

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Southlands Estate agents Unit 9 2 Birmingham Road South Penrith NSW 2750	email: admin@southlandsea.com.au

co-agent**vendor****vendor's solicitor**

date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	Pindari Drive South Penrith NSW 2750 LOT 386 DEPOSITED PLAN 250708 Folio Identifier 386/250708	

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)
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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)**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 Other ☐ 60
Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	

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.

71 PINDARI DR SOUTH PENRITH NSW 2750

ADDITIONAL SPECIAL CONDITIONS

1. Purchaser's warranty as to real estate agent

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

2. Purchaser acknowledgements

- 2.1. The Purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and that the Vendor provides no other agreement, warranty or representation whether expressed or implied with respect to any of the matters to which this Contract relates.
- 2.2. The Purchaser acknowledges that the property, and its inclusions, is being purchased in its present state and condition and state of repair and with latent defects, if any. The vendor shall not be responsible for any loss, mechanical breakdown or reasonable wear and tear thereof occurring after the date of this contract.
- 2.3. The purchaser will not require the vendor to carry out any repairs or work at all in relation to the property and its improvements and inclusions herein.
- 2.4. The purchaser will not require the vendor to maintain the lawns, plants or gardens, nor remove any items on the property that do not hinder the full use and enjoyment of the property.
- 2.5. The Purchaser cannot make any requisition, objection or claim for compensation, nor delay completion because of any of the matters referred to in this special condition.

3. Survey, Building Certificate, Occupation Certificate

- 3.1. The vendor does not have a survey certificate, building certificate and/or occupation certificate for the property or the improvements on the land.
- 3.2. The purchaser shall prior to the signing of this agreement be deemed to have inspected the property and satisfied themselves as to the identification of the property with that as shown in the documents of title and satisfied themselves as to the approved and capable use and condition of the property.
- 3.3. The purchaser shall make no objection, requisition or claim for compensation, delay completion, rescind or terminate this Contract in connection with any of the matters contained in this special condition and shall not require the vendor to obtain any survey of the property or building and/or occupation certificate or assist the purchaser to obtain a survey or building and/or occupation certificate prior to completion.

4. Fire Damage

- 4.1. The Purchaser acknowledges that the dwelling on the Property has been damaged by fire and that they have had the opportunity to inspect the Property and undertake their own due diligence, including obtaining advice on the condition of the Property and its suitability for any proposed use.
- 4.2. The Property is sold in its current condition, and the Vendor makes no warranty or representation as to the extent of the damage, the presence of hazardous materials, the structural integrity of the dwelling, or the suitability of the Property for any intended use or redevelopment. The Purchaser acknowledges that no representations have been made by the Vendor regarding the Property's compliance with legislative or regulatory requirements.
- 4.3. The Purchaser acknowledges and agrees that they are purchasing the Property on an "as is, where is" basis and that the Vendor shall not be required to undertake any repairs, remediation, or rectification works before or after settlement. The Purchaser agrees that they are solely responsible for all works and costs necessary to address the Property's condition.
- 4.4. The Purchaser assumes all risks associated with the fire damage and any related issues, including but not limited to demolition, repair costs, contamination, planning and council compliance, insurance matters, and the potential presence of asbestos, chemicals, or other hazardous substances.
- 4.5. The Purchaser releases and forever discharges the Vendor (including the Vendor's agents, employees, and representatives) from any and all claims, demands, liabilities, damages, costs, or losses arising directly or indirectly from the fire damage, whether known or unknown at the time of exchange of contracts.
- 4.6. The Purchaser indemnifies the Vendor against any claims, actions, proceedings, or liabilities brought against the Vendor by any third party in relation to the condition of the Property arising after settlement. The Purchaser further agrees to indemnify and hold harmless the Vendor from any costs, charges, or penalties arising from compliance matters relating to the Property.
- 4.7. The Purchaser acknowledges that they have sought or had the opportunity to seek independent legal, structural, and financial advice regarding the Property and its condition before entering into this Contract. The Purchaser accepts full responsibility for ensuring the Property meets their needs and intended purposes.
- 4.8. This clause shall survive the completion of this Contract and shall remain binding on the Purchaser.

5. Delayed completion

In the event the Purchaser does not complete this Contract on or before the completion date, and provided the Vendor is not in default, then:

- 5.1. The Purchaser must pay to the Vendor on completion (in addition to the balance of the price) interest on the unpaid balance of the purchase price at the rate of 8% per annum calculated at a daily rate from the day immediately after the date of completion up to and including the day on which the contract is completed.
- 5.2. It is agreed that the amount payable pursuant to this condition is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.
- 5.3. The purchaser must pay to the vendor's conveyancer/solicitor on completion an amount of \$220.00 for legal costs and other expenses incurred as consequence of the purchaser's delay.

- 5.4. Special condition 5 is an essential term of the contract and the vendor is not obligated to complete unless the amounts in this special condition are paid.

6. Time Under Notice

- 6.1. If either party fails to complete by the date for completion, then the other party is entitled, at any time after the date for completion, to serve a notice to complete making the time for completion essential.
- 6.2. The parties further agree that not less than fourteen (14) days is reasonable and sufficient time for the giving of any notice to complete.
- 6.3. If the Vendor or Vendor's Solicitor issue a notice to complete, then the Purchaser must pay to the Vendor on completion the additional legal fee of \$260.00 to the Vendor's Solicitor.

7. Death or Incapacity

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

8. Requisitions on Title

- 8.1. For the purposes of 5.1 and 5.2 – Requisitions, the Vendor is obliged only to reply to the requisitions on title annexed to this Contract.

9. Adjustments

- 9.1. The parties agree to adjust all usual outgoings under the Contract on completion, however, if any amount is incorrectly calculated or overlooked the parties agree to correct such error and to reimburse each other accordingly after settlement. This clause shall not merge on completion.

10. Foreign Acquisitions and Takeover Act 1975

- 10.1. The purchaser warrants that each of the purchasers are ordinarily resident in Australia as defined in the *Foreign Acquisitions and Takeover Act 1975* and that the provisions of the *Foreign Acquisitions and Takeover Act 1975* requiring the obtaining of consent to this transaction does not apply to the purchasers and to this purchase.
- 10.2. In the event of there being a breach of this warranty whether deliberate or otherwise the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss or damage that may be incurred by the Vendor as a consequence of such breach.

11. Guarantee and indemnity

If the purchaser of the property is a company, the officers or persons who sign the Contract on behalf of the company or who attest the Seal of the Company on this Contract:

- 11.1. jointly and separately guarantee all obligations of the purchaser under this Contract including the payment of the purchase price; and
- 11.2. jointly and separately indemnify the vendor in respect of any default of the purchaser under this Contract.

11.3. This guarantee and indemnity are given by each guarantor as principal and is not discharged or released by any release or variation of the Contract between the vendor and the purchaser.



FOLIO: 386/250708

SEARCH DATE	TIME	EDITION NO	DATE
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2/4/2025	1:21 PM	3	2/9/2018

LAND

LOT 386 IN DEPOSITED PLAN 250708
AT SOUTH PENRITH
LOCAL GOVERNMENT AREA PENRITH
PARISH OF MULGOA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP250708

FIRST SCHEDULE

TERENCE ROBERT SPINKS
MICHELE ANNETTE SPINKS
AS JOINT TENANTS (T V984577)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 N716015 COVENANT AS REGARDS PART
- 3 DP250707 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 4 DP250708 RESTRICTION(S) ON THE USE OF LAND
Q551419 VARIATION
- 5 DP250708 EASEMENT TO DRAIN WATER AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM
- 6 AK260692 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Janakson



No. _____

N716015

New South Wales

R.P. 13A

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



MCCORMACK EARTHMOVERS PTY. LIMITED

OFFICE USE ONLY	
1	2
3	4
5	6
7	8
9	10

may be used where
covenants are
created
the simple transfer
suitable.

not be disclosed in
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handwriting in this
should not extend
margin. Handwriting
clear and legible and
black non-copying

should be ruled up
ing.

estate, strike out "in
" and insert the
alteration.

BLOCK LETTERS
same, postal address
of the persons
if more than one,
they hold as joint
tenants in common.

caption may refer to
residue of the land
estate or grant (e.g.
being residue after
number ") or may
parcels shown in
Parish Maps issued
Department of Lands
in plans filed in the
Registrar General
being Lot
D.P.

Authorized by Reg. 53,
Reg. Act Regula-
tion, a plan may not
to or endorsed on
form.

(herein called transferor)
being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject,
however, to such encumbrances, liens and interests as are notified hereunder, in consideration of
THREE HUNDRED AND SEVENTY FIVE DOLLARS
(\$375.00) (the receipt whereof is hereby acknowledged) paid to it by

THE COMMISSIONER FOR MAIN ROADS

do hereby transfer to

THE COMMISSIONER FOR MAIN ROADS,
309 CASTLEREACH STREET,
SYDNEY
(herein called transferee)

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

County	Parish	Reference to Title			Description of Land* (if part only)
		Whole or Part	Vol.	Fol.	
Cumberland	Mulgoa	Part	10569	75	being Lot 47 in Deposited Plan No. 238741
AND THE TRANSFEROR does hereby for the benefit of Lots 46 and 47 in Deposited Plan No. 238741 (hereinafter called "the dominant tenement") covenant with the Transferee (in this covenant called "the Commissioner") and (at the request of the Commissioner) with the Council of the City of Penrith and so as to bind and burden Lot 13 in Deposited Plan No. 238741 and Lots 68 and 69 in Deposited Plan No. 2576 (hereinafter called "the servient tenement") that notwithstanding the provisions of the Local Government Act, 1919 - (1) The servient tenement will not nor will any part thereof at any time hereafter be used as a means of access or route to or from any part of the dominant tenement or to or from any part of the road constructed or to be constructed over the dominant tenement without the prior consent in writing of the Commissioner or (where the dominant tenement is no longer vested in the Commissioner) of the said Council (which consent may at any time be revoked by the Commissioner or the said Council as the case may be in his or its absolute discretion).					

And the transferee covenant(s) with the transferor

No means of access or route to or from any part of the dominant tenement or to or from the road constructed or to be constructed over the dominant tenement will at any time hereafter (without such consent as aforesaid being first had and obtained which consent may be revoked as aforesaid) be constructed formed or laid out in over or upon the servient tenement or any part thereof and any means of access or route must be forthwith closed upon the Commissioner or the said Council (as the case may be) revoking his or its consent as aforesaid

d Strike out if unnecessary, or suitably adjust.

- (i) if any easements are to be created or any exceptions to be made; or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

PROVIDED FURTHER AND IT IS HEREBY AGREED AND DECLARED:-

- (a) that the restrictions arising under the foregoing covenants shall continue in force upon the dominant tenement or any part thereof being proclaimed to be a motorway in pursuance of the provisions of Part VAA of the Main Roads Act, 1924 but in the event of the dominant tenement thereafter ceasing to be a motorway within the meaning of the said Part VAA then the restrictions arising under the foregoing covenants shall cease to have any force or effect.
- (b) That the Transferor shall at the request and cost of the Commissioner or (where the dominant tenement is no longer vested in the Commissioner) of the said Council execute and do all such further instruments assurances and things for further or more perfectly assuring unto the Commissioner or the said Council (as the case may require) the benefit of the foregoing covenants as by the Commissioner or the said Council (as the case may be) shall be reasonably required and any transfer of the whole or any part of the servient tenement will be made subject to the foregoing covenants.

The OFFICIAL SEAL of INDUSTRIAL ACCEPTANCE CORPORATION LIMITED was herewith affixed by and in the presence of the persons whose signatures appear hereunder, pursuant to the Authority for the issue and Use of the Official Seal in New South Wales of INDUSTRIAL ACCEPTANCE CORPORATION LIMITED dated the 14th April, 1967 registered under Miscellaneous Register No. 93329 and Permanently Deposited at the Land Titles Office Sydney (acts of such persons being the holder for the time being of the office designated beneath his signature) and who hereby certify that such Seal was herewith affixed on the *Eighteenth* day of *October* 1972 at Sydney.



State Manager
Chief Executive Officer for New South Wales
Industrial Acceptance Corporation Limited

Manager-General Finance Division
Industrial Acceptance Corporation Limited

INDUSTRIAL ACCEPTANCE CORPORATION LIMITED as Mortgagees under Mortgage No. M635530

consents hereto.

e A very short note will suffice.

K 1145-3 St 437-3

ENCUMBRANCES, &c., REFERRED TO:

NIL

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) In any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking Affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part, or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) In the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

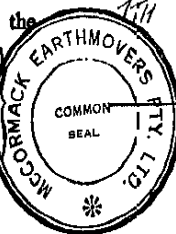
(c) In any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

g Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

h To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Signed at

SYDNEY.



the 11th day of DECEMBER 1976.

Signed in my presence by the transferor
THE COMMON SEAL OF MCCORMACK

WHO IS PERSONALLY KNOWN TO ME
EARTHMOVERS PTY. LIMITED was here
unto affixed by authority of the
Board of Directors in the presence
of:

Transferor.* Director.

GEOFFREY CLIFFORD SHIELDON
SIGNED by
Principal Legal Officer
Department of Main Roads in the
presence of:

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

JOHN SCARZ.

† Accepted, and I hereby certify this Transfer to be correct
for the purposes of the Real Property Act.

Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.*

Signed at _____ the _____ day of _____ 19 ____
Signed in the presence of— _____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

Appeared before me, at _____, the _____ day of _____, one thousand
nine hundred and _____ the attesting witness to this instrument,
and declared that he personally knew _____, the person
signing the same, and whose signature thereto he has attested, and that the name purporting to be such
signature of the said _____ is _____ own handwriting, and
that _____ he was of sound mind, and freely and voluntarily signed the same.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

No. N716015

Lodged by Department of Main Roads

Address 309 Castlereagh Street, Sydney
Papers No. SLXL/358.1304 PH:PF
Phone No. 20933 Ext: 632

PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No.
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is a transfer of land in the Mortgage should formal discharge land transferred is of or the residue of in the Certificate of Crown Grant or in of the land in the

Dated at _____ this _____ day of _____ 19 _____
Signed in my presence by _____

who is personally known to me _____

Mortgagee.

DOCUMENTS LODGED HERewith
To be filled in by person lodging dealing

- | | |
|----------|-----------------|
| 1. _____ | Received Docs. |
| 2. _____ | |
| 3. _____ | Nos. |
| 4. _____ | |
| 5. _____ | Receiving Clerk |
| 6. _____ | |
| 7. _____ | |

Indexed	MEMORANDUM OF TRANSFER
	<i>Subject to covenant by the Transferor</i>
Checked by	Particulars entered in Register Book
<i>LP</i> <i>HIS</i>	18.3.1974
Passed (in S.D.B.) by	
Signed by	<i>Jaworski</i> Registrar General

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written ..		
Draft examined ..		
Diagram prepared ..		
Diagram examined ..		
Draft forwarded ..		
Supt. of Engrossers ..		
Cancellation Clerk ..		
Vol.	For.	

D M.P.D.

①

№ 12
К

PART I

Subdivision of Portions 68, 69 & 70,
Lot 1 in D.P. 523963, lot 13 in D.P.
23874 and lot 276 in D.P. 25045, covered
by Council Clerk's Certificate No. 3244
11-9-75

McCormack Earthmovers Pty. Ltd. and Sun Valley Real Estate Pty. Ltd. of 37 York St. Sydney, N.S.W.

SCHEDULE OF LOTS AFFECTED

Lots, name of road or authority benefited

4.18 ~~2500~~ 4.11, 4.10, 4.09, 4.08, 4.07, 4.06
 4.17 280 In D.P., 250405 C.T. Vol. 1.
 4.15
 4.14 4.13
 4.13 4.12
 4.10 4.09, 4.08, 4.07, 4.05, 4.05, 4.18
 4.09, 4.08, 4.07, 4.06, 4.05, 4.18
 4.08, 4.07, 4.06, 4.05, 4.18
 4.07, 4.06, 4.05, 4.18
 4.06, 4.05, 4.18
 4.05, 4.18
 4.18

SCHEDULE OF LOTS AFFECTED

Lots, name of road or authority benefited

SCHEDULE OF LOTS AFFECTED

<u>lots, name of road or authority benefited</u>	<u>fol</u>
416, 278 in D.P.250485, C.T. Vol.	Fol
415, 279 in D.P.250485, C.T. Vol.	Fol

SCHEDULE OF LOTS AFFECTED

Lots, name of road or authority benefited
Every other lot excepting lot 418

TO BE CREATED PURSUANT TO SECTION 888 OF THE CONVEYANCE ACT 1919-1964

PART I (cont.)

Subdivision of Portions 60, 69 & 70, Lot 1
in D.P. 523963, Lot 13 in D.P. 238741
and Lot 276 in D.P. 250485
Covered by Council Clerk's Certificate
No. 3244 of 11-9-75

McCormack Earthmovers Pty. Ltd. and
Sun Valley Real Estate Pty. Ltd. of
37 York Street, Sydney, N.S.W.

SCHEDULE OF LOTS ETC. AFFECTED

lots, name of roads or authority benefited

The Metropolitan Water Sewerage & Drainage Board (hereinafter called "the Board" which expression where herein used shall be deemed to include the successors and assigns of The Board.).

SCHEDULE OF LOTS ETC., AFFECTED

<u>Lots Burdened</u>	<u>Lots, name of roads or authority benefited</u>
417	Penrich City Council

Approved by Council *6 months*
11/9/75.

11/9/75.



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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 26th June, 1990

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964

Sheet 3 of 6 sheets

PART II

Plan: DP250707

Subdivision of Portions 68, 69 & 70
Lot 1 in D.P. 523963, Lot 13 in
D.P. 238741 and Lot 276 in D.P. 250485
Covered by Council Clerk's Certificate
No. 3244 of 11-9-75

Full name and address of
proprietor of the land:
McCormack Earthmovers Pty. Ltd. and
Sun Valley Real Estate Pty. Ltd. of
37 York Street, Sydney. N.S.W.

TERMS OF EASEMENT FOR ELECTRICITY SUPPLY SECONDLY REFERRED TO IN ABOVE-MENTIONED PLAN

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

TERMS OF RESTRICTIONS AS TO USER FOURTHLY REFERRED TO IN ABOVE-MENTIONED PLAN

- (a) Not more than one main building shall be erected or permitted to remain on the land hereby burdened.
- (b) No such main building shall be erected or used otherwise than as a single private dwelling house provided that this restriction shall not prevent the use of part of any such building by a medical practitioner or dentist in the practice of his profession.
- (c) No building shall be erected on the land hereby burdened with external walls or wall of materials other than brick stone concrete glass or timber or any combination of the same provided that timber shall not be used in external walls except as infill panels in conjunction with all or any of the other materials in this clause referred to and the proportion of timber so used in relation to the total external wall area shall not exceed 25 per cent thereof PROVIDED THAT nothing in this covenant contained shall preclude or prohibit a building having the inner framework of its external walls constructed of timber or other materials with an external brick face or veneer.
- (d) No garage or outbuilding shall be erected or permitted to remain on the land hereby burdened except until after or concurrently with the erection of any such main building.
- (e) No main building erected or permitted to remain on the land hereby burdened shall have a minimum area excluding any attached garage under the main roof of less than 100 square metres.

Approved by Council 11/9/75.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964

Sheet 4 of 6 sheets

PART II (cont)

Plan: DP250707

Subdivision of Portions 68, 69 & 70,
Lot 1 in D.P. 523963, Lot 13 in D.P.
238741 and Lot 276 in D.P. 250485
Covered by Council Clerk's Certificate
No. 3244 of 11-9-75

Full name and address of
proprietor of the land:
McCormack Earthmovers Pty. Ltd. and
Sun Valley Real Estate Pty. Ltd. of
37 York Street, Sydney. N.S.W.

TERMS OF RESTRICTIONS AS TO USER FOURTHLY REFERRED TO IN ABOVE-MENTIONED PLAN (continued)

- (f) Except where otherwise required by any public body or authority no sanitary convenience erected or permitted to remain on the land hereby burdened shall be detached or separated from any main building erected thereon.
- (g) Where any sanitary convenience is required by any public body or authority to be and remain detached from any main building no such sanitary convenience shall be erected or permitted to remain in a conspicuous place or position on the land hereby burdened and if the same is visible from the road or other lots in the subdivision the same shall be suitably screened.
- (h) Any dividing fence erected along the boundaries of the land hereby burdened shall be erected only on the rear alignment and from the building alignment of the main building to the rear alignment.
- (i) No main building shall be erected or permitted to remain on the land hereby burdened unless the same shall be connected to the sewer if available and if not available to a septic tank installation the design and construction of which is acceptable to the proper authorities. If approval of the said septic tank installation cannot be obtained then connection shall be to a septic closet the design and construction of which is acceptable to the proper authorities.
- (j) For the benefit of any adjoining land owned by the abovenamed proprietor but only during the ownership thereof by the proprietor its successors and assigns other than transferees on sale no fences shall be erected on the land hereby burdened to divide the same from such adjoining land without the consent of the proprietor but such consent shall not be withheld if such fence is erected without expense to the proprietor and in favour of any person dealing with the transferee on sale such consent shall be deemed to have been given in respect of every such fence for the time being erected.
- (k) The transferee on sale shall not excavate carry away or remove or permit to be excavated carried away or removed from the land hereby burdened any earth clay stone gravel soil or sand except so far as may be necessary for the erection in accordance with the covenants herein contained of any such house building erection or swimming pool thereon or for any purposes incidental and/or ancillary thereto.
- (l) The transferee on sale shall not from the date of the contract for the purchase of the lot hereby burdened and for a period of three years after the date of registration of the transfer of the said lot hereby burdened and before any building is erected on the said lot hereby burdened display thereon any "For Sale" sign provided that this restriction shall not operate to prevent the transferee on sale from selling or otherwise disposing of the said lot hereby burdened without recourse to the display of such sign. This restriction shall bind the transferee on sale his executors administrators and assigns for the period hereinafter referred to.

Approved by Council 11/9/75.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1971-1964

Sheet 5 of 6 sheets

PART II

Plan: DP250703

Plan: **D-230707**
Subdivision for Portions 68, 69 & 70, Lot 1 in D.P. 523563, Lot 33 in D.P. 236741 and Lot 276 in D.P. 250466 Covered by Council Clerk's Certificate No. **3244** of **11-9-75**

McDermack Earthmovers Pty. Ltd. of
37 York Street, Sydney and Sun Valley
Real Estate Pty. Ltd. of 37 York
Street, Sydney. N.S.W.

TERMS OF RESTRICTIONS AS TO USER FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN
(cont)

(m) The expression "the land hereby undertaken" where herein used shall be deemed to refer separately and severally to each lot hereby undertaken and the restrictions in this covenant contained shall apply to each lot as if the time/interval on sale had given separate covenants in respect of each such lot.

The covenants (a) to (g) and (i) and (l) above referred to may be released varied or modified by McCormack Eastmovers Pty. Ltd. and Sun Valley Real Estate Pty. Ltd. without the consent of any other person.

The name of the person empowered to release vary or modify the restriction (h) above referred to is the Council of the City of Penzance.

TERMS OF EASEMENT FOR WATER SUPPLY WORKS 2.4 WIDE SHOWN FIFTHLY IN THE ABOVEMENTIONED PLAN

An easement right to use for the construction and maintenance of water supply works the surface and the subsoil or the understructure of water tenement WITH full and free right and liberty for the body in whom favour this easement is created (hereinafter called "the Board") from time to time and at all times hereinafter by its officers servants workmen and agents to construct lay down make control examine supervise manage relay renew cleanse repair maintain operate and use in and through the servant tenement at such depths or levels below the surface thereof as the Board shall think fit such pipes lines mains distributary reticulating and in the works with fittings and apparatuses thereto (all of which are included in the works which hereinafter are mentioned) as in its opinion may be required and to use such works and apparatuses as shall be set up or such works and apparatuses in lieu thereof as shall for the time being be in or upon the servant tenement AND for any of the purposes aforesaid to enter go return pass and repeat upon along and over the servant tenement and make and sink excavations shafts and cuttings in and through the servant tenement and bring and place thereon and remove therefrom any such materials implements tools articles and things as the Board shall think fit AND generally to exercise and perform in and upon the servant tenement any of the rights powers and authorities conferred on or vested in the Board under and by virtue of the Metropolitan Water Sewerage & Draining Act 1924 (as amended) without liability to pay compensation to any person for any damage sustained by him through the exercise of any of the rights powers and authorities hereby or by virtue of the said Act conferred on or vested in or granted to the Board AND in relation to such easement and rights as are hereinafter transferred to the Board THE PROPRIETOR DOth HEREBY COVENANT with the Board

Approved by Council: *3 months*
11/8/75

INSTRUMENT SELLING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 888 OF THE CONVEYANCING ACT 1919-1964

Sheet 6 of 6 sheets

PART II

Plan: 6-30-01

Plan:	Subdivisions of Portions 66, 69 & 70
Full name and address of proprietor of the land:	Let 1 in D.P. 523963, Lot 13 in D.P. 226741 and Lot 276 in D.P. 250185 owned by <i>Donvale Estates (Agriculture) 334/4 of 11-9-75</i> McDonald Earthmovers Pty. Ltd. and Sun Valley Real Estate Pty. Ltd. of 32, Vane St.

Sun Valley Real Estate Pty. Ltd.
37 York Street, Sydney. N.S.W.

TERMS OF EASEMENT FOR WATER SUPPLY WORKS 2.4 WIDE SHOWN FIFTHLY IN THE ABOVEMENTIONED PLAN (continued)

(1) THAT the proprietor will not place upon the servient tenement or allow to be placed or remain thereon any timber or any article of plant or any stores filling rubbish or other material whatsoever and

(2) That the proprietor will not erect construct or place upon the servient tenement or allow to be erected constructed or placed thereon any building or other structure whatever and that the proprietor will at all times bear all risk of and responsibility in connection with damage to any building or other structure for the time being in existence upon the servient tenement and

(3) That the proprietor will not without the prior consent and approval in writing of the Board first had and obtained or otherwise than in strict compliance with such conditions as the Board may impose

existing surface levels of the servient tenement by any means whatsoever, or

(b) lay down construct or place upon the servient tenement any pavement of concrete or having any form of bituminous surface with a base course of ballast metal or rock fill or like material, or

(c) vehicles parked or placed thereon temporarily so that they may be removed when necessary without undue delay

(d) person removed to release view of motorist waiting at stop

referred to in abovementioned plan:

The Metropolitan Water Sewerage & Drainage Board

THE COMMON SEAL of McDORMACK
EASTIMORVED CITY LIMITED

hereunto affixed by authority
of the Board of Directors and in the
presence of:

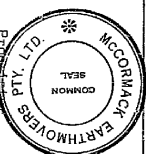
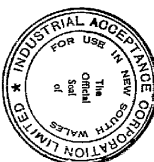
Secretary

THE COMMON SEAL of SUN VALLEY
REAL ESTATE PTY. LIMITED was
hereunto affixed by authority
of the Board of Directors and in the
presence of:

Secretary

Approved by Council *Carroll*

11/9/75

[illegible]

[Signature]
Administration Manager
Commercial Insurance
Industrial Acceptance Corporation Limited

4

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE									
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110	120	130	140						
This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day: 26th June, 1990									

INSTRUMENT SETTING OUT INTERESTS CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT,
1999, LODGED WITH

DP2507070 *29/08/11-1975*

1 P.506419

H.R. SHIELDS

78 JAN 19 PM

20 P.2: 13

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TEMP \$9.2 DUTY

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KNOW ALL MEN by these presents that McCORMACK EARTHMOVERS PTY. LIMITED of 37 York Street, Sydney (hereinafter called "the Company") being the party authorised to release vary or modify the Restrictions on User (hereinafter called "the said Restrictions") created by the registration of Deposited Plan No. 250708 (vide Instrument No. P501517) DOETH HEREBY on and from the date hereof VARY the said Restrictions by deleting the words and figures "93 square metres" from Restriction (e) and inserting in lieu thereof the words and figures "75 square metres" and the Company HEREBY REQUESTS the Registrar General to note the effect of this Deed on the Certificates of Title more particularly described in the Schedule hereto.

THE SCHEDULE

VOLUME

FOLIOS

12956

76, 79, 109, 110, 111, 114, 115,
118, 119, 122, 123, 126, 129, 130

DATED this 30th day of December, 1977

THE COMMON SEAL of McCORMACK
EARTHMOVERS PTY. LIMITED

was hereunto affixed by authority
of the Directors thereof in the
presence of:



.....
Director

.....
Director

.....
Secretary

1015 5 1 8 4 9

Lodged by

WILLIAM LANDER & PARTNERS
SOLICITORS
4TH FLOOR
271 ELIZABETH STREET
SYDNEY

Sers.

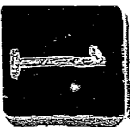
Registered 26. 6. 1978

[Signature]

REGISTRAR GENERAL



RH14



AMENDMENTS AND/OR ADDITIONS MADE ON											
PLAN IN THE LAND TITLES OFFICE											
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

26th June, 1990



P501517

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1915-1964.

Sheet 1 of 5 Sheets

PART 1

Plan: DP250708

Full name and address of the proprietor of the land:

(C.T. Vol. 12835 Fol. 101)
Subdivision of Lot 418 in P.250707 and Lots 68 & 69 in D.P. 2576 covered by Council Clerk's Certificate No. 3243 of 11-9-75
McCormack Earthmovers Pty. Limited of 37 York St., Sydney, N.S.W. and Sun Valley Real Estate Pty. Ltd. of 37 York St., Sydney, N.S.W.

1. Identity of easement of re-creation firstly referred to in above-mentioned plan:

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots, name of road or authority benefited

316	326, 325, 324, 323, 315
324	326, 325, 323
323	
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352	351, 352
351	351, 352, 353
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347	351, 352, 353, 354, 355, 356
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Approved by Council 11/9/75.

DP250708

P501517

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1915-1964.

Sheet 2 of 5 Sheets

2. Identity of easement of re-creation secondly referred to in above-mentioned plan:

SCHEDULE OF LOTS AFFECTED

Lots Burdened
201
Lots 372, 376, 393, 394, 395
Every other lot excluding theroout lots 372, 376, 393, 394 and 395.

3. Identity of easement of re-creation thirdly referred to in above-mentioned plan:

SCHEDULE OF LOTS AFFECTED

Lots Burdened
315
324
Lots, name of road or authority benefited
Prospect County Council
Prospect County Council

4. Identity of easement of re-creation fourthly referred to in above-mentioned plan:

SCHEDULE OF LOTS AFFECTED

Lots Burdened
387
Lots, name of road or authority benefited
The Council of the City of Parrish

Approved by Council 11/9/75.

2

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.
26th June, 1990

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

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964.

Sheet 3 of 5 Sheets

PART II

Plan: DP250708

Full name and address of Proprietor of the land:

(C.T. Vol. 12835 Fol. 101)
Subdivision of Lot 418 in D.P. 250707 and Lots 68 & 69 in D.P. 2576 covered by Council Clerk's Certificate No. 3243 of 11-9-75
McComack Earthmovers Pty. Limited of 37 York Street, Sydney, N.S.W. and Sun Valley Real Estate Pty. Ltd. of 37 York St., Sydney

TERMS OF RESTRICTIONS AS TO USER REFERRED TO SECONDLY IN ABOVE-MENTIONED PLAN

- (a) Not more than one main building shall be erected or permitted to remain on the land hereby burdened.
- (b) No such main building shall be erected or used otherwise than as a single private dwelling house provided that this restriction shall not prevent the use of part of any such building by a medical practitioner or dentist in the practice of his profession.
- (c) No building shall be erected on the land hereby burdened with external wall or walls of materials other than brick stone concrete glass or timber or any combination of the same provided that timber shall not be used in external walls except as infill panels in conjunction with all or any of the other materials in this clause referred to and the proportion of timber so used in relation to the total external wall area shall not exceed 25 per cent thereof PROVIDED THAT nothing in this covenant contained shall preclude or prohibit a building having the inner framework of its external walls constructed of timber or other materials with an external brick face or veneer.
- (d) No garage or outbuilding shall be erected or permitted to remain on the land hereby burdened except until after or concurrently with the erection of any such main building.
- (e) No main building erected or permitted to remain on the land hereby burdened shall have a minimum area excluding any attached garage under the main roof of less than 93 square metres.
- (f) Except where otherwise required by any public body or authority no sanitary convenience erected or permitted to remain on the land hereby burdened shall be detached or separated from any main building erected thereon.
- (g) Where any sanitary convenience is required by any public body or authority to be erected or permitted to remain on the land hereby burdened no such sanitary convenience shall be erected or permitted to remain in a conspicuous place or position on the land hereby burdened and if the same is visible from the road or other lots in the subdivision the same shall be suitably screened.
- (h) Any dividing fence erected along the boundaries of the land hereby burdened shall be erected only on the rear alignment and from the building alignment of the main building to the rear alignment.
- (i) No main building shall be erected or permitted to remain on the land hereby burdened unless the same shall be connected to the sewer.
- (j) For the benefit of any adjoining land owned by the abovesaid proprietor but only during the ownership thereof by the proprietor his successors and assigns other than transferees on sale no fences shall be erected on the land hereby burdened to divide the same from such adjoining land without the consent of the proprietor but such consent shall not be withheld if such fence is erected without expense to the proprietor and in favour of any person dealing with the transferee on sale such consent shall be deemed to have been given in respect of every such fence for the time being erected.

Approved by Council 11/9/75

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964.

Sheet 5 of 5 Sheets

PART II

Plan: DP250708

Full name and address of the proprietor of the land:

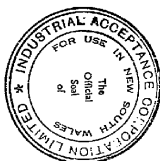
(C.T. Vol. 12835 Fol. 101)
Subdivision of Lot 418 in D.P. 250707 and Lots 68 & 69 in D.P. 2576 covered by Council Clerk's Certificate No. 3243 of 11-9-75
McComack Earthmovers Pty. Limited of 37 York St., Sydney, N.S.W. and Sun Valley Real Estate Pty. Ltd. of 37 York St., Sydney NSW

THE COMMON SEAL OF SUN VALLEY REAL ESTATE PTY. LTD. was hereunto affixed by authority of the Board of Directors and in the presence of:



Proprietor

Director



Manager - New South Wales
Commonwealth Finance
Industrial Acceptance Corporation Limited
The Official Seal of
Industrial Acceptance Corporation Limited



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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 26th June, 1990

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED
TO BE GRAVATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964.

Sheet 4 of 5 Sheets

Plan: DP250708

PART II

(D.I. Vol. 12835 Fd. 101)
Subdivision of lot 418 in D.P. 250707
and lots 68 & 69 in D.P. 2576 covered by
Council Clerk's Certificate No. 5243 of 11-9-75
McCormack Earthmovers Pty. Limited of 37
York St., Sydney, N.S.W. and Sun Valley Real
Estate Pty. Ltd. of 37 York St., Sydney N.S.W.

TERMS OF RESTRICTIONS AS TO USER REFERRED TO SECONDLY IN ABOVE-MENTIONED PLAN

(continued)

(k) The transferee on sale shall not excavate carry away or remove or permit to be excavated carried away or removed from the land hereby burdened any earth clay stone gravel soil or sand except so far as may be necessary for the erection in accordance with the covenants herein contained of any such house building erection or swimming pool thereon or for any purpose incidental and/or ancillary thereto.

(l) The transferee on sale shall not from the date of the contract for the purchase of the lot hereby burdened and for a period of three years after the date of registration of the transfer of the said lot hereby burdened and before any building is erected on the said lot hereby burdened display thereon any "For Sale" sign provided that this restriction shall not operate to prevent the transferee on sale from selling or otherwise disposing of the said lot hereby burdened without recourse to the display of such sign. This restriction shall bind the transferee on sale his executors administrators and assigns for the period hereinafter referred to.

(m) The expression "the land hereby burdened" where herein used shall be deemed to refer separately and severally to each lot hereby burdened and the restrictions in this covenant contained shall apply to each lot as if the transferee on sale had given separate covenants in respect of each such lot.

The covenants (a) to (g) and (i) and (l) above referred to may be released varied or modified by McCormack Earthmovers Pty. Ltd. without the consent of any other person.

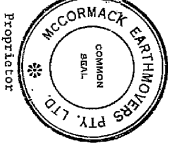
The name of the person empowered to release vary or modify the restriction (h) above referred to is the Council of the City of Penrith.

TERMS FOR THE EASEMENT FOR THE TRANSMISSION OF ELECTRICITY WHOLLY REFERRED TO IN THE ABOVE-MENTIONED PLAN

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

THE COMMON SEAL OF MCCORMACK EARTHMOVERS PTY. LIMITED was herewith affixed by the authority of the Board of Directors and in the presence of:

Secretary



Proprietor

Approved by Council 11/9/75

INSTRUMENT SETTING OUT INTENTS CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT,
1919, LOGGED WITH
DP250708

11/8-11-1975

DP 501517

H. R. SHIELDS

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 477576
Your Reference: 25096-#159077040#
Contact No.

Issue Date: 04 April 2025
Certificate No: 25/01596

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

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND Parish: MULGOA

Location: 71 Pindari Drive SOUTH PENRITH NSW 2750

Land Description: Lot 386 DP 250708

- 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

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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.

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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

1. Objectives of zone

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

2 Permitted without consent

Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3

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.

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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.)

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.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.

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.

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.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.

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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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 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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.

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.

Yes, the land or part of the land is within the flood planning area and 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 - The land is subject to Clause 5.21 in Penrith Local Environmental Plan 2010 and Penrith Development Control Plan 2014 Section C3.5 Flood Planning. On application and payment of the prescribed fee Council may be able to provide in writing a range of advice in regard to the extent of flooding affecting the property

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.

(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.

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.)

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

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.)

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.

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

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

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

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

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

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

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.

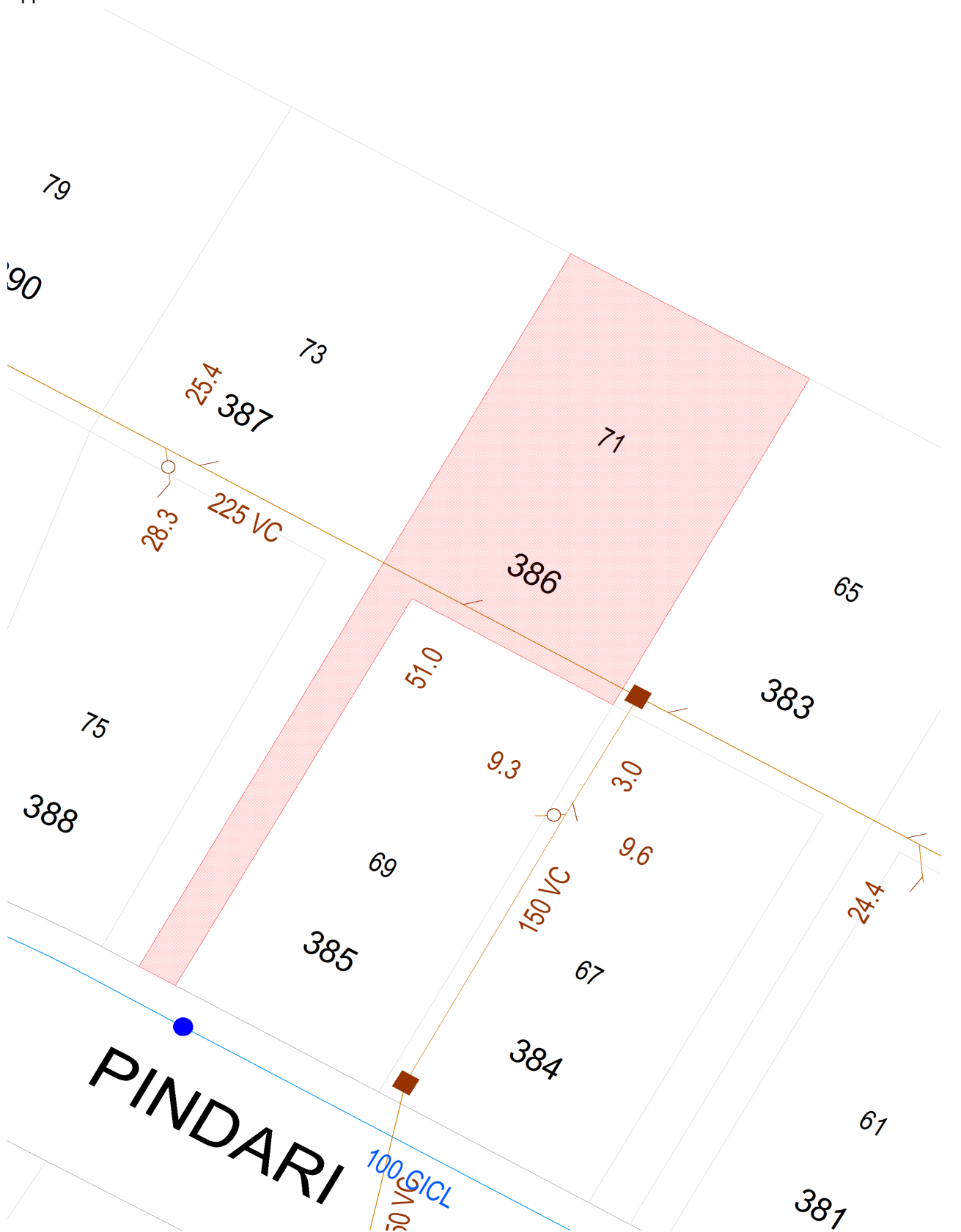
Contact Council for details as to obtaining the additional information.

Andrew Moore
General Manager


per

Service Location Print

Application Number: 8004201294



Document generated at 02-04-2025 01:40:16 PM

Disclaimer

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

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber			
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			

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

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Sewer Service Diagram

Application Number: 8004201310

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF PENRITH SUBURB OF SOUTH PENRITH M.W.S. & D.B.

Copy of Diagram No. 971372

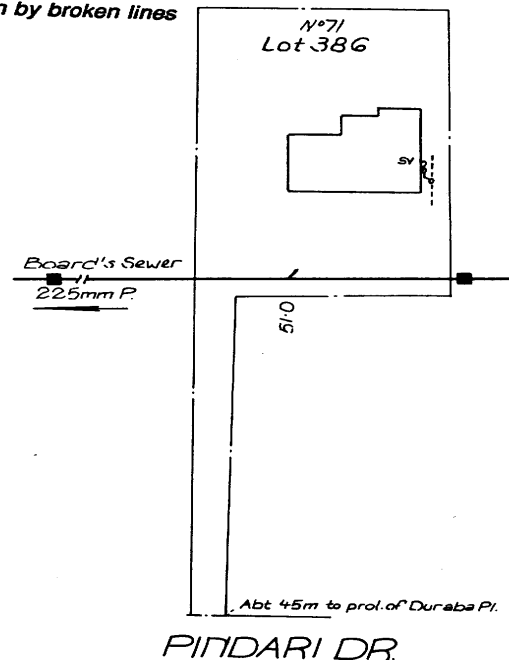
INDICATES — DRAINAGE FITTINGS ■ Chr. Manhole ● L.H. Chamber □ Boundary Trap ⊕ Inspection Shaft ■ Pit ⊞ Grease Interceptor ⊠ Gully		INDICATES — PLUMBING FIXTURES & OR FITTINGS CO Clear Out O V Vent Pipe T Tubs K Kitchen Sink W Water Closet B Bath Waste H Handbasin O SV Soil Vent Pipe	
SYMBOLS AND ABBREVIATIONS 		INDICATES — PLUMBING FIXTURES & OR FITTINGS Bid Bidet S Shower DW Dishwasher F Floor Waste M Washing Machine BS Bar Sink LS Lab Sink O WS Waste Stack	

SEWER AVAILABLE

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

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

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



Scale: Approx. 1:500 Distances/depths in metres pipe diametres in millimetres

W.s _____ Ur.s _____ Sewer Ref. _____ Sheet No. <u>05532</u>	DRAINAGE Inspected by Inspector _____ Cert. Of Compliance No. _____ Field Diagram Examined by _____ Tracing Checked by _____		Date of Issue _____ Outfall _____ Drainer _____ Plumber _____ Boundary Trap is not required	PLUMBING Inspected YES NO Inspector _____ Cert. Of Compliance No. _____ For Regional Manager _____
	Connection Date: _____		Form 77/644 (A4, No. 1) (April, '87) S217 (44) Water Board Printing Services	

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Disclaimer

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