the property complies with the requirements of the *Swimming Pools Act* 1992 or the *Swimming Pools Amendment Act* 2012 and the regulations prescribed under the Acts and therefore no Certificate of Compliance will be provided on completion.

50.3 The Purchaser shall take the swimming pool, surrounds and fencing, if any, in its present state or repair and will not make any objection, requisition or claim for compensation in respect of any non-compliance.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW))?* If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW):*
   (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
   (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
    (a) to what year has a return been made?
    (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW))* at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
    (a) Have the provisions of the *Local Government Act (NSW),* the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
    (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
    (c) Has the vendor a Building Information Certificate of a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    (d) Has the vendor a Final Occupation Certificate (as referred to in the former sl09C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    (e) In respect of any residential building work carried out in the last 7 years:
        (i) please identify the building work carried out;
        (ii) when was the building work completed?

(iii) please state the builder's name and licence number;
(iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW).*

17.
(a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
(b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?

18. If a swimming pool is included in the sale:
(a) did its installation or construction commence before or after 1 August 1990?
(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)?*
(c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract:
(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

19.
(a) To whom do the boundary fences belong?
(b) Are there any party walls?
(c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
(d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
(e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)?*

Affectations/Benefits

20.
(a) Is the vendor aware of any rights, licenses, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
(i) whether there are any existing breaches by any party to it;
(ii) whether there are any matters in dispute; and
(iii) whether the licensor holds any deposit, bond or guarantee.
(b) In relation to such licence:
(i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
(ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

21. Is the vendor aware of:
(a) any road, drain, sewer or storm water channel which intersects or runs through the land?
(b) any dedication to or use by the public of any right of way or other easement over any part of the land?
(c) any latent defects in the Property?

22. Has the vendor any notice or knowledge that the Property is affected by the following:
(a) any resumption or acquisition or proposed resumption or acquisition?
(b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
(c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
(d) any sum due to any local or public authority? If so, it must be paid prior to completion.
(e) any realignment or proposed realignment of any road adjoining the Property?
(f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fiberglass or polyethylene or other flammable or combustible material including cladding?

23.
(a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
(b) If so, do any of the connections for such services pass through any adjoining land?
(c) Do any service connections for any other Property pass through the Property?

24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.

27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser

to make any RW payment.

28. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

LAND REGISTRY SERVICES

Title Search

Information Provided Through
City Agents
Ph. 0439 034 516 Fax.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 93/243976

SEARCH DATE	TIME	EDITION NO	DATE
3/3/2022	10:15 AM	5	14/1/2020

LAND

LOT 93 IN DEPOSITED PLAN 243976
LOCAL GOVERNMENT AREA PENRITH
PARISH OF MULGOA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP243976

FIRST SCHEDULE

ALLEN JOHN BUSH
CAROL ANN BUSH
AS JOINT TENANTS (CN AM1312)

SECOND SCHEDULE (4 NOTIFICATIONS)

---

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP243976 RESTRICTION(S) ON THE USE OF LAND
N423041 VARIATION
3 DP243976 EASEMENT TO DRAIN WATER AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
4 DP243976 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

220227 PRINTED ON 3/3/2022

* 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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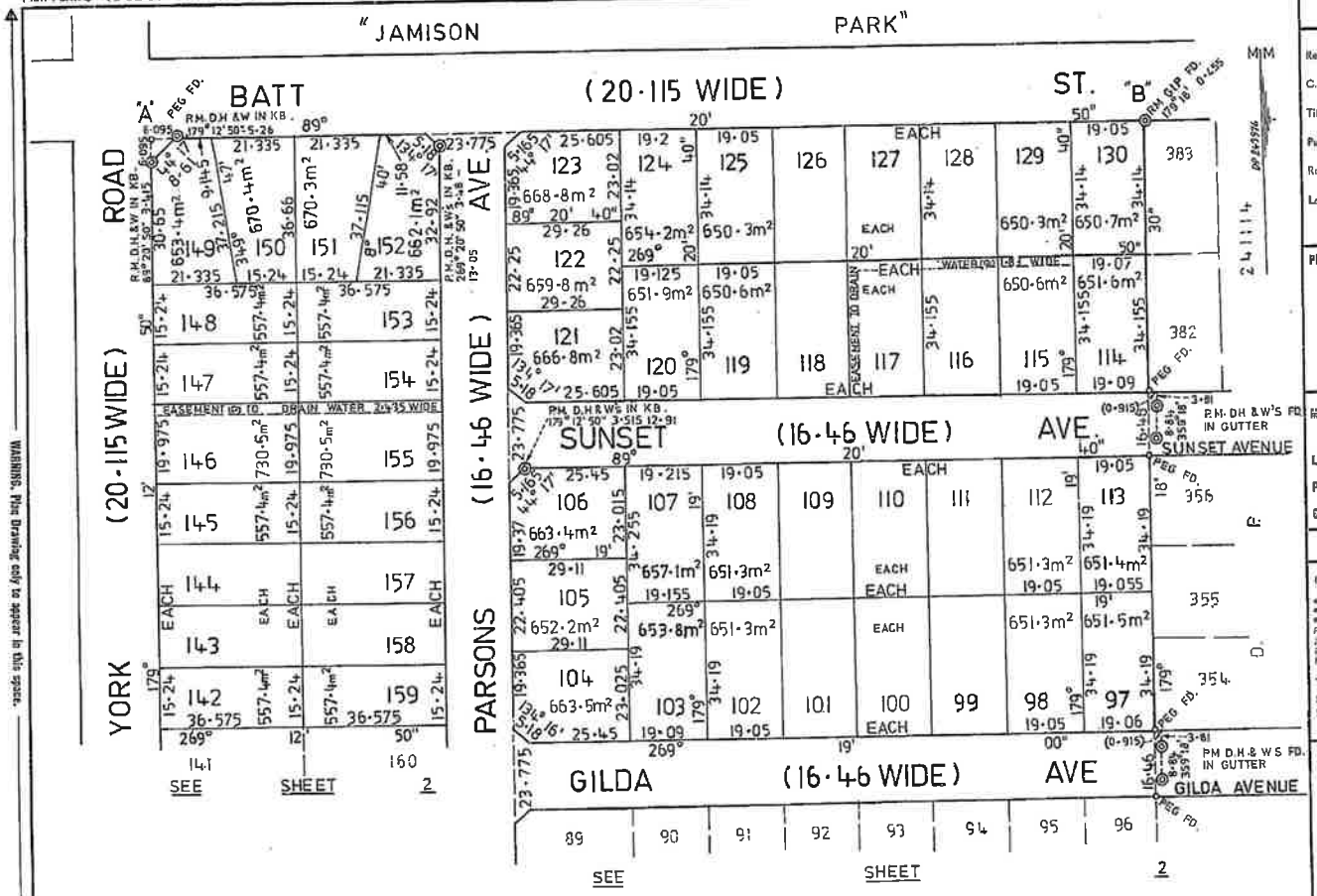
Received: 03/03/2022 10:15:23

DP243976

* OFFICE USE ONLY.

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.



D. P. 243976

Registered: 30-11-1972

C.A.: No 2592(a) of 14-11-1972

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: PENRITH SH 9

Last Plan: D. P. 241809

PLAN OF SUBDIVISION OF LOT 71 D.P. 241809

LENGTHS ARE IN METRES
Scale: 1:800 ~~to an inch~~

~~Mun./Shire~~
City: PENRITH
Locality: PENRITH
Parish: MULGOA
County: CUMBERLAND

This is sheet 1 of my plan in sheets
Delete if inapplicable.

I, BARRY PATRICK O'DONNELL, N. K. BENNETT & O'DONNELL, of 28 GLEN ST. MILSONS PT. a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made *(1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on 1 TH. OCTOBER 1972

Signature: B. O'Donnell

Surveyor registered under Surveyors Act, 1929, as amended.
Datum Line of Animals "AB"
*Strike out either (1) or (2). Insert date of survey.

Panel for use only for statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user.

IT IS INTENDED TO DEDICATE THE NEW ROADS SHOWN HEREON TO THE PUBLIC

IT IS INTENDED TO DEDICATE THE CUT OFF CORNER OF LOT 149 TO THE PUBLIC

PURSUANT TO SECTION 88b OF THE CONVEYANCING (AMENDMENT) ACT 1919-1964 IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN WATER 2·435 WIDE.
2. EASEMENT TO DRAIN WATER 1·83 WIDE.
3. RESTRICTIONS AS TO USER.

INSTRUMENT FILED AS N 15209

SIGNATURES AND SEALS ONLY.

The OFFICIAL SEAL of INDUSTRIAL ACCEPTANCE CORPORATION LIMITED was hereunto affixed by and in the presence of the persons whose signatures appear hereunder, pursuant to the Authority for the issue and Use of the Official Seal in New South Wales of INDUSTRIAL ACCEPTANCE CORPORATION LIMITED dated the 17th April, 1967 registered under Miscellaneous Register No. 9337 and Permanently Deposited at the Land Title Office Sydney (with of such persons being the Holder for the time being of the office designated beneath his signature) and who hereby certify that such Seal was hereunto affixed on the

Signature: [signature] Date of Issue 18/7/72

Name of Signatory: Chief Executive Officer for New South Wales
Industrial Acceptance Corporation Limited

INDUSTRIAL ACCEPTANCE CORPORATION LIMITED — FOR USE IN NEW SOUTH WALES — The Official Seal of

Manager-General Finance Division
Industrial Acceptance Corporation Limited

THE COMMON SEAL of CAMPBELL ... Director

Company and in the presence of: [signature] Director

Secretary Authorised Officer

ANDREW SNEDDON PTY. LIMITED — Common Seal

THE COMMON SEAL of ANDREW SNEDDON PTY LTD. was hereunto affixed by authority of a resolution of the Board of Directors in the presence of:

Secretary

Council Clerk's Certificate. 149/72

I hereby certify that—
(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and
*(b) the requirements of section 345 of the Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended, Hunter District Water, Sewerage, and Drainage Act, 1938, as amended,
have been complied with by the applicant in relation to the proposed SUBDIVISION (insert "new road" or "subdivision") set out herein.

Subdivision No. 2592(a)
Date 14. 11. 72
(Signature) [signature] Council Clerk.

*This part of certificate to be deleted where the application is only for the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.
Delete if inapplicable.

SURVEYOR'S REFERENCE. 4047-2D1

WARNING. Plan Drawing only to appear in this space.

WARNING. Plan Drawing only to appear in this space.

WARNING. CREASING OR FOLDING WILL LEAD TO REJECTION.

AMENDMENTS OR ADDITIONS NOTED ON PLAN IN REGISTRAR GENERAL'S OFFICE.

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 22nd day of August, 1977

Req:R425791 /Doc:DP 0243976 P /Rev:18-Jun-1992 /NSW LRS /Pgs:ALL /Prt:03-Mar-2022 10:20 /Seq:1 of 2
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Req:R425791 /Doc:DP 0243976 P /Rev:18-Jun-1992 /NSW LRS /Pgs:ALL /Prt:03-Mar-2022 10:20 /Seq:2 of 2
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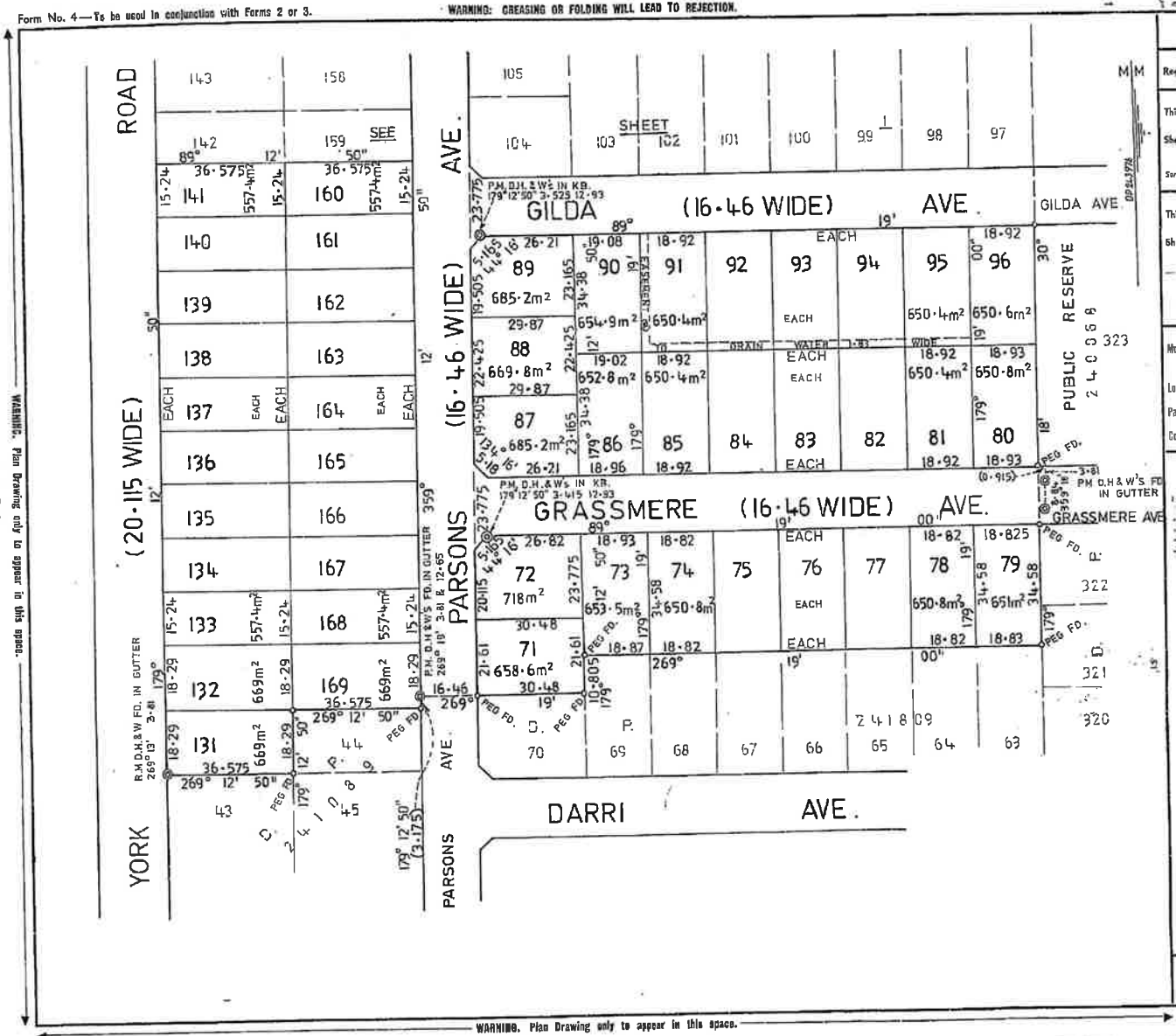
DP243976

Form No. 4—To be used in conjunction with Forms 2 or 3. WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



WARNING. Plan Drawing only to appear in this space.

D. P. 243976

Registered: 30-11-1972

This is Sheet 2 of my plan in 2 Sheets dated 5TH OCTOBER 1972

Surveyor registered under Surveyors Act, 1929, as amended.

This is Sheet 2 of the plan of 2 Sheets annexed by my Certificate No. 149/72 of 14.11.72

Council Clerk.

City: PENRITH
Locality: PENRITH
Parish: MULGA
County: CUMBERLAND

LENGTHS ARE IN METRES
Scale: 1:800 ~~16 to Inch~~

4047-2D1

AMENDMENTS OR ADDITIONS NOTED ON PLAN IN REGISTRAR GENERAL'S OFFICE:

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 22nd day of August, 1977

2

N015209

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

(Sheet 1 of 4 sheets)

PART 1

Plan: DP243976

Subdivision covered by Council Clerk's Certificate No.149/72 of 1972

Full name and address of proprietor of the land:

Andrew Sneddon Pty Limited of 181 Elizabeth Street, Sydney

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

Easement to drain water 2.435 wide

Schedule of Lots etc. affected

Lots Burdened	Lots, name of road or Authority benefited
146	The Council of the City of Penrith
155	The Council of the City of Penrith

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

Easement to drain water 1.83 wide

Schedule of Lots etc. affected

Lots Burdened	Lots, name of road or Authority benefited
115	114
116	114, 115
117	114, 115, 116
91	92, 93, 94, 95, 96
92	93, 94, 95, 96
93	94, 95, 96
94	95, 96
95	96

3. Identity of easement or restriction thirdly 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	Every other Lot and The Council of the City of Penrith

This is Sheet 1 of a 4 Sheet Instrument

Approved by Council

14/11/72

N015209

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

(Sheet 2 of 4 sheets)

Plan: DP243976

Subdivision covered by Council Clerk's Certificate No. 149/72 of 1972

PART II

3. Terms of Restriction as to User thirdly referred to in abovementioned Plan:

As to each Lot:-

1. No paling fence shall be erected on any Lot closer to the street than the house building line as fixed by the Penrith City Council and any fence erected on the front Alignment for a distance equal to such building line shall not exceed 0.7620 metres in height.

As to Lots 114 to 130 inclusive:-

2. That for the benefit of any adjoining land owned by Andrew Sneddon 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 land without the consent of Andrew Sneddon Pty Limited but such consent shall not be withheld if such fence is erected without expense to Andrew Sneddon Pty Limited and in favour of any person dealing with the registered proprietor for the time being of any Lot such consent shall be deemed to have been given in respect of every such fence for the time being erected.

3. No more than one main building shall be erected or permitted to remain on any Lot and any such main building shall have a minimum overall floor area of one thousand (1000) square feet.

4. That no building shall be erected on any Lot with external walls other than brick, brick veneer, stone, concrete, glass or aluminium.

Asbestos cement shall not be used except as infill panels in conjunction with all or any of the other materials hereinbefore specified provided that the proportion of asbestos cement so used in relation to the external wall area shall not exceed twenty-five (25) per centum thereof.

Timber shall not be used except in conjunction with all or any of the other materials hereinbefore specified except asbestos cement provided that the proportion of timber so used in relation to the external wall area shall not exceed twenty-five (25) per centum thereof.

If a combination of timber and asbestos cement is desired to be used then the combination shall not exceed twenty-five (25) per centum of the external wall area.

5. No roof of any building erected on any Lot shall be of corrugated tin or iron and no roof other than tiles shall be coloured or painted red or any shade thereof.

This is Sheet 2 of a 4 Sheet Instrument

Approved by Council

14/11/72

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

FRAME 1

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 22nd May, 1986

Req:R425792 /Doc:DP 0243976 B /Rev:28-Oct-1992 /NSW LRS /Pgs:ALL /Prt:03-Mar-2022 10:20 /Seq:1 of 2
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Req:R425792 /Doc:DP 0243976 B /Rev:28-Oct-1992 /NSW LRS /Pgs:ALL /Prt:03-Mar-2022 10:20 /Seq:2 of 2
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(A) N15209 4

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

(Sheet 4 of 4 sheets)

Plan: DP243976

Subdivision covered by Council Clerk's Certificate No. 149/72 of 1972

Name of persons empowered to release vary or modify the restrictions thirdly referred to in abovementioned Plan:

(a) As to restriction number 1:- The Council of the City of Penrith;

(b) As to restrictions numbers 2 to 6 inclusive:- Andrew Sneddon Pty Limitedauntil the first day of January 1975 and thereafter the person or persons being the registered proprietors for the time being of the land (other than streets and other public areas) having a common boundary with the Lot or Lots in respect of which it is desired to release vary or modify such restrictions; and

(c) As to restrictions numbers 7 to 12 inclusive:- Stocks & Realty (Mapledown) Pty Limited

Approved by Council

14/11/72

The OFFICIAL SEAL of INDUSTRIAL ACCEPTANCE CORPORATION LIMITED was hereunto affixed by and in the presence of the persons whose signatures appear hereunder, persons in the Authority for the time and time of the Official Seal in New South Wales of INDUSTRIAL ACCEPTANCE CORPORATION LIMITED dated the 26th April, 1961 registered under Miscellaneous Register No. 6228 and Permanently Domiciled in the Land Titles Office, Sydney (each of such persons being the Holder for the time being of the offices designated beneath his signature) and who hereby certify that such Seal was hereunto affixed on the 13th day of November 1972

INDUSTRIAL ACCEPTANCE CORPORATION (N.S.W.) LIMITED

THE COMMON SEAL of DAMBRIDGE CREDIT CORPORATION LIMITED was hereto affixed under the authority of a Resolution of Directors in accordance with the Articles of Association of the Company and in the presence of

Director

Director

Secretary/Authorised Officer

This is Sheet 4 of a 4 sheet Instrument

THE COMMON SEAL of

was hereunto affixed by authority of a resolution of the Board of Directors in the presence of:

Secretary

Common Seal

STOCKS & REALTY (MAPLEDOWN) PTY LIMITED

Director

Director

(B) N15209 3

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

(Sheet 3 of 4 sheets)

Plan: DP243976

Subdivision covered by Council Clerk's Certificate No. 149/72 of 1972

6. No sign of any description be it advertisement hoarding or any other type shall be erected or permitted to remain on any Lot at any time prior to the first day of January 1975 where the registered proprietor of such Lot is any person or corporation other than Andrew Sneddon Pty Limited unless such sign has previously received the written approval of Lucas & Tait (Sales) Pty Limited.

As to Lots 71 to 113 inclusive and Lots 131 to 169 inclusive:-

7. That no garage or outbuilding shall be erected or permitted to remain on any one Lot except until after or concurrently with the erection of any main building.

8. That no building shall be erected on any Lot with the external wall or walls of materials other than brick, stone, concrete, glass or aluminium or asbestos cement or any combination of the same provided that asbestos cement shall not be used in external walls except as infill panels in conjunction with all or any of the other materials hereinbefore specified and the proportion of asbestos cement so used in relation to the total external wall area shall not exceed thirty (30) per centum thereof provided however that nothing contained in this restriction shall be construed as to preclude the erection of a brick veneer dwelling house.

9. That no main building erected or permitted to remain on any one Lot shall have a minimum overall floor area including any attached garage or carport under the main roof of less than nine hundred (900) square feet.

10. That any dividing fence erected along or within any of the boundaries of any Lot shall not exceed five (5) feet in height.

11. That the owner or occupier of any one Lot shall not erect cause or permit to be erected or to remain on any Lot any advertisement hoarding or sign or similar structure and shall not permit any Lot or any building erected thereon to be used for the display of any advertisement sign or notice provided that nothing shall preclude the erection of such advertisement hoarding sign or similar structure no larger than six (6) feet by four (4) feet provided further that such sign be erected in a workmanlike manner. Only one sign shall be allowed on any one Lot.

12. That for the benefit of any land owned by STOCKS & REALTY (MAPLEDOWN) 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 land without the consent of Stocks & Realty (Mapledown) Pty Limited but such consent shall not be withheld if such fence is erected without expense to Stocks & Realty (Mapledown) Pty Limited and in favour of any person dealing with the registered proprietor of any Lot such consent shall be deemed to have been given in respect of every such fence for the time being erected.

This is Sheet 3 of a 4 Sheet Instrument

Approved by Council

14/11/72

B

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

FRAME 2

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 22nd May, 1986

Req:R425793 /Doc:DL N423041 /Rev:30-Jan-1998 /NSW LRS /Pgs:ALL /Prt:03-Mar-2022 10:20 /Seq:1 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:220227

Entrance for Bal. L — 158-00 Pardon 22/10/73.

N423041 [redacted]

$-0300

TO: REGISTRAR-GENERAL.

$12

1-30

REQUEST TO NOTE ON CERTIFICATES OF TITLE VARIATION OF RESTRICTION AS TO USER

STOCKS & REALTY (MAPLEDOWN) PTY. LIMITED a duly incorporated company having its registered office at 175-183 Castlereagh Street Sydney under and by virtue of ~~and being the Registered Proprietor of~~ Deed of Variation attached hereto affecting the land comprised in the Certificates of Title as set out in the Schedule hereto hereby requests you to endorse on each of such Certificates of Title a notification of the Variation of Restriction Number 8 on sheet 3 of restrictions as to user created by registration of Deposited Plan No. 243976 (see N15209).

~~The Deed of Variation of the Restriction as to User is lodged as Dealing No.~~

Schedule hereinbefore referred to

Volume	Folios
11997	71 to 113 inclusive
11997	131 to ~~169~~ 152 inclusive
11997	154 to 169 inclusive

DATED this 3 day of August One thousand nine hundred and seventy three.

THE COMMON SEAL of STOCKS & REALTY (MAPLEDOWN) PTY. LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of:

STOCKS & REALTY (MAPLEDOWN) PTY. LIMITED Common Seal

Director

Secretary

Request approved
10-10-73

Req:R425793 /Doc:DL N423041 /Rev:30-Jan-1998 /NSW LRS /Pgs:ALL /Prt:03-Mar-2022 10:20 /Seq:2 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:220227

N423041

REQUEST.

Dated 11th October 1973

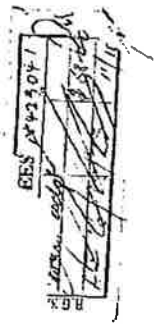
REGISTRAR GENERAL

REGISTRAR GENERAL NEW SOUTH WALES

(2)

J. F. COLE and LENI
153 KING ST. SYDNEY.
BOX 4677 G.P.O. TELEPHONE 23

D.



Req:R425793 /Doc:DL N423041 /Rev:30-Jan-1998 /NSW LRS /Pgs:ALL /Prt:03-Mar-2022 10:20 /Seq:3 of 4
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'73 AUG 20 PM 12:59

TO: REGISTRAR GENERAL.

N 423041

3

VARIATION OF RESTRICTION AS TO USER N15209

BY THIS DEED made the (3) day of August One thousand nine hundred and seventy three STOCKS & REALTY (MAPLEDOWN) PTY. LIMITED having the right to release vary or modify certain of the restrictions as to user created by registration of Deposited Plan No. 243976 (and by virtue of Dealing No. N15209) DOTH HEREBY VARY restriction number 8 on sheet 3 of the said restrictions as to user by inserting the words: "or timber" at the end of the third line and in the fifth line between the words "cement" and "shall" and at the end of the seventh line of restriction number 8. After amendment as hereinbefore provided restriction number 8 shall read as follows:-

"8. That no building shall be erected on any Lot with the external wall or walls of materials other than brick, stone, concrete, glass, or aluminium or asbestos cement or timber or any conbination of the same provided that asbestos cement or timber shall not be used in external walls except as infill panels in conjunction with all or any of the other materials hereinbefore specified and the proportion of asbestos cement or timber so used in relation to the total external wall area shall not exceed thirty (30) per centum thereof provided however that nothing contained in this restriction shall be construed as to preclude the erection of a brick veneer dwelling house."

THE COMMON SEAL of STOCKS & REALTY (MAPLEDOWN) PTY. LIMITED was hereunto affixed by authority of the Board and in the presence of:

STOCKS & REALTY (MAPLEDOWN) PTY. LIMITED Common Seal

Director

Secretary

Req:R425793 /Doc:DL N423041 /Rev:30-Jan-1998 /NSW LRS /Pgs:ALL /Prt:03-Mar-2022 10:20 /Seq:4 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:220227

F. GALE and LENEHAN
[illegible] ST. SYDNEY
[illegible] G.P.O. TELEPHONE 201-231
[illegible]
[illegible] SYDNEY
4677 G.P.O. TELEPHONE [illegible]

62

Retain with
N423041

PENRITH CITY COUNCIL

Civic Centre
601 High Street, Penrith

PO Box 60 Penrith NSW 2751

Telephone: 02 4732 7777
Facsimile: 02 4732 7958

Email: pencit@penrithcity.nsw.gov.au

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 284695
Your Reference: 220227
Contact No.

Issue Date: 04 March 2022
Certificate No: 22/01163

Issued to: Adams & Partners Lawyers
443 High Street
PENRITH NSW 2750

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND **Parish: MULGOA**

Location: 26 Gilda Avenue SOUTH PENRITH NSW 2750
Land Description: Lot 93 DP 243976

- 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.

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

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 2 - *Vegetation in non-rural* areas.
State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 6 - *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 (Biodiversity and Conservation) 2021, Chapter 7 - *Canal estate development.* (Note: This policy does not apply to the land to which State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 5 - *Penrith Lakes Scheme*, applies.)
State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 9 - *Hawkesbury-Nepean River.* (Note: This policy does not apply to land to which State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 5 - *Penrith Lakes Scheme*, applies.)
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
State Environmental Planning Policy (Housing) 2021.
State Environmental Planning Policy (Industry and Employment) 2021, Chapter 3 - *Advertising and signage.*

PENRITH CITY COUNCIL

Civic Centre
601 High Street, Penrith

PO Box 60 Penrith NSW 2751
Telephone: 02 4732 7777
Facsimile: 02 4732 7958
Email: pencit@penrithcity.nsw.gov.au

State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.
State Environmental Planning Policy (Planning Systems) 2021, Chapter 2 - *State and regional development.*
State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 2 - *State Significant Precincts.*
State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 4 - *Western Sydney Aerotropolis.*
State Environmental Planning Policy (Primary Production) 2021, Chapter 2 - *Primary production and rural development.*
State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 3 - *Hazardous and offensive development.*
State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 4 - *Remediation of land.*
State Environmental Planning Policy (Resources and Energy) 2021, Chapter 2 - *Mining, petroleum production and extractive industries.*
State Environmental Planning Policy (Resources and Energy) 2021, Chapter 3 - *Extractive industries in Sydney area.*
State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 2 - *Infrastructure.*
State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 3 - *Educational establishments and childcare facilities.*

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:

A Planning Proposal to amend Penrith Local Environmental Plan 2010 (LEP 2010) applies to this land. The Planning Proposal (Mitigating the Urban Heat Island Effect) seeks to amend LEP 2010 by introducing a new local provision to ensure the mitigation of the urban heat island effect is a major consideration for development. See www.penrithcity.nsw.gov.au for details.

Draft State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 4 - *Remediation of land* applies to the land.

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

Draft State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 2 - *Infrastructure* applies to the land.

Draft State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 3 - *Educational establishments and childcare facilities* applies to the land.

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

Draft State Environmental Planning Policy (Primary Production) 2021, Chapter 2 - *Primary production and rural development* applies to the land.

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

Draft State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 4 - *Western Sydney Aerotropolis* applies to the land.

Draft State Environmental Planning Policy (Planning Systems) 2021, Chapter 2 - *State and regional development* applies to the land.

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

Penrith Development Control Plan 2014 applies to the land.

Draft Development Control Plan 2014 (DCP 2014) - Urban Heat amendment applies to the land. The amendment to DCP 2014 proposes to introduce a new chapter on Urban Heat Management. Please visit Council's website via www.penrithcity.nsw.gov.au for more information.

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 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

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.)

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 (PRECINCTS – WESTERN PARKLAND CITY) 2021, CHAPTER 3 – SYDNEY REGION GROWTH CENTRES

(Information is provided in this section only if the land is within any zone under State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 3 - *Sydney region growth centres*)

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.

PENRITH CITY COUNCIL

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LOW RISE HOUSING DIVERSITY CODE

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

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

GREENFIELD HOUSING CODE

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

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

HOUSING ALTERATIONS CODE

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

GENERAL DEVELOPMENT CODE

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

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

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

SUBDIVISIONS CODE

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

DEMOLITION CODE

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

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

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

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

FIRE SAFETY CODE

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

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

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

4 COASTAL PROTECTION

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

5 MINE SUBSIDENCE

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

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) This land has not been identified as being below the adopted flood planning level (i.e. the 1% Annual Exceedance Probability flood level plus 0.5 metre). Development on the land or part of the land (if such development is permissible on the land) is not generally subject to flood related development controls. However, Council reserve the right to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

(2) This land has been identified as being above the Probable Maximum Flood level (not including land or part of the land below the overland flow flood planning levels).
Development on the land or part of the land (if such development is permissible on the land) is not subject to flood related development controls.

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, State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 6 - *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.)

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CITY COUNCIL

Civic Centre
601 High Street, Penrith

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PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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10A NATIVE VEGETATION CLEARING SET ASIDES

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

11 BUSH FIRE PRONE LAND

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

12 PROPERTY VEGETATION PLANS

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

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, section 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.)

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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, section 21(1) or 40(1) have been imposed as a condition of consent in relation to the land.)

18 PAPER SUBDIVISION INFORMATION

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

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.

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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).

22 STATE ENVIRONMENTAL PLANNING POLICY (PRECINCTS - WESTERN PARKLAND CITY) 2021, CHAPTER 4 – WESTERN SYDNEY AEROTROPOLIS

The land may be subject to additional planning considerations under State Environmental Planning Policy (Precincts – Western Parkland City) 2021, Chapter 4 – *Western Sydney Aerotropolis:*

	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.

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PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Warwick Winn
General Manager

per

Please note:
Certain amendments to the Environmental Planning and Assessment Act 1979 No 203 (Act) commenced on 1 March 2018.
The Environmental Planning and Assessment (Amendment) Act 2017 No 60 makes structural changes to the Act and, as a consequence, the Act has been renumbered in a decimal format. For example, Section 149 Planning Certificates have become Section 10.7 Certificates. Some of the information in this certificate may refer to the previous version of the Act.
Council is committed to updating all relevant documents in a timely manner. This will include planning instruments, applications, approvals, orders, certificates, forms and other associated documents in both printed and electronic versions. Council is required to implement these changes and regrets any inconvenience caused to the local business, industry and the community.

Sydney WATER

Sewer Service Diagram

Application Number: 8001475200

SEWERAGE SERVICE DIAGRAM

WATER BOARD

MUNICIPALITY OF Penrith SUBURB OF Penrith Copy of Diagram No. 962139

PROPERTY/RATE NO 4605205 SEWER REF.SHEET NUMBER _____ SCALE 1:500

SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS

■	Manhole	■ P	P. Trap		
□ Chr	Chamber	■ R	Reflux Valve		
O L.H.	Lamphole	—o—	Cleaning Eye		
⋈	Boundary Trap	O Vert.	Vertical Pipe		
●	Inspection Shaft	IP	Induct Pipe		
■ Pit	Pit	MF	Mica Flap		
▣ G	Grease Interceptor	Jn.	Junction		
▣	Gully	• RP	Rodding Point		

INDICATES - PLUMBING FIXTURES & OR FITTINGS

CO		Clear Out	Bid	Bidet	
O	V	Vent Pipe	S	Shower	
T		Tubs	DW.	Dishwasher	
K		Kitchen Sink	F	Floor Waste	
W		Water Closet	M	Washing Machine	
B		Bath Waste	B	Bar Sink	
H		Handbasin	L	Lab Sink	

INDICATES-PLUMBING ON MORE THAN ONE LEVEL

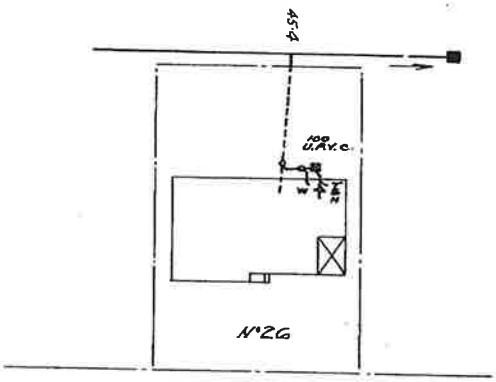
O SV	Soil Vent Pipe	O WS	Waste Stack

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-law 8, Clause 3).

***Note:* Position of House Service Drainage shown by broken lines is assumed.**



GILDA AVE.

CONNECTION POINT Depth.....m

Junction 45-1 m from DS/MF Manhole

.....S/L.....m

Inlet into Manhole

Connection Date:...../...../.....

For Regional Manager _____...../...../.....

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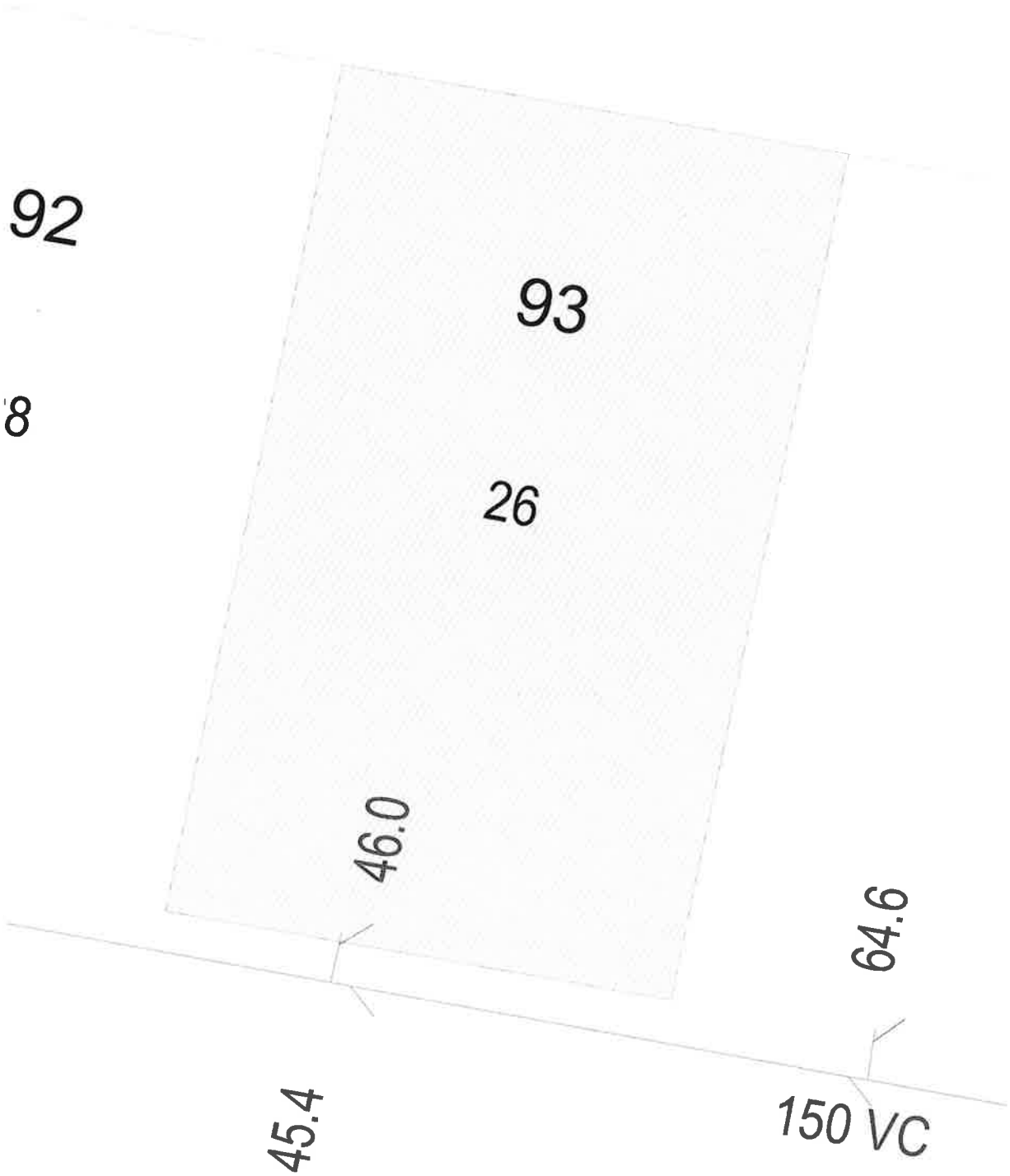
Disclaimer
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Sydney WATER

Service Location Print

Application Number: 8001475201



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

Sydney WATER

Asset Information

Legend

Sewer

- Sewer Main (with flow arrow & size type text) — 225 PVC
- Disused Main
- Rising Main
- Maintenance Hole (with upstream depth to invert) — 1.7
- Sub-surface chamber
- Maintenance Hole with Overflow chamber
- Ventshaft EDUCT — VS
- Ventshaft INDUCT — VS
- Property Connection Point (with chainage to downstream MH) — 10.5
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point — RP
- Lamphole
- Vertical — VERT
- Pumping Station — SP0882
- Sewer Rehabilitation

Pressure Sewer

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

Vacuum Sewer

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

Stormwater

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

Property Details

- Boundary Line
- Easement Line
- House Number — 25, 26
- Lot Number — 9, 8, 10, 12
- Proposed Land
- Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

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

Private Mains

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

Disclaimer
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Sydney WATER

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 GOVERNMENT

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	**006c8970**
Property Address:	**26 GILDA AVENUE SOUTH PENRITH**
Date of Registration:	**28 October 2013**
Type of Pool:	**An outdoor pool that is not portable or inflatable**
Description of Pool:	**in ground Pool**

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

NSW SWIMMING POOL REGISTER

Certificate of Non-compliance

Clause 21 – Swimming Pools Regulation 2018

Pool no:	**006c8970**
Property address:	**26 GILDA AVENUE SOUTH PENRITH**
Date of inspection:	**06 March 2022**
Expiry date:	**06 March 2023**
Issuing authority:	**Amanda Croft - Registered Certifier - bdc2776**

Did not comply with AS1926.1 (2012).

The swimming pool at the above property DOES NOT COMPLY with Part 2 of the *Swimming Pools Act 1992*. Please refer to the registered certifier's notice, issued under section 22E of the *Swimming Pools Act 1992*, for detailed reasons of non-compliance and rectification works required to render the swimming pool compliant with the applicable standard.

The swimming pool poses a significant risk to public safety ☐

The swimming pool does not pose a significant risk to public safety ☒

Non-compliance area/s:

Boundary fence	☒	**Doors**	☐
Fence height	☐	**Fence panels/gaps**	☒
Gate closure	☐	**Gate latch**	☐
Non-ancillary structure	☐	**Non-climbable zones**	☒
Signage	☐	**Window**	☐
Other (see text box below)	☐		

This certificate expires on issuing of a certificate of compliance or 12 months after the date of issue, whichever occurs first.

Purchasers of a property with a non-compliant swimming pool barrier have 90 days from the date of settlement to fix any areas of non-compliance.

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.

26 GILDA AVE SOUTH PENRITH NSW 2750

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

26 GILDA AVE SOUTH PENRITH NSW 2750

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

WARNINGS

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

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

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. 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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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.

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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.

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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;

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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 –

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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.

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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.

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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;

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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.

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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 earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - 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 –

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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

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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*.

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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*;

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electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ECNL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

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.

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CONTRACT FOR THE SALE OF LAND

Allen John Bush
&
Carol Ann Bush

SALE OF

26 Gilda Avenue,
South Penrith NSW 2750

Adams & Partners Lawyers
443 High Street, Penrith NSW 2750
PO Box 431, Penrith NSW 2751
Ph: 02 4721 6200
Fax: 02 4722 6622