

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Southlands Estate Agents	phone: 02 4721 1111
	Shop 9, 2 Birmingham Road, SOUTH PENRITH	email: admin@southlandsea.com.au
	NSW 2750	

co-agent

vendor

vendor's solicitor

date for completion 35 days after the contract date (clause 15)

land (address, plan details and title reference) 34 WEEMA ST CADDENS NSW 2747
Lot 737 DEPOSITED PLAN 1248687
Folio Identifier 737/1248687

improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies

☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space

☐ none ☐ other:

attached copies ☒ documents in the List of Documents as marked or as numbered:

☐ other documents:

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

inclusions

☐ air conditioning	☒ clothes line	☒ fixed floor coverings	☒ range hood
☒ blinds	☐ curtains	☒ insect screens	☐ solar panels
☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☒ stove
☐ ceiling fans	☐ EV charger	☐ pool equipment	☒ TV antenna
☐ other:			

exclusions

purchaser

purchaser's solicitor

price

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

balance

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

Where there is more than one purchaser ☐ JOINT TENANTS

☐ tenants in common ☐ in unequal shares, specify:

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
Signed by _____ Vendor _____ Vendor	Signed by _____ Purchaser _____ Purchaser
VENDOR (COMPANY)	PURCHASER (COMPANY)
Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held	Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held

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

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

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

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

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

1.1 In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice served by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

34 WEEMA ST CADDENS NSW 2747

ADDITIONAL CLAUSES attaching to the **CONTRACT FOR SALE AND PURCHASE OF LAND**

33. INTERPRETATION AND AMENDMENTS

33.1 Interpretation

The following rules of interpretation apply unless the context requires otherwise: -

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.
- (c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) “*clause*”, “*paragraph*” or “*sub-clause*” means clause, paragraph or sub-clause, respectively, of this contract.
- (e) Unless stated otherwise, one provision does not limit the effect of another.
- (f) A reference to “solicitor” includes a party’s representative if named in the contract.
- (g) A reference to this contract includes any amendment, novation, supplement, variation or replacement to it from time to time, except to the extent prohibited by this contract.
- (h) “*in writing*” includes any communication sent by letter or email.
- (i) “*including*” and similar expressions are not words of limitation.

33.2 Service on non-business day

Where a document is served on a day which is not a business day, it will be taken to have been served on the commencement of the next business day.

33.3 Service by email

- (a) Despite anything in clause 20.6, a document under or relating to this contract is regarded as served if:
 - (i) it is sent by electronic mail to a party's solicitor;
 - (ii) it is sent on a business day;
 - (iii) the delivery receipt is received for the electronic mail; and
 - (iv) the delivery receipt does not state that any error occurred in transmission.
- (b) If the delivery receipt states that the document was sent:
 - (i) on or before 5.00pm on the transmission day - the document is served when transmission is completed; or
 - (ii) after 5.00pm on the transmission day - the document is served at 9am on the next business day.

33.4 Documents attached to the contract (Paragraph (b) replaces clause 20.1)

- (a) For the purpose of clause 10, the substance of all material contained in any document (or copy of any document) attached to this contract is disclosed in this contract.
- (b) If before this contract is signed by or on behalf of the purchaser a document or copy of a document, at the request of the vendor or the vendor's solicitor, was attached to this contract by or on behalf of the purchaser or the purchaser's solicitor, the person attaching that document or copy did so as the agent of the vendor.

33.5 Severance

Any provision of this contract which is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability but the validity or enforceability of the remaining provisions of this contract will not be affected.

33.6 Further amendment to clauses 1 to 32 inclusive

- (a) The definition of "*requisition*" in clause 1 is amended to read "*an objection, question, requisition or claim.*"
- (b) Clause 5.2.3 is deleted.
- (c) In clause 8.1 the words "*The vendor can rescind if*" are deleted and the words "*Notwithstanding any other provision contained in this contract, the vendor can rescind if*" in lieu thereof.
- (d) In clause 8.1.1 delete the words "*on reasonable grounds*".
- (e) Delete "*substance*" in clauses 10.1.8 and 10.1.9 and insert in lieu thereof the word "*existence*".
- (f) Clause 12: insert the following at the end of the clause: "*In this clause certificate does not include a building information certificate under any legislation. The purchaser must not apply for a building information certificate under any legislation without the prior written consent of the vendor.*"
- (g) Clause 14.4.2 is deemed deleted from this contract in circumstances where either the vendor or the purchaser or both of them are trustees of special trusts or are or will be a non-concessional company, within the meaning of the *Land Tax Management Act, 1956*.
- (h) Delete "or fax" in clause 20.6.5.
- (i) In clause 30.11, substitute the amount of \$5.00 in lieu of \$10.00 and add the word "*bank*" immediately after the word "*settlement*".

34. BREACH OF STATUTORY WARRANTY BY VENDOR

- (a) If the vendor breaches any warranty under *section 52A(2)(b)* of the *Conveyancing Act 1919* and/or the *Conveyancing (Sale of Land) Regulation 2022*, the vendor may, before completion, serve a notice:
 - (i) specifying the breach;

- (ii) requesting the purchaser to serve a notice irrevocably waiving the breach (“Waiver”); and
 - (iii) indicating that the vendor intends to rescind this contract if the Waiver is not served within 14 days of service of the notice.
- (b) The vendor may rescind if;
 - (i) the vendor serves notice under paragraph (a); and
 - (ii) the purchaser does not serve the Waiver within the time required under the notice.
- (c) If the purchaser serves a waiver before the vendor rescinds under paragraph (b), the vendor is no longer entitled to rescind under paragraph (b).

35. RESCISSION

If a party to this contract:

- (a) is a corporation and before completion:
 - (i) enters into a scheme;
 - (ii) it makes any arrangement for the benefit of creditors;
 - (iii) an order is made to wind up the party;
 - (iv) a liquidator, administrator or official manager is appointed in respect of the party;
 - (v) a mortgagee enters into possession of all or a substantial part of the asset of the party;
 - (vi) a receiver, receiver and manager or agent of a mortgagee is appointed to all or a substantial part of the assets of the party; or
- (b) is an individual who before completion:
 - (i) dies;
 - (ii) becomes mentally ill; or
 - (iii) is declared bankrupt,

then either party may rescind this contract.

36. NOTICE TO COMPLETE

36.1 Issue of notice

- (a) If completion does not occur on or before 4.00 p.m. on the date for completion as a result of the breach of or default by a party, then the other party may:
 - (i) at any time serve a notice requiring completion of this contract on a specified date (being not less than 14 days ("Notice Period") after the date of service of that notice); and
 - (ii) make time of the essence for compliance with that notice.
- (b) The parties agree that the Notice Period is sufficient.
- (c) The party issuing such Notice to Complete shall be at liberty to withdraw the Notice without prejudicing that party's continuing right to give any further notice.
- (d) Should a party issue a Notice to Complete, the other party will on settlement allow to the party who issued the notice the sum of \$220.00 (inclusive of GST) being that party's legal costs of doing so.

36.2 Notice Period

For the purpose of calculating the Notice Period:

- (a) the Notice Period commences at midnight on the business day on which the notice is served; and
- (b) a reference to a day means the period of time commencing at midnight and ending 24 hours later.

36.3 Time essential

Any notice making time of the essence may specify any time of the day between 11.00 a.m. and 3.00 p.m. as the time for performance of any obligation under this contract in which event performance by that specified time is of the essence.

37. INTEREST

37.1 Payment of interest

If payment does not occur on or before the date for completion, the purchaser shall pay to the vendor, in cash on completion, interest calculated:

- (a) daily at the rate of 8% per annum; and
- (b) on the balance of the purchase price under this contract,

in respect of the period ("Interest Period") commencing on the day following the date for completion and ending on completion.

37.2 Essential term

The purchaser may not require the vendor to complete this contract unless interest payable under this contract is paid to the vendor on completion. It is an essential term of this contract that the interest is paid.

37.3 Delay by Vendor

Clause 37.1 does not apply in respect of any part of the Interest Period during which completion has been delayed due to the fault of the vendor.

38. REAL ESTATE AGENT

38.1 Purchaser's Warranty

The purchaser warrants that the purchaser was not introduced to the vendor or to the property by any real estate agent or any other person who may be entitled to claim commission from the vendor in respect of this sale other than the vendor's agent (if any) specified in this contract.

38.2 Purchaser's Indemnity

The purchaser indemnifies the vendor against any claim by any agent or any other person arising out of or as a consequence of any breach of warranty in clause 38.1 and against all costs and expenses incidental to defending any such claim. It is agreed that this indemnity shall be a continuing indemnity and shall not merge on completion.

39. ADJUSTMENT DATE

Despite anything in this contract, if completion does not occur on or before the date for completion as a result of the breach of or default by the purchaser, "**adjustment date**" means the earlier of the giving of possession to the purchaser or the date for completion.

40. NO REPRESENTATION AS TO "COOLING OFF" RIGHTS

The purchaser acknowledges that the vendor does not represent that the property is or is not residential property, within the meaning of *section 66Q of the Conveyancing Act, 1919*, by either the description of the improvements anywhere in this contract or the inclusion of the statement under *section 66X of the Conveyancing Act, 1919* or otherwise.

41. CONDITION OF PROPERTY, NO OBJECTION BY PURCHASER

The purchaser acknowledges that the purchaser:

- (a) has not been induced to enter into this contract by any statement made or given by or on behalf of the vendor.
- (b) has relied entirely upon suitable enquires and inspections as to the condition of the property and the purposes for which it can be used before entering into this contract.

- (c) purchases the property in its present state and condition and subject to any change due to fair wear and tear before completion.

The purchaser cannot make any objection requisition or claim for compensation or rescind or terminate in respect of the above matters.

42. PURCHASER TO COMPLY WITH WORK ORDER

Notwithstanding clause 11.1 the vendor need not comply with a work order made on or before the contract date if the work order is made as a consequence of a request, prior to the exchange of contracts by the purchaser or any person on his behalf, to the responsible Council for a building information certificate under *division 6.7* of the *Environmental Planning & Assessment Act 1979*.

43. ADJUSTMENT OF WATER USAGE CHARGES

43.1 Allowance on Completion

The vendor must on completion allow amounts for water and sewerage usage charges for which the relevant authority has not issued accounts. The amounts must be calculated by multiplying:

- (a) the number of unbilled days up to and including the adjustment date by;
- (b) the average charge per day for usage for the last period for which an account was issued.

43.2 Vendor not liable to Purchaser

Other than the above the vendor is not liable to account to the purchaser for water and sewerage usage charges for which the relevant authority has not issued accounts.

44. CREDIT CODE

44.1 Warranty

The purchaser acknowledges that the vendor has entered into this contract on the purchaser's warranty that: -

- (a) The purchaser does not require credit in order to pay for the property; or
- (b) If the purchaser requires credit in order to pay for the property, the purchaser has obtained such credit on reasonable terms prior to the date of this contract.

44.2 No right to terminate

The purchaser shall not have any right to terminate this contract by virtue of any non-availability of credit as at completion.

45. SEVERABILITY

Each clause and sub-clause of the conditions of this contract shall be severable from each other clause and sub-clause and if for any reason any clause or sub-clause is invalid or unenforceable including due to the operation of *section 52A of the Conveyancing Act 1919* or the *Conveyancing (Sale of Land) Regulations 2022*, then this contract will be read and construed as if that provision is severed from this contract and the invalidity of that provision shall not prejudice or in any way affect the validity or enforceability of any of the remaining clauses.

46. NON-MERGER

Notwithstanding the completion of this contract and notwithstanding the registration of the transfer in favour of the purchaser any clause or special condition to which effect is not given by such completion or registration and which is capable of taking effect after completion or registration will not merge but will remain in full force and effect.

47. PAYMENT OF DEPOSIT IN “COOLING OFF” PERIOD

If this contract is exchanged with a “cooling off” period pursuant to *section 66S of the Conveyancing Act 1919*, then despite any other provision of this contract, the Deposit shall be paid as follows:

- (a) as to 0.25% of the price on the date hereof; and
- (b) 9.75% of the deposit on or before the expiration of the “cooling off” period.

48. ENTIRE AGREEMENT

48.1 Entire Agreement

This contract constitutes the entire agreement between the vendor and the purchaser relating to the sale of the property.

48.2 No Collateral Agreement

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

48.3 No Warranty

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

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

48.4 Purchaser's Acknowledgement

The purchaser acknowledges that the purchaser, when entering into this contract, relied exclusively on the following matters independently of any statements, inducements or representations made by or on behalf of the vendor (including those made by any estate agent acting on behalf of the vendor):

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

49. SEWERAGE SERVICE DIAGRAM

Annexed hereto is a copy sewer connection plan issued by the water authority in relation to the property. The purchaser shall make no objection, requisition or claim for compensation in respect of any matter disclosed or referred to in such diagram should it be established that any roof or surface water drainage is connected to the water authority's sewer.

Further the purchaser acknowledges that the sewer connection plan, if annexed hereto, may not necessarily disclose all the pipes and mains which may run through the property. The purchaser shall make no objection, requisition or claim for compensation in respect thereof.

50. ALTERATIONS TO CONTRACT

50.1 Authority to Alter the Contract

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

50.2 Non-Merger

Each party authorises their legal representative to vary the provisions of this contract at any time before the expiration of the cooling off period.

51. TRANSFER

If this transaction is to be conducted as a manual transaction pursuant to clause 30 and the purchaser does not serve the Transfer in accordance with clause 30.2 of the contract or if served, the Transfer is incorrect, then the vendor's solicitor shall prepare the Transfer and have the vendor execute it. The vendor shall serve a copy of the Transfer on the purchaser's solicitor/conveyancer and on completion the purchaser shall pay the vendor the sum of \$110.00 for having prepared the Transfer.

52. FOREIGN PERSONS

52.1 Purchaser's Indemnity

The purchaser acknowledges that if the promise in clause 22.1 is untrue in any respect the purchaser hereby indemnifies the vendor against any loss which the vendor may suffer as a result of the vendor having relied on that promise.

52.2 Non-Merger

This clause does not merge on completion.

53. INCORRECT CALCULATION

If on completion any apportionment of outgoings required to be made under this contract is overlooked or incorrectly calculated, then either party upon request agrees to pay such amount to the other party or appropriate authority the amount that has been overlooked or incorrectly calculated. This clause shall not merge on completion.

54. OWNER BUILDER WARNING

The Vendor discloses that an owner builder permit was issued in relation to the construction of a dwelling on the land dated 2 November 2021 and that work done under an Owner Builder Permit is not required to be insured under the Home Building Act 1989.

55. CHRISTMAS & NEW YEAR HOLIDAYS

Notwithstanding any provisions in this contract, if completion falls on a day between 21 December of the current year and 12 January of the following year then the completion date will be 13 January of the following year. Neither party will issue a Notice to Complete against the other party between 21 December of the current year and 12 January of the following year due to the Christmas and New Year Holidays.

56. HEADINGS

All headings contained in this contract are purely for guidance and do not form part of the substance of this contract.



FOLIO: 737/1248687

SEARCH DATE	TIME	EDITION NO	DATE
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10/9/2024	10:04 AM	5	4/7/2023

LAND

LOT 737 IN DEPOSITED PLAN 1248687
AT CADDENS
LOCAL GOVERNMENT AREA PENRITH
PARISH OF CLAREMONT COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1248687

FIRST SCHEDULE

VICTOR XIBERRAS
VIRGINIA GINA XIBERRAS
AS JOINT TENANTS (T AQ758560)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1248687 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT
- 3 AT237188 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

COORDINATE-HEIGHT SCHEDULE

MARK	ESTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN	STATE	LEVEL	CLASS	ORDER
SSM1030A	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030B	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030C	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030D	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030E	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030F	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030G	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030H	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030I	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030J	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030K	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030L	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030M	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030N	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030O	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030P	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030Q	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030R	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030S	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030T	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030U	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030V	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030W	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030X	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030Y	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4
SSM1030Z	26989 271	62620 885	C	4	FROM SCAMS	MGA	FOUND	55.411	LD	L4

SCHEDULE OF P.M. LINES

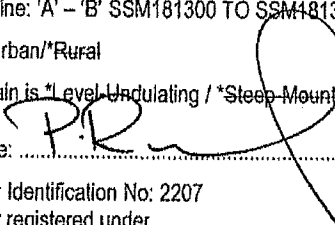
MARKS	SURVEY	MGA GROUND
SSM1030A	SSM1030A	118 802
SSM1030B	SSM1030B	118 802
SSM1030C	SSM1030C	118 802
SSM1030D	SSM1030D	118 802
SSM1030E	SSM1030E	118 802
SSM1030F	SSM1030F	118 802
SSM1030G	SSM1030G	118 802
SSM1030H	SSM1030H	118 802
SSM1030I	SSM1030I	118 802
SSM1030J	SSM1030J	118 802
SSM1030K	SSM1030K	118 802
SSM1030L	SSM1030L	118 802
SSM1030M	SSM1030M	118 802
SSM1030N	SSM1030N	118 802
SSM1030O	SSM1030O	118 802
SSM1030P	SSM1030P	118 802
SSM1030Q	SSM1030Q	118 802
SSM1030R	SSM1030R	118 802
SSM1030S	SSM1030S	118 802
SSM1030T	SSM1030T	118 802
SSM1030U	SSM1030U	118 802
SSM1030V	SSM1030V	118 802
SSM1030W	SSM1030W	118 802
SSM1030X	SSM1030X	118 802
SSM1030Y	SSM1030Y	118 802
SSM1030Z	SSM1030Z	118 802

(A4) - BENEFITTED BY EASEMENT FOR SUPPORT 0.10.0.9 & 1.5 (DP1165946)

- BENEFITTED BY EASEMENT TO DRAIN WATER 2 WIDE (DP1165946)

SCHEDULE OF CURVED BOUNDARIES

No	Beginning	Chord	Area	Radius	No	Beginning	Chord	Area	Radius
1	271° 30'	2.67	2.67	88	12	126° 05'	6.15	6.15	72
2	288° 44'	10.25	9.86	88	13	122° 05'	14.35	14.36	72
3	288° 44'	10.25	10.26	88	14	119° 55'	31.87	31.88	32
4	288° 44'	10.25	10.26	88	15	117° 05'	8.46	8.46	88
5	288° 44'	10.25	10.26	88	16	114° 05'	7.87	7.87	88
6	288° 44'	10.25	10.26	88	17	112° 04'	7.87	7.87	88
7	288° 44'	10.25	10.26	88	18	110° 04'	7.87	7.87	88
8	288° 44'	10.25	10.26	88	19	108° 04'	7.87	7.87	88
9	288° 44'	10.25	10.26	88	20	106° 04'	7.87	7.87	88
10	288° 44'	10.25	10.26	88	21	104° 04'	7.87	7.87	88
11	288° 44'	10.25	10.26	88	22	102° 04'	7.87	7.87	88
12	288° 44'	10.25	10.26	88	23	100° 04'	7.87	7.87	88
13	288° 44'	10.25	10.26	88	24	98° 04'	7.87	7.87	88
14	288° 44'	10.25	10.26	88	25	96° 04'	7.87	7.87	88
15	288° 44'	10.25	10.26	88	26	94° 04'	7.87	7.87	88
16	288° 44'	10.25	10.26	88	27	92° 04'	7.87	7.87	88
17	288° 44'	10.25	10.26	88	28	90° 04'	7.87	7.87	88
18	288° 44'	10.25	10.26	88	29	88° 04'	7.87	7.87	88
19	288° 44'	10.25	10.26	88	30	86° 04'	7.87	7.87	88
20	288° 44'	10.25	10.26	88	31	84° 04'	7.87	7.87	88
21	288° 44'	10.25	10.26	88	32	82° 04'	7.87	7.87	88
22	288° 44'	10.25	10.26	88	33	80° 04'	7.87	7.87	88
23	288° 44'	10.25	10.26	88	34	78° 04'	7.87	7.87	88
24	288° 44'	10.25	10.26	88	35	76° 04'	7.87	7.87	88
25	288° 44'	10.25	10.26	88	36	74° 04'	7.87	7.87	88
26	288° 44'	10.25	10.26	88	37	72° 04'	7.87	7.87	88
27	288° 44'	10.25	10.26	88	38	70° 04'	7.87	7.87	88
28	288° 44'	10.25	10.26	88	39	68° 04'	7.87	7.87	88
29	288° 44'	10.25	10.26	88	40	66° 04'	7.87	7.87	88
30	288° 44'	10.25	10.26	88	41	64° 04'	7.87	7.87	88
31	288° 44'	10.25	10.26	88	42	62° 04'	7.87	7.87	88
32	288° 44'	10.25	10.26	88	43	60° 04'	7.87	7.87	88
33	288° 44'	10.25	10.26	88	44	58° 04'	7.87	7.87	88
34	288° 44'	10.25	10.26	88	45	56° 04'	7.87	7.87	88
35	288° 44'	10.25	10.26	88	46	54° 04'	7.87	7.87	88
36	288° 44'	10.25	10.26	88	47	52° 04'	7.87	7.87	88
37	288° 44'	10.25	10.26	88	48	50° 04'	7.87	7.87	88
38	288° 44'	10.25	10.26	88	49	48° 04'	7.87	7.87	88
39	288° 44'	10.25	10.26	88	50	46° 04'	7.87	7.87	88
40	288° 44'	10.25	10.26	88	51	44° 04'	7.87	7.87	88
41	288° 44'	10.25	10.26	88	52	42° 04'	7.87	7.87	88
42	288° 44'	10.25	10.26	88	53	40° 04'	7.87	7.87	88
43	288° 44'	10.25	10.26	88	54	38° 04'	7.87	7.87	88
44	288° 44'	10.25	10.26	88	55	36° 04'	7.87	7.87	88
45	288° 44'	10.25	10.26	88	56	34° 04'	7.87	7.87	88
46	288° 44'	10.25	10.26	88	57	32° 04'	7.87	7.87	88
47	288° 44'	10.25	10.26	88	58	30° 04'	7.87	7.87	88
48	288° 44'	10.25	10.26	88	59	28° 04'	7.87	7.87	88
49	288° 44'	10.25	10.26	88	60	26° 04'	7.87	7.87	88
50	288° 44'	10.25	10.26	88	61	24° 04'	7.87	7.87	88
51	288° 44'	10.25	10.26	88	62	22° 04'	7.87	7.87	88
52	288° 44'	10.25	10.26	88	63	20° 04'	7.87	7.87	88
53	288° 44'	10.25	10.26	88	64	18° 04'	7.87	7.87	88
54	288° 44'	10.25	10.26	88	65	16° 04'	7.87	7.87	88
55	288° 44'	10.25	10.26	88	66	14° 04'	7.87	7.87	88
56	288° 44'	10.25	10.26	88	67	12° 04'	7.87	7.87	88
57	288° 44'	10.25	10.26	88	68	10° 04'	7.87	7.87	88
58	288° 44'	10.25	10.26	88	69	8° 04'	7.87	7.87	88
59	288° 44'	10.25	10.26	88	70	6° 04'	7.87	7.87	88
60	288° 44'	10.25	10.26	88	71	4° 04'	7.87	7.87	88
61	288° 44'	10.25	10.26	88	72	2° 04'	7.87	7.87	88
62	288° 44'	10.25	10.26	88	73	0° 04'	7.87	7.87	88
63	288° 44'	10.25	10.26	88	74	359° 56'	7.87	7.87	88
64	288° 44'	10.25	10.26	88	75	357° 56'	7.87	7.87	88
65	288° 44'	10.25	10.26	88	76	355° 56'	7.87	7.87	88
66	288° 44'	10.25	10.26	88	77	353° 56'	7.87	7.87	88
67	288° 44'	10.25	10.26	88	78	351° 56'	7.87	7.87	88
68	288° 44'	10.25	10.26	88	79	349° 56'	7.87	7.87	88
69	288° 44'	10.25	10.26	88	80	347° 56'	7.87	7.87	88
70	288° 44'	10.25	10.26	88	81	345° 56'	7.87	7.87	88
71	288° 44'	10.25	10.26	88	82	343° 56'	7.87	7.87	88
72	288° 44'	10.25	10.26	88	83	341° 56'	7.87	7.87	88
73	288° 44'	10.25	10.26	88	84	339° 56'	7.87	7.87	88
74	288° 44'	10.25	10.26	88	85	337° 56'	7.87	7.87	88
75	288° 44'	10.25	10.26	88	86	335° 56'	7.87	7.87	88
76	288° 44'	10.25	10.26	88	87	333° 56'	7.87	7.87	88
77	288° 44'	10.25	10.26	88	88	331° 56'	7.87	7.87	88
78	288° 44'	10.25	10.26	88	89	329° 56'	7.87	7.87	88
79	288° 44'	10.25	10.26	88	90	327° 56'	7.87	7.87	88
80	288° 44'	10.25	10.26	88	91	325° 56'	7.87	7.87	88
81	288° 44'	10.25	10.26	88	92	323° 56'	7.87	7.87	88
82	288° 44'	10.25	10.26	88	93	321° 56'	7.87	7.87	88
83	288° 44'	10.25	10.26	88	94	319° 56'	7.87	7.87	88
84	288° 44'	10.25	10.26	88	95	317° 56'	7.87	7.87	88
85	288° 44'	10.25	10.26	88	96	315° 56'	7.87	7.87	88
86	288° 44'	10.25	10.26	88	97	313° 56'	7.87	7.87	88
87	288° 44'	10.25	10.26	88	98	311° 56'	7.87	7.87	88
88	288° 44'	10.25	10.26	88	99	309° 56'	7.87	7.87	88
89	288° 44'	10.25	10.26	88	100	307° 56'	7.87	7.87	88
90	288° 44'	10.25	10.26	88	101	305° 56'	7.87	7.87	88
91	288° 44'	10.25	10.26	88	102	303° 56'	7.87	7.87	88
92	288° 44'	10.25	10.26	88	103	301° 56'	7.87	7.87	88
93	288° 44'	10.25	10.26	88	104	299° 56'	7.87	7.87	88
94	288° 44'	10.25	10.26	88	105	297° 56'	7.87	7.87	88
95	288° 44'	10.25	10.26	88	106	295° 56'	7.87	7.87	88
96	288° 44'	10.25	10.26	88	107	293° 56'	7.87	7.87	88
97	288° 44'	10.25	10.26	88	108	291° 56'	7.87	7.87	88
98	288° 44'	10.25	10.26	88	109	289° 56'	7.87	7.87	88
99	288° 44'	10.25	10.26	88	110	287° 56'	7.87	7.87	88
100	288° 44'	10.25	10.26	88	111	285° 56'	7.87	7.87	88
101	288° 44'	10.25	10.26	88	112	283° 56'	7.87	7.87	88
102	288° 44'	10.25	10.26	88	113	281° 56'	7.87	7.87	88
103	288° 44'	10.25	10.26	88	114	279° 56'	7.87	7.87	88
104	288° 44'	10.25	10.26	88	115	277° 56'	7.87	7.87	88
105	288° 44'	10.25	10.26	88	116	275° 56'	7.87	7.87	88
106	288° 44'	10.25	10.26	88	117	273° 56'	7.87	7.87	88
107	288° 44'	10.25	10.26	88	118	271° 56'	7.87	7.87	88
108	288° 44'	10.25	10.26	88	119	269° 56'	7.87	7.87	88
109	288° 44'	10.25	10.26	88	120	267° 56'	7.87	7.87	88
110	288° 44'	10.25	10.26	88	121	265° 56'	7.87	7.87	88
111	288° 44'	10.25	10.26	88	122	263° 56'	7.87	7.87	88
112	288° 44'	10.25	10.26	88	123	261° 56'	7.87	7.87	88
113	288° 44'	10.25	10.26	88	124	259° 56'	7.87	7.87	88
114	288° 44'	10.25	10.26	88	125	257° 56'	7.87	7.87	88
115	288° 44'	10.25	10.26	88	126	255° 56'	7.87	7.87	88
116	288° 44'	10.25	10.26	88	127	253° 56'	7.87	7.87	88
117	288° 44'	10.25	10.26	88	128	251° 56'	7.87	7.87	88
118	288° 44'	10.25	10.26	88	129	249° 56'	7.87	7.87	88
119	288° 44'	10.25	10.26	88	130	247° 56'	7.87	7.87	88
120	288° 44'	10.25	10.26	88	131	245° 56'	7.87	7.87	88
121	288° 44'	10.25	10.26	88	132	243° 56'	7.87	7.87	88
122	288° 44'	10.25	10.26	88	133	241° 56'	7.87	7.87	88
123	288° 44'	10.25	10.26	88	134	239° 56'	7.87	7.87	88
124	288° 44'	10.25	10.26	88	135	237° 56'	7.87	7.87	88
125	288° 44'	10.25	10.26	88	136	235° 56'	7.87	7.87	88
126	288° 44'	10.25	10.26	88	137	233° 56'	7.87	7.87	88
127	288° 44'	10.25	10.26	88	138	231° 56'	7.87	7.87	88
128	288° 44'	10.25	10.26	88	139	229° 56'	7.87	7.87	88
129	288° 44'	10.25	10.26	88	140	227° 56'	7.87	7.87	88
130	288° 44'	10.25	10.26	88	141	225° 56'	7.87	7.87	88
131	288° 44'	10.25	10.26	88	142	223° 56'	7.87	7.87	

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 6 sheet(s)	
Registered:  4.8.2020 Title System: TORRENS		Office Use Only		Office Use Only	
		D.P.1248687			
PLAN OF SUBDIVISION OF LOT 500 D.P.1229232, LOT 72 D.P.1166546 AND LOT 3 DP502333		LGA: PENRITH Locality: CADDENS Parish: CLAREMONT County: CUMBERLAND			
Survey Certificate I, Peter Robert Warwick of Vince Morgan Surveyors Pty. Ltd. a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 27 th December 2019 *(b) The part of the land shown in the plan (*being/*excluding ** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'A' - 'B' SSM181300 TO SSM481301 Type: *Urban/*Rural The terrain is *Level Undulating / *Steep Mountainous. Signature:  Dated: 27 th Dec.2019 Surveyor Identification No: 2207 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:			
		Subdivision Certificate I, Gavin Cherry, Authorised Person, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Electronic signature affixed by me, or at my direction, on Wednesday, 1 July 2020 Accreditation number: N/A Consent Authority: Penrith City Council Date of endorsement: Wednesday, 1 July 2020 Subdivision Certificate number: SC20/0021 File Number: DA17/1157 *Strike through if inapplicable.			
Plans used in the preparation of survey/compilation: DP1201629 DP1229890 DP502333 DP1229230 DP1229231 DP1166546 DP1229232 DP1180111		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE THE EXTENSIONS OF WEEMA STREET AND AVIUM DRIVE AND THE SPLAY CORNERS TO THE PUBLIC AS PUBLIC ROAD.			
Surveyor's Reference:20467-7C		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 6 sheet(s)

Registered:



4.8.2020

Office Use Only

Office Use Only

D.P.1248687

PLAN OF SUBDIVISION OF
LOT 500 D.P.1229232,
LOT 72 D.P.1166546 AND
LOT 3 DP502333

Subdivision Certificate number: SC20/0021

Date of Endorsement: 01 July 2020

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

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

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

1. EASEMENT TO DRAIN WATER 2 WIDE (E1)
2. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E2)
3. RESTRICTION ON THE USE OF LAND (R1)
4. RESTRICTION ON THE USE OF LAND (R2)
5. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (E3)
6. POSITIVE COVENANT (P1)
7. POSITIVE COVENANT
8. RESTRICTION ON THE USE OF LAND

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20467-7C

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 6 sheet(s)

Registered:  4.8.2020

Office Use Only

Office Use Only

D.P.1248687

PLAN OF SUBDIVISION OF
 LOT 500 D.P.1229232,
 LOT 72 D.P.1166546 AND
 LOT 3 DP502333

Subdivision Certificate number: SC20/0021
 Date of Endorsement: 01 July 2020

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

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

Signed at *Sydney* the *07* day of *July*, 2020

For Commonwealth Bank of Australia ACN 123 123 124

by its duly appointed Attorney under Power of Attorney Book No. *4548*

494 dated *9/7/2020*

Signature of Attorney

Signature of Witness

.....
 Name of Attorney

.....
 Name of Witness

.....
 Name of Attorney

.....
 Name of Witness

.....
 Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20467-4C

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 6 sheet(s)

Registered:  4.8.2020

Office Use Only

Office Use Only

D.P.1248687

PLAN OF SUBDIVISION OF
 LOT 500 D.P.1229232,
 LOT 72 D.P.1166546 AND
 LOT 3 DP502333

Subdivision Certificate number: SC20/0021
 Date of Endorsement: 01 July 2020

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

Executed on behalf of the Corporation named below
 by the authorised persons whose signatures appear
 below pursuant to the authority specified.

Corporation: LegPro 58 Pty Ltd ACN 619 780 157
 Authority: Section 127 Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Elton Matthew Hyder IV

Name of authorised person:
 Office held: Director / Secretary

Name of authorised person:
 Office held: Director

Sole

Level 45

19-29 Martin Pl. Sydney.

Address of authorised person:

Address of authorised person:

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20467-7C

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 6 sheet(s)

Registered:  4.8.2020

Office Use Only

Office Use Only

D.P.1248687

PLAN OF SUBDIVISION OF
 LOT 500 D.P.1229232,
 LOT 72 D.P.1166546 AND
 LOT 3 DP502333

Subdivision Certificate number: SC20/0021
 Date of Endorsement: 01 July 2020

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

SCHEDULE OF STREET ADDRESSES

LOT NUMBER	STREET No.	STREET NAME	STREET TYPE	LOCALITY
701	162	CADDA RIDGE	DRIVE	CADDENS
702	164	CADDA RIDGE	DRIVE	CADDENS
703	166	CADDA RIDGE	DRIVE	CADDENS
704	168	CADDA RIDGE	DRIVE	CADDENS
705	170	CADDA RIDGE	DRIVE	CADDENS
706	29	WEEMA	STREET	CADDENS
707	31	WEEMA	STREET	CADDENS
708	33	WEEMA	STREET	CADDENS
709	35	WEEMA	STREET	CADDENS
710	37	WEEMA	STREET	CADDENS
711	39	WEEMA	STREET	CADDENS
712	41	WEEMA	STREET	CADDENS
713	43	WEEMA	STREET	CADDENS
714	45	WEEMA	STREET	CADDENS
715	47	WEEMA	STREET	CADDENS
716	49	WEEMA	STREET	CADDENS
717	51	WEEMA	STREET	CADDENS
718	53	WEEMA	STREET	CADDENS
719	55	WEEMA	STREET	CADDENS
720	57	WEEMA	STREET	CADDENS
721	16	AVIUM	DRIVE	CADDENS
722	18	AVIUM	DRIVE	CADDENS
723	22	AVIUM	DRIVE	CADDENS
724	24	AVIUM	DRIVE	CADDENS
725	26	AVIUM	DRIVE	CADDENS
726	28	AVIUM	DRIVE	CADDENS
727	30	AVIUM	DRIVE	CADDENS

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20467-7C

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

Registered:  4.8.2020 Office Use Only

PLAN OF SUBDIVISION OF
 LOT 500 D.P.1229232,
 LOT 72 D.P.1166546 AND
 LOT 3 DP502333

Subdivision Certificate number: SC20/0021
 Date of Endorsement: 01 July 2020

D.P.1248687

Office Use Only

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

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

SCHEDULE OF STREET ADDRESSES

LOT NUMBER	STREET No.	STREET NAME	STREET TYPE	LOCALITY
728	32	AVIUM	DRIVE	CADDENS
729	34	AVIUM	DRIVE	CADDENS
730	36	AVIUM	DRIVE	CADDENS
731	38	AVIUM	DRIVE	CADDENS
732	40	AVIUM	DRIVE	CADDENS
733	24	WEEMA	STREET	CADDENS
734	26	WEEMA	STREET	CADDENS
735	28	WEEMA	STREET	CADDENS
736	30	WEEMA	STREET	CADDENS
737	34	WEEMA	STREET	CADDENS
738	36	WEEMA	STREET	CADDENS
739	29	AVIUM	DRIVE	CADDENS
740	31	AVIUM	DRIVE	CADDENS
741	33	AVIUM	DRIVE	CADDENS
742	35	AVIUM	DRIVE	CADDENS
743	37	AVIUM	DRIVE	CADDENS
744	39	AVIUM	DRIVE	CADDENS
745	20	WEEMA	STREET	CADDENS

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20467-7C

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

Plan: DP1248687

Plan of Subdivision of Lot 500 DP1229232,
 Lot 72 DP1166546 & Lot 3 DP502333
 covered by Subdivision Certificate No. SC20/0021

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

LegPro 58 Pty Ltd
 MLC Centre
 Level 45
 19-29 Martin Place
 SYDNEY NSW 2000

(Sheet 1 of 11 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement to drain water 2 wide (E1)	702 721 720 719 718 716 715 714 713 712 711 710 728 729 730 731 733 734 735 736	714, 715, 716 717-720 incl 717-719 incl 717 & 718 717 714 & 715 714 709-713 incl 709-712 incl 709-711 incl 709 & 710 709 726 726, 728, 730-732 incl 731, 732 732 726, 728-732 incl 726, 728-733 incl 726, 728-734 incl 726, 728-735 incl

.....
 (Signatory LegPro 58 Pty Ltd)

Ref: B20467-7C DP1248687

.....
 Delegate
 Penrith City Council

Electronic signature affixed by me, or at my direction, on Wednesday, 1 July 2020

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

Plan: DP1248687

Plan of Subdivision of Lot 500 DP1229232,
 Lot 72 DP1166546 & Lot 3 DP502333
 covered by Subdivision Certificate No. SC20/0021

(Sheet 2 of 11 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
2.	Easement for padmount substation 2.75 wide (E2)	736	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
3.	Restriction on the use of land (R1)	Pts. 735 & 736 designated (R1)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
4.	Restriction on the use of land (R2)	Pts. 735 & 736 designated (R2)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
5.	Easement for access and maintenance 0.9 wide (E3)	707 708 709 710 711 712	706 707 708 709 710 711
6.	Positive Covenant (P1)	Pt. 721- Pt. 727 incl & Pt. 738- Pt. 740 incl designated (P1)	Penrith City Council
7.	Positive Covenant	701 to 705 incl	Penrith City Council
8.	Restriction on the Use of Land	Each lot	Every other lot

.....
 (Signatory LegPro 58 Pty Ltd)

Ref: 20467-7C

.....
 Delegate
 Penrith City Council

Electronic signature affixed by me, or at my direction, on Wednesday, 1 July 2020

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

Plan: DP1248687

Plan of Subdivision of Lot 500 DP1229232,
Lot 72 DP1166546 & Lot 3 DP502333
covered by Subdivision Certificate No. SC20/0021

(Sheet 3 of 11 Sheets)

Part 2 (Terms)

1. Terms of Easement for Padmount Substation (E2) 2.75 wide numbered two in the abovementioned plan

The terms set out in Memorandum N° AK104621 registered at NSW Land Registry Services are incorporated into this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

2. Terms of Restriction on the Use of Land (R1) numbered three in the abovementioned plan

2.1 Definitions:

2.1.1 120/120/120 fire rating and 60/60/60 fire rating means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530;

2.1.2 building means a substantial structure with a roof and walls and includes any projections from the external walls;

2.1.3 erect includes construct, install, build and maintain;

2.1.4 restriction site means that part of the lot burdened affected by the restriction on the use of land shown as (R1) on the plan.

2.2 No building shall be erected or permitted to remain within the restriction site unless:

2.2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating; and

.....
(Signatory LegPro 58 Pty Ltd)

Ref: 20467-7C

.....
Delegate
Penrith City Council

Electronic signature affixed by me, or at my
direction, on Wednesday, 1 July 2020

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

Plan: DP1248687

Plan of Subdivision of Lot 500 DP1229232,
Lot 72 DP1166546 & Lot 3 DP502333
covered by Subdivision Certificate No. SC20/0021

(Sheet 4 of 11 Sheets)

Part 2 (Terms)

- 2.2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating; and
- 2.2.3 the owner provides the authority benefited with an engineer's certificate to this effect.
- 2.3 The fire ratings mentioned in clause 2.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 2.4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 2.4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 2.4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.
3. **Terms of Restriction on the Use of Land (R2) numbered four in the abovementioned plan**

3.1 Definitions:

3.1.1 erect includes construct, install, build and maintain.

.....
(Signatory LegPro 58 Pty Ltd)

.....
Delegated
Penrith City Council

Ref: 20467-7C

Electronic signature affixed by me, or at my direction, on Wednesday, 1 July 2020

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

Plan: DP1248687

Plan of Subdivision of Lot 500 DP1229232,
Lot 72 DP1166546 & Lot 3 DP502333
covered by Subdivision Certificate No. SC20/0021

(Sheet 5 of 11 Sheets)

Part 2 (Terms)

- 3.1.1 **restriction site** means that part of the lot burdened affected by the restriction on the use of land shown as (R2) on the plan.
- 3.2 No swimming pool or spa shall be erected or permitted to remain within the restriction site.
- 3.3 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 3.3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 3.3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation .
4. **Terms of Easement for Access & Maintenance 0.9 wide (E3) numbered five in the abovementioned plan**
- 4.1 The owner of the lot benefited may:

- (a) use the easement site to assist in undertaking any works on the lot benefited including construction, repair, painting, landscaping and maintenance;

.....
(Signatory LegPro 58 Pty Ltd)

Ref: 20467-7C

.....
Delegate
Penrith City Council

Electronic signature affixed by me, or at my
direction, on Wednesday, 1 July 2020

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

Plan: DP1248687

Plan of Subdivision of Lot 500 DP1229232,
Lot 72 DP1166546 & Lot 3 DP502333
covered by Subdivision Certificate No. SC20/0021

(Sheet 6 of 11 Sheets)

Part 2 (Terms)

- (b) enter onto the lot burdened to inspect and survey any structure on the lot benefited; and
- (c) do anything reasonably necessary for those purposes, including:
 - entering the lot burdened;
 - taking anything on to the lot burdened; and
 - carrying out works within the site of this easement.

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

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvements on it;
- (d) restore the lot burdened as nearly as practicable to its former condition; and
- (e) make good any collateral damage.

4.3 The owner of the lot burdened must not :-

- (a) allow any building or other structure to be erected or placed on the easement site except an eave or gutter of the main building on the lot burdened or any permanent underground services to the main building;
- (b) carry out any excavation or filling greater than 500mm. Any excavation or filling shall be located and retained so as not to impact on any adjoining building, structure or property.

.....
(Signatory LegPro 58 Pty Ltd)

Ref: 20467-7C

.....
Delegate
Penrith City Council

Electronic signature affixed by me, or at my
direction, on Wednesday, 1 July 2020

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

Plan: DP1248687

Plan of Subdivision of Lot 500 DP1229232,
Lot 72 DP1166546 & Lot 3 DP502333
covered by Subdivision Certificate No. SC20/0021

(Sheet 7 of 11 Sheets)

Part 2 (Terms)

The grant of this easement is made subject to the right of the owner of the lot burdened to carry out repairs and maintenance or improvements to any landscaping within the site of the easement including installing a security gate across the easement site from the building structure on the lot burdened.

5. Terms of Positive Covenant (P1) numbered six in the abovementioned plan

Any dwelling constructed on the part of the lot(s) hereby burdened designated (P1) on the abovementioned plan shall be constructed in accordance with the BAL Construction levels identified within the Bushfire Protection Assessment - Proposed Subdivision 191-205 Caddens Road Orchard Hills, prepared by Ecological and dated 25/10/2017 unless otherwise agreed to by Council by way of an Independent Bushfire Assessment Report.

6. Terms of Positive Covenant numbered seven in the abovementioned plan

Any dwelling constructed on the lot(s) hereby burdened must comply with the recommendations of the report titled "Re: Caddens - Central Bypass Road Traffic Noise Stage 7 prepared by Wilkinson Murray Pty Limited dated 27 February 2018 (Ref. MW270218 TRAFFIC S7).

7. Terms of Restriction on the Use of Land numbered eight in the abovementioned plan

For so long as Legpro 58 Pty Limited (hereafter referred to as Legpro) remains the registered proprietor of any benefited lot:

No fence shall be erected on the lot(s) hereby burdened to divide it from any adjoining land owned by Legpro without their consent but such consent shall not be withheld if such fence is erected without expense to Legpro. This restriction shall remain in force only during such time as Legpro is the registered proprietor of that adjoining land.

.....
(Signatory LegPro 58 Pty Ltd)

Ref: 20467-7C

.....
Delegate
Penrith City Council

Electronic signature affixed by me, or at my
direction, on Wednesday, 1 July 2020

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

Plan: DP1248687

Plan of Subdivision of Lot 500 DP1229232,
Lot 72 DP1166546 & Lot 3 DP502333
covered by Subdivision Certificate No. SC20/0021

(Sheet 8 of 11 Sheets)

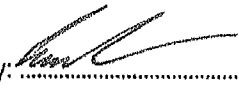
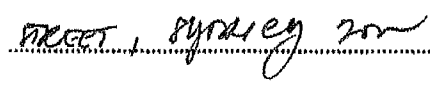
Part 2 (Terms)

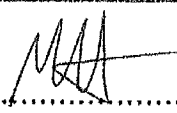
Name of Authority whose consent is required to release, vary or modify terms of Easements and Restrictions numbered two, three and four in the abovementioned plan

Epsilon Distribution Ministerial Holding Corporation.

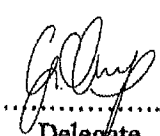
Name of Authority whose consent is required to release, vary or modify terms of easement, positive covenants and restriction numbered one, six, seven and eight in the abovementioned plan

Penrith City Council.

Land and Property Information NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.
Signature of witness: 	Signature of attorney: 
Name of witness: <u>MARILYN HODORICA</u>	Attorney's name: <u>TARIC RESSAS</u>
Address of witness: <u>201 SUMMIT STREET, SYDNEY NSW</u>	Attorney's position: <u>RELATIONSHIP EXECUTIVE</u>
	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
Power of attorney - Book: <u>41348</u> No. <u>4194</u>	


.....
(Signatory LegPro 58 Pty Ltd)

Ref: 20467-7C


.....
Delegate
Penrith City Council

Electronic signature affixed by me, or at my direction, on Wednesday, 1 July 2020

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

Plan: **DP1248687**

Plan of Subdivision of Lot 500 DP1229232,
Lot 72 DP1166546 & Lot 3 DP502333
covered by Subdivision Certificate No, SC20/0021

(Sheet 9 of 11 Sheets)

Executed on behalf of the Corporation named below
by the authorised persons whose signatures appear
below pursuant to the authority specified.

Corporation: LegPro 58 Pty Ltd ACN 619 780 157

Authority: Section 127 Corporations Act 2001

.....
Signature of authorised person:

Elton Matthew Hyde, IV
.....

Name of authorised person:

Office held: Director / Secretary

Sole

Level 45
.....

19-29 Martin Pl Sydney
.....

Address of authorised person:

.....
Signature of authorised person:

.....
Name of authorised person:

Office held: Director

.....
Address of authorised person:

.....
(Signatory LegPro 58 Pty Ltd)

Ref: 20467-7C

.....
Delegate
Penrith City Council

Electronic signature affixed by me, or at my
direction, on Wednesday, 1 July 2020

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

Plan: **DP1248687**

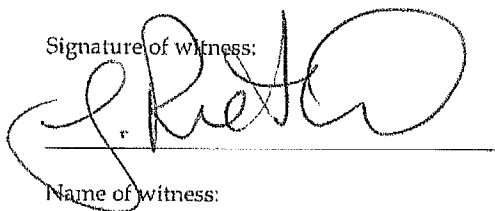
Plan of Subdivision of Lot 500 DP1229232,
Lot 72 DP1166546 & Lot 3 DP502333
covered by Subdivision Certificate No.

(Sheet 10 of 11 Sheets)

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

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

Signature of witness:



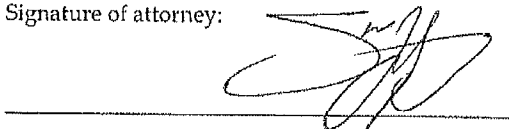
Name of witness:

Geoff Riethmuller

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

~~Helen Smith~~ Simon Lawton
~~Manager Property & Fleet~~
Strategic Property Manager 54

Power of attorney:

Book No
~~Book~~ 4768 No 870

Signing on behalf of:

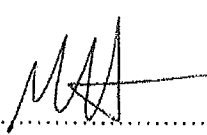
Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Endeavour Energy reference:

URS 21170

Date of signature:

9/3/2020


.....
(Signatory LegPro 58)

Ref: 20467-7C

.....
Delegate
Penrith City Council

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

Plan: DP1248687

Plan of Subdivision of Lot 500 DP1229232,
Lot 72 DP1166546 & Lot 3 DP502333
covered by Subdivision Certificate No SC20/0021

(Sheet 11 of 11 Sheets)

Penrith City Council by its authorised delegate
pursuant to s.377 Local Govt. Act, 1993

.....
Signature of delegate

Gavin Cherry Development Assessment Coordinator
.....
Name of delegate

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

.....
Signature of Witness

Abby Younan
.....
Name of Witness

C/- 601 High Street Penrith
.....
Address of Witness

Electronic signatures affixed by officers, or at their direction, on Wednesday, 1 July 2020

.....
(Signatory LegPro 58 Pty Ltd)

Ref: 20467-7C

.....
Delegate
Penrith City Council



Electronic signature affixed by me, or at my
direction, on Wednesday, 1 July 2020

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 802092
Your Reference: 241316-#144707827#
Contact No.

Issue Date: 12 September 2024
Certificate No: 24/04891

Issued to: Infotrack Pty Ltd
Level 8 135 King Street
SYDNEY NSW 2000

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND Parish: CLAREMONT

Location: 34 Weema Street CADDENS NSW 2747

Land Description: Lot 737 DP 1248687

- 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 and development control plan that applies to the carrying out of development on the land:

The following Local environmental planning instruments apply to the land:

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

The following State environmental planning instruments apply to the land:

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 - *Water*

Catchments - (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 (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*.

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*.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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*.

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy (Biodiversity and Conservation) 2021, *Chapter 13 - Strategic Conservation Planning* applies to the land.

The following Development Control Plans apply to the land:

Penrith Development Control Plan 2014 applies to the land.

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

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

Draft State Environmental Planning Policy (Housing) 2021 applies to this land.

Draft State Environmental Planning Policy (Transport and Infrastructure) 2021 applies to this land.

Draft State Environmental Planning Policy (Planning Systems) 2021 applies to this land.

Draft State Environmental Planning Policy (Precincts - Western Parkland City) 2021 applies to this land.

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

For each environmental planning instrument or draft environmental planning instrument referred that includes the land in a zone (however described):

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

Zone R1 General Residential (Penrith Local Environmental Plan 2010)

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that a high level of residential amenity is achieved and maintained.
- To ensure that new development reflects the desired future character and dwelling densities of the area.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Hostels; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential accommodation; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture

4. Prohibited

Rural worker's dwellings; Any other development not specified in item 2 or 3

2(c) whether additional permitted uses apply to the land,

(Information is provided in this section only if environmental planning instruments apply additional permitted use provisions to this land.)

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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions.

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

2(e) whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016

(Information is provided in this section only if the land is identified in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.)

2(f) 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(g) 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.)

3 CONTRIBUTIONS PLANS

The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft 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.

The Werrington Enterprise Living and Learning (WELL) Precinct - Development Contributions Plan 2008 applies to the land.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies to non-residential development across Penrith Local Government Area, with the exception of the Mamre and Aerotropolis Precincts.

The Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies to the Greater Sydney region which includes the Penrith Local Government Area, with the exception of the Western Sydney Aerotropolis Precinct. Please refer to www.legislation.nsw.gov.au for further information.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

4 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 above mentioned 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 above mentioned zones.

LOW RISE HOUSING DIVERSITY CODE

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

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

GREENFIELD HOUSING CODE

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

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

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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

INDUSTRIAL AND BUSINESS BUILDINGS ALTERATIONS CODE

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

INDUSTRIAL AND BUSINESS BUILDINGS CODE

(The Industrial and Business Buildings Code only applies if the land is within E1, E2, E3, E4, E5, MU1, B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4, SP1, SP2, SP3, SP5 or W4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Complying development under the Industrial and Business Buildings Code may be carried out on the land.

CONTAINER RECYCLING FACILITIES CODE

(The Container Recycling Facilities Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, E1, E2, E3, E4, E5, MU1, IN1, IN2, IN3, IN4, SP3, SP5 or W4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Complying development under the Container Recycling Facilities 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.

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

(The Agritourism and Farm Stay Accommodation Code only applies if the land is within Zones RU1, RU2 and RU4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Agritourism and Farm Stay Accommodation Code may be carried out on the land.

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.

5 EXEMPT DEVELOPMENT

GENERAL EXEMPT DEVELOPMENT CODE

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

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development under the Advertising and Signage Exempt Development Code may be carried out on the land.

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development under the Temporary Use and Structures Exempt Development Code may be carried out on the land

6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(Information is provided in this section only if Council is aware that an affected building notice or a building product rectification order in force for the land that has not been fully complied with, or a notice of intention to make a building product rectification order given in relation to the land is outstanding.)

7 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 an authority of the State, as referred to in the Act, section 3.15.

8 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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

9 FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

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

No, the land or part of the land is not within the flood planning area and is currently not subject to flood related development controls.

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

No, flood related development controls for land between the flood planning area and the probable maximum flood do not apply to the land or part of the land.

Note - Council reserves 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.

10 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 sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

Note: Council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This policy, Chapter C4 of Penrith Development Control Plan 2014, is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of council's adopted policy and the application of provisions under relevant State legislation is warranted.

(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 sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

11 BUSH FIRE PRONE LAND

The land is not identified as bush fire prone land, under section 10.3 of the Act.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

12 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))

13 MINE SUBSIDENCE

The land is not declared to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

14 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.)

15 PROPERTY VEGETATION PLANS

(Information is provided in this section only where a property vegetation plan approved and in force under the Native Vegetation Act 2003, Part 3, but only where Council has been notified of the existence of a plan, by the person or body that approved the plan under that Act.)

16 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.)

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

17 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.)

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

18 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.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

19 ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

(Information is provided in this section only If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.)

20 WESTERN SYDNEY AEROTROPOLIS

Whether the land is subject to planning considerations under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4:

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

21 DEVELOPMENT CONSENT FOR SENIORS HOUSING

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

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

(Information is provided in this section only if:

(1) there is a current site compatibility certificate under the *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which 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 conditions of a development consent in relation to the land that are of a kind referred to in the Policy, section 21(1) or 40(1).

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

23 WATER OR SEWERAGE SERVICES

Water or sewerage services under the Water Industry Competition Act 2006 (WIC Act) are not required to be provided on this land.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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) 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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Notes:

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 2021.

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

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.

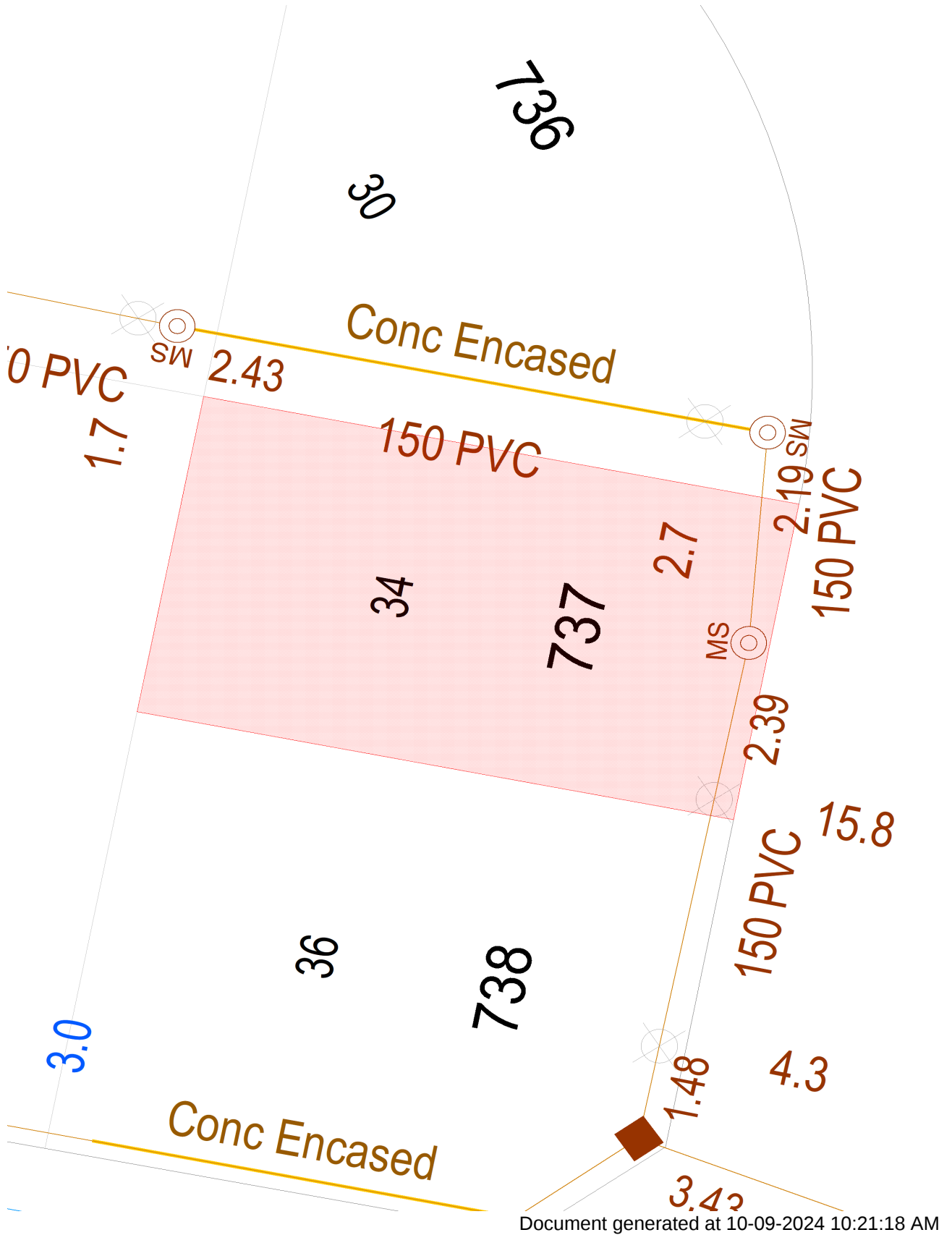
Contact Council for details as to obtaining the additional information.

Andrew Moore
General Manager

per



Service Location Print
Application Number: 8003713234



Disclaimer

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

Asset Information

Legend

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

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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

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Occupation Certificate

Issued in accordance with Sections 6.9 & 6.10 of the Environmental Planning and Assessment Act 1979 & Part 5 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

Certificate No: CDC/1247842

Determination: APPROVED

Property Address: Lot 737 DP 1248687, 34 Weema Street, CADDENS NSW 2747

Type of Certificate: WHOLE

Description of Work: Dwelling

BCA Classification: 1a, 10a

STATEMENT

- The health and safety of the occupants of the building have been taken into consideration, and
- A current Development Consent or Complying Development Certificate is in force for the building, and the works are consistent with that consent, and
- If any building work has been carried out, a current Construction Certificate (or Complying Development Certificate) has been issued with respect to the plans and specifications for the building, and
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.

This certificate is issued by:



MITCH TARLINTON
ACCREDITATION NUMBER: BDC2528

Certificate Determined on:

29 AUGUST 2023

On behalf of Buildcert Certification Pty Ltd - RBC8
Accreditation Body: NSW Fair Trading

ATTACHMENTS

- Schedule of Critical Stage Inspections

SCHEDULE OF CRITICAL STAGE INSPECTIONS

Property: 34 Weema Street, Caddens
Application No: CDC/1247842
Description: Dwelling

INSPECTION	RESULT	DATE	ACCREDITED CERTIFIER
Pier/Pad	Satisfactory	17/05/2022	Hassan Younis
Slab on Ground	Satisfactory	23/05/2022	Hassan Younis
Stormwater Drainage Connections	Satisfactory	31/05/2022	Hassan Younis
Frame	Satisfactory	20/12/2022	Ramez Abou-Azar
Wet Area Flashing	Satisfactory	6/03/2023	Belal Ahmadi
Completion Inspection	Satisfactory	9/08/2023	Mitch Tarlinton