

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>STANTON &amp; TAYLOR FIRST NATIONAL</b> 371 High Street Penrith NSW 2750	phone 4731 2899 fax ref Justin Cohen
co-agent	Not Applicable	phone fax
vendor	<b>JEFFREY STEVEN LOCKHART and MAY MANIAGO LOCKHART</b> 4 Turnberry Crescent, Glenmore Park	
vendor's solicitor	<b>BELL LAWYERS</b> Level 1, 9 Tindale Street, Penrith NSW 2750 PO Box 594, Penrith NSW 2751	phone (02) 4734 9333 fax (02) 4734 9300 ref AB:NP:200775
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	<b>4 TURNBERRY CRESCENT, GLENMORE PARK NSW 2745</b> Registered Plan: Lot 7248 in Deposited Plan 869837 <b>Folio Identifier 7248/869837</b> <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Swimming Pool & Gazebo	
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 checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> dishwasher <b>NOT WORKING</b> <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> other:	<input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> range hood – not in working order <input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna
exclusions	<b>2 LEVEL DUCTED AIR CONDITIONER</b>			
purchaser	<b>SPLIT SYSTEM AIR CONDITIONER SYSTEM IN GARAGE</b>			
purchaser's <input type="checkbox"/> solicitor <input type="checkbox"/> conveyancer	phone fax ref			
price	\$			
deposit	\$			
balance	\$	(10% of the price, unless otherwise stated)		
contract date		(if not stated, the date this contract was made)		

## Vendor -

Gregory John Lockhart as Attorney for  
 Jeffrey Steven Lockhart pursuant to  
 Power of Attorney Book 4771 No 94

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

witness

**purchaser**

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

**Choices**Vendor agrees to accept a **deposit bond** (clause 3)☒ NO☐ yes**Nominated Electronic Lodgement Network (ELN)** (clause 30)**Electronic transaction** (clause 30)☐ no☒ YES

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

Parties agree that the deposit be invested (clause 2.9)

☒ NO☐ yes**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

☒ NO☐ yes

GST: Taxable supply

☒ NO☐ yes in full☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO☐ yes

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

☐

not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

☒

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐

GST-free because the sale is the supply of a going concern under section 38-325

☐

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☒

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW* payment:  
(residential withholding payment)☒ NO☐ yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *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><b>General</b></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 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><b>Home Building Act 1989</b></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><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 27 certificate of compliance</p> <p><input checked="" type="checkbox"/> 28 evidence of registration</p> <p><input type="checkbox"/> 29 relevant occupation certificate</p> <p><input checked="" type="checkbox"/> 30 certificate of non-compliance</p> <p><input checked="" type="checkbox"/> 31 detailed reasons of non-compliance</p>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 32 property certificate for strata common property</p> <p><input type="checkbox"/> 33 plan creating strata common property</p> <p><input 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><b>Other</b></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**

**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 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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



## 7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by serving it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
  - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a requisition;
  - 8.1.2 the vendor serves a notice of intention to *rescind* that specifies the requisition and those grounds; and
  - 8.1.3 the purchaser does not serve a notice waiving the requisition *within* 14 days after that service.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by serving a notice. After the termination –
  - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a party can claim for a reasonable adjustment.

## 9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by serving a notice. After the termination the vendor can –

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or requisition or *rescind* or *terminate* in respect of –
  - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the property being a joint service or passing through another property, or any service for another property passing through the property ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the property being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the property due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the property or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a party serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance payable*;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 Normally, the parties must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 Normally, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 Normally, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the parties or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the parties or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a party a right to *rescind*, the party can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 Normally, if a party exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a party can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a party can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a party will not otherwise be liable to pay the other party any damages, costs or expenses.

**20 Miscellaneous**

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

**23 Strata or community title****• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
  - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

**25 Qualified title, limited title and old system title**

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



- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
- 27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and



- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
  - every *party* who has the benefit of the provision serving notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party*'s own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, mortgagee details; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
  - 30.8.2 populate the *Electronic Workspace* with mortgagee details, if applicable; and
  - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
  - 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
  - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
  - 30.10.2 all certifications required by the *ECNL* are properly given; and
  - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
  - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
  - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
  - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
  - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
  - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
  - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
  - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
  - ECNL* the Electronic Conveyancing National Law (NSW);
  - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
  - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
  - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties'* *Conveyancing Transaction*;

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

### 31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.

31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –

- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

## CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

*Bidders Record* means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commenced.
  - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential or rural land:
  - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
  - (c) Immediately before making the vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
  - (a) More than one vendor bid may be made to purchase the interest of a co-owner.
  - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
  - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
  - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
- (3) The following condition, in addition to those prescribed by subclause (a), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

- (a) If that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
- (b) If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

Unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

## **SPECIAL CONDITIONS**

### **1. PURCHASER SATISFIED**

The Purchasers acknowledge that they have inspected the property and have satisfied themselves as to the condition and state of repair thereof and as to the existence and situation of all water, sewerage, drainage, plumbing servicing the property and will make no objection, requisition or claim for compensation in respect thereof and will take the same on completion with all defects latent and patent, if any.

### **2. DEATH, MENTAL ILLNESS**

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included herein, should either party (or any one or more of them) prior to completion:

- (a) die or become mentally ill then that party may rescind this contract by notice in writing forwarded to the Solicitor acting on behalf of the other party (or if no such Solicitors are named then by notice forwarded to the other party at his address as hereinbefore stated) and thereupon this contract shall be at an end and the provisions of Clause 19 hereof shall apply: or
- (b) enter into any scheme or make assignment for the benefit of creditors, or being a Company resolve to go into liquidation or have a petition for the winding up of either party presented or enter into any scheme of arrangement with its creditors under the Corporations Act or should any Liquidator, Receiver or Official Manager be appointed in respect of either party thereupon this contract shall be at an end and the provisions of Clause 19 hereof shall apply.

### **3. WARRANTY AS TO AGENT**

The Purchasers warrant that they were not introduced to the property or to the Vendor by any agent or other person entitled to claim remuneration or commission other than the agent named in this agreement and the Purchasers hereby indemnifies the Vendor in respect of any such claim for remuneration or commission and in respect of all costs, fees and other expenses incidental to any such claim for remuneration or commission other than by the agent named in this contract or arising out of a sole agency agreement to which the Vendor is a party.

#### 4. **NOTICE TO COMPLETE**

- 4.1 Any Notice to Complete validly given by one party hereto to the other shall not be sufficient as to time unless a period of at least fourteen (14) days from the receipt of the Notice is allowed for completion. Notwithstanding any other provisions herein contained if any such Notice is served by registered mail the date of receipt of the Notice shall be deemed to be forty-eight (48) hours after the date of posting.
- 4.2 the purchaser agrees to pay as an adjustment on settlement the sum of \$220 to cover legal fees to issue said Notice to Complete and reschedule settlement.

#### 5. **INTEREST**

If completion does not take place by the date for completion date specified herein:

- 5.1 the Purchasers must pay interest on the unpaid balance of the price at the rate of 10% per annum calculated daily from and including the date for completion to but excluding the actual completion date;
- 5.2 the interest must be paid on completion;
- 5.3 the Vendor is not obliged to complete unless that interest and associated fee noted in 5.3 and 4.2 is paid;
- 5.4 interest payment pursuant to this clause is a genuine pre-estimate of the Vendor's loss as a result of the Purchasers failure to complete in accordance with this contract;
- 5.5 the right to interest does not limit any other rights the Vendor may have as a result of the Purchasers failure to complete in accordance with this contract; and
- 5.6 the Purchasers need not pay interest under this clause for any period that the Purchasers failure to complete is caused solely by the vendor.

It is agreed that the damages referred to are a genuine pre-estimate of costs and expenses incurred due to the delay.

#### 6. **CONDITION OF INCLUSIONS**

The inclusions referred to in the description of the property in this contract are sold in their present state of repair and condition subject to reasonable wear and tear until completion. The Vendor is not responsible for any breakdown, failure, fault or defect occurring to any of the inclusions after

the date of this Contract. Title in those items passes to the purchaser on and by virtue of completion but not prior to completion.

## 8. **AMENDMENTS TO CONTRACT**

The printed pages of this contract are amended as follows:

- (i) Clause 5.2 is deleted;
- (ii) Clause 7.1.1 "5%" is replaced with "0.1%";
- (iii) Clause 7.1.3 the number "14" is replaced with "7";
- (iv) Clause 8.1.1 The words "on reasonable grounds" are deleted;
- (v) Clause 8.1.2 The words "and those grounds" are deleted;
- (vi) Clause 16.7 The words "by cash (up to \$2,000) or" are deleted;
- (vii) Clause 16.8 is deleted;
- (viii) Clause 16.12 The words "if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee";
- (ix) Clause 16.13 after the word "agency" the words ", Solicitor fees" are inserted;
- (x) Clause 18.4 before the word "enters" the words "or their agent" are inserted;
- (xi) Clause 23.13 the word "vendor" is replaced with "purchaser";
- (xii) Clause 23.14 is deleted;
- (xiii) Clause 30.5 the number "7" is replaced with "14";
- (xiv) Clause 31.2.1 add after the number 5 the word "business".

## 9. **CHRISTMAS SHUTDOWN PERIOD**

- (a) If the date for completion falls within the period commencing 21 December 2020 and ending 8 January 2021 ("Christmas Shutdown Period"), the date for completion is hereby extended to the next business day after the Christmas Shutdown Period ("The New Completion Date").
- (b) Any notices served during the Christmas shutdown period will not commence until the next business day after the Christmas Shutdown Period.
- (c) If a Notice to Complete has been served prior to the Christmas Shutdown Period which appoints a date which falls within the Christmas Shutdown Period, then that date is hereby extended to the New Completion Date.
- (d) If interest is payable by the Purchaser pursuant to Special Condition 5, no interest will be payable for the delay during the Christmas Shutdown Period.



## 10. **SWIMMING POOL**

If the improvements to the property include a swimming pool the purchaser acknowledges and agrees that:

- (a) the purchaser accepts the swimming pool, its surrounds and fencing (if any) in its present state of repair and condition;
- (b) the vendor makes no representation or warranty as to whether or not the swimming pool, its surrounds and fencing (if any) comply with the requirements of the Swimming Pools Act, 1992 or the requirements of Council or any other authority;
- (c) The vendor discloses and the purchaser acknowledges the following documents annexed to this contract:
  - (i) Certificate of Registration issued under Section 30C of the Swimming Pools Act 1992 dated 16 October 2013.
  - (ii) Written Notice/Report of Non-Compliance completed by Western Sydney Pool Fence Inspections and dated 5 November 2020.
- (d) if Council or any authority issues any notice or an order is made pursuant to Section 23 of the Swimming Pools Act 1992 requiring any work to be done to or in connection with the swimming pool, its surrounds and fencing (if any) then the purchaser must at its own cost carry out all work necessary to be done.
- (e) The purchaser cannot make a claim or requisition or rescind or terminate or cause delay in relation to or by reason of the matters referred to in this clause or the documents referred to in this clause.

## 11. **REFUSE**

11.1 In this clause "Refuse" includes but is not limited to:

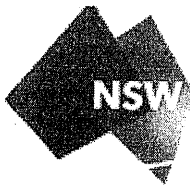
- (a) debris,
- (b) personal effects,
- (c) rubbish,
- (d) bricks,
- (e) tiles,
- (f) unwanted items,
- (g) timber,
- (h) building materials,
- (i) box trailer,
- (j) boat trailer,
- (k) the garden shed,
- (l) motor vehicle parts,
- (m) motor vehicle chassis,

- (n) motor vehicle body
- (o) chattels
- (p) furnishings
- (p) or any item whatsoever that is remaining on the property at the time of completion.

- 11.2 The vendor is not required to remove any Refuse, furnishings or chattels from either on the property or in the home on and from the completion date. The purchaser agrees that the vendor will have given vacant possession of the property even if Refuse, furnishings or chattels are located in the property on and from the completion date.
- 11.3 The purchaser cannot make a claim or requisition or rescind or terminate or cause delay in relation to or by reason of the matters referred to in this clause.

12. **ADDITIONAL AND INCORRECT CALCULATIONS**

The Parties agree that if, on completion any apportionment of payment due to be made under the Contract is overlooked, or incorrectly calculated, they will forthwith upon being requested to do so by the other party, make a correct calculation and pay such amount to the other party as is required by that correct calculation to be payable. This clause shall not merge on completion.



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 7248/869837

SEARCH DATE	TIME	EDITION NO	DATE
17/9/2020	2:51 PM	7	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LOT 7248 IN DEPOSITED PLAN 869837  
AT GLENMORE PARK  
LOCAL GOVERNMENT AREA PENRITH  
PARISH OF MULGOA COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP869837

FIRST SCHEDULE

JEFFREY STEVEN LOCKHART  
MAY MANIAGO LOCKHART  
AS JOINT TENANTS

(CN AE475463)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 DP869837 RESTRICTION(S) ON THE USE OF LAND
- 2 3204357 RESTRICTION(S) ON THE USE OF LAND
- 3 AE475464 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

200775

PRINTED ON 17/9/2020

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



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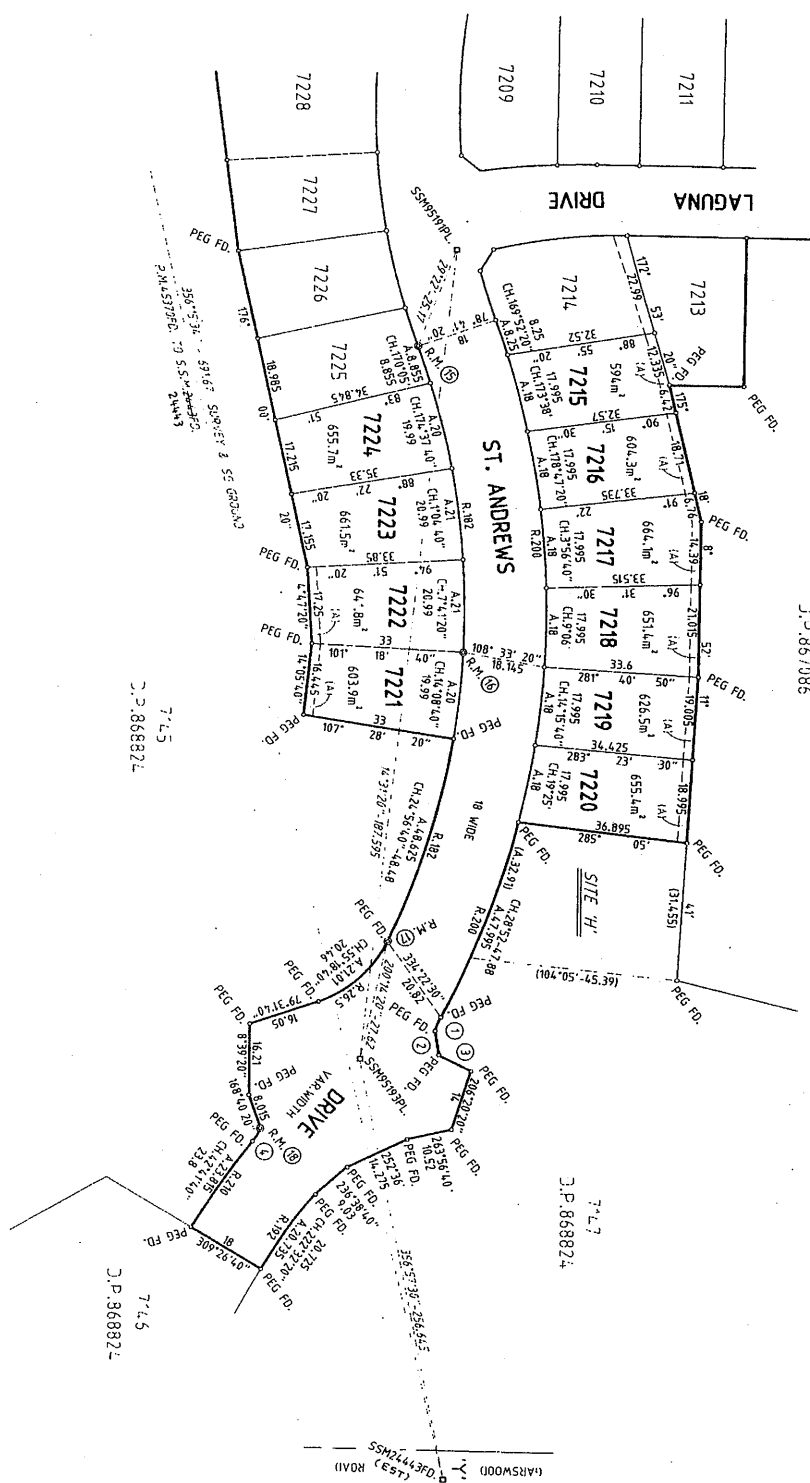
SEE SHEET 1

SURVEY PRACTICE REGULATION 1990 (CLAUSE 3(12))				
MARK	I.S.G. CO-ORDINATES	ZONE	ACC.	
P.M.45370	271149.366	1259350.307	561	2
S.S.42443	271104.746	1250050.458	561	2
P.M.4537	271197.396	1259531.91	561	2
SOURCE - I.S.G. CO-ORDINATES ADOPTED FROM NSW LRS / REF: 200775				
COMBINED SCALE FACTOR - 0.99994				

SCHEDULE OF R.H.O. & W. P.L.			
No.	BEARING	DISTANCE	
15	78°17'20"	3.44 & 12.515	
16	108°33'20"	3.43 & 12.515	
7	154°22'30"	3.955 & 14.52	
8	130°03'	3.425 & 13.5	

SCHEDULE OF SHORT AND CURVED BOUNDARIES			
No.	BEARING	DIST.	ARC / RADIUS
2	179°50'20"	2.69	
3	318°15'	5.92	
4	39°52'	3.495	3.5

(A) - EASEMENT TO DRAIN WATER 2 WIDE.



7262  
J.P. 867086

7°4.7  
J.P. 868824

7°4.5  
J.P. 868824

**DP 869837**  
Registered: 24.7.1997  
This is sheet 2 of my plan No. 2  
dated 15 MAY 1997  
Surveyor registered under Surveyors Act 1993  
For use where there is a reference to any plan or map  
Form 2

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
 CREATED, OR RELEASED AND OF PROFITS A PRENDRE, RESTRICTION ON  
 THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 1 of 9 Sheets

**DP 869837**

Subdivision of Lot 7144 DP 868824  
 and Easements within Lot 7145  
 DP 868824  
 Covered by Council's Certificate  
 No. 86/97

FULL NAME AND ADDRESS OF  
 PROPRIETOR OF THE LAND

New South Wales Land and Housing  
 Corporation  
 Level 8, 23-31 Moore Street  
 Liverpool. NSW 2170

**PART 1**

1. Identity of easement, profit a  
 prendre, restriction, or positive covenant  
 to be created and firstly referred to in  
 the abovementioned plan

Easement to drain water 2 wide

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

7202	7201
7203	7201,7202
7204	7201,7202,7203
7205	7201,7202,7203,7204
7206	7201,7202,7203,7204,7205
7207	7201,7202,7203,7204,7205,7206
7208	7201,7202,7203,7204,7205,7206,7207
7212	7201,7202,7203,7204,7205,7206,7207,7208,
7220	Site "H" - 7147 D.P.868824
7219	Site "H" - 7147 D.P.868824,7220
7218	Site "H" - 7147 D.P.868824,7220,7219
7217	Site "H" - 7147 D.P.868824,7220,7219,7218
7216	Site "H" - 7147 D.P.868824,7220,7219,7218,7217
7215	Site "H" - 7147 D.P.868824,7220,7219,7218,7217,7216
7222	7223
7221	7223,7222
7235	7236
7234	7236,7235
7233	7236,7235,7234, Site "G"- 7145 D.P.868824
7232	7236,7235,7234,7233, Site "G"- 7145 D.P.868824
7227	7236,7235,7234,7233,7232, Site "G"- 7145 D.P.868824
7230	7231
7241	7242
7240	7242,7241

*W. H. H. H.*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED, OR RELEASED AND OF PROFITS A PRENDRE, RESTRICTION ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 2 of 9 Sheets

**DP 869837**

Subdivision of Lot 7144 DP 868824  
and Easements within Lot 7145  
DP 868824  
Covered by Council's Certificate  
No. 86/97

7239	7242,7241,7240
7238	7242,7241,7240,7239
7237	7242,7241,7240,7239,7238
7244	7243
7246	7243,7244
7247	7243,7244
7251	7250
7252	7250,7251
7254	7250,7251,7252
7255	7250,7251,7252

2. Identity of easement, profit a  
prendre, restriction, or positive covenant  
to be created and secondly referred to in  
the abovementioned plan

Easement to drain water 2.5 wide

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

7211

7201,7202,7203,7204,7205,7206,7207,7208

3. Identity of easement, profit a  
prendre, restriction, or positive covenant  
to be created and thirdly referred to in  
the abovementioned plan

Easement to drain water variable width

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

7214

Site "H"- 7147 DP 868824,7220,7219,7218,7217,7216,7215

*R. G. G. G.*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED, OR RELEASED AND OF PROFITS A PRENDRE, RESTRICTION ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 3 of 9 Sheets

**DP 869837**

Subdivision of Lot 7144 DP 868824  
and Easements within Lot 7145  
DP 868824  
Covered by Council's Certificate  
No. ~~86~~/97

4. Identity of easement, profit a  
prendre, restriction, or positive covenant  
to be created and fourthly referred to in  
the abovementioned plan

Easement for Padmounted Substation  
2.75 wide

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

7145 D.P.868824

Integral Energy Australia

5. Identity of easement, profit a  
prendre, restriction, or positive covenant  
to be created and fifthly referred to in  
the abovementioned plan

Easement for Underground Cables 1  
wide

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

7145 D.P.868824

Integral Energy Australia

6. Identity of easement, profit a  
prendre, restriction, or positive covenant  
to be created and sixthly referred to in  
the abovementioned plan

Right of Carriageway 4.5 wide

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

7251  
7257

7250, 7257  
7250, 7251

*RLD*



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED, OR RELEASED AND OF PROFITS A PRENDRE, RESTRICTION ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 4 of 9 Sheets

**DP 869837**

Subdivision of Lot 7144 DP 868824  
and Easements within Lot 7145  
DP 868824  
Covered by Council's Certificate  
No. 86/97

7. Identity of easement, profit a  
prendre, restriction, or positive covenant  
to be created and seventhly referred to in  
the abovementioned plan

Restriction on the Use of Land

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

7201,7242, 7250,7251,7257

Penrith City Council

8. Identity of easement, profit a  
prendre, restriction, or positive covenant  
to be created and eighthly referred to in  
the abovementioned plan

Restriction on the Use of Land

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

7201,7242,7257

Penrith City Council

9. Identity of easement, profit a  
prendre, restriction, or positive covenant  
to be created and ninthly referred to in  
the abovementioned plan

Restriction on the Use of Land

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

7201-7257 incl.

Penrith City Council

*Handwritten signature*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED, OR RELEASED AND OF PROFITS A PRENDRE, RESTRICTION ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

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Sheet 5 of 9 Sheets

**DP 869837**

Subdivision of Lot 7144 D.P 868824  
and Easements within Lot 7145  
DP 868824  
Covered by Council's Certificate  
No. ~~86/01~~

**PART 2**

**TERMS OF EASEMENT FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:**

1. Full right leave liberty and licence for the Authority Benefited to erect a padmounted substation on the land burdened by this easement for the purpose of transmission of electricity and incidental purposes together with the following rights:
  - (a) to enter, pass, and repass on the land burdened (with or without vehicles) at all reasonable times (and at any time in the event of an emergency) to gain access to the easement and to remain there for any reasonable time with or without workmen materials or machinery,
  - (b) to cut, trim, remove, and lop trees, branches, roots, and other foliage which encroach on the easement or prevent reasonable access to the easement or the padmounted substation,
  - (c) to remove any other obstructions of any kind which encroach on the easement or prevent reasonable access to the easement or the padmounted substation, and
  - (d) to excavate the land burdened for the purposes of this easement.
2. In exercising its rights under this easement the Authority Benefited will take all reasonable precautions to ensure as little disturbance as possible to the surface of the land burdened and will restore that surface as nearly as practicable to its original condition.
3. The Owner of the land burdened covenants with the Authority Benefited that the Owner:
  - (a) will not erect or permit to be erected any structure on the land burdened,
  - (b) will not alter the surface level of the land burdened or carry out any form of construction affecting its surface, undersurface or subsoil, and
  - (c) will not do or permit anything to be done whereby access by the Authority Benefited is restricted,without the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.

*Alshah*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED, OR RELEASED AND OF PROFITS A PRENDRE, RESTRICTION ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

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Sheet 6 of 9 Sheets

**DP 869837**

Subdivision of Lot 7144 D.P 868824  
and Easements within Lot 7145  
DP 868824  
Covered by Council's Certificate  
No. 86197

4. *Authority Benefited* means Integral Energy Australia and its successors, employees, agents, contractors, and persons authorised by it

*Owner* means the registered proprietor of the land burdened (including those claiming under or through the Owner)

*Padmounted substation* means a padmounted electricity substation together with any underground or overhead electricity cables and any ancillary electrical equipment

*Erect* includes construct, repair, replace, maintain, modify, use, and remove.

**TERMS OF EASEMENT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:**

1. Full right leave liberty and licence for the Authority Benefited to erect electricity equipment under the land burdened by this easement for the purpose of transmission of electricity and incidental purposes and to cause or permit electricity to be transmitted through the electricity equipment together with the following rights:
  - (a) to enter, pass, and repass on the land burdened (with or without vehicles) at all reasonable times (and at any time in the event of an emergency) to gain access to the easement and to remain there for any reasonable time with or without workmen materials or machinery,
  - (b) to cut, trim, remove, and lop trees, branches, roots, and other vegetation which encroach on the easement or prevent reasonable access to the easement or the electricity equipment.
  - (c) to remove any other obstructions of any kind which encroach on the easement or prevent reasonable access to the easement or the electricity equipment, and
  - (d) to excavate the land burdened for the purposes of this easement.
2. In exercising its rights under this easement the Authority Benefited will take all reasonable precautions to ensure as little disturbance as possible to the surface of the land burdened and will restore that surface as nearly as practicable to its original condition.

*McDonald*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED, OR RELEASED AND OF PROFITS A PRENDRE, RESTRICTION ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 7 of 9 Sheets

PLAN: D.P. 869837

Subdivision of Lot 7144 D.P.868824  
and Easements within Lot 7145  
DP 868824  
Covered by Council's Certificate  
No. 86191

3. The Owner of the land burdened covenants with the Authority Benefited that the Owner:
- (a) will not erect or permit to be erected any structure on the land burdened,
  - (b) will not alter the surface level of the land burdened or carry out any form of construction affecting its surface, undersurface or subsoil, and
  - (c) will not do or permit anything to be done whereby access by the Authority Benefited is restricted,

without the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.

4. *Authority Benefited* means Integral Energy Australia and its successors, employees, agents, contractors, and persons authorised by it

*Owner* means the registered proprietor of the land burdened (including those claiming under or through the Owner)

*Electricity equipment* means underground electricity cables, ducts and ancillary electrical equipment.

*Erect* includes construct, repair, replace, maintain, modify, use, and remove.

**TERMS OF RESTRICTION ON THE USE OF LAND SEVENTHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN:**

No vehicular access is permitted to or from Glenmore Parkway by the burdened allotments.

**TERMS OF RESTRICTION ON THE USE OF LAND EIGHTHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN:**

No alteration, addition, modification, changes, resurfacing, painting, replacement, removal or demolition of the masonry fence erected along the common boundary of the burdened allotment with Glenmore Parkway shall be undertaken without the approval of Penrith City Council.

*K. H. H. H.*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED, OR RELEASED AND OF PROFITS A PRENDRE, RESTRICTION ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 8 of 9 Sheets

PLAN: D.P.869837

Subdivision of Lot 7144 D.P.868824  
and Easements within Lot 7145  
DP 868824  
Covered by Council's Certificate  
No.

TERMS OF RESTRICTION ON THE USE OF LAND NINETHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN

No fence shall be permitted to be erected along any road frontage or along the side boundaries of any allotment in front of the building alignment without the approval of Penrith City Council.

NAME OF PERSONS EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS  
TO DRAIN WATER FIRSTLY, SECONDLY, AND THIRDLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN:

The registered proprietors for the time being of the benefited lots.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE  
EASEMENTS FOURTHLY AND FIFTHLY REFERRED TO IN THE ABOVEMENTIONED  
PLAN:

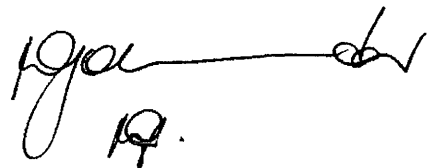
Integral Energy Australia

NAME OF PERSONS EMPOWERED TO RELEASE VARY OR MODIFY THE RIGHT OF  
CARRIAGEWAY SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

The Registered Proprietors for the time being of the benefited lots.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE  
RESTRICTIONS ON THE USE OF LAND SEVENTHLY, EIGHTHLY AND NINETHLY  
REFERRED TO IN THE ABOVEMENTIONED PLAN:

Penrith City Council

Handwritten signature and initials, possibly 'H. J. A.' and 'P.A.', in black ink.

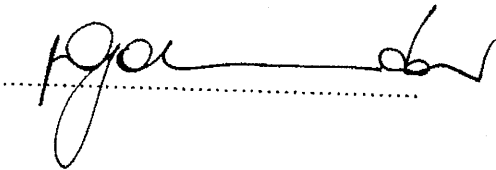
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED, OR RELEASED AND OF PROFITS A PRENDRE, RESTRICTION ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 9 of 9 Sheets

PLAN: D.P. 869837

Subdivision of Lot 7144 D.P.868824  
and Easements within Lot 7145  
DP 868824  
Covered by Council's Certificate  
No. 86/97

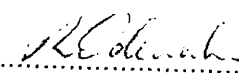
SIGNED by me DAVID JOHNSTON.  
as delegate of the New South Wales Land  
and Housing Corporation and I HEREBY  
CERTIFY that I have no notice of  
revocation of such delegation



New South Wales Land and Housing Corporation by its  
delegate

SPLT7144.88



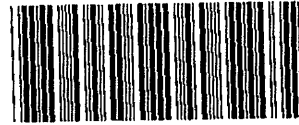
  
General Manager, Penrith City Council  
Authorised to sign

97-11R



# REQUEST

Real Property Act 1900



3204357 S

(A) STAMP DUTY  
If applicable.

Office of State Revenue use only

RELODGED

10 JUL 1997

(B) TITLE  
Show no more than 20.  
LAND TITLES OFFICE

PT. LOT 7144 D.P. 868824  
~~AND EASEMENTS WITHIN~~  
~~LOT 7145 D.P. 868824~~  
FOLIO IDENTIFIERS  
PT 7144/868824 ~~6-7145/868824~~  
BEING ~~LOTS 7201/-7257~~ (INCLUSIVE) DP 869837.

(C) REGISTERED DEALING  
If applicable.

(D) LODGED BY

L.T.O. Box	Name, Address or DX and Telephone	Dealing Code
416Q	REFERENCE (max 15 characters): 960144	

(E) APPLICANT

NEW SOUTH WALES LAND AND HOUSING CORPORATION  
LEVEL 8, 23-31 MOORE STREET, LIVERPOOL. NSW 2170

(F) REQUEST

NOTE THE RESTRICTION ON THE USE OF LAND ON THE  
ABOVEMENTIONED CERTIFICATES OF TITLE (LOTS 7201-7257 incl.)

REFER ANNEXURE 1 ATTACHED - RECITAL OF RESTRICTION  
ON THE USE OF LAND.

CHECKED BY (office use only)

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ANNEXURE 1

STAGE 7C

TERMS OF RESTRICTION ON THE USE OF LAND

- a) No building or buildings shall be erected or permitted to remain on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibrous cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 65% of the total area of the external walls. Timber and/or fibrous cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 35% of the total area of the external walls except in the case of a two storey building where the proportion shall not exceed 50% of the total area of the external walls.
- b) No garage or outbuilding shall be erected or permitted to remain on each lot burdened except until after or concurrently with the erection of any main building thereon.
- c) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchasers or its assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser its executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.
- d) No fence other than a fence constructed of lapped capped timber or powder coated metal (**of a mist green or rivergum colour**) to a minimum height of 1.8 metres shall be permitted to be erected on each lot burdened.
- e) On lots 7209,7212,7214,7230,7236,7243,7245,7247,7249,7250,7253,7255,7257 having two street frontages, no nominated side fence to a road shall be permitted to be erected other than a fence constructed of lapped and capped timber to a minimum height of 1.8 metres.
- f) No main building shall be erected or permitted to remain on any lot burdened having an area greater than seven hundred square metres (700m<sup>2</sup>) unless such main building has a minimum floor area greater than one hundred and sixty square metres (160m<sup>2</sup>) measured to the external walls excluding any carport, garage, patio or verandah.
- g) No main building shall be erected or permitted to remain on any lot burdened having an area equal to or less than seven hundred square metres (700m<sup>2</sup>) unless such main building has a minimum floor area greater than one hundred and forty square metres (140m<sup>2</sup>) measured to the external walls excluding any carport, garage, patio or verandah.

PR



- h) No building shall be erected on any lot burdened or any part thereof unless plans, elevations and a schedule of external materials and colours sufficient to fully outline, detail and particularise the building, or structure have received the prior written approval of the New South Wales Land and Housing Corporation or its successors, nominees or assigns.
- i) No dual occupancies shall be erected on any lot burdened without prior consent of the New South Wales Land and Housing Corporation or its successors nominees or assigns.
- j) No satellite dish or other electronic signal receiving device other than a free to air TV antenna shall be erected on any lot hereby burdened unless and until plans and specifications for such satellite dish or electronic signal receiving device has been submitted to the New South Wales Land and Housing Corporation or its successors, nominees or assigns and such party has given its written consent to the construction of such satellite dish or electronic signal receiving device.
- k) The terms of all of the restrictions hereby created shall expire and be of no further force and effect from the date expiring seven years after the date of registration of the deposited plan pursuant to which these restrictions are created.
- l) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- m) The body empowered to release vary or modify these restrictions is The New South Wales Land and Housing Corporation or its successors, nominees or assigns for such period as it is the Registered Proprietor of any affected lot or for the period of seven (7) years from the date of registration of the deposited plan pursuant to which these restrictions are created whichever is the latter.

(G)

STANDARD EXECUTION

3

204357

Certified correct for the purposes of the Real Property Act 1900.

Signed in my presence by the Applicant who is personally known to me.

DATE 1 May 1997

*John Fallon*

Signature of Witness

JOHN FALLON

Name of Witness (BLOCK LETTERS)

8 DEVANEY AVE, GLENMOKE PARK

Address of Witness

*[Signature]*

Signature of Applicant

SIGNED by me DAVID JOHNSTON as Delegate of the New South Wales Land and Housing Corporation and I hereby certify that I have no notice of the revocation of such delegation

EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at .....  
in the State of ..... on ..... 19 ..... in the presence of

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and Qualification of Witness

Signature of Applicant

97-11R



# REQUEST

Real Property Act 1900

R11

3204357 A

(A) STAMP DUTY  
If applicable.

Office of State Revenue use only

RELODGED

10.05  
10 JUL 1997

(B) TITLE  
Show no more than 20.  
LAND TITLES OFFICE

PT LOT 7144 D.P. 868824  
~~AND EASEMENTS WITHIN~~  
~~LOT 7145 D.P. 868824~~  
FOLIO IDENTIFIERS

7201-7220/869837

PT 7144/868824 ~~6-7145/868824~~  
BEING

LOTS 7201/-7257 (INCLUSIVE) DP 869837

(C) REGISTERED DEALING  
If applicable.

(D) LODGED BY

L.T.O. Box

Name, Address or DX and Telephone

Dealing Code

416Q

ON RU

REFERENCE (max 15 characters): 960144

(E) APPLICANT

NEW SOUTH WALES LAND AND HOUSING CORPORATION  
LEVEL 8, 23-31 MOORE STREET, LIVERPOOL. NSW 2170

(F) REQUEST

NOTE THE RESTRICTION ON THE USE OF LAND ON THE  
ABOVEMENTIONED CERTIFICATES OF TITLE (LOTS 7201-7257 incl.)

REFER ANNEXURE 1 ATTACHED - RECITAL OF RESTRICTION  
ON THE USE OF LAND.

7208/869837 CT 491A

7201-7207/869837  
7209-7220/869837 } CT 416Q

CHECKED BY (office use only)

97-11R



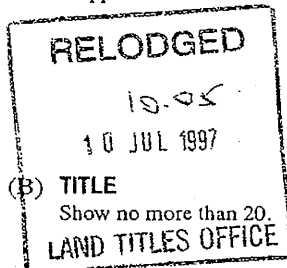
# REQUEST

Real Property Act 1900

2111

3204357 B

(A) STAMP DUTY  
If applicable.



(B) TITLE  
Show no more than 20.  
LAND TITLES OFFICE

(C) REGISTERED DEALING  
If applicable.

(D) LODGED BY

A 3114  
E 82  
V- 8

Office of State F

PT. LOT 7144 D.P. 868824  
~~AND EASEMENTS WITHIN~~  
~~LOT 7145 D.P. 868824~~  
FOLIO IDENTIFIERS  
PT 7144/868824 ~~G 7145/868824~~  
BEING ~~LOTS 7201/-7257 (INCLUSIVE) DP 869837.~~

7221-7240/869837

L.T.O. Box Name, Address or DX and Telephone Dealing Code

416Q

REFERENCE (max 15 characters): 960144

ON RU

(E) APPLICANT

NEW SOUTH WALES LAND AND HOUSING CORPORATION  
LEVEL 8, 23-31 MOORE STREET, LIVERPOOL. NSW 2170

(F) REQUEST

NOTE THE RESTRICTION ON THE USE OF LAND ON THE  
ABOVEMENTIONED CERTIFICATES OF TITLE (LOTS 7201-7257 incl.)  
REFER ANNEXURE 1 ATTACHED - RECITAL OF RESTRICTION  
ON THE USE OF LAND.

7225/869837  
7231/869837  
7233-7234/869837  
7236/869837 } CT 491A

7221-7224/  
869837  
7226-7230/  
869837 } CT 416A

7232/869837  
7235/869837  
7237-7240/869837

CHECKED BY (office use only)

97-11R



# REQUEST

Real Property Act 1900

R.11

3204357 €

(A) STAMP DUTY  
If applicable.

Office of State Revenue use only

RELODGED

10 JUL 1997

(B) TITLE  
Show no more than 20.  
LAND TITLES OFFICE

PT. LOT 7144 D.P. 868824  
~~AND EASEMENTS WITHIN~~  
~~LOT 7145 D.P. 868824~~  
FOLIO IDENTIFIERS  
PT 7144/868824 ~~G 7145/868824~~  
BEING

7241-7257/869837

LOTS 7201/-7257 (INCLUSIVE) DP 869837.

(C) REGISTERED DEALING  
If applicable.

(D) LODGED BY

L.T.O. Box

Name, Address or DX and Telephone

Dealing Code

416Q

W RU

REFERENCE (max 15 characters): 960144

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7244/869837  
7249-7252/869837 } CT 491A  
7254/869837  
7257/869837

7241-7243/869837  
7245-7248/869837  
7253/869837  
7255-7256/869837 } CT 416Q

CHECKED BY (office use only)

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

Property No: 730490  
Your Reference: 200775-#72622873#  
Contact No.

Issue Date: 21 September 2020  
Certificate No: 20/04277

Issued to: Infotrack  
D X 578  
SYDNEY

PRECINCT 2010

**DESCRIPTION OF LAND**

**County:** CUMBERLAND

**Parish:** MULGOA

**Location:** 4 Turnberry Crescent GLENMORE PARK NSW 2745

**Land Description:** Lot 7248 DP 869837

**- 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**  
Environmental Planning and Assessment Act, 1979

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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) 2007.  
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:***

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

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

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

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

Draft State Environmental Planning Policy (Cumberland Plain Conservation) 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.

**2 ZONING AND LAND USE UNDER RELEVANT LEPs**

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

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

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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

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

#### **1. Objectives of zone**

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

#### **2 Permitted without consent**

Home occupations

#### **3 Permitted with consent**

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

#### **4 Prohibited**

Any development not specified in item 2 or 3

### **Additional information relating to Penrith Local Environmental Plan 2010**

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

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

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

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

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



**PLANNING CERTIFICATE UNDER SECTION 10.7**  
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**Note 6:** Under the terms of Clause 5.1 of Penrith Local Environmental Plan 2010 development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

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

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

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

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

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

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

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

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

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

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

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

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

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

**2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (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.)

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## **PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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### **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.)

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

#### ***HOUSING ALTERATIONS CODE***

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

#### ***GENERAL DEVELOPMENT CODE***

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

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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***COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE***

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

***SUBDIVISIONS CODE***

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

***DEMOLITION CODE***

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

***COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE***

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

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

***FIRE SAFETY CODE***

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

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

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

**4      *COASTAL PROTECTION***

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

**5      *MINE SUBSIDENCE***

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

**6      *ROAD WIDENING AND ROAD REALIGNMENT***

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

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

**PLANNING CERTIFICATE UNDER SECTION 10.7**

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**7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS**

**(a) Council Policies**

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

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

**(b) Other Public Authority Policies**

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

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

**7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

(1) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for 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. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

(2) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for any other purpose not referred to in (1) above. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

**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

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
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identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, Sydney Regional Environmental Plan No. 30 - St Marys, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park).

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

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies to all land in the City of Penrith LGA, with the exception of land within the Lambridge Estate, WELL Precinct and Penrith City Centre that are currently subject to other development contributions plans for non-residential development.

**9A BIODIVERSITY CERTIFIED LAND**

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

**10 BIODIVERSITY STEWARDSHIP SITES**

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

**10A NATIVE VEGETATION CLEARING SET ASIDES**

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

**11 BUSH FIRE PRONE LAND**

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

**12 PROPERTY VEGETATION PLANS**

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

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

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

**14 DIRECTIONS UNDER PART 3A**

(Information is provided in this section only if there is a direction by the Minister in force under section 75P(2)(c1) of the Act (repealed on 1st October 2011) that a provision of an environmental

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
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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.)

**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.)

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
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(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.

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.

**PLANNING CERTIFICATE UNDER SECTION 10.7**

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**Warwick Winn**  
General Manager

per



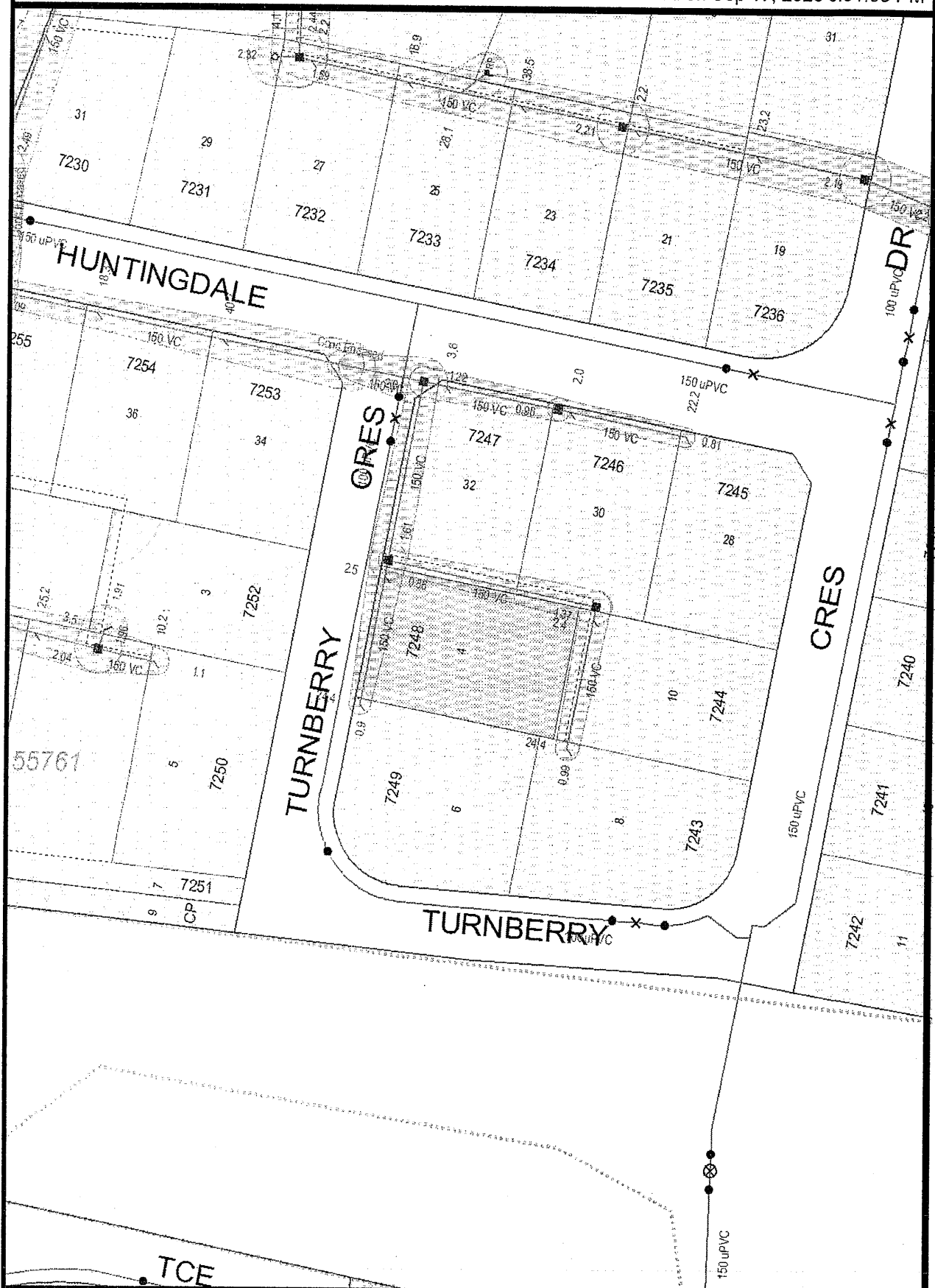
**Please note:**

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.





NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

## SEWERAGE SERVICE DIAGRAM

M.W.S. &amp; D.B.

MUNICIPALITY OF PENRITHSUBURB OF GLENMORE PARKCopy of  
Diagram No.3037930

INDICATES - DRAINAGE FITTINGS			
■	Manhole	☒ P	P. Trap
□	Chamber	■ R	Reflux Valve
●	Lampole	○	Cleaning Eye
⊗	Boundary Trap	○ Vert.	Vertical Pipe
⊕	Inspection Shaft	IP	Induct Pipe
■	Pit	MF	Mica Flap
■	Grease Interceptor	Jn	Junction
■	Gully	• RP	Rodding Point

## SYMBOLS AND ABBREVIATIONS

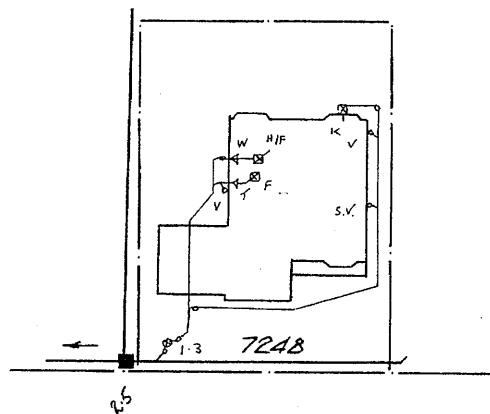


INDICATES - PLUMBING FIXTURES & OR FITTINGS			
CO	Clear Out	Bid	Bidet
O V	Vent Pipe	S	Shower
T	Tubs	DW	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink
INDICATES - PLUMBING ON MORE THAN ONE LEVEL			
O SV	Soil Vent Pipe	O WS	Waste Stack

## SEWER AVAILABLE

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

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



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

W.s. _____ Ur.s. _____ Sewer Ref. _____ Sheet No. _____	DRAINAGE Inspected by	Date of Issue	PLUMBING Inspected	YES	NO
	Inspector _____	_____	Inspector _____		
	Cert. Of Compliance No. _____	Outfall _____	Cert. Of Compliance No. _____		
	Field Diagram Examined by _____	Drainer _____	For Regional Manager _____		
	Tracing Checked by _____	Plumber _____			
		Boundary Trap is not required			

Connection Date: \_\_\_\_\_

Form 77 644 44 No. 1 (April 87) 52111441 Water Board's Printing Service

**NOTE:** This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



## **NSW SWIMMING POOL REGISTER**

### **Certificate of Registration**

#### **Section 30C - Swimming Pools Act 1992**

<b>Pool No:</b>	<b>cafb1f4b</b>
<b>Property Address:</b>	<b>4 TURNBERRY CRESCENT GLENMORE PARK</b>
<b>Date of Registration:</b>	<b>16 October 2013</b>
<b>Type of Pool:</b>	<b>An outdoor pool that is not portable or inflatable</b>
<b>Description of Pool:</b>	<b>in ground</b>

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

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

**Please remember:**

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

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

**This is NOT a Certificate of Compliance**



## NSW SWIMMING POOL REGISTER

### Certificate of Non-compliance

#### Clause 21 - Swimming Pools Regulation 2018

Pool no: cafb1f4b  
Property address: 4 TURNBERRY CRESCENT GLENMORE PARK  
Date of inspection: 04 November 2020  
Expiry date: 04 November 2021  
Issuing authority: Lawrence John Calvert - Accredited Certifier  
- bpb2704

Did not comply with AS1926.1 (2012).

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

The swimming pool poses a significant risk to public safety ☐

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

#### Non-compliance area/s:

Boundary fence	<input type="checkbox"/>	Doors	<input type="checkbox"/>
Fence height	<input type="checkbox"/>	Fence panels/gaps	<input checked="" type="checkbox"/>
Gate closure	<input checked="" type="checkbox"/>	Gate latch	<input type="checkbox"/>
Non-ancillary structure	<input type="checkbox"/>	Non-climbable zones	<input checked="" type="checkbox"/>
Signage	<input checked="" type="checkbox"/>	Window	<input type="checkbox"/>
Other (see text box below)	<input type="checkbox"/>		

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

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



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### **Written Notice/Report of Non Compliance**

A swimming pool inspection was conducted at the below premises, at the request of the pool owner as required by S 22C of the *Swimming Pools Act 1992* (The Act).

S22D of the Act requires the accredited certifier to issue a Certificate of Compliance where the swimming pool complies with the requirements of this Part.

Where a swimming pool does not comply, S22E of the Act requires the accredited certifier to issue a written notice to the owner of the swimming pool, providing reasons why the pool is non-compliant and recommendation to achieve compliance.

This swimming pool as per details below was found non-compliant. The following written notice provides detailed information of the non compliance issues and to which standards fail to comply and makes recommendations on how to rectify the non compliance issues.

#### **NOTICE INFORMATION**

Date of Notice	5/11/2020
Accredited Certifier Name	Lawrence Calvert
Accreditation number	BPB 2704

#### **CLIENT DETAILS**

Contact Person	Jeffrey Lockhart
Pool Owner	Jeffrey Lockhart
Telephone	0421 907 253
Mobile	
Email	jeff.lockhart@bigpond.com
Fax	
Preferred method of contact	Phone      Email <input checked="" type="checkbox"/> Mobile <input checked="" type="checkbox"/> Fax

#### **POOL INFORMATION**

Street address	4 Turnberry Crescent,
Suburb	Glenmore Park,
State	NSW      Postcode 2745
Lot and DP	Local Government area: Penrith

## STANDARDS

In NSW, pools that have commenced construction after 1 May 2013 are assessed against the Australian AS1926.1-2012.

However, pools that have started construction before the standard came into effect can be assessed by the standards that existed at the time the pool was built providing they are already compliant with that standard and have not had any significant repairs, replacement or alterations. Other conditions apply to determine the standard that will be used to assess the compliance of the pool barrier.

**As the pool fence is currently non compliant AS 1926.1-2012 apply.**

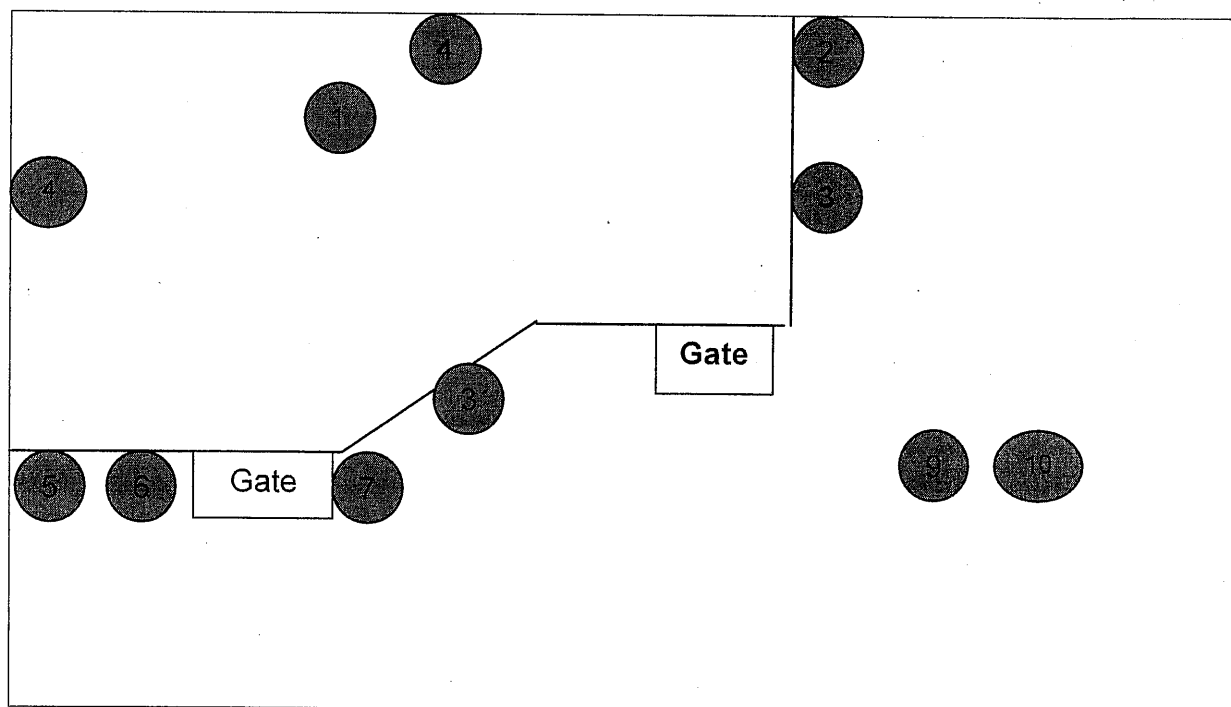
### POOL BARRIER INSPECTION

Date of inspection	4/11/2020
Time	4.20
Date pool commence construction	Unknown
Standard	AS 1926.1-2012
Result	Non-Compliant

### ISSUES OF NON-COMPLIANCE

The following list is a detailed account of the issues where the subject pool barrier was found NON-COMPLIANT and recommendations on how to achieve compliance.

#### Mud Map



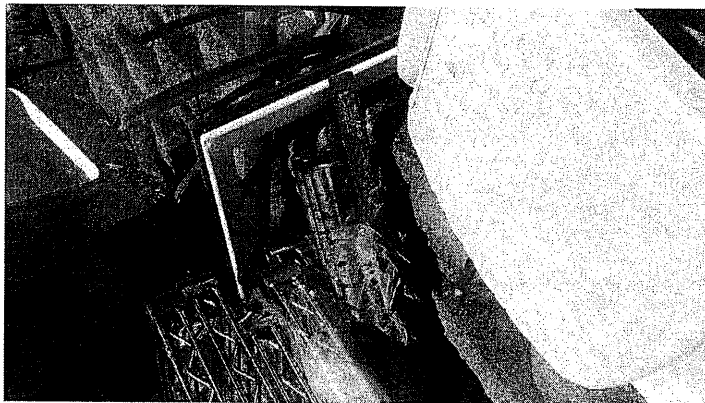
## Issue 1:



Standard: AS 1926.1-2012  
Compliant resuscitation sign should be installed.  
No compliant resuscitation was installed.

Recommendations: No compliant resuscitation was installed. Compliant resuscitation sign should be installed.

## Issue 2:



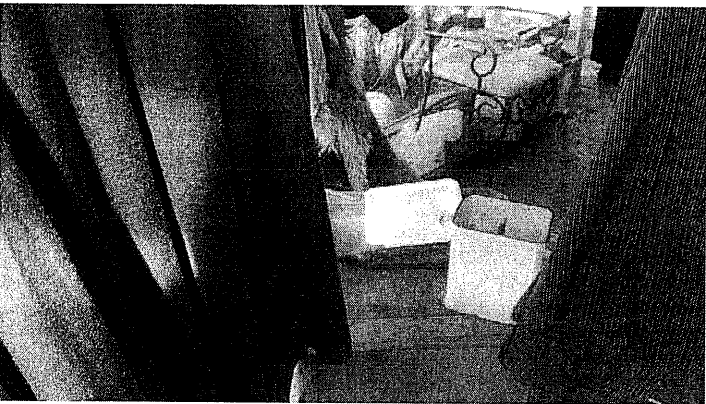
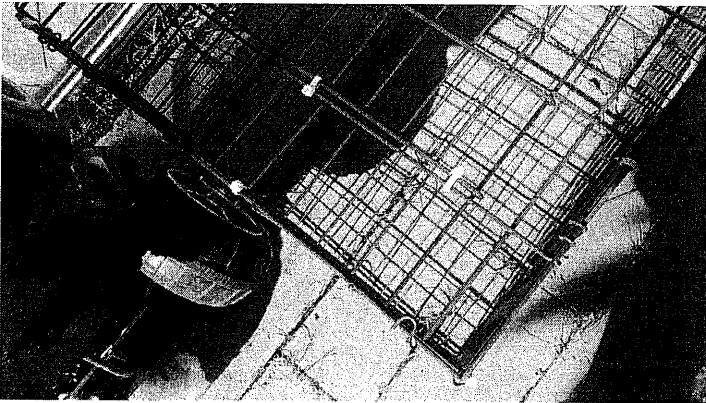
Standard: AS 1926.1 -2012  
2.3.6 Vertical components  
The clear opening between any vertical components shall not exceed 100mm at any point in a barrier.  
Gap greater than 100mm was noted in this area.

Recommendations: Gap greater than 100mm was noted in this area. Gap should be covered or filled.

**Issue 3:**



*Standard: As 1926.1 -2012*  
2.2.2 (b) NCZ 2 is required on all barriers less than 1800mm in height and is a quadrant on the outside of a barrier created by a 900mm radius down from the top of the barrier.  
A number of items encroach NCZ 2.



*Recommendations:* A number of items encroach NCZ 2. These items should be removed.



**Issue 4:**



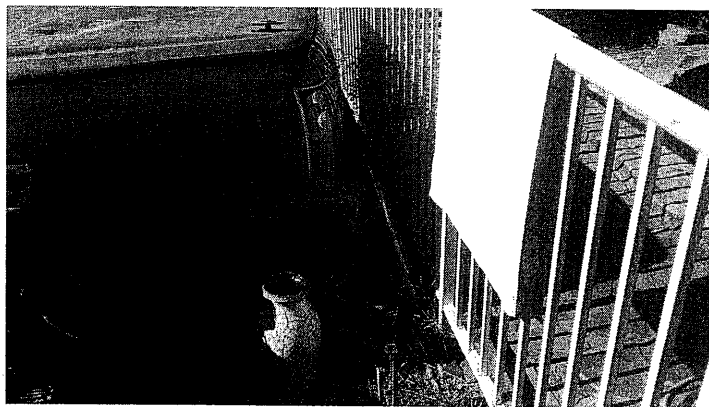
*Standard: As 1926.1 -2012*  
**2.2.4**

Where a boundary fence acts as a barrier to a pool, it shall have a height not less than 1800mm on the inside and NCZ 5 formed as a quadrant 900mm radius down from the top of the inside of the barrier.

The rails and lattice of the barrier encroach NCZ 5.

*Recommendations:* The rails and lattice of the barrier encroach NCZ 5. These areas of the barrier should be shielded.

**Issue 5:**



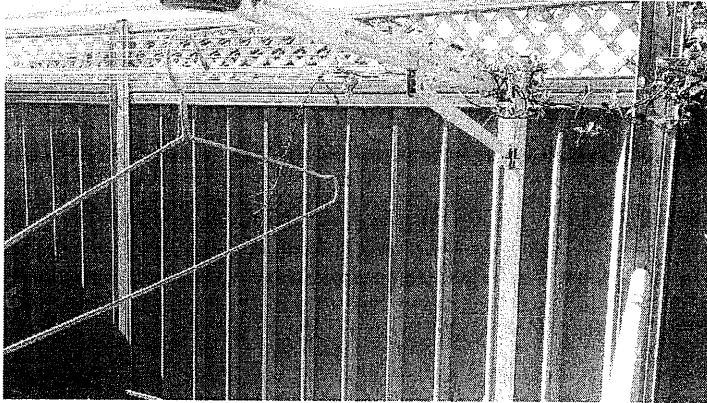
*Standard: As 1926.1 -2012*

**2.2.2 (b)** NCZ 2 is required on all barriers less than 1800mm in height and is a quadrant on the outside of a barrier created by a 900mm radius down from the top of the barrier.

The ute encroaches NCZ 2.

*Recommendations:* The ute encroaches NCZ 2. Ute should be removed.

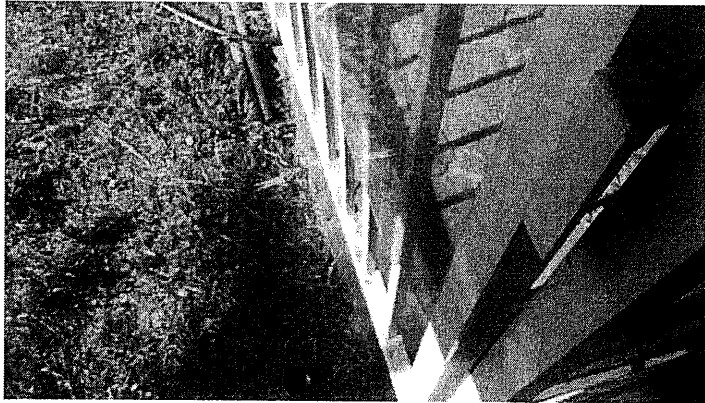
**Issue 6:**



*Standard: As 1926.1 -2012*  
2.2.2 (c) NCZ 3 is a quadrant on the outside of a barrier created by a 900mm radius up from the top of the barrier. The clothesline encroaches NCZ 3.

*Recommendations:* The clothesline encroaches NCZ 3. Clothesline should be removed.

**Issue 7:**



*Standard: As 1926.1 -2012*  
2.4.1.2 Gates shall be fitted with a self-closing device that will close the gate from any position, with a stationary start, without the application of a manual force and operate the latch. The self-closing device shall be capable of complying with these requirements with the gate at any position from fully open to resting on the latch. Gate does not operate correctly.

*Recommendations:* Gate does not operate correctly. Compliant hinges and latch should be installed and or adjusted.

**Important information:**

The matters identified during this inspection do not pose a significant risk to public safety.

Where an accredited certifier is of the opinion that the swimming pool poses a significant risk to public safety, a copy of this notice will be forwarded immediately to the local authority for the area in which the swimming pool is situated.

A pool owner is required under S 22E of the *Swimming Pool Act 1992* to make necessary arrangements to rectify the non compliance areas identified in this notice, and contact an Accredited Certifier within 6 weeks to arrange for a re-inspection. Where a Certificate of Compliance is not issued to the pool owner within that time, a copy of this notice must be forwarded to the local authority within 5 days after the end of the 6 week period.

Thank you for allowing us to assist you with your swimming pool safety inspection. Your 6 week re-inspection period expires by **17th December 2020**. If a Certificate of Compliance has not been issued within this period, an E1 Certifier must forward a copy of this Written Notice of Non Compliance onto Council within a further 5 business days.

Please do not hesitate to contact us should you have any questions or require further advice regarding this notice.

We look forward to assisting you to obtain your Certificate of Compliance.

Lawrence Calvert

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Accredited Certifier Name



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Signature