

**Burston, Cole & Associates** Pty Ltd
SOLICITORS & CONVEYANCERS

ACN: 126 187 095
ABN: 53 126 187 095

352 High Street,
(Cnr. Castlereagh Street)
PENRITH, NSW 2750

PO Box 42, Penrith, NSW 2751
DX 8003 Penrith

Ph: (02) 4732 2944
General Fax: (02) 4721 5980
Conveyancing Fax: (02) 4721 7862

Email: administration@bcmsol.com.au

Our Ref: ML:200304

27 August 2020

*Stanton & Taylor Real Estate
371 High Street
PENRITH NSW 2750*

Dear Sir

**Re: BLAIR SALE
PROPERTY: 2/30 UNION ROAD, PENRITH**

We act for Ishbel Scott Watson Blair on the sale of the above property and understand you are to be the listing agent.

We enclose a draft of the Contract for the Sale and Purchase of Land to enable you to list the property for sale.

We look forward to receipt of your sales advice in the near future.

*Yours faithfully,
BURSTON COLE & ASSOCIATES PTY LIMITED*

Per: 

MARY LEIS

*conveyancing@bcmsol.com.au
Encl.*

M:\Docs\200304\093519.doc

David Howard Burston --Director
B. Comm, LL.B. M. of Tax

Mary J. Leis J.P.
Licensed Conveyancer

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	STANTON & TAYLOR REAL ESTATE 371 High Street PENRITH NSW 2750	phone 47 31 2899 fax 47 25 9630 ref
co-agent	Not Applicable	phone fax ref
vendor	ISHBEL SCOTT WATSON BLAIR 2/30 Union Road, PENRITH NSW 2750	
vendor's solicitor	BURSTON COLE & ASSOCIATES PTY LIMITED 352 High Street, Penrith NSW 2750 PO Box 42, Penrith NSW 2751 DX 8003 Penrith email: conveyancing@bcmsol.com.au	phone 02 4732 2944 fax 02 4721 5980 ref ML:200304
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	2/30 UNION ROAD, PENRITH Registered Plan: Lot 2 in Strata Plan SP10050 Folio Identifier 2/SP10050 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: alarm		
exclusions				
purchaser				
purchaser's <input type="checkbox"/> solicitor <input type="checkbox"/> conveyancer	email:		phone	
			fax	
			ref	
price	\$			
deposit	\$ _____			(10% of the price, unless otherwise stated)
balance	\$ _____			
contract date				(if not stated, the date this contract was made)

buyer's agent

vendor

witness

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

purchaser JOINT TENANTS tenants in common in unequal shares

witness

ChoicesVendor agrees to accept a **deposit bond** (clause 3) NO yes**Nominated Electronic Lodgment Network (ELN)** (clause 30) PEXA**Electronic transaction** (clause 30) no YES

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

Tax information (the parties promise this is correct as far as each party is aware)Land tax is adjustable NO yesGST: Taxable supply NO yes in full yes to an extentMargin scheme will be used in making the taxable supply NO yes

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

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

Purchaser must make an *GSTRW payment*: (residential withholding payment) NO yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *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

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

Nepean Strata Management
 314 High Street, Penrith 2750
 Tel: 47 21 2444 Email:

**ADDITIONAL CLAUSES FOR ANNEXURE TO CONTRACT FOR SALE OF LAND
DATED**

30. The standard conditions of this Contract are amended as follows:
- a) Clause 7.1.1 by deletion of "5%" and the insertion of "1%" in lieu thereof;
 - b) Clause 16.5 by deletion of "plus another 20% of that fee";
 - c) Clause 16.8 is deleted.
 - d) Clause 16.9 is amended by deleting "If any of the deposit is not covered by a bond or guarantee,"
 - e) Clause 16.12 is amended by deleting "but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee"
 - f) Clause 18.7 is deleted
 - g) Clause 23.6 is amended by deleting "and is not disclosed in this contract"
 - h) Clause 23.6.1 is deleted and "The vendor is liable only for instalments payable before the contract date;" inserted in lieu thereof;
 - i) Clause 23.6.2 is amended by inserting "payable or" after the word "contributions".
31. The parties acknowledge and agree that fourteen days will be accepted by them as a reasonable and proper period to specify in any notice to complete which either of them may become entitled to serve pursuant to this Contract for the sale and purchase of land.
32. The Purchasers acknowledge that they are purchasing the improvements situated on the property and the inclusions set out in the Particulars on the front page of this contract in their present condition and state of repair and subject to any infestation and dilapidation and as a result of their own inspection and that neither the Vendor nor anyone on his/her behalf have made any representations in respect of same.
33. Should the Vendor, or the Purchasers, or any one of them:
- a) die or become mentally ill or be declared bankrupt or;
 - b) being a company resolve to go into liquidation or have a petition for the winding up filed, or enter into any scheme or arrangement with its creditors under Part 5.1 of the Corporations Law or should any liquidator, receiver or official manager be appointed in respect of it,
- then either party may, by notice in writing to the other party or his representative rescind this Contract for the sale and purchase of land
34. The Purchaser warrants to the Vendor that he has not been introduced to the property by any real estate agent, other than the Vendor's agent named at the head of this Contract for the sale and purchase of land. It is agreed that the benefit of this warranty shall not merge upon completion of this Contract for the sale and purchase of land.

35. It is a term of this Contract for the sale and purchase of land that in the event completion does not take place within 42 days of the date hereof then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase monies and any other monies payable to the Vendor, interest on the balance of purchase monies calculated at the rate of ten percentum (10%) per annum computed from the date specified herein for settlement and calculated up until the actual date of completion PROVIDED HOWEVER that should completion at any time be delayed by reason of the Vendor's default then interest shall not be charged for the period during which the completion was so delayed.
36. If completion of this Contract for the sale and purchase of land does not take place on or before the completion date through no fault of the Vendor, the Purchaser shall pay to the Vendor as an adjustment upon completion the sum of \$220.00 to cover the legal costs and other expenses incurred by the Vendor as a consequence of the delay. The Purchaser hereby acknowledges that the interest rate stated in special condition 35 and the costs and expenses aforesaid represent a genuine pre-estimate of the liquidated damages likely to be suffered by the Vendor as a result of completion not taking place on or before the completion date and it is an essential term of this Contract for the sale and purchase of land that the interest and costs and expenses as provided by special condition 35 and this condition are paid on completion.



Provided by CITEC Confirm

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/SP10050

SEARCH DATE	TIME	EDITION NO	DATE
18/8/2020	11:44 AM	2	17/9/1993

LAND

LOT 2 IN STRATA PLAN 10050
AT PENRITH
LOCAL GOVERNMENT AREA PENRITH

FIRST SCHEDULE

ISHBEL SCOTT WATSON BLAIR (T W643194)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP10050

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

122221:200304 Blair

PRINTED ON 18/8/2020

Provided on 18/08/2020 11:44 AM by CITEC Confirm

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP10050

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
18/8/2020	11:45 AM	-	-

VOL 12907 FOL 188 IS THE CURRENT CERTIFICATE OF TITLE

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 10050
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT PENRITH
LOCAL GOVERNMENT AREA PENRITH
PARISH OF MULGOA COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP10050

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 10050
ADDRESS FOR SERVICE OF DOCUMENTS:
30 UNION ROAD
PENRITH 2750

SECOND SCHEDULE (13 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- * 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA
SCHEMES MANAGEMENT REGULATION 2016
- 3 P118066 EASEMENT FOR ELECTRICITY PURPOSES AFFECTING THE
PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP578765 EASEMENT FOR ELECTRICITY PURPOSES AFFECTING THE PART
SHOWN SO BURDENED IN THE TITLE DIAGRAM (SEE P390021)
- 5 DP578765 EASEMENT TO DRAIN WATER AFFECTING THE PART SHOWN SO
BURDENED IN THE TITLE DIAGRAM (SEE P390021)
- 6 DP578765 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND
ABOVE DESCRIBED (SEE P390021)
- 7 DP578765 RIGHT OF FOOTWAY AND EASEMENT FOR SERVICES (SEE
P390021) AFFECTING THE PART SHOWN SO BURDENED IN THE
TITLE DIAGRAM
- 8 DP578765 RIGHT OF CARRIAGEWAY AFFECTING THE PART SHOWN SO
BURDENED IN THE TITLE DIAGRAM (SEE P390021)
- 9 DP578765 RIGHT OF CARRIAGEWAY AFFECTING THE PART SHOWN SO

- BURDENED IN THE TITLE DIAGRAM (SEE P390021)
10 DP578765 EASEMENT FOR ELECTRICITY PURPOSES APPURTENANT TO THE
LAND ABOVE DESCRIBED (SEE P390021)
11 DP578765 RIGHT OF FOOTWAY AND EASEMENT FOR SERVICES (SEE
P390021) APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

122222:200304 Blair

PRINTED ON 18/8/2020

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP10050

PAGE 2

SECOND SCHEDULE (13 NOTIFICATIONS) (CONTINUED)

- 12 DP578765 RIGHTS OF CARRIAGEWAY (SEE P390021) APPURTENANT TO
THE LAND ABOVE DESCRIBED
13 DP578765 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED (SEE P390021)

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 10050

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 53	2	- 56	3	- 55	4	- 60
5	- 54	6	- 60	7	- 58	8	- 50
9	- 53	10	- 49	11	- 54	12	- 52
13	- 61	14	- 54	15	- 63	16	- 53
17	- 62	18	- 53				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

122222:200304 Blair

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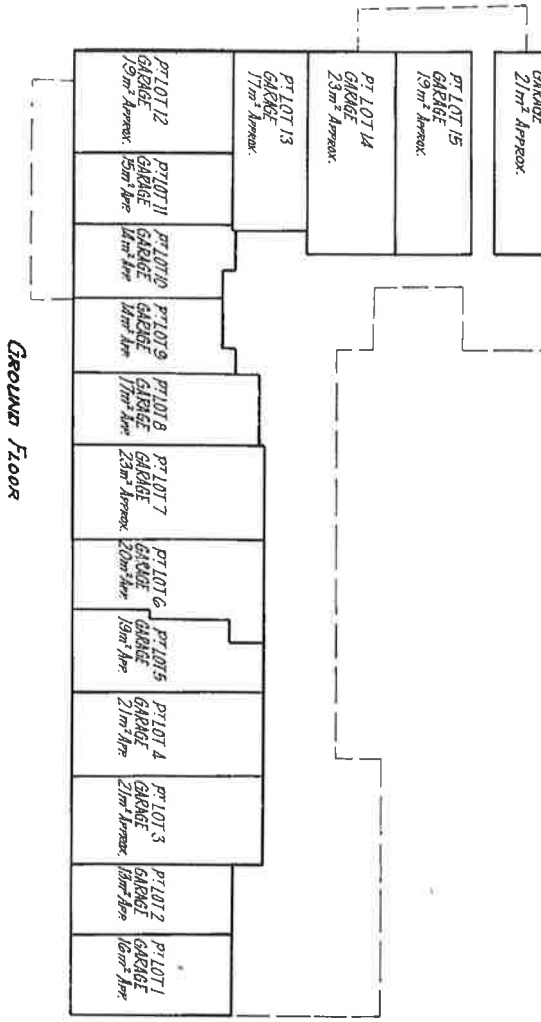
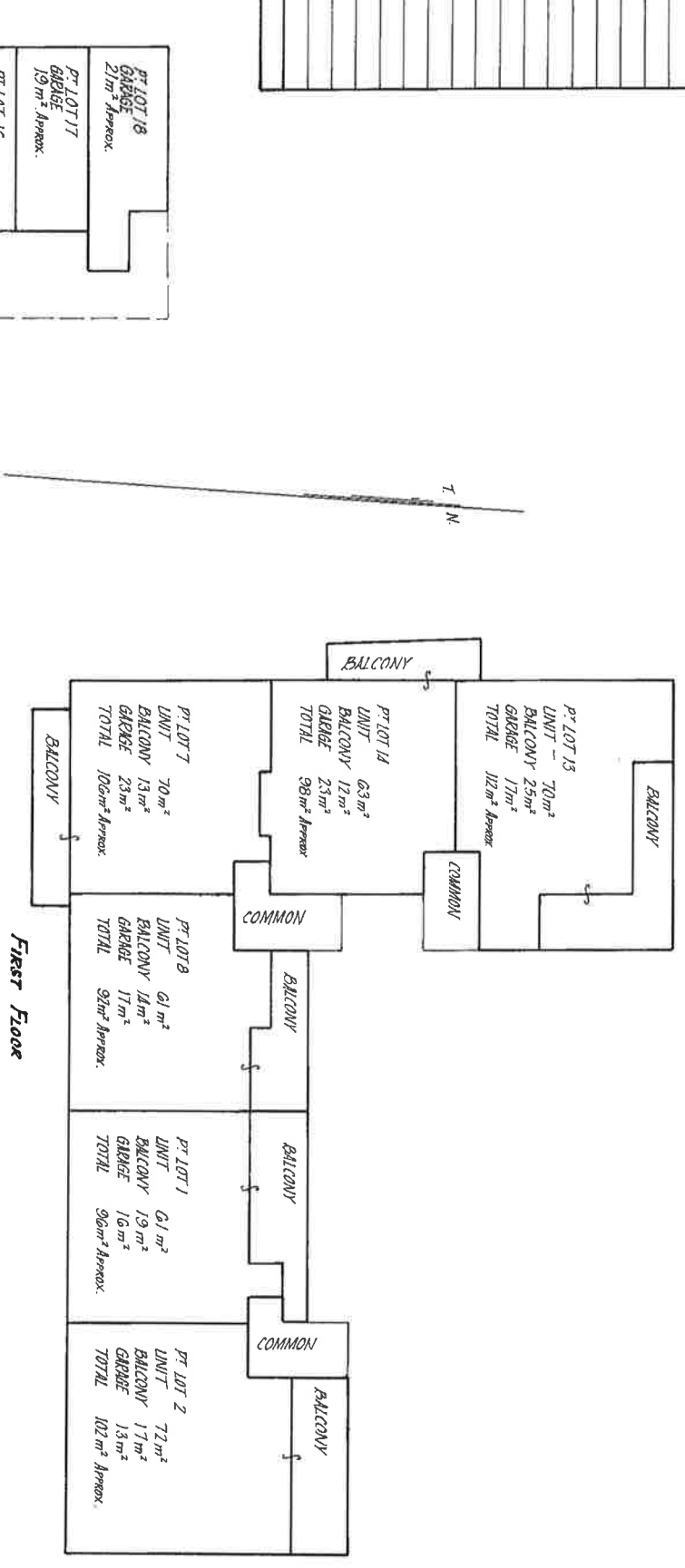
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LOT N ^o	UNIT ENTITLEMENT
1	53
2	56
3	55
4	60
5	54
6	60
7	58
8	50
9	53
10	49
11	54
12	52
13	61
14	54
15	63
16	53
17	62
18	53
AGGREGATE	1000



NOTE: THE BALCONIES ARE COVERED

Reduction Ratio 1:200

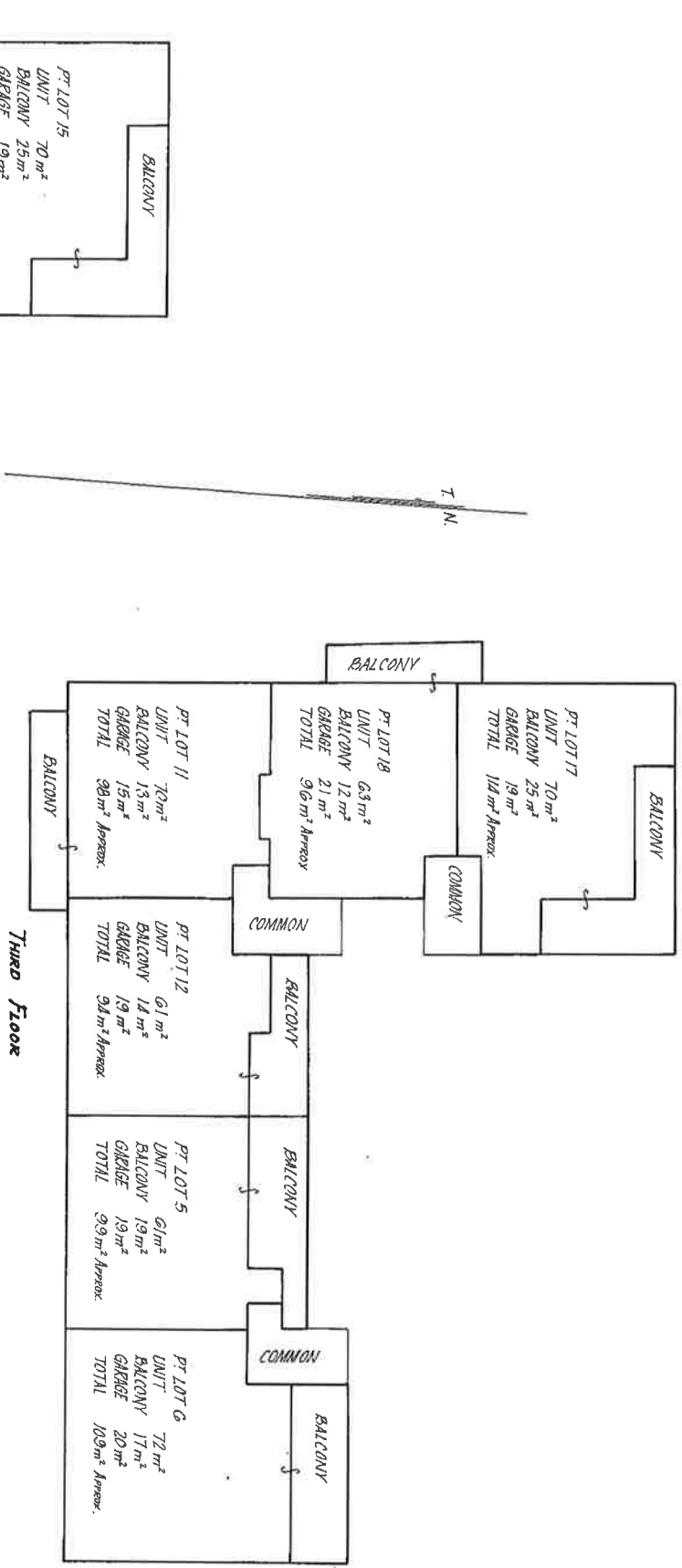
Lengths are in metres

[Signature]
Registered Surveyor

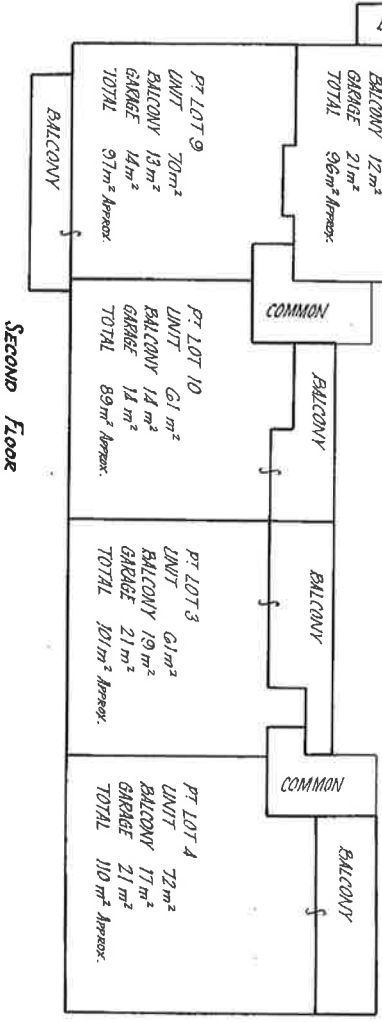
[Signature]
Council Clerk



STRATA PLAN 10050



Note: THE BALCONIES ARE COVERED.



Reduction Ratio 1:200

Lengths are in metres

[Signature]
Registered Surveyor

[Signature]
Council Clerk



RP 13A



1



DEC 19 PM 2.00

63 P 118066

NEW SOUTH WALES

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

OFFICE USE ONLY

A	E	-
\$28		

This form is for use where the short form of transfer is available. Typewriting and handwriting should be clear, legible and in permanent black non-copying ink. No alterations should be made by erasure. The words referred to must be ruled through and verified by signature or initials in the margin.

(a) Full name, address and occupation of transferor.

(a) CARAWAY INVESTMENTS PTY. LIMITED

hereinafter referred to as the TRANSFEROR

(b) If a less estate arise out in fee simple and add appropriate covenants.

being registered proprietor of an estate in fee simple^(b) in the land hereinafter described, subject to the following encumbrances and interests

(c) A short note will suffice. If an encumbrance is not yet registered particulars sufficient for identification must be furnished.

(c) Caution No. M991592.
Mortgage N766443 to Midland Credit Limited.

in consideration of ONE DOLLAR (\$ 1.00)

(d) Insert appropriate words. If desired, this space may be used in the case of a transfer by direction.

(the receipt whereof is hereby acknowledged), paid to the transferor by^(d) THE PROSPECT COUNTY COUNCIL and grants hereby transfers to

(e) Full name, address and occupation of transferee. If more than one transferee state whether joint tenants or tenants in common. Unless otherwise stated tenants in common will be presumed to hold in equal shares.

(e) THE PROSPECT COUNTY COUNCIL of 10 Smith Street, Parramatta

hereinafter referred to as the TRANSFEEE

out of all such Estate and Interest an estate in fee simple^(e)

in the land described in the following schedule

(f) See also sections 317 and 327AA Local Government Act, 1919.

Reference to title		Whole or Part	Description of land if part only ^(f)	County	Parish
Volume	Folio				
<u>12008</u>	<u>195</u>	<u>WHOLE</u>	Being that area of land shown as <u>"Proposed Easement for Electricity Purposes"</u> on the plan annexed hereto marked with the letter "A" and being part of Lot 1 in Deposited Plan 202001.	<u>CUMBERLAND</u>	<u>MULGOA</u>

K 1109 87 42-A

RULE UP ALL BLANKS

62609 0

N 766443 10/1

(a) Here insert any easements, covenants, conditions, restrictions, or other matters which may be included in the instrument. If the space provided is insufficient, additional sheets of paper in this form shall be used. A binding of 14 inches and margins of not less than 1 inch shall be provided. Each additional sheet shall be signed by the parties to the instrument and the attesting witnesses.

An easement for the transmission of electricity and for that purpose to install all necessary equipment (including transformers) together with the right to come and go for the purpose of inspecting maintaining repairing replacing and/or removing such equipment.

Witnessed
Director

John J. Hunt
Secretary

Signatures and seals only.
This is the annexure marked "A"
referred to in Memorandum of
Transfer of even date herewith made
between CARAWAY INVESTMENTS PTY.
LIMITED and THE PROSPECT COUNTY
COUNCIL, DATED 22nd day of
September 1974



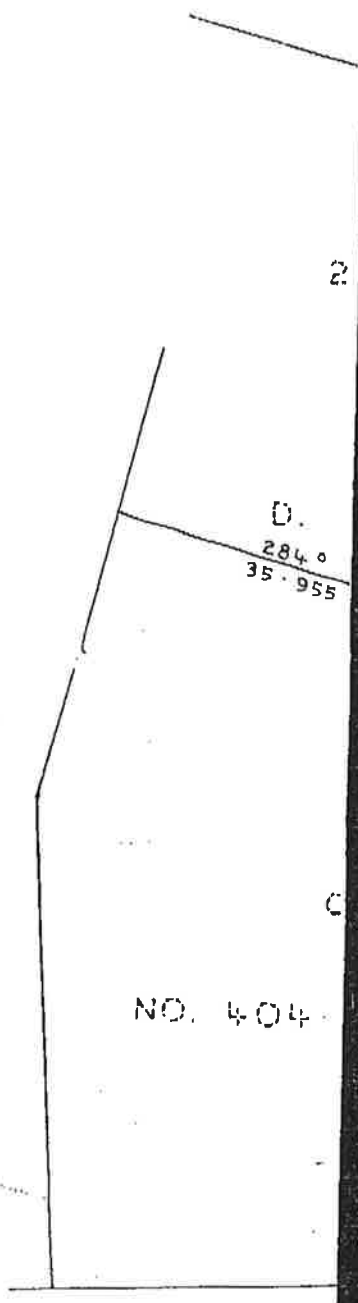
Attorney
Quebec

[Handwritten signature]
Secretary

[Handwritten signature]
Solicitor for the ~~Parties~~
whose signatures cannot be obtained
without delay.

THE COMMON SEAL OF
MIDLAND CREDIT LIMITED
was hereto affixed by
authority of the Board
of Directors in the
presence of:

[Handwritten signature] Director
[Handwritten signature] Secretary



Council Clerk's Certificate
I hereby certify that -
(a) the requirements of the Local Government Act, 1919
(other than the requirements for the registration of
plans), and
(b) the requirements of section 34B of the Metropolitan
Water, Sewerage and Drainage Act, 1924, as amended,
Hunter District Water, Sewerage, and Drainage Act,
1939, as amended
have been complied with by the applicant in relation to the
proposed
inserts "new road", "subdivision" or "consolidated lot" set out herein
Subdivision No.
Date
(Signature)
Council Clerk
*This part of certificate to be deleted where the application is only
for a consolidated lot or the opening of a new road or where the land
to be subdivided is wholly outside the areas of operations of the
Metropolitan Water Sewerage and Drainage Board and the Hunter
District Water Board.
if inapplicable.

P118066

Registered:
C.A.:
Title System:
Purpose:
Ref. Map:
Last Plan:

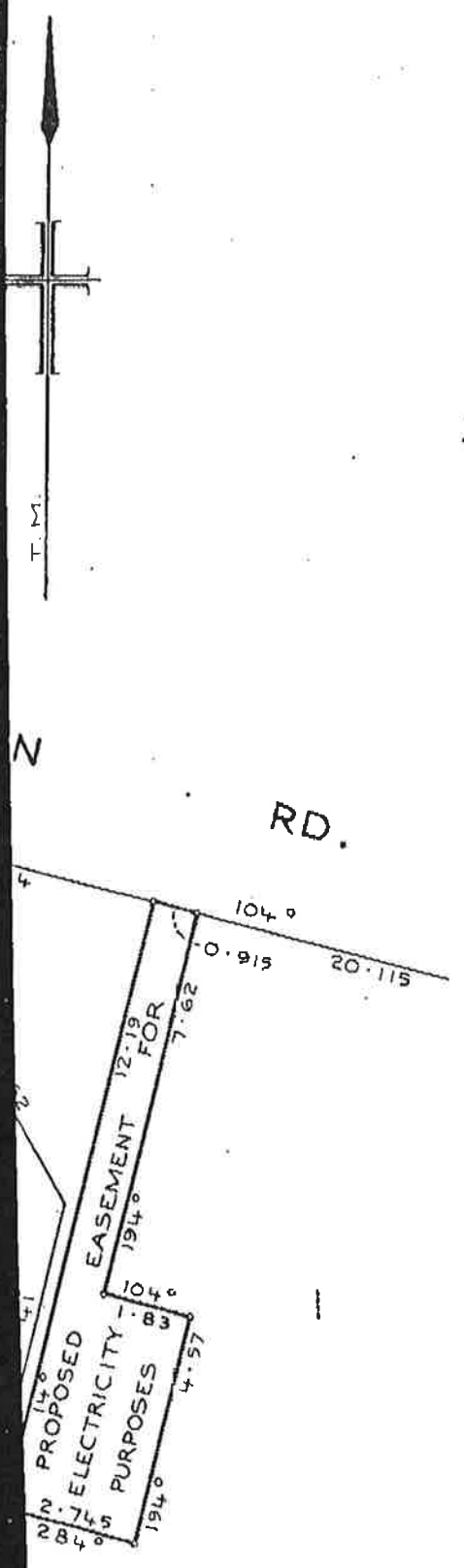
PLAN OF PROPOSED EASEMENT
FOR ELECTRICITY PURPOSES
WITHIN LOT. 1 D.P. 202001

Reduction Ratio 1: 500
Lengths are in metres.

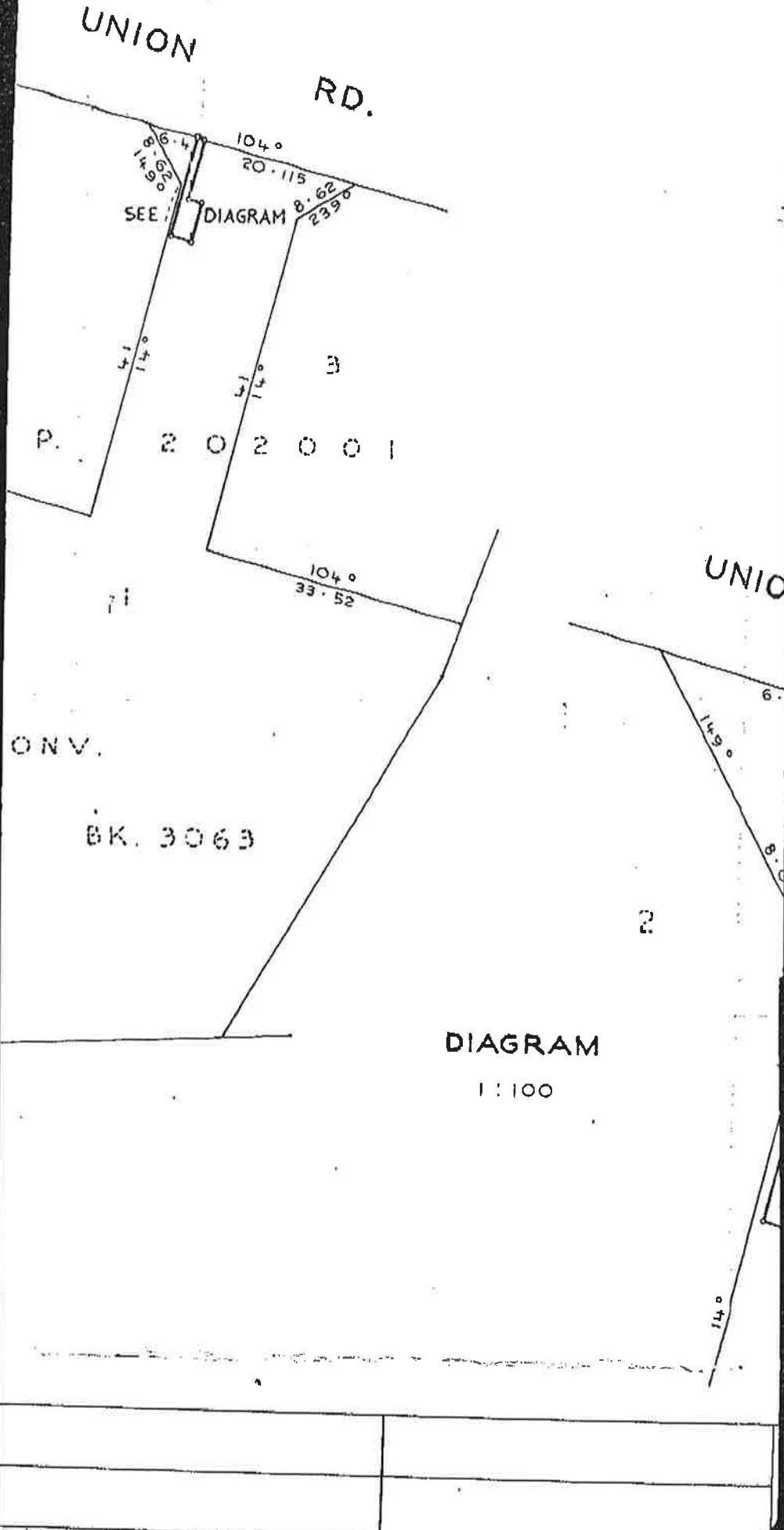
Mm./Shire
City PENRITH
Locality: PENRITH
Parish: MULGOA
County: CUMBERLAND

~~Highly printed or any other~~
(Delete if inapplicable).
Hugh Campbell Mc Cubban
of the Prospect County Council
of 10 Smith St Penrith
a surveyor registered under the Surveyors Act, 1929, as
amended, hereby certify that the survey registered this
plan was compiled from D.P. 202001
is accurate and has been made in accordance with the Survey
Regulation 1933, and was completed on 1
Signature *Hugh Campbell Mc Cubban*
30.4.73
Surveyor registered under Surveyors Act, 1929, as amended
Datum L. ne of Azimuth.
*Strike out either (1) or (2). Insert date of survey

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



LOAD WITH DEALING



Dated at Sydney this 22nd

day of



1974

ver proof of execution of normally required... (i) Signature in my presence by the transferee who is personally known to me... (ii) Signed in my presence by the transferee who is personally known to me... (iii) Real Property Act, 1900... (iv) Signature of witness... (v) Name of witness (BLOCK LETTERS)... (vi) Address of witness... (vii) Witnessed by any person not being the dealing...

(i) Signed in my presence by the transferee who is personally known to me
THE COMMON SEAL of CARAWAY INVESTMENTS PTY. LIMITED was hereunto affixed in the presence of

[Signature]
Secretary

[Signature]
Director

SIGNED for and on behalf of

THE PROSPECT COUNTY COUNCIL

(ii) Signed in my presence by the transferee who is personally known to me

(ii) Accepted and certified correct for the purposes of the Real Property Act, 1900.

[Signature]
Witness for the Transferee

whose signature/s cannot be obtained without delay.

Signature of witness

Name of witness (BLOCK LETTERS)

Address of witness

GT 437-4

MIDLAND CREDIT LIMITED the Mortgagee under Mortgage No. N766443 hereby consents to the within Transfer of Easement.

Dated at Sydney this 22nd day of SEPTEMBER 1974.

The Common Seal of **MIDLAND CREDIT LIMITED** was hereto duly affixed in the presence of:

[Signature]
Secretary

[Signature]
Director

P118066

S \$14 \$28

DEPARTMENTAL USE ONLY		TO BE COMPLETED BY LODGING PARTY	
TRANSFER <i>and Grant of an easement for electricity purposes.</i>		Lodged by	D.C. MACLAREN & CO. SOLICITORS
		Address:	MERRYLANDS ROAD, MERRYLANDS 2160
		Phone No.:	637,0473
		Documents lodged herewith	
		1. <i>CT plan</i>	
		2. <i>27 75 3/15</i>	
		3. _____	
		4. _____	
		5. _____	
Checked <i>AMS</i>	REGISTERED	Received Documents	Receiving Clerk
Passed <i>M.C.</i>	<i>24-2-1975</i>		
Signed <i>J.M.</i>	<i>Jawdatson</i> Registrar General		

AUTHORITY FOR USE OF INSTRUMENT OF TITLE (B)

Authority is hereby given for the use of _____ lodged
(insert reference to certificates, grants or dealings)

In connection with _____ for the
(insert number of plan or dealing)

registration of this dealing and for delivery to _____

(BLOCK LETTERS)

Signature _____

Name (BLOCK LETTERS) _____

(B) Unless the instrument of title has been lodged by the registered proprietor, its use has been restricted previously, authority must be furnished by the registered proprietor and the delivery of the certificate of title, grant etc.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY

(To be signed at the time of executing the within dealing)

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 dealing.

Signed at _____ the _____ day of _____ 19 _____

Signature of attorney _____

Signature of witness _____

CERTIFICATE OF J.P. & Co. TAKING DECLARATION OF ATTESTING WITNESS (B)

I certify that _____ the attesting witness to this dealing, appeared before me at _____ the _____ day of _____ 19 _____ 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 his own handwriting and that he was of sound mind and freely and voluntarily signed the same.

Signature _____

Name (BLOCK LETTERS) _____

Qualification _____

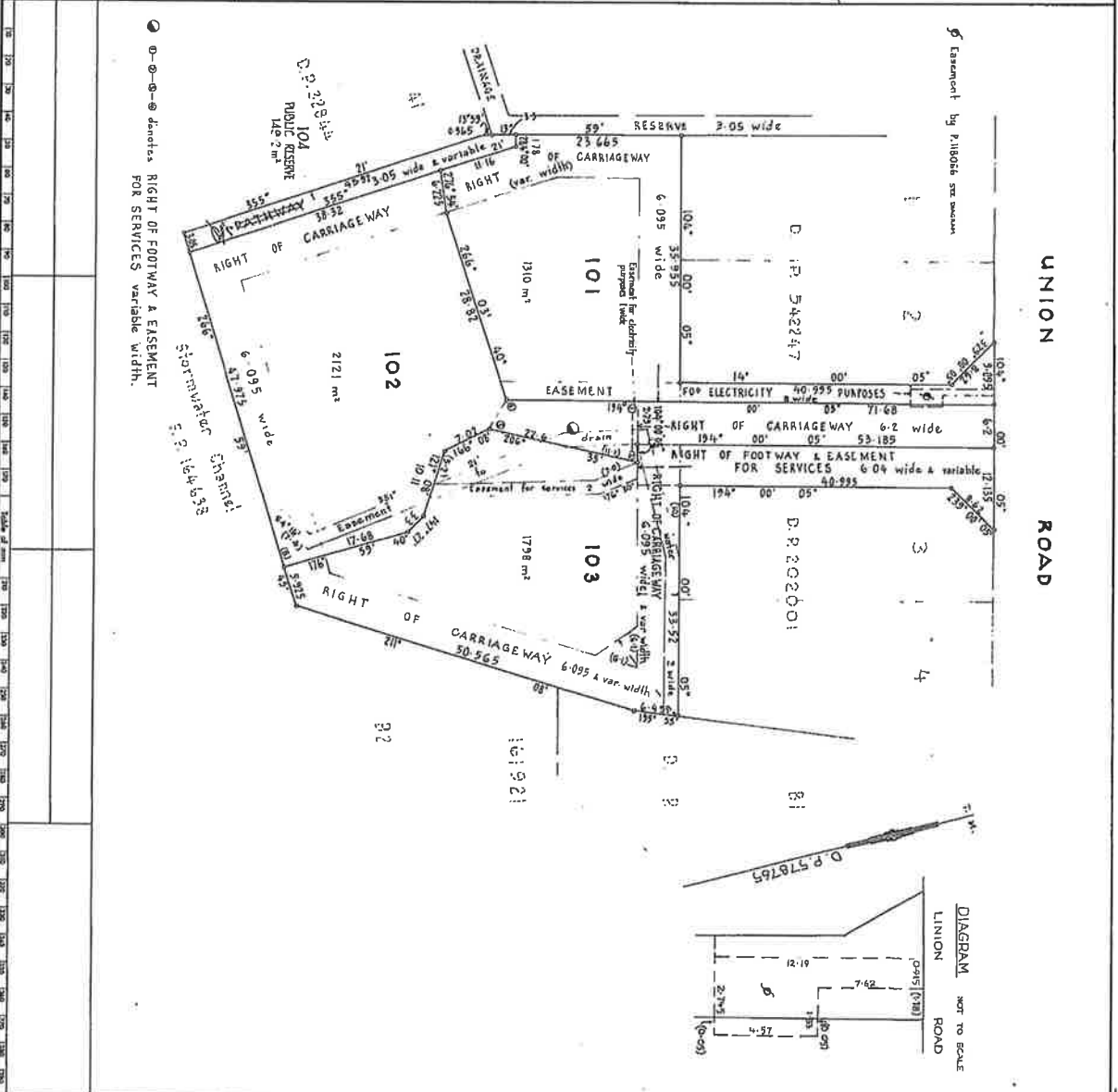
(B) Not required dealing after accordance with (b); in other cases signed by the person referred note (b).

M.P.D.



Signature and seal only
 Date: 14/11/17
 Registrar-General
 Victoria
 Office of the Registrar-General
 110 Collins St
 Melbourne VIC 3000

Consent Certificate
 Council Certificate No. 59/17
 The requirements of the Land Management Act 1998
 have been complied with by the applicant in relation to the
 proposed subdivision.
 Date: 30/10/17



WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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REGISTRATION NO. 229/17
 CALNO. 3951 OF 20/6/17
 Title System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: PENRITH SH-3
 Lot Plan: D P 202001
 PLAN OF SUBDIVISION OF LOT 1, D P 202001
 Registrar-General
 Victoria
 Office of the Registrar-General
 110 Collins St
 Melbourne VIC 3000
 Date: 22/11/17
 Registrar-General
 Victoria
 Office of the Registrar-General
 110 Collins St
 Melbourne VIC 3000

Section 88B of the Conveyancing Act 1919 is intended to create:
 1. Easement for electricity purposes
 2. Right of Carriage way 6.2 wide
 3. Right of Footway & Easement for Services variable width
 4. Right of Carriage way 6.095 wide & variable
 5. Right of Carriage way variable width 6.095 wide
 6. Right of Carriage way 6.095 wide
 7. Right of Footway & Easement for Services variable width
 8. Easement for Services 2 wide
 9. Easement to drain water 2 wide
 10. Easement for electricity purposes 2 wide
 11. It is intended to dedicate the public road
 12. EASEMENT PLAN AS per 100021

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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FRAMES

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

28th March, 1988



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 80B CONVEYANCING ACT 1919

Sheet 9 of 9 Sheets

Plan: DP578765
Subdivision of Lot 1 in Deposited Plan No. 202001 covered by Council Order Certificate No. 82/75 of 1975. (M3357)

(E) (11) The persons whose consent is required to release the easements tentatively referred to in the Plan:
The registered proprietor for the time being of Lot 101 and Lot 103 in the Plan (or any part thereof with which the easements may be capable of enjoyment) and Prospect County Council.

THE COMMON SEAL OF CASHMAY INVESTMENTS PTY. LIMITED was hereunto affixed in the presence of:

Director Secretary



Approved by Council
THE COMMON SEAL OF MIDLAND CREDIT LIMITED was hereunto affixed pursuant to the authority of the Board of Directors in the presence of:

Secretary

Director

P 39,000
P 15,78765
26-8-1975

Witness
J. F. Gallo

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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FRAME 4

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

28th March, 1988



INTERRIGHT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USES INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919
Sheet 7 of 9 Sheets

Plan: DP578765

Subdivision of Lot 1 in Deposited Plan No. 202001 covered by Council Order's Certificate No. 8475 of 1975. (A331V)

9. Terms of easement to drain water 2 metres wide sitably referred to in the above-mentioned plan.

Easement to drain water as set out in Part III of Schedule IVA Conveyancing Act 1919.

10. Terms of easement for electricity purposes 1 metre wide tentily referred to in the above-mentioned plan.

Full and free right for every person who is the registered proprietor for the time being of the dominant tenement (or any part thereof) which the right may be capable of enjoyment) and every person who is authorized by such registered proprietor and to every person who is at any time entitled to an estate or interest in possession in the dominant tenement:-

- (a) to pass and repair at all times and with or without tools, materials, plant and other apparatus and vehicles over the servient tenement; and
- (b) to construct, lay down, dismantle, replace, repair, renew and maintain underground (or overhead or both underground and overhead) electricity conductors wires cables and other apparatus for the transmission of electric current through beneath or over the servient tenement; and also full and uninterrupted passage of electricity and apparatus thereto appertaining through under or over the easement and through the electricity conductors and wires when constructed.

(a) (1) The persons having the right to release, vary or modify the easements filthly referred to in the plan.

The registered proprietor for the time being of Lots 102 and Lot 103 in the Plan (or any part thereof) with which the easements may be capable of enjoyment).

(11) The persons whose consent is required to release the easements filthly referred to in the plan.

The registered proprietor for the time being of Lot 102 and Lot 103 in the Plan (or any part thereof) with which the easements may be capable of enjoyment).

(b) (1) The persons having the right to release, vary or modify the easements severally, jointly and severally referred to in the plan;

The registered proprietor for the time being of Lot 102 and Lot 103 in the Plan (or any part thereof) with which the easements may be capable of enjoyment).

(11) The persons whose consent is required to release the easements severally, jointly and severally referred to in the plan;

The registered proprietor for the time being of Lot 102 and Lot 103 in the Plan (or any part thereof) with which the easements may be capable of enjoyment).

THE COMMON SEAL OF GUYANA INVESTMENTS (PTY) LIMITED was hereunto placed in the presence of:



Approved by Council 28/3/88

INTERRIGHT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USES INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919
Sheet 8 of 9 Sheets

Plan: DP578765

Subdivision of Lot 1 in Deposited Plan No. 2000 covered by Council Order's Certificate No. 8275 of 1975. (A335V)

(c) (1) The persons having the right to release, vary or modify the easements thirdly, fourthly and eighthly referred to in the plan;

The registered proprietor for the time being of Lot 101 and Lot 102 in the Plan (or any part thereof) with which the easements may be capable of enjoyment).

(11) The persons whose consent is required to release the easements thirdly, fourthly and eighthly referred to in the plan;

The registered proprietor for the time being of Lot 101 and Lot 102 in the Plan (or any part thereof) with which the easements may be capable of enjoyment).

(d) (1) The persons having the right to release, vary or modify the easements ninthly referred to in the plan;

The registered proprietor for the time being of Lot 101, Lot 102 and Lot 103 in the Plan (or any part thereof) with which the easements may be capable of enjoyment).

(11) The persons whose consent is required to release the easements ninthly referred to in the plan:

The registered proprietor for the time being of Lot 101, Lot 102 and Lot 103 in the Plan (or any part thereof) with which the easements may be capable of enjoyment).

(e) (1) The persons having the right to release, vary or modify the easements referred to in the plan;

The registered proprietor for the time being of Lot 102 and Lot 103 in the Plan (or any part thereof) with which the easements may be capable of enjoyment).

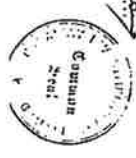
(11) The persons whose consent is required to release the easements filthly referred to in the plan:

The registered proprietor for the time being of Lot 102 and Lot 103 in the Plan (or any part thereof) with which the easements may be capable of enjoyment).

(f) (1) The persons having the right to release, vary or modify the easements tentily referred to in the plan;

The registered proprietor for the time being of Lot 101 and Lot 103 in the Plan (or any part thereof) with which the easements may be capable of enjoyment).

Approved by Council 28/3/88



Approved by Council 28/3/88

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

FRAME 1

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.



28th March, 1988

P:3 900 21

NOTICE

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USE INTENDED TO BE GRANTED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919

Sheet 1 of 9 Sheets

Plan: DP578765
 Subdivision of Lot 1 in Deposited Plan No. 202001 covered by Council Clerk's Certificate No. 80175 of 1975. (3357)

Full name and address of proprietor of the Land: Carway Investments Pty. Limited, 4 Joseph Street, Lane Cove.

1. Identity of easement: Easement for electricity purposes 3 metres wide.

SCHEDULE OF LOTS AFFECTED

101 Lots benefited

2. Identity of easement: Right of carriageway 6.2 metres wide.

SCHEDULE OF LOTS AFFECTED

101, 103 Lots benefited

3. Identity of easement: Right of footway and easement for services 6.06 metres wide and variable.

SCHEDULE OF LOTS AFFECTED

103 Lots benefited

4. Identity of easement: Right of carriageway 6.095 metres wide and variable.

SCHEDULE OF LOTS AFFECTED

101, 102, 103 Lots benefited

THE COMMON SEAL OF CARWAY INVESTMENTS PTY. LIMITED was heretofore affixed in the presence of:

Approved by Council 20/6/78



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USE INTENDED TO BE GRANTED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919

Sheet 2 of 9 Sheets

Plan: DP578765
 Subdivision of Lot 1 in Deposited Plan No. 202001 covered by Council Clerk's Certificate No. 80175 of 1975. (3357)

5. Identity of easement: Right of carriageway variable and 6.095 metres wide.

SCHEDULE OF LOTS AFFECTED

101, 102, 103 Lots benefited

6. Identity of easement: Right of carriageway 6.095 metres wide.

SCHEDULE OF LOTS AFFECTED

101, 103 Lots benefited

7. Identity of easement: Right of footway and easement for services variable width.

SCHEDULE OF LOTS AFFECTED

102, 101, 103 Lots benefited

8. Identity of easement: Easement for services 2 metres wide.

SCHEDULE OF LOTS AFFECTED

103 Lots benefited

THE COMMON SEAL OF CARWAY INVESTMENTS PTY. LIMITED was heretofore affixed in the presence of:

Approved by Council 20/6/78



10	20	30	40	50	60	70	Table of mm	110	120	130	140
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FRAME 3

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

28th March, 1988



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

Sheet 5 of 9 Sheets

Plan: DP578765

Subdivision of Lot 1 in Deposited Plan No. 202001 covered by Council Clerk's Certificate No. 80/75 of 1975 (M/3357)

6. Terms of right of carriageway 6.095 metres wide slightly referred to in the above-mentioned plan, Right of carriageway as set out in Part I of Schedule IVA Conveyancing Act, 1919.

7. Terms of right of footway and easement for services variable width severally referred to in the above-mentioned plan.

- (a) Full and free right for every person who is the registered proprietor for the time being the dominant tenement (or any part thereof) which the right may be capable of enjoyment) and to every person authorised by such registered proprietor and to every person who is at any time entitled to an estate or an interest in possession in the dominant tenement to lay through, above, on or under the servient tenement all drains, pipes, conduits, poles, wires and all other equipment and materials necessary to provide and carry all or any of water, sewerage, gas, electric power, light, telephonic, oil, stormwater and all other services from time to time required by the registered proprietor for the time being of the dominant tenement (or any part thereof) which the right may be capable of enjoyment) to the drains, pipes, conduits, poles, wires and all other equipment and materials shall be arranged in such positions as to cause as little interference as is reasonably possible with the right of footway) TOGETHER WITH the right for the grantee (and all persons and workmen authorised by the grantee) to enter upon the servient tenement and to remain there for any tools, implements or machinery necessary for the purpose of entering upon the servient tenement for the purpose of opening, cleansing, repairing, maintaining or renewing such drains, pipes, conduits, poles, wires or other equipment (or any part thereof) and for any of such purposes to open the soil of the servient tenement to such extent as may be necessary and do all other things reasonably necessary to maintain the working order or any part thereof free of obstruction and in good working order and condition. The grantor and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and free access to the dominant tenement and will promptly restore the surface of the servient tenement as nearly as practicable to its original surface.
- (b) Full and free right for every person who is the registered proprietor for the time being of the dominant tenement (or any part thereof) which the right may be capable of enjoyment) and to every person authorised by such registered proprietor and to every person who is at any time entitled to an estate or interest in possession in the dominant tenement:-

THE COMMON SEAL OF CANBURY INVESTMENTS PTY. LIMITED was hereunto affixed in the presence of: *C. K. Brown* Director

Approved by Council: *[Signature]* 20/6/76. Secretary

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

Sheet 6 of 9 Sheets

Plan: DP578765

Subdivision of Lot 1 in Deposited Plan No. 202001 covered by Council Clerk's Certificate No. 80/75 of 1975 (M/3357)

(i) to pass and repose at all times and with or without tools, materials, plant and other apparatus and vehicles over the servient tenement; and

(ii) to construct, lay down, dismantle, replace, repair, maintain and use (and to cause to be so used) overhead (both underground and overhead) electrically and non-electrically wires, cables and other apparatus for the transmission of electric current through beneath or over the servient tenement; and also full and uninterrupted passage of electricity and apparatus thereto appertaining through under or over the easement and through the electricity conductors and wires when constructed, the electricity conductors and wires when constructed, Conveyancing Act 1919

(c) Right of easement for services 7 metres wide slightly referred to in the above-mentioned plan.

- Full and free right for every person who is the registered proprietor for the time being of the dominant tenement (or any part thereof) which the right may be capable of enjoyment) and to every person authorised by such registered proprietor and to every person who is at any time entitled to an estate or an interest in possession in the dominant tenement to lay out, construct, erect, install, carry, maintain and use, through, above, on or under the servient tenement all drains, pipes, conduits, poles, wires and all other equipment and materials necessary to provide and carry all or any of water, sewerage, gas, electric power, light, telephonic, oil or stormwater and all other services from time to time required by the registered proprietor for the time being of the dominant tenement (or any part thereof) which the right may be capable of enjoyment) to be connected to and from the dominant tenement (EVIDENCED THAT the drains, pipes, conduits, poles, wires and all other equipment and materials shall be arranged in such positions as to cause as little interference as is reasonably possible with the right of footway) TOGETHER WITH the right for the grantee (and all persons and workmen authorised by the grantee) to enter upon the servient tenement and to remain there for any tools, implements or machinery necessary for the purpose of entering upon the servient tenement for the purpose of opening, cleansing, repairing, maintaining or renewing such drains, pipes, conduits, poles, wires or other equipment (or any part thereof) and for any of such purposes to open the soil of the servient tenement to such extent as may be necessary and do all other things reasonably necessary to maintain the working order or any part thereof free of obstruction and in good working order and condition. The grantor and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and free access to the dominant tenement and will promptly restore the surface of the servient tenement as nearly as practicable to its original surface.

THE COMMON SEAL OF CANBURY INVESTMENTS PTY. LIMITED was hereunto affixed in the presence of: *C. K. Brown* Director

Approved by Council: *[Signature]* 20/6/76. Secretary

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FRAME 2

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

28th March, 1988



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USES INTENDED TO BE CREATED PURSUANT TO SECTION 80B CONVEYANCING ACT 1919
Sheet 3 of 9 sheets

Plan: **DP578765**
Subdivision of Lot 1 in Deposited Plan No. 202001 covered by Council Order's Certificate No. 89/75 of 1975. (5357)
Easement to drain water 2 metres wide.

SCHEDULE OF LOTS AFFECTED

10. Identity of easement beneficially referred to in above-mentioned Plan:
103
102, 101
103, 101

10. Identity of easement beneficially referred to in above-mentioned Plan:
103
102, 101
103, 101

SCHEDULE OF LOTS AFFECTED

10. Identity of easement beneficially referred to in above-mentioned Plan:
103
102, 101
103, 101

PART 2.

1. Terms of easement for electricity purposes 3 metres wide firstly referred to in above-mentioned Plan.

Full and free right for every person who is the registered proprietor for the time being of the dominant tenement (or any part thereof) which the right may be capable of enjoyment; and to every person who is authorized by such registered proprietor and to every person who is at any time entitled to an estate or interest in possession in the dominant tenement:

- (a) to pass and repose at all times and with or without tools, materials plant and other apparatus and vehicles over the servient tenement; and
- (b) to construct, lay down, dismantle, replace, repair, renew and maintain underground (or overhead for both underground and overhead) electrically conductors wires cables and other apparatus for the transmission of electric current through and beneath or over the servient tenement; and also full and unrestricted passages of electricity and apparatus thereto appertaining through and over the easement and through the electrically conductors and wires when constructed.

2. Terms of right of carriageway 6.2 metres wide secondly referred to in the above-mentioned Plan.

Right to carriageway as set out in Part 111 of Schedule 1VA Conveyancing Act, 1919.

3. Terms of right of footway and easement for services 6.0 metres wide and variable thirdly referred to in the above-mentioned Plan:

Right of footway as set out in Part 11 of Schedule 1VA Conveyancing Act, 1919.

THE COMMON SEAL OF CARAWAY INVESTMENTS
BY *[Signature]* Director

Approved by Council 30/6/75



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USES INTENDED TO BE CREATED PURSUANT TO SECTION 80B CONVEYANCING ACT 1919
Sheet 4 of 9 Sheets

Plan: **DP578765**
Subdivision of Lot 1 in Deposited Plan No. 202001 covered by Council Order's Certificate No. 89/75 of 1975. (5357)

AND

Full and free right for every person who is the registered proprietor for the time being of the dominant tenement (or any part thereof) which the right may be capable of enjoyment; and to every person who is authorized by such registered proprietor and to every person who is at any time entitled to an estate or interest in possession in the dominant tenement to lay out, construct, erect, install, carry, maintain and use, through, above, on or under the servient tenement all buildings, erections, drains, pipes, conduits, poles, wires and all other equipment and materials necessary for the conveyance of electricity and for any other purpose; and also full and unrestricted passages of electricity and apparatus thereto appertaining through and over the easement and through the electrically conductors and wires when constructed.

4. Terms of right of carriageway 6.025 metres wide and variable fourthly referred to in the above-mentioned Plan:

Right of carriageway as set out in Part I of Schedule 1VA Conveyancing Act, 1919

5. Terms of right of carriageway variable and 6.025 metres wide fifthly referred to in the above-mentioned Plan:

Right of carriageway as set out in Part I of Schedule 1VA Conveyancing Act, 1919.

THE COMMON SEAL OF CARAWAY INVESTMENTS
BY *[Signature]* Director

Approved by Council 30/6/75



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

Sheet 1 of 9 Sheets

PART 1.

Plan: DP578765 (Subdivision of Lot 1 in Deposited Plan No. 202001 covered by Council Clerk's Certificate No. 80/75 of 1975. (3351))

Full name and address of proprietor of the land Caraway Investments Pty. Limited, 4 Joseph Street, Lane Cove.

1. Identity of easement firstly referred to in abovementioned plan: Easement for electricity purposes 3 metres wide.

SCHEDULE OF LOTS AFFECTED

<u>Lots burdened</u>	<u>Lots benefited</u>
101	102, 103

2. Identity of easement secondly referred to in abovementioned plan: Right of carriageway 6.2 metres wide.

SCHEDULE OF LOTS AFFECTED

<u>Lots burdened</u>	<u>Lots benefited</u>
102	101, 103

3. Identity of easement thirdly referred to in abovementioned plan: Right of footway and easement for services 6.04 metres wide and variable.

SCHEDULE OF LOTS AFFECTED

<u>Lots burdened</u>	<u>Lots benefited</u>
103	101, 102

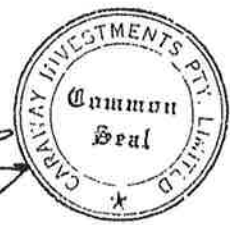
4. Identity of easement fourthly referred to in abovementioned plan: Right of carriageway 6.095 metres wide and variable.

SCHEDULE OF LOTS AFFECTED

<u>Lots burdened</u>	<u>Lots benefited</u>
103	101, 102

THE COMMON SEAL of CARAWAY INVESTMENTS PTY. LIMITED was hereunto affixed in the presence of:

..... Director Secretary



Approved by Council 20/6/75.

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

Sheet 2 of 9 Sheets

Plan: **DP578765**

Subdivision of Lot 1 in Deposited Plan
No. 202001 covered by Council Clerk's
Certificate No. 80/75 of 1975. (3351)

5. Identity of easement
fifthly referred to in
abovementioned plan: Right of carriageway variable and 6.095
metres wide.

SCHEDULE OF LOTS AFFECTED

<u>Lots burdened</u>	<u>Lots benefited</u>
101	102, 103

6. Identity of easement
sixthly referred to in
abovementioned plan: Right of carriageway 6.095 metres wide.

SCHEDULE OF LOTS AFFECTED

<u>Lots burdened</u>	<u>Lots benefited</u>
102	101, 103

7. Identity of easement
seventhly referred to in
abovementioned plan: Right of footway and easement for services
variable width.

SCHEDULE OF LOTS AFFECTED

<u>Lots burdened</u>	<u>Lots benefited</u>
102	101, 103

8. Identity of easement
eighthly referred to in
abovementioned plan: Easement for services 2 metres wide.

SCHEDULE OF LOTS AFFECTED

<u>Lots burdened</u>	<u>Lots benefited</u>
103	101, 102

THE COMMON SEAL of CARAWAY INVESTMENTS
PTY. LIMITED was hereunto affixed in
the presence of:

.....*Director*.....

Director

.....*Secretary*.....

Secretary



Approved by Council

20/6/75.

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

Sheet 3 of 9 sheets

Plan:

Subdivision of Lot 1 in Deposited Plan No. 202001 covered by Council Clerk's Certificate No. 80/75 of 1975. (3357)

DP578765

9. Identity of easement
Ninthly referred to in
abovementioned plan:

Easement to drain water 2 metres wide.

SCHEDULE OF LOTS AFFECTED

Lots burdened

103
102

Lots benefited

102, 101
103, 101

10. Identity of easement
Tenthly referred to in
abovementioned plan:

Easement for Electricity purposes 1 metre wide.

SCHEDULE OF LOTS AFFECTED

Lots burdened

102

Lots benefited

101, 103

PART 2.

1. Terms of easement for electricity purposes 3 metres wide firstly referred to in abovementioned plan.

Full and free right for every person who is the registered proprietor for the time being of the dominant tenement (or any part thereof with which the right may be capable of enjoyment) and to every person authorised by such registered proprietor and to every person who is at any time entitled to an estate or interest in possession in the dominant tenement:-

- (a) to pass and re-pass at all times and with or without tools materials plant and other apparatus and vehicles over the servient tenement; and
- (b) to construct, lay down, dismantle, replace, repair, renew and maintain underground (or overhead (or both underground and overhead)) electricity conductors wires cables and other apparatus for the transmission of electric current through beneath or over the servient tenement; and also full and uninterrupted passage of electricity and apparatus thereto appertaining through under or over the easement and through the electricity conductors and wires when constructed.

2. Terms of right of carriageway 6.2 metres wide secondly referred to in the abovementioned plan.

Right to carriageway as set out in Part III of Schedule IVA Conveyancing Act, 1919.

3. Terms of right of footway and easement for services 6.04 metres wide and variable thirdly referred to in the abovementioned plan:

Right of footway as set out in Part II of Schedule IVA Conveyancing Act, 1919.

THE COMMON SEAL of CARAWAY INVESTMENTS
PTY. LIMITED was hereunto affixed in
the presence of:

.....
Director

.....
Secretary

Approved by Council
20/6/75.



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

Sheet 4 of 9 Sheets

Plan:

DP578765

Subdivision of Lot 1 in Deposited Plan
No. 202001 covered by Council Clerk's
Certificate No. 80/75 of 1975. (3351)

AND

Full and free right for every person who is the registered proprietor for the time being of the dominant tenement (or any part thereof with which the right may be capable of enjoyment) and to every person authorised by such registered proprietor and to every person who is at any time entitled to an estate or interest in possession in the dominant tenement to lay out, construct, erect, install, carry, maintain and use, through, above, on or under the the servient tenement all buildings, erections, drains, pipes, conduits, poles, wires and all other equipment and materials necessary to provide and carry all or any of water, sewerage, gas, electric, power, light, telephone, oil, stormwater, mail, garbage and all other services from time to time required by the registered proprietor for the time being of the dominant tenement (or any part thereof with which the right may be capable of enjoyment) to be connected to and from the dominant tenement (PROVIDED THAT the buildings, erections, drains, pipes, conduits, poles, wires and all other equipment and materials shall be arranged in such positions so as to cause as little interference as is reasonably possible with the right of footway) TOGETHER WITH the right for the grantee (and all persons and workmen authorised by the grantee) with any tools, implements, or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, opening, cleansing, repairing, maintaining or renewing such buildings, erections, drains, pipes, conduits, poles, wires or other equipment (or any part thereof) and for any of such purposes to open the soil of the servient tenement to such extent as may be necessary and for any of such purposes to cut or prune any trees or plants and do all other things reasonably necessary to maintain the equipment or any part thereof free of obstruction and in good working order and condition. The grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and free access to the dominant tenement and will promptly restore the surface of the servient tenement as nearly as practicable to its original surface.

4. Terms of right of carriageway 6.095 metres wide and variable fourthly referred to in the abovementioned plan:

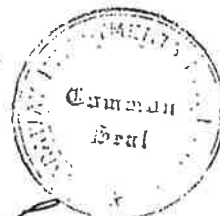
Right of carriageway as set out in Part I of Schedule IVA Conveyancing Act, 1919

5. Terms of right of carriageway variable and 6.095 metres wide fifthly referred to in the abovementioned plan.

Right of carriageway as set out in Part I of Schedule IVA Conveyancing Act, 1919.

THE COMMON SEAL of CARAWAY INVESTMENTS
PTY. LIMITED was hereunto affixed in
the presence of:

... *[Signature]* *[Signature]*
Director Secretary



Approved by Council

[Signature]
20/6/75.

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

Sheet 5 of 9 Sheets

Plan: DP578765

Subdivision of Lot 1 in Deposited Plan
No. 202001 covered by Council Clerk's
Certificate No. 80/75 of 1975. (N^o 335)

6. Terms of right of carriageway 6.095 metres wide sixthly referred
to in the abovementioned plan.

Right of carriageway as set out in Part I of Schedule IVA
Conveyancing Act, 1919.

7. Terms of right of footway and easement for services variable width
seventhly referred to in the abovementioned plan:

(a) full and free right for every person who is the registered proprietor for the time being of the dominant tenement (or any part thereof with which the right may be capable of enjoyment) and to every person authorised by such registered proprietor and to every person who is at any time entitled to an estate or interest in possession in the dominant tenement to lay out, construct, erect, install, carry, maintain and use, through, above, on or under the servient tenement all drains, pipes, conduits, poles, wires and all other equipment and materials necessary to provide and carry all or any of water, sewerage, gas, electric power light, telephone, oil, stormwater and all other services from time to time required by the registered proprietor for the time being of the dominant tenement (or any part thereof with which the right may be capable of enjoyment) to be connected to and from the dominant tenement (PROVIDED THAT the drains, pipes, conduits poles, wires and all other equipment and materials shall be arranged in such positions so as to cause as little interference as is reasonably possible with the right of footway) TOGETHER WITH the right for the grantee (and all persons and workmen authorised by the grantee) with any tools, implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, opening, cleansing, repairing, maintaining or renewing such drains, pipes, conduits, poles, wires or other equipment (or any part thereof) and for any of such purposes to open the soil of the servient tenement to such extent as may be necessary and for any of such purposes to cut or prune any trees or plants and do all other things reasonably necessary to maintain the equipment or any part thereof free of obstruction and in good working order and condition. The grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and free access to the dominant tenement and will promptly restore the surface of the servient tenement as nearly as practicable to its original surface.

(b) full and free right for every person who is the registered proprietor for the time being of the dominant tenement (or any part thereof with which the right may be capable of enjoyment) and to every person, authorised by such registered proprietor and to every person who is at any time entitled to an estate or interest in possession in the dominant tenement:-

THE COMMON SEAL of CARAWAY INVESTMENTS
PTY. LIMITED was hereunto affixed in
the presence of:

.....
Director

.....
Secretary



Approved by Council
20/6/75.

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

Sheet 6 of 9 Sheets

Plan:

DP578765

Subdivision of Lot 1 in Deposited Plan
No. 202001 covered by Council Clerk's
Certificate No. 80/75 of 1975. (N^o 3351)

- (i) to pass and repass at all times and with or without tools, materials, plant and other apparatus and vehicles over the servient tenement; and
 - (ii) to construct, lay down, dismantle, replace, repair, renew and maintain underground (or overhead (or both underground and overhead)) electricity conductors wires cables and other apparatus for the transmission of electric current through beneath or over the servient tenement; and also full and uninterrupted passage of electricity and apparatus thereto appertaining through under or over the easement and through the electricity conductors and wires when constructed.
 - (c) Right of footway as set out in Part II of Schedule IVA Conveyancing Act 1919
8. Terms of easement for services 2 metres wide eighthly referred to in the abovementioned plan.

Full and free right for every person who is the registered proprietor for the time being of the dominant tenement (or any part thereof with which the right may be capable of enjoyment) and to every person authorised by such registered proprietor and to every person who is at any time entitled to an estate or interest in possession in the dominant tenement to lay out, construct, erect, install, carry, maintain and use, through, above, on or under the servient tenement all drains, pipes, conduits, poles, wires and all other equipment and materials necessary to provide and carry all or any of water, sewerage, gas, electric power, light, telephone, oil, stormwater and all other services from time to time required by the registered proprietor for the time being of the dominant tenement (or any part thereof with which the right may be capable of enjoyment) to be connected to and from the dominant tenement (PROVIDED THAT the drains, pipes, conduits, poles, wires and all other equipment and materials shall be arranged in such positions so as to cause little interference as is reasonably possible with the right of footway) TOGETHER WITH the right for the grantee (and all persons and workmen authorised by the grantee) with any tools, implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting opening, cleansing, repairing, maintaining or renewing such drains, pipes, conduits, poles, wires or other equipment (or any part thereof) and for any of such purposes to open the soil of the servient tenement to such extent as may be necessary and for any of such purposes to cut or prune any trees or plants and do all other things reasonably necessary to maintain the equipment or any part thereof free of obstruction and in good working order and condition. The grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and free access to the dominant tenement and will promptly restore the surface of the servient tenement as nearly as practicable to its original surface.

THE COMMON SEAL of CARAWAY INVESTMENTS
PTY. LIMITED was hereunto affixed in
the presence of:

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

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



Approved by Council*[Signature]*.....
20/6/75.

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

Sheet 7 of 9 Sheets

Plan: **DP578765**

Subdivision of Lot 1 in Deposited Plan
No. 202001 covered by Council Clerk's
Certificate No. 80/75 of 1975. (N^o 3351)

9. Terms of easement to drain water 2 metres wide ninthly referred to in the abovementioned plan.

Easement to drain water as set out in Part III of Schedule IVA Conveyancing Act 1919.

10. Terms of easement for electricity purposes 1 metre wide tenthly referred to in the abovementioned plan.

Full and free right for every person who is the registered proprietor for the time being of the dominant tenement (or any part thereof with which the right may be capable of enjoyment) and to every person authorised by such registered proprietor and to every person who is at any time entitled to an estate or interest in possession in the dominant tenement:-

- (a) to pass and repass at all times and with or without tools, materials, plant and other apparatus and vehicles over the servient tenement; and
- (b) to construct, lay down, dismantle, replace, repair, renew and maintain underground (or overhead (or both underground and overhead)) electricity conductors wires cables and other apparatus for the transmission of electric current through beneath or over the servient tenement; and also full and uninterrupted passage of electricity and apparatus thereto appertaining through under or over the easement and through the electricity conductors and wires when constructed.
- (a) (i) The persons having the right to release, vary or modify the easements fifthly referred to in the plan.

The registered proprietor for the time being of Lots 102 and Lot 103 in the Plan (or any part thereof with which the easements may be capable of enjoyment)

- (ii) The persons whose consent is required to release the easements fifthly referred to in the Plan.

The registered proprietor for the time being of Lot 102 and Lot 103 in the Plan (or any part thereof with which the easements may be capable of enjoyment).

- (b) (i) The persons having the right to release, vary or modify the easements secondly, sixthly and seventhly referred to in the Plan;

The registered proprietor for the time being of Lot 101 and Lot 103 in the Plan (or any part thereof with which the easements may be capable of enjoyment).

- (ii) The persons whose consent is required to release the easements secondly, sixthly and seventhly referred to in the Plan:

The registered proprietor for the time being of Lot 101 and Lot 103 in the Plan (or any part thereof with which the easements may be capable of enjoyment)

THE COMMON SEAL of CARAWAY INVESTMENTS
PTY. LIMITED was hereunto affixed in
the presence of:

... *Adriano*
Director

... *[Signature]*
Secretary



Approved by Council

[Signature]
20/6/75.

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

Sheet 8 of 9 Sheets

Plan: **DP578765**

Subdivision of Lot 1 in Deposited Plan
No. 202001 covered by Council Clerk's
Certificate No. 80/75 of 1975. (N^o 3351)

- (c) (i) The persons having the right to release, vary or modify the easements thirdly, fourthly and eighthly referred to in the plan:

The registered proprietor for the time being of Lot 101 and Lot 102 in the Plan (or any part thereof with which the easements may be capable of enjoyment).

- (ii) The persons whose consent is required to release the easements thirdly, fourthly and eighthly referred to in the Plan:

The registered proprietor for the time being of Lot 101 and Lot 102 in the Plan (or any part thereof with which the easements may be capable of enjoyment).

- (d) (i) The persons having the right to release, vary or modify the easements ninthly referred to in the plan:

The registered proprietor for the time being of Lot 101, Lot 102 and Lot 103 in the Plan (or any part thereof with which the easements may be capable of enjoyment).

- (ii) The persons whose consent is required to release the easements ninthly referred to in the plan:

The registered proprietor for the time being of Lot 101, Lot 102 and Lot 103 in the Plan (or any part thereof with which the easements may be capable of enjoyment).

- (e) (i) The persons having the right to release, vary or modify the easements referred to in the plan:

The registered proprietor for the time being of Lot 102 and Lot 103 in the Plan (or any part thereof with which the easements may be capable of enjoyment).

- (ii) The persons whose consent is required to release the easements firstly referred to in the Plan:

The registered proprietor for the time being of Lot 102 and Lot 103 in the Plan (or any part thereof with which the easements may be capable of enjoyment) and Prospect County Council.

- (f) (i) The persons having the right to release, vary or modify the easements tenthly referred to in the plan:

The registered proprietor for the time being of Lot 101 and Lot 103 in the Plan (or any part thereof with which the easements may be capable of enjoyment).

Approved by Council

20/6/75.



Adhwaat

Adhwaat

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

Sheet 9 of 9 Sheets

Plan: **DP578765**

Subdivision of Lot 1 in Deposited Plan No. 202001 covered by Council Clerk's Certificate No. 80/75 of 1975. (N^o 3357)

(F) (ii) The persons whose consent is required to release the easements tenthly referred to in the Plan:

The registered proprietor for the time being of Lot 101 and Lot 103 in the Plan (or any part thereof with which the easements may be capable of enjoyment) and Prospect County Council.

THE COMMON SEAL of CARAWAY INVESTMENTS
PTY. LIMITED was hereunto affixed in
the presence of:



..... Alanavca V. J. Perat
Director Secretary

Approved by Council [Signature]
20/6/75

THE COMMON SEAL of MIDLAND CREDIT LIMITED)
was hereunto affixed pursuant to the)
authority of the Board of Directors in)
the presence of :


[Signature] Secretary [Signature] Director

G. F. Gale and others

P-390021

INSTRUMENT SETTING OUT INTERESTS

PURSUANT TO SECTION 88B, CONVEYANCING ACT,

1919; LODGED WITH DP 578765  *26-8-1975*





New South Wales Consolidated Regulations

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STRATA SCHEMES MANAGEMENT REGULATION 2016 - SCHEDULE 2

SCHEDULE 2 – By-laws for pre-1996 strata schemes

(Clause 35)

1 Noise

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

Note : This by-law was previously by-law 12 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 13 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

Note : This by-law was previously by-law 13 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 14 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

Note : This by-law was previously by-law 14 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 15 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not--

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

Note : This by-law was previously by-law 15 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 16 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

5 Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

Note : This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing--

(a) any locking or other safety device for protection of the owner's lot against intruders, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

Note : This by-law was previously by-law 16 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 17 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

6 Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

Note : This by-law was previously by-law 17 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 18 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

7 Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

Note : This by-law was previously by-law 18 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 19 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

8 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

Note : This by-law was previously by-law 19 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 20 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

Note : This by-law was previously by-law 20 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 21 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

10 Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

Note : This by-law was previously by-law 21 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 22 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

Note : This by-law was previously by-law 22 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 23 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

12 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Note : This by-law was previously by-law 23 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 24 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

13 Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

Note : This by-law was previously by-law 24 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 25 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

14 Floor coverings

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

Note : This by-law was previously by-law 25 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 26 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

15 Garbage disposal

An owner or occupier of a lot--

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

Note : This by-law was previously by-law 26 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 27 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

16 Keeping of animals

- (1) Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Note : This by-law was previously by-law 27 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 28 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

17 Appearance of lot

- (1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

Note : This by-law was previously by-law 29 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 30 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

18 Notice board

An owners corporation must cause a notice board to be affixed to some part of the common property.

Note : This by-law was previously by-law 3 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 3 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

19 Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

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

Property No: 579573
Your Reference: ml:200304
Contact No.

Issue Date: 20 August 2020
Certificate No: 20/03640

Issued to: Burston Cole & Associates
352 High Street
PENRITH NSW 2750

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND Parish: MULGOA

Location: 2/30 Union Road PENRITH NSW 2750
Land Description: Lot 2 SP 10050

- PART 1 PRESCRIBED MATTERS -

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

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

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

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

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

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

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

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

State Environmental Planning Policy No.21 - Caravan Parks.

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

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

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

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

PLANNING CERTIFICATE UNDER SECTION 10.7
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State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.
State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (Note: This policy applies to land within New South Wales that is land zoned primarily for urban purposes or land that adjoins land zoned primarily for urban purposes, but only as detailed in clause 4, 4A and 4B of the policy.)
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.
State Environmental Planning Policy (State Significant Precincts) 2005.
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2013.
State Environmental Planning Policy (Infrastructure) 2007.
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
State Environmental Planning Policy (Affordable Rental Housing) 2009.
State Environmental Planning Policy (State and Regional Development) 2011.
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.
State Environmental Planning Policy (Education Establishments and Child Care Centre Facilities) 2017.
State Environmental Planning Policy (Primary Production and Rural Development) 2019.

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

A Planning Proposal seeking an amendment to Penrith Local Environmental Plan 2010 applies to this land.

The Planning Proposal (Penrith Local Environmental Plan 2010 (Review Phase 1)) seeks to align the LEP with the planning priorities set in the Greater Sydney Commission's 'Greater Sydney Region Plan - A Metropolis of Three Cities' and 'Western City District Plan'. It also seeks to respond to immediate outcomes from recent draft planning strategies as well as address minor housekeeping amendments (See www.penrithcity.nsw.gov.au for details)

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

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

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

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

Penrith Development Control Plan 2014 applies to the land.

Draft Development Control Plan 2014 - Housekeeping Amendment may apply to the land. Please visit Council's website via www.penrithcity.nsw.gov.au for more information.

2 ZONING AND LAND USE UNDER RELEVANT LEPs

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

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

**Zone R4 High Density Residential
(Penrith Local Environmental Plan 2010)**

1 Objectives of zone

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

2 Permitted without consent

Home occupations

3 Permitted with consent

Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Community facilities; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Home-based child care; Home businesses; Information and education facilities; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Recreation facilities (indoor); Residential accommodation; Respite day care centres; Roads; Shop top housing

4 Prohibited

Pond-based aquaculture; Rural workers' dwellings; Tank-based aquaculture; Any other development not specified in item 2 or 3

Flood planning

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

Additional information relating to Penrith Local Environmental Plan 2010

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 COMPLYING DEVELOPMENT

HOUSING CODE

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

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

RURAL HOUSING CODE

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

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

LOW RISE HOUSING DIVERSITY CODE

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

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

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.)

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

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

HOUSING ALTERATIONS CODE

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

GENERAL DEVELOPMENT CODE

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

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

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

SUBDIVISIONS CODE

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

DEMOLITION CODE

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

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

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

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

FIRE SAFETY CODE

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

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

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

4 COASTAL PROTECTION

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

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

5 MINE SUBSIDENCE

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

6 ROAD WIDENING AND ROAD REALIGNMENT

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

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

7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(a) Council Policies

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

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

(b) Other Public Authority Policies

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

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

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

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

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

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

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

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

8 LAND RESERVED FOR ACQUISITION

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

9 CONTRIBUTIONS PLANS

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

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

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

9A BIODIVERSITY CERTIFIED LAND

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

10 BIODIVERSITY STEWARDSHIP SITES

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

10A NATIVE VEGETATION CLEARING SET ASIDES

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

11 BUSH FIRE PRONE LAND

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

12 PROPERTY VEGETATION PLANS

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

(Information is provided in this section only if Council has been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.)

14 *DIRECTIONS UNDER PART 3A*

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

15 *SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING*

(Information is provided in this section only if:

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

16 *SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE*

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

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

(Information is provided in this section only if:

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

18 *PAPER SUBDIVISION INFORMATION*

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

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

19 SITE VERIFICATION CERTIFICATES

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

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

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

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

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

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

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

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

20 LOOSE FILL ASBESTOS INSULATION

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

21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

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

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

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

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

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

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

Warwick Winn
General Manager

per



Please note:

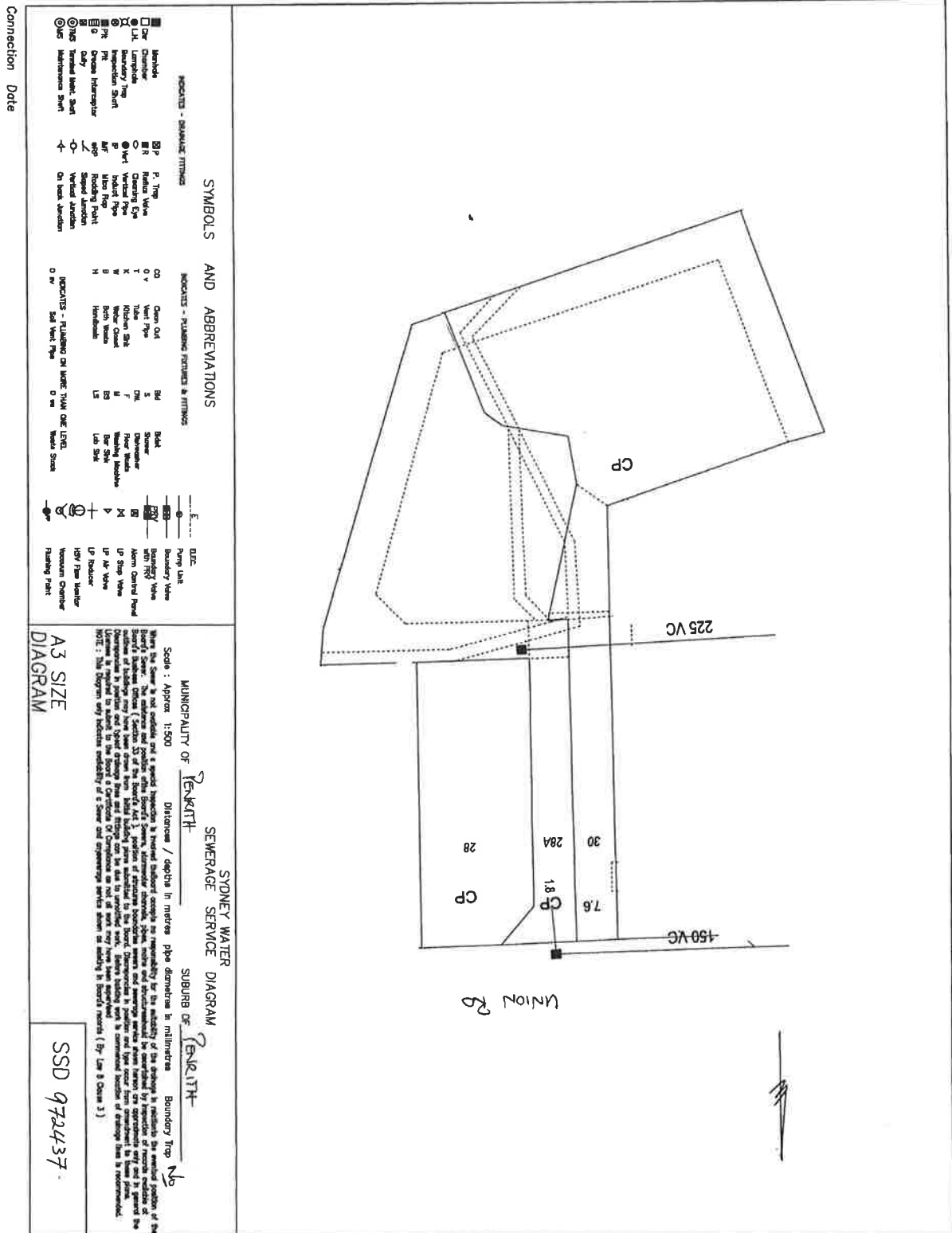
Certain amendments to the Environmental Planning and Assessment Act 1979 No 203 (Act) commenced on 1 March 2018.

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

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

Sewer Service Diagram

Application Number: 937238



SYMBOLS AND ABBREVIATIONS

	Manhole		150 VC
	Chamber		225 VC
	LxL Manhole		300 VC
	Boundary Trap		450 VC
	Inspection Shaft		600 VC
	Cleanout		750 VC
	Cleanout Interceptor		900 VC
	Daily		1200 VC
	Terminal Manhole		1500 VC
	Reference Shaft		1800 VC
	P-Trap		2100 VC
	Riser		2400 VC
	Cleaning Eye		2700 VC
	Vertical Pipe		3000 VC
	Horizontal Pipe		3300 VC
	Racking Part		3600 VC
	Vertical Junction		3900 VC
	Horizontal Junction		4200 VC

MUNICIPALITY OF PENRITH
SYDNEY WATER
SEWERAGE SERVICE DIAGRAM
SUBURB OF PENRITH

Boundary Trap: No

Scale: Approx 1:500
 Dimensions / depths in metres
 pipe diameter in millimetres

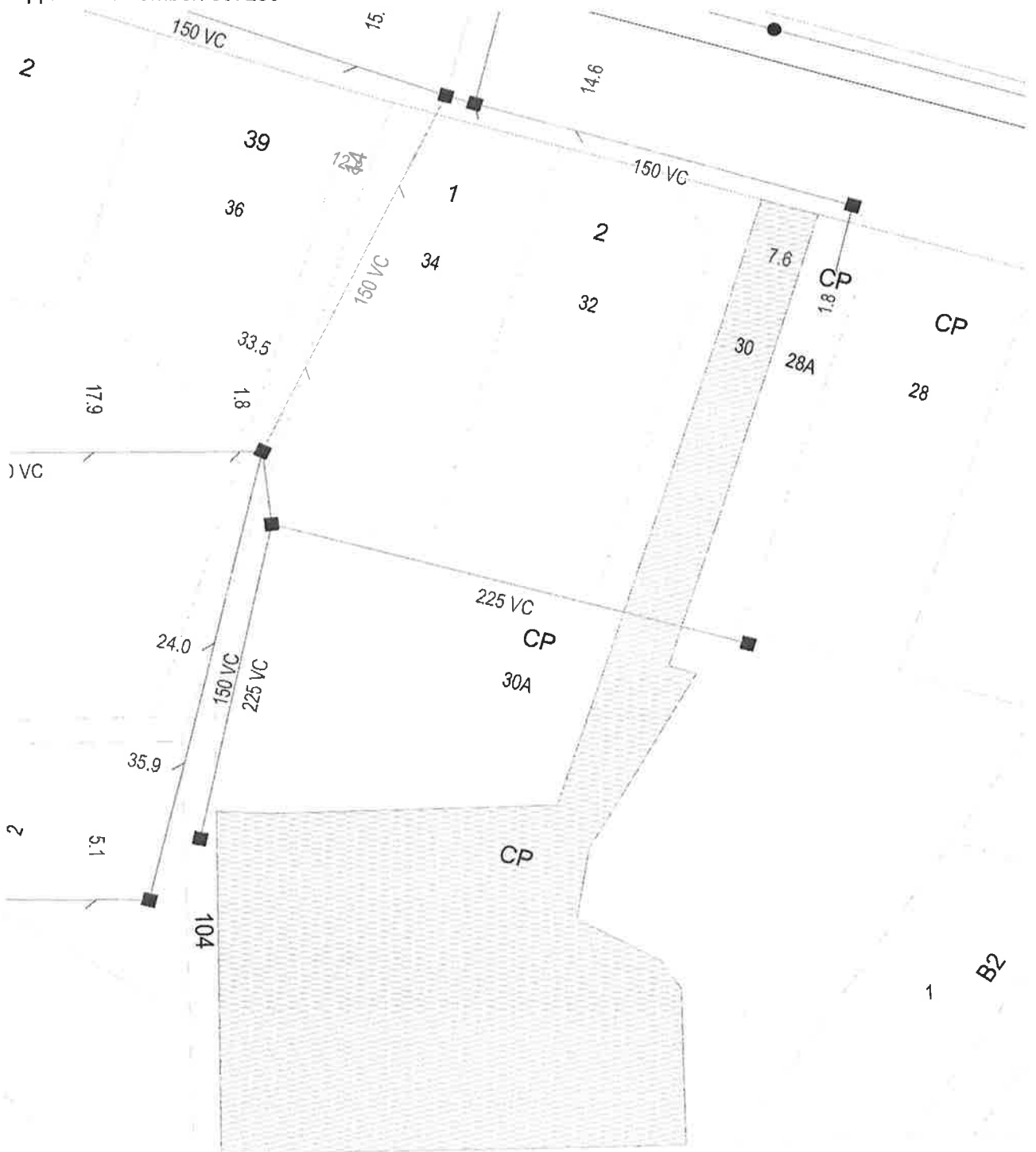
A3 SIZE
DIAGRAM

SSD 972437

NOTE: This Diagram may indicate the location of a sewer and engineering services shown as existing in Board's records (By-Law 8 October 3.)

Service Location Print

Application Number: 937239



Document generated at 18-08-2020 12:05:02 PM

Disclaimer

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

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chalmage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		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			

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* 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 *servicing* 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 *servicing* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- ### • Place for completion
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

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

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- ## 21 Time limits in these provisions
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
 - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

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

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a party to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

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