

## Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 75437433	NSW DAN:
vendor's agent	Stanton & Taylor Real Estate 371 High Street PENRITH NSW 2750		Phone: 02 4731 2899 Fax: 02 4725 9630 Ref:
co-agent			
vendor	Michael James Ndeira 251 Alfred Street CROMER NSW 2099		
vendor's solicitor	Taylor & Co Legal 369 High St PENRITH NSW 2750		Phone: 02 4725 9610 Fax: 02 4725 9630 Ref: 1779
date for completion	42 days after the contract date	(clause 15)	Email: michael@taylorandcolegal.com.au
land	11 Wallara Green JORDAN SPRINGS NSW 2747		
(Address, plan details and title reference)	Lot 2409 in Deposited Plan 1201669 2409/1201669		
	<input checked="" type="checkbox"/> VACANT POSSESSION <del><input checked="" type="checkbox"/> Subject to existing tenancies</del>		
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as 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"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: Ducted Air-conditioning		
exclusions				
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
			Ref:	
price	\$		Email:	
deposit	\$			(10% of the price, unless otherwise stated)
balance	\$			
contract date				(if not stated, the date this contract was made)

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

vendor agrees to accept a **deposit-bond** (clause 3)

☒ NO ☐ yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30)

**Electronic transaction** (clause 30)

☐ no ☒ YES

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

**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 38-0
- ☐ 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 *RW rate* (residential withholding rate): \$

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

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

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

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

## List of Documents

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

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
--	---

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>	rescinding 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.

- 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*.

### **Special conditions**

**These are the special conditions to the contract for the sale of land**

#### **Amendments**

32. Clauses 1-31 inclusive of this contract shall be amended as follows:

- (a) Clause 4.1 the word "normally" shall be deleted;
- (b) Clause 4.1.1 is to be inserted as follows "Should the Transfer not be submitted in accordance with clause 4.1 and settlement is delayed as a result of the failure to comply with clause 4.1, the Vendor shall be entitled to enforce the provisions of Special Condition 43 herein.
- (c) Clause 7.1.1 the amount of 5% is to be deleted and replaced with 1%.
- (d) Clause 16.5 the words "plus another 20% of that fee" shall be deleted.
- (e) Clause 16.8 is deleted in its entirety.
- (f) Clause 18.7 is deleted in its entirety.
- (g) Delete Clause 23.13 and 23.14 and substitute Clause 23.13 with – *"The Vendor hereby authorises the Purchaser to obtain the section 184 certificate under the Strata Schemes Management Act 1996 or the section 26 certificate under the Community Land Management Act 1989 in relation to the lot. The Purchaser shall provide a copy of this certificate to the Vendor's legal representative together with the draft settlement calculations no less than three (3) working days before settlement"*.

#### **Conditions of sale by auction**

- 33. 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.
- 34. 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 commences;
  - (b) A bid for the vendor 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 vendor;
  - (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 vendor;
  - (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; and
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
35. 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 property 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 33A, 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; and
  - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the vendor or announces 'vendor bid'.
36. 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 vendor as executor or administrator:
- (a) More than one vendor bid may be made to purchase interest of 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 vendor; and
  - (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.

#### **Notice to complete**

37. In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

**Death or incapacity**

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

**Purchaser acknowledgements and Vendor Disclosure**

39. The purchaser acknowledges that they have inspected the property and are purchasing the property:
- (a) In its present condition and state of repair;
  - (b) Subject to all defects latent and patent;
  - (c) Subject to any infestations and dilapidation;
  - (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
  - (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

40. It is no way represented that the sewer connections and sewer mains diagrams annexed hereto necessarily disclose all the pipes and mains which may run through the property nor their connections into the property. The purchaser shall make no objection, requisition or claim for compensation in respect thereof. ...
41. The purchaser acknowledges that the title particulars provided in this contract are sufficient particulars of title to enable the parties to prepare appropriate dealings and give effect to the contract.

**No Warranty As To Use**

42. The purchaser must satisfy themselves as to the effect on the property of any environmental planning scheme or other statutory or other requirement. The vendor gives no warranty as to the conditions relating to the use of the property by the purchaser or any other party. The purchaser must satisfy themselves as to the use of the property and all consents required for such use for the purchaser's purposes. The purchaser may not delay settlement nor make any requisition, objection nor claim for compensation nor have any right of rescission or termination in relation to these matters.

**Late completion**

43. In the event that completion is not effected on the nominated day for settlement, or if the vendor cannot settle on that day then the third day after written notice from the vendor that the vendor is

able to settle, then the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum from the date nominated for completion until and including the actual day of completion.

44. The purchaser agrees to pay as an adjustment on settlement the sum of \$150 representing the agreed expenses incurred by the vendor for the drafting, engrossing and serving of a Notice to Complete upon the purchaser.

#### **Agent**

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

#### **Prior to Settlement**

46. The purchaser shall not be entitled to require the vendor prior to settlement to register a discharge of any mortgage or withdrawal of caveat affecting the subject land but will accept on settlement a properly executed discharge of any such mortgage or withdrawal of any such caveat together with the appropriate registration fees therefore.
47. The parties agree that should the vendor allow the purchaser to occupy the property prior to completion and no rental fee is agreed in writing, then the amount shall be 0.1% of the purchase price herein per week until completion and should completion not be affected in accordance with the completion date then this amount shall be increased to 0.2% of the price herein. The parties further agree that the Council and water rates shall be adjusted from the date of the purchaser's occupation.

#### **Deposit bond**

48. The purchaser may not use a deposit bond unless requested in writing and the vendor consents. The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
  - (a) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.

- (b) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (c) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.
- (d) Any deposit bond the purchaser provides must be valid for a period of not less than 6 months.

#### **Payment of part deposit**

49. In the event the vendor agrees in writing that the deposit paid by the Purchaser on the date of this Contract may be less than 10% of the purchase price, the parties agree that the following should apply:
- (a) The deposit of 10% is to be paid by way of two instalments;
  - (b) The first instalment being 5% of the purchase price shall be paid on the date of this contract;
  - (c) The Purchaser must pay the balance of the deposit being 5% of the purchase price on the completion date or any other date as agreed by the parties in writing, or on lawful termination of the Contract by the Vendor whichever date is the earliest.

#### **Finance Approval**

50. The purchaser warrants (and if there is to be more than one, that each of them both jointly and severally) that it has funds available or finance approved unconditionally to permit completion of this Contract in accordance with the terms and conditions herein and that any finance obtained has been obtained on terms that are reasonable.
51. The Purchaser shall not have any right to rescind this Contract by virtue of any non-availability of credit as at the settlement date. The Purchaser further acknowledges that the Vendor relies upon this warranty in entering into this Contract and that the Vendor may enter into further contractual obligations on or after the date of this Contract in reliance upon this warranty. The Purchaser hereby acknowledges that it shall remain liable to the Vendor for all damages arising from a breach of this warranty notwithstanding any rights which the purchase made have pursuant to the provision of the Uniform Credit Code including Section 124 thereof.

#### **Environmental Planning Policy**

52. The Vendor discloses that SEPP28 has been repealed and that some provisions of SEPP25 and SREP12 that allowed subdivision of dual occupancies have been repealed, and the attached Section 149 certificate may be inaccurate in respect of those matters.



**Miscellaneous**

53. If there is a television wall bracket or wall mount or picture hooks or shelving on the walls or any item fixed to the wall of the property, the Vendor will not make good any holes in the wall following the removal of the said items. The Purchaser agrees that no objection shall be taken, requisitions raised, compensation claimed, nor any settlement delayed due to any matter arising from this Special Condition.
54. Where completion of this Contract is to be effected as an electronic transaction, the Purchaser's representative must provide the Order on the Agent in formal writing to the Vendor's conveyancer prior to the morning of completion, which will be held in escrow pending completion.

**Tenancy**

55. In the event the Contract specifies that the sale is subject to a tenancy, the Purchaser shall not raise any objections or requisitions, claims for compensation, or terminate the Contract if the tenancy is terminated by the tenant prior to settlement.
56. Notwithstanding anything elsewhere herein contained, the parties specifically acknowledge and agree that SHOULD this Contract be subject to VACANT POSSESSION, and, at the date of this Contract being entered into, there is a tenant occupying the property, Completion shall be the later of the due date on the Contract front page or three (3) business days after the tenant vacates the property: This is an essential term of the Contract.

**Christmas 2020**

57. Notwithstanding anything elsewhere herein contained, if the Completion date falls within the period from Thursday 24 December 2020 to Friday 8 January 2021 (both dates inclusive) the Vendor shall not be required to settle until Monday 11 January 2021.
58. Should there be any discrepancies or contradictions between these special conditions and the standard clauses of the contract then these special conditions shall prevail.



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2409/1201669

SEARCH DATE	TIME	EDITION NO	DATE
1/12/2020	5:52 PM	3	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 2409 IN DEPOSITED PLAN 1201669  
AT JORDAN SPRINGS  
LOCAL GOVERNMENT AREA PENRITH  
PARISH OF LONDONDERRY COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1201669

FIRST SCHEDULE

MICHAEL JAMES NDEIRA (T AJ578026)

SECOND SCHEDULE (13 NOTIFICATIONS)

- 1 D431274 EASEMENT FOR DRAINAGE 10.06 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART OF THE LAND SHOWN SO BURDENED IN PLAN WITH D431274
- 2 K780528 EASEMENT FOR POWER LINE 9.145 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 L569620 EASEMENT FOR TRANSMISSION LINE 4.88 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 N324748 EASEMENT FOR TRANSMISSION OF ELECTRICITY 4.85 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP789196 RIGHT OF CARRIAGEWAY 20.115 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1132380 RESTRICTION(S) ON THE USE OF LAND
- 7 DP1149525 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 8 DP1201669 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
- 9 DP1201669 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 10 DP1201669 EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1201669 EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 DP1201669 POSITIVE COVENANT
- 13 AJ578027 MORTGAGE TO WESTPAC BANKING CORPORATION

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
-----

FOLIO: 2409/1201669  
-----

PAGE 2

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

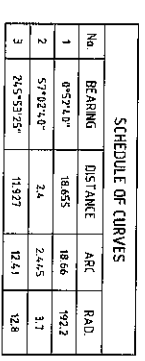
\*\*\* END OF SEARCH \*\*\*

1779

PRINTED ON 1/12/2020


\* 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.





## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 Sheet(s)

Registered :  19.5.2015 Office Use Only

Title System : TORRENS

Purpose : SUBDIVISION

Office Use Only

DP1201669

### PLAN OF SUBDIVISION OF LOT 2257 IN DP1168992

LGA : Penrith

Locality : Jordan Springs

Parish : Londonderry

County : Cumberland

#### Crown Lands NSW / Western Lands Office Approval

I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: .....

Date: .....

File Number: .....

Office: .....

#### Survey Certificate


I, Christopher Larmour of RPS Australia East Pty Ltd DX288 Sydney a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

\*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 7.04.2015

~~\*(b) The part of the land shown in the plan (\*being/\*excluding ^.....)~~

~~was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation.~~

~~\*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.~~

Signature:  Dated: 6/5/2015

Surveyor ID: 8786

Datum Line: 'X' - 'Y'

Type: \*Urban /\*Rural

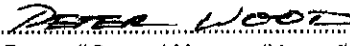
The terrain is \*Level-Undulating / Steep Mountainous.

\*Strike through if inapplicable.

<sup>^</sup> Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

#### Subdivision Certificate

SC13/0046

I,  \*Authorised Person/\*General Manager/\*Accredited Certifier, certify that the provisions of the s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein

Signature: 

Accreditation number: .....

Consent Authority: PENRITH CITY COUNCIL

Date of endorsement: 8/5/15

Subdivision Certificate number: 041/15

File number: DA 14/0073

\*Strike through if inapplicable.

Statements of intention to dedicate public roads, public reserves and drainage reserves, acquire/resume land.

It is intended to dedicate WALLARA GREEN (15.6 wide) to the public as public road

Plans used in the preparation of survey/compilation-

DP1168992

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference : D646-DP48

## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 Sheet(s)

Office Use Only

Office Use Only

Registered:  19.5.2015PLAN OF SUBDIVISION OF LOT 2257 IN  
DP1168992

DP1201669

Subdivision Certificate number: 041/15

Date of Endorsement: 8/5/15

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Pursuant to Section 88B of the Conveyancing Act 1919 it is intended to create:

1. RESTRICTION ON THE USE OF LAND
2. RESTRICTION ON THE USE OF LAND
3. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (A)
4. EASEMENT TO DRAIN WATER 1.5 WIDE (B)
5. EASEMENT TO DRAIN WATER 2.0 WIDE (C)
6. POSITIVE COVENANT

Pursuant to Section 60(c) of the SSI Regulation 2012 a schedule of Street addresses is unavailable

Signed by:

St Marys Land Limited  
ABN 32 088 278 602

sign

Director

office (director or secretary)

JOHN DAVID CLARK

full name

sign

Secretary

office (director or secretary)

Nancy Hing Kuan Young

full name

If space is insufficient use additional annexure sheet

Surveyor's Reference: D646-DP48





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

(Sheet 1 of 8 sheets)

Plan: **DP1201669**

Plan of Subdivision of Lot 2257 in  
DP1168992 covered by Subdivision  
Certificate

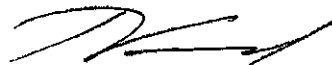
No CC041/15 of 8/5/15

Full name and address of the owner of the  
land:

St Marys Land Limited  
ABN 32 088 278 602  
Level 4, 30 The Bond  
30 Hickson Road  
Millers Point NSW 2000

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Restriction on the Use of Land	2405 to 2429 inclusive	Every other lot
2.	Restriction on the Use of Land	2405 to 2429 inclusive	Penrith City Council
3.	Easement for Access and Maintenance 0.9 wide (A)	2409 2410 2411 2416 2417 2419 2420 2421 2422 2423 2424 2425 2426	2408 2409 2410 2417 2418 2420 2421 2422 2423 2424 2425 2426 2427



Authorised Officer  
Penrith City Council

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

(Sheet 2 of 8 sheets)

Plan: **DP1201669**

Plan of Subdivision of Lot 2257 in  
DP1168992 covered by Subdivision  
Certificate

No CC041/15 of 8/5/15

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
4.	Easement to Drain Water 1.5 wide (B)	2406 2427 2428	2405 2428 and 2429 2429
5.	Easement to Drain Water 2.0 wide (C)	2418 2419 2420 2421 2422 2423 2424 2425 2426	2419 to 2429 inclusive 2420 to 2429 inclusive 2421 to 2429 inclusive 2422 to 2429 inclusive 2423 to 2429 inclusive 2424 to 2429 inclusive 2425 to 2429 inclusive 2426 to 2429 inclusive 2427, 2428 and 2429
6.	Positive Covenant	2405 to 2429 inclusive	Penrith City Council

**PART 2 (Terms)**

**1. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED ONE IN THE  
PLAN**

- (a) The Burdened Lot shall not be used for any purpose other than as a site for residential premises.
- (b) No building shall be constructed on the Burdened Lot, and the Owner shall not make application to Council for a development consent to approve a building to be constructed on the Burdened Lot, unless the building and ancillary landscaping and fencing complies with the Building and Siting Guidelines



Authorised Officer  
Penrith City Council

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

(Sheet 3 of 8 sheets)

Plan: **DP1201669**

Plan of Subdivision of Lot 2257 in  
DP1168992 covered by Subdivision  
Certificate

No ...*C.C. 41/15*... of ...*8/5/15*.....

which St Marys Land Limited (**SML**) requires to apply to the Land from time to time.

- (c) The Owner must not do any of the following unless and until the Owner obtains the prior written approval of SML:
- (i) erect any building or structure
  - (ii) carry out any siteworks (including fencing, excavation, filling or retaining walls)
  - (iii) erect a fence or wall
  - (iv) erect any external sign, hoarding, tank, clothes line, letter box, mast, pole, television antenna, satellite dish or radio aerial either freestanding or fixed to any building, or
  - (v) erect or place any external floodlights or spotlights or any lights illuminating any pool or tennis court or other similar enclosure.

SML will not unreasonably or capriciously refuse or withhold any such approval. A refusal shall not be or be deemed unreasonable or capricious if an expert in the field as nominated by both parties shall have certified that the proposed works:

- (A) do not comply with the Building and Siting Guidelines
  - (B) do not conform with the general standards of design and planning of the Development, or
  - (C) are undesirable by reason of the effect they would have upon the Development, appearance, health or amenity of the Development or any part of it.
- (d) The Burdened Lot will not be subdivided other than whilst SML shall be the owner.
- (e) (i) The Owner (other than whilst SML shall be the owner) shall not lease or transfer the Burdened Lot before 31 December 2020 unless a



Authorised Officer  
Penrith City Council

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

(Sheet 4 of 8 sheets)

Plan: **DP1201669**

Plan of Subdivision of Lot 2257 in  
DP1168992 covered by Subdivision  
Certificate

No CC041/15 of 8/5/15

dwelling approved by SML in accordance with paragraph 1(b) has  
been completed upon the Burdened Lot, and

- (ii) Paragraph 1(e)(i) shall not apply in the case of a transfer of the  
Burdened Lot from the executor of the will or the administrator of the  
estate of the Owner to a person entitled to the Burdened Lot under the  
will or upon the intestacy of the Owner,

**PROVIDED ALWAYS THAT** SML may from time to time in its absolute  
discretion by written instrument modify waive or release any of these restrictions  
on the use of land in respect of the Burdened Lot.

- (f) These restrictions on the use of the land shall expire and have no further force  
or effect upon the Sunset Date.

**2. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED TWO IN THE  
PLAN**

- (a) The Owner must not:

- (i) erect any retaining wall which will be publicly visible or which has a  
proposed height in excess of 900 mm on the Burdened Lot unless it is  
a masonry retaining wall
- (ii) construct a building on the Burdened Lot which has a two storey zero  
lot line wall. The second or upper storey dwelling component on the  
Burdened Lot above the single storey zero lot line wall must be set  
back a minimum distance of 900 mm from the lot boundary other than  
any upper storey eaves and gutter components which must be set  
back a minimum of 450 mm from the boundary of the Burdened Lot
- (iii) erect or allow to remain on the Burdened Lot any eaves, guttering or  
services to overhang the boundary of the Burdened Lot, or
- (iv) erect a building platform on the Burdened Lot unless it is minimised  
above natural ground level and the use of drop edge beams is over  
the use of retaining walls.

  
\_\_\_\_\_  
Authorised Officer  
Penrith City Council

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

(Sheet 5 of 8 sheets)

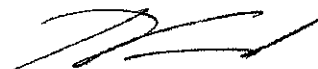
Plan: **DP1201669**

Plan of Subdivision of Lot 2257 in  
DP1168992 covered by Subdivision  
Certificate

No CC041/15 of 8/5/15

**3. TERMS OF EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (A)  
NUMBERED THREE IN THE PLAN**

- (a) The proprietor of the Benefited Lot and persons authorised by him may:
- (i) enter upon the Burdened Lot but only within the site of this easement
  - (ii) do anything reasonably necessary for the purpose of renewing, replacing, painting, repairing and maintaining the dwelling adjacent to this easement
  - (iii) remain on the site of this easement for any reasonable time for the said purposes, and
  - (iv) provide a 650 mm drop edge beam to all zero boundary construction walls, and if required to retaining walls also.
- (b) In exercising those powers the proprietor of the Benefited Lot must:
- (i) cause as little inconvenience to the Owner or occupier of the Burdened Lot
  - (ii) cause as little damage as possible to the Burdened Lot, and
  - (iii) restore as nearly as is practicable the Burdened Lot to its former condition.
- (c) The Owner shall not do the following over the site of the easement:
- (i) carry out any excavation or filling greater than 500 mm. Any excavation or filling shall be located and retained so as not to impact on any adjoining building, structure or property
  - (ii) erect any building or other structure of any kind other than the eaves and gutter on the first floor storey of any building or structure on the Burdened Lot, or



Authorised Officer  
Penrith City Council

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

(Sheet 6 of 8 sheets)

Plan: **DP1201669**

Plan of Subdivision of Lot 2257 in  
DP1168992 covered by Subdivision  
Certificate

No CC 041/15 of 8/5/15

- (iii) place any obstructions, for example, services such as electrical meter boxes, stormwater or sewer pipes or eaves but excepting any fascia and gutter on the ground floor.

**4. TERMS OF EASEMENT TO DRAIN WATER 1.5 WIDE (B) NUMBERED FOUR IN THE PLAN**

An easement to drain water within the meaning of Part 3 of Schedule 8 of the Act as amended.

**5. TERMS OF EASEMENT TO DRAIN WATER 2.0 WIDE (C) NUMBERED FIVE IN THE PLAN**

An easement to drain water within the meaning of Part 3 of Schedule 8 of the Act as amended.

**6. TERMS OF POSITIVE COVENANT NUMBERED SIX IN THE PLAN**

All Burdened Lots must have landscaping and vegetative fuels managed in accordance with an Inner Protection Area standard as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bushfire Protection 2006' and the NSW Rural Fire Service's document 'Standards for Asset Protection Zones'.

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE  
RESTRICTION NUMBERED ONE IN THE PLAN**

St Marys Land Limited

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY EASEMENTS  
NUMBERED THREE, FOUR AND FIVE, RESTRICTION NUMBERED TWO AND THE  
POSITIVE COVENANT NUMBERED SIX IN THE PLAN**

Penrith City Council

**DEFINITIONS & INTERPRETATION**

1. In this instrument:



Authorised Officer  
Penrith City Council

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

(Sheet 7 of 8 sheets)

Plan: **DP1201669**

Plan of Subdivision of Lot 2257 in  
DP1168992 covered by Subdivision  
Certificate

No 66941/15 of 6/5/15.....

- (a) unless repugnant to the context words importing any particular gender shall include all other genders and words importing the singular number shall include the plural and vice versa, and
- (b) if there shall be more than one person responsible hereunder as the Owner the liability of all such persons shall be both joint and several.

2. In this instrument, the following words shall have the meanings given:

**"Act"** means the *Conveyancing Act 1919* (NSW).

**"Benefited Lot"** means any lot which has the benefit of an easement or restriction on the use of land created by the Plan.

**"Building and Siting Guidelines"** means the design guidelines which regulate all building and ancillary landscaping work within the Land as may be varied from time to time.

**"Burdened Lot"** means any lot burdened by a restriction on the use of land, positive covenant or an easement created by the Plan and includes:

- (i) each and every part of a Burdened Lot, and
- (ii) each and every lot created hereafter pursuant to each and every subdivision of the Burdened Lot or any part thereof.

**"Council"** means Penrith City Council.

**"Development"** means the proposed residential development of the Western Precinct.

**"Land"** means the parcel of land described in the Plan.

**"Owner"** means the registered proprietor from time to time of the Burdened Lot (including those claiming under or through the registered proprietor).

**"Plan"** means the plan of subdivision to which this instrument relates.



Authorised Officer  
Penrith City Council

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

(Sheet 8 of 8 sheets)

Plan: **DP1201669**

Plan of Subdivision of Lot 2257 in  
DP1168992 covered by Subdivision  
Certificate

No ... CC041/15 ... of ... 8/8/15 .....

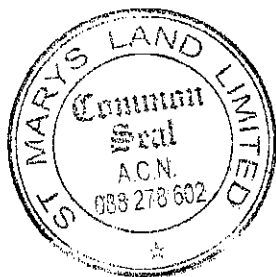
**"SML"** means St Marys Land Limited ABN 32 088 278 602 the registered proprietor of the land and includes its successor, permitted assigns, any attorney, delegate or appointees of St Marys Land Limited.

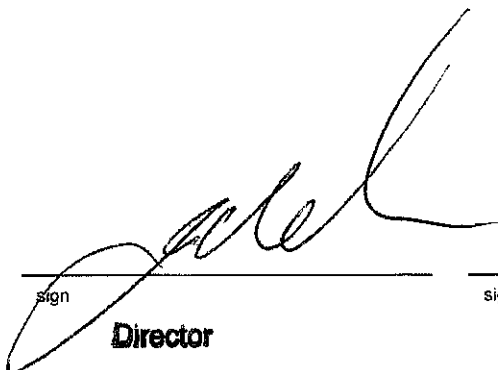
**"Sunset Date"** means the first to occur of:

- (i) 31 December 2020, and
- (ii) two years after the date an occupancy certificate is issued to the Owner of a dwelling approved by SML to be erected within the Development upon the last remaining lot in the Development such that there are then no further vacant lots in the Development (excluding any lot upon which no dwelling is permitted to be erected).

**"Western Precinct"** means the land comprised in Lot 2 in Deposited Plan 1132380.

Signed by **St Marys  
Land Limited** ABN  
32 088 278 602

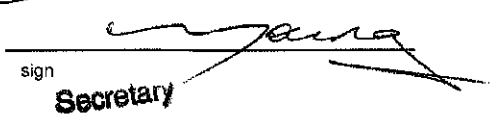


  
sign  
**Director**

office (director or ~~secretary~~)

**JOHN DAVID CLARK**

full name

  
sign  
**Secretary**

office (director or ~~secretary~~)

**Nancy Hing Kuan Young**

full name

REGISTERED



19.5.2015

  
Authorised Officer  
Penrith City Council



D431274

Extract from Commonwealth of Australia Gazette, No. 130,  
dated 31st July, 1945.]

COMMONWEALTH OF AUSTRALIA.

The Lands Acquisition Act 1908-1936.

NOTIFICATION OF THE ACQUISITION OF EASEMENTS  
BY THE COMMONWEALTH.

It is hereby notified and declared by the Deputy of  
His Royal Highness the Governor-General acting with  
the advice of the Federal Executive Council that the  
right for the Commonwealth of Australia its successors and  
assigns and the owners and occupiers for the time being  
of Commonwealth property acquired by notification in the  
Commonwealth of Australia Gazette No. 260 dated 18th  
December, 1941 and No. 183 dated 2nd July, 1942, and as  
appurtenant thereto to pass discharge and conduct all surface  
percolating and other drainage waters by means of open  
or covered drains or line or lines of pipes through over and  
along the land firstly hereunder described together with  
the right to discharge drain off and cause or permit to fall  
or flow all such drainage waters from the northwestern end of  
the land firstly hereunder described through over and along  
the land secondly hereunder described to South Creek and  
together with the right to enter into the land firstly hereunder  
described by its workmen servants and others for the purpose  
of excavating constructing laying cleansing amending or  
repairing such open or covered drains or line or lines of  
pipes has been acquired by the Commonwealth under the  
Lands Acquisition Act 1908-1936 for the following public  
purpose, namely: Purposes of the Commonwealth at St.  
Mary's New South Wales.—(C.L.10215.)

Dated this twenty-eighth day of June, One thousand nine  
hundred and forty-five.

W. DUGAN

Deputy of the Governor-General.

By His Excellency's Command,

J. S. COLLINGS

Minister of State for the Interior.

Checked with plans  
hereon & with linear  
plan of survey

The dominant  
tenement in respect  
the easement being ac-  
quired as part of  
land comprised  
in C.T. 5500  
76.131  
July 1945

July 28/45

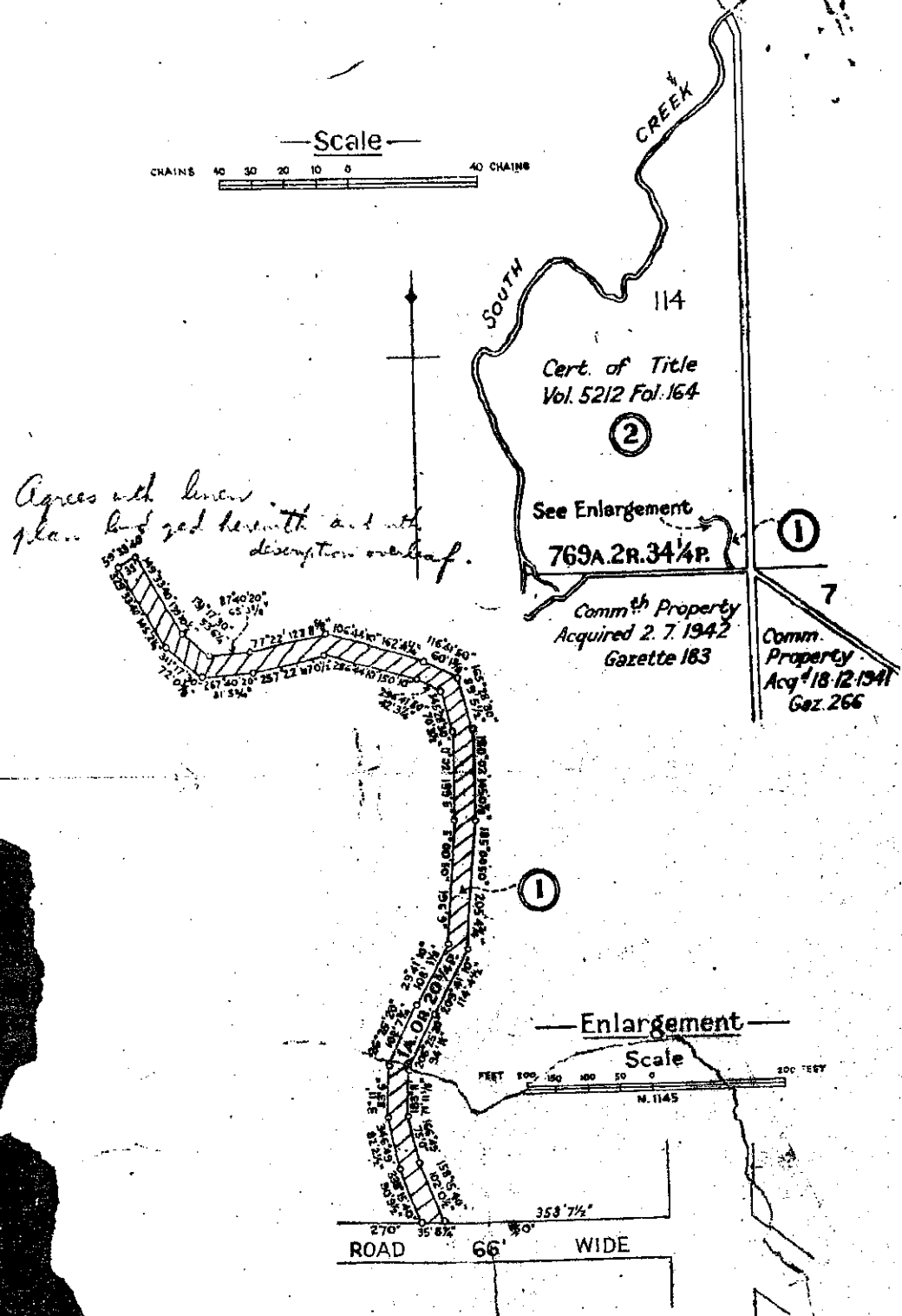
agrees with  
sketch  
overleaf

... containing 22 acres of 1 acre  
... as shown hachured and numbered 1 on plan hereunder: Com-  
mencing at a point which bears 270 degrees 50 minutes 353  
feet 7 1/2 inches from the southeastern corner of Portion 114  
Parish of Rooty Hill and bounded thence by part of the  
northern side of a road 66 feet wide bearing 270 degrees 50  
minutes 35 feet 8 1/2 inches thence by lines bearing 338 degrees  
15 minutes 40 seconds 80 feet 9 1/2 inches 346 degrees 49 minutes  
52 feet 2 1/2 inches 3 degrees 11 minutes 53 feet 6 inches 26  
degrees 25 minutes 20 seconds 102 feet 7 1/2 inches 29 degrees  
41 minutes 10 seconds 108 feet 1 1/2 inches 5 degrees 51 seconds  
196 feet 9 inches 2 minutes 139 feet 5 inches 345 degrees 28  
minutes 20 seconds 70 feet 3 1/2 inches 296 degrees 42 minutes  
56 seconds 48 feet 1 1/2 inches 286 degrees 44 minutes 10 seconds  
150 feet 10 inches 261 degrees 22 minutes 117 feet 8 1/2 inches  
267 degrees 48 minutes 48 seconds 91 feet 5 1/2 inches 311  
degrees 17 minutes 30 seconds 42 feet 0 1/2 inches 329 degrees  
33 minutes 40 seconds 145 feet 2 1/2 inches 68 degrees 33 minutes  
40 seconds 38 feet 149 degrees 32 minutes 40 seconds 139 feet  
10 1/2 inches 131 degrees 17 minutes 30 seconds 63 feet 6 1/2  
inches 87 degrees 40 minutes 20 seconds 65 feet 3 1/2 inches 77  
degrees 22 minutes 122 feet 8 1/2 inches 106 degrees 44 minutes  
10 seconds 182 feet 4 1/2 inches 116 degrees 41 minutes 50  
seconds 80 feet 1 1/2 inches 165 degrees 28 minutes 30 seconds  
82 feet 8 1/2 inches 130 degrees 2 minutes 145 feet 0 1/2 inches 185  
degrees 50 seconds 205 feet 4 1/2 inches 209 degrees 41 minutes  
10 seconds 114 feet 4 1/2 inches 208 degrees 25 minutes 20 seconds  
84 feet 11 inches 183 degrees 11 minutes 71 feet 11 1/2 inches  
106 degrees 49 minutes 75 feet and 168 degrees 15 minutes 40  
seconds 102 feet 0 1/2 inches to the point of commencement.

This is the copy notification referred to in  
annexed Certificate

Grange

Secondly: All that piece of land containing an area of 789 acres 2 roods 34 perches more or less being the whole of the land in Certificate of Title Volume 5212 Folio 164 exclusive of the land firstly herein described and being part of Portion 114 Parish of Rooty Hill County of Cumberland State of New South Wales as shown numbered 2 on plan hereunder.



D431274

CONVEYANCING ACT 1919-1943.

REAL PROPERTY ACT 1900.

NOTIFICATION OF ACQUISITION OF LAND SUBJECT TO  
THE PROVISIONS OF THE REAL PROPERTY ACT 1900.

I, SIR GEORGE SHAW KNOWLES, Solicitor-General of the Commonwealth of Australia, DO HEREBY CERTIFY that the copy Gazette Notification hereunto annexed is a true copy of the Gazette Notification contained in the Commonwealth of Australia Gazette No. 130 dated 5th July, 1945, declaring that the land therein described being the land mentioned in the Schedule hereunder written has been acquired by the Commonwealth of Australia AND I REQUEST that you will deal with and give effect to the said Notification in the manner provided in the Real Property Act 1900 AND I HEREBY FURTHER CERTIFY that this Instrument is correct for the purposes of the Real Property Act 1900.

SCHEDULE.

Portion	Parish	County	Part or Whole	Volume	Folio
Part of Portion 134.	Rooty Hill.	Cumberland.	Part.	5212	164

DATED the twenty fourth day of October 1945.

SIGNED in my presence by SIR GEORGE SHAW KNOWLES, the Solicitor-General of the Commonwealth for and on behalf of The Commonwealth of Australia who is personally known to me -

PLAN REFILED IN  
PLAN ROOM AS F.P.  
431900

George Knowles  
Solicitor-General.

W. P. H. H. H.  
Acting for Secretary,  
Attorney-General's Department.

*The Registrar-General  
Instrument as submitted to the  
Registrar-General is correct in  
accordance with the original  
copy of the instrument  
18.12.41 Page 2018 & 2019  
Pages 1573-4 1576 The instrument  
is effective from 1st Jan 1945  
Signed (over) J. C. T. No. 1779 p. 131*

*12/6 3  
9-  
17/6  
9 "ur*

*An instrument only the  
land on plan on 5212 to the  
being part of No. 5212 to the  
and also over another part  
of No. 5212 to the  
see acquire  
see off  
street*

✓

D431274

Notification of Acquisition  
of Easement affecting  
part of Portion 114  
of Rosty Hill  
Co. of Cumberland  
Shire of Blacktown.

Lodged by -

Commonwealth Crown Solicitor,  
108/120 Pitt Street, SYDNEY.

Commonwealth of Australia

*[Signature]*

*[Handwritten signature]*

Particulars entered in Register Book  
Vol 5512 Fol 162  
" 6500 " 131

the 22nd day of May, 1946.  
at 12 o'clock noon.

*J. W. Ellis*  
Registrar  
*[Signature]*



15. EXTRA FEES
Diagram <i>2/6</i>
Extra Folios <i>28/5/46</i>

INDEXED  
4 JUN 1946  
BY *[Signature]*  
CHECKED BY *[Signature]*

*[Handwritten notes and signatures at bottom]*

K 780528

4E

FORM FOR SIMPLE TRANSFER, WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED, OR EASEMENTS CREATED, OR WHERE THIS FORM IS OTHERWISE UNSUITABLE. FORM R.P. 13A (SQUARED) 1967



R.P. 13

New South Wales

## MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

FEES:— £ s. d.  
Lodgment : :  
Endorsement : :  
Stamp Duty : :  
Total : :  
25/8/67

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

a If a less estate, strike out "in fee simple" and interline the required alteration.

b State in full the name of the person who furnished the consideration monies.

c1 Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, c2 whether they hold as joint tenants or tenants in common.

d The description may refer to the defined residue of the land in a certificate or grant (eg. "and being residue after Transfer No. ") or may refer to parcels shown in Town or Parish Maps issued by the Dept. of Lands or shown in plans filed in the Office of the Registrar-General (eg. "and being lot see. D.P. "). Unless authorised by Reg. 63 of the Conveyancing Act Regulations, 1901, a plan may not be annexed to or endorsed on this transfer form.

e A very short note will suffice.

f Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, Commissioner for Affidavits, or a Justice of the Peace, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to instrument executed elsewhere, see Section 107 of the Real Property Act, 1900. 1936, Section 168 of the Conveyancing Act, 1919-1954, and Section 52A of the Evidence Act, 1898-1954.

g Repeat attestation if necessary.

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

ASSISTANT SECRETARY  
METROPOLITAN WATER  
SUPPLY & SEWERAGE  
BOARD

## THE COMMONWEALTH OF AUSTRALIA

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of One Dollar (\$ 1.00 ) (the receipt whereof is hereby acknowledged) paid to it by

THE COUNCIL OF THE CITY OF PENRITH

do hereby transfer to

at THE COUNCIL OF THE CITY OF PENRITH whose Council Chambers are in Station Street Penrith

(herein called transferee)<sup>c2</sup>

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

County	Parish	Reference to Title			Description of Land (if part only) d
		Whole or Part	Vol.	Fol.	
SEE	ANNEXURE	HERETO	MARKED	"A"	

## ENCUMBRANCES, &amp;c., REFERRED TO\*

SEE ANNEXURES HERETO MARKED "A"  
"B" "C" "D"

Signed at Sydney the twelfth day of July, 1967  
for and on behalf of THE COMMONWEALTH OF AUSTRALIA by a person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, in the presence of—

THE COMMON SEAL OF THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD was affixed hereto in the presence of a quorum of the Board on the 1st day of March 1967

AS WITNESS the hands of Douglas Sutherland and Hugh Carlyle, two of the members in whose presence the seal was so affixed.

Signed in my presence by the transferor in the presence of the Council of the City of Penrith was hereunto affixed this day of May 1967

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

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of \$50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

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

No. \_\_\_\_\_

**PARTIAL DISCHARGE OF MORTGAGE**  
(N.B.—Before execution read marginal note)

LODGED BY Smithens Warren

+ Lyons, Solicitors

210 Pitt St.

Sydney

26-6445

I,

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee.

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY**

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_ Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Signed in the presence of M.P.D.

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

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

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

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

INDEXED		MEMORANDUM OF TRANSFER		DOCUMENTS LODGED HEREWITH	
		To be filled in by person lodging dealing			
✓		* retaining mortgagee's copy (902/903/92) 902/103/114) transferred for mortgage (902/903/92) 9043/108) document for P.A.B. cable 9043-132)		1. <u>21</u> 4. _____ 2. <u>20 N</u> 5. _____ 3. _____ 6. _____	
Checked by	Particulars entered in Register Book,				
88/14	Volume _____ Folio _____				
Passed (in S.D.B.) by	on _____				
17/11	at _____				
Signed by	<u>Joubert</u> Registrar-General				

LEAVE THESE SPACES FOR DEPARTMENTAL USE

EXTRA FEES K780529  
Cable fee (400) 10/11/12  
Cable fee (400) 10/11/12  
Cable fee (400) 10/11/12  
AT 21/12/12

PROGRESS RECORD		Initials	Date
Sent to Survey Branch			
Received from Records			
Draft written			
Draft examined			
Diagram prepared			
Diagram examined			
Draft forwarded			
Supt. of Engravers			
Cancellation Clerk			
VOL.	FOL.		

K 1165 S1 497—W

**FEES.**

The Fees, which are payable on lodgment, are as follows:—

(a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.

(b) A supplementary charge of £1 is made in each of the following—

- (i) where a restrictive covenant is imposed; or
- (ii) a new easement is created; or
- (iii) a partial discharge of mortgage is endorsed on the transfer.

K180588

2

" A "

COUNTY	PARISH	REFERENCE TO TITLE			DESCRIPTION OF LAND (if part only)
		WHOLE/ PART	VOL.	FOL.	
CUMBERLAND	ROOTY HILL	WHOLE	9027	191 ✓	201
"	"	"	9027	192 ✓	202
"	"	"	9032	42 ✓	203
"	"	"	9032	43 ✓	204
"	"	"	9032	44 ✓	205
"	"	"	9032	48 ✓	206
"	"	"	9043	104 ✓	207
"	"	"	9043	105 ✓	208
"	"	"	9043	106 ✓	209
"	"	"	9043	107 ✓	210
"	"	"	9043	108 ✓	211
"	"	"	9043	132 ✓	212

ENCUMBRANCES, &c., REFERRED TO

Easement in Acquisition No. D431274  
 Subject to Section 340A of the Local Government Act, 1919.  
 Easement for transmission line D384881 affecting the land in  
 Certificate of Title Volume 9043 Folio 132.  
 Easement for transmission line H83909 affecting the land in  
 Certificate of Title Volume 9043 Folio 132.  
 Easement for communication cable K403221 affecting the land in  
 Certificate of Title Volume 9043 Folio 132.  
 Easement for transmission line ~~K403219~~ K403219 affecting the land in  
 Certificate of Title Volume 9043 Folio 132.  
~~Easement for Drainage J340279 affecting the land in Certificate~~  
~~of Title Volume 9032 Folio 43~~

THIS IS the annexure marked "A" referred to in the annexed  
 Memorandum of Transfer.

The Common Seal of the Council of  
 the City of Penrith was hereunto  
 affixed this Twelfth day of  
 May 1967

TOWN CLERK

Mayor

SIGNED for and on behalf of THE COMMONWEALTH  
 OF AUSTRALIA by a person holding or performing the  
 duties of the office of Agent at Deputy Crown Solicitor  
 Deputy Crown Solicitor's Office New South Wales, in the  
 presence of

an officer of the Attorney General's Department

*Symealey*

" B "

K150528

3.

RESERVING unto The Metropolitan Water Sewerage & Drainage Board (herein called "the Board") AN EASEMENT or right to use for the construction and maintenance of water supply works the surface and the subsoil or the under-surface of the land shown as site of proposed easement for water pipe line 10 feet wide within lots 201 and 202 Deposited Plan 31911 Lots 204, 205 and 206 in Deposited Plan 31908 and Lots 211 and 215 in Deposited Plan 31909 aforesaid (hereinafter called "the said land") WITH full and free right and liberty for the Board from time to time and at all times hereafter by its officers servants workmen and agents to construct lay down make control examine supervise manage relay renew cleanse repair maintain operate and use in and through the said land at such depths or levels below the surface thereof as the Board shall think fit such pipe lines mains distributory reticulating and other works with fittings and appurtenances thereto (all of which are included in the term "works" wherever hereinafter appearing) as in its opinion may be required and to use such works for water supply purposes and to take up any such works and substitute in lieu thereof any new works AND with the right of support at all times of all such works as shall for the time being be in or upon the said land AND for any of the purposes aforesaid to enter go return pass and re-pass upon along and over the said land and make and sink excavations shafts and cuttings in and through the said land and bring and place thereon and remove therefrom any such materials implements tools articles and things as the Board shall think fit AND generally to exercise and perform in and upon the said land any of the rights powers and authorities conferred on or vested in the Board for water supply purposes under and by virtue of the Metropolitan Water Sewerage and Drainage Act 1924-1964 or any amendment thereof without liability to pay compensation to any person for any damage sustained by him through the exercise of any of the rights powers and authorities hereby or by virtue of the said Act conferred on or vested in or reserved to the Board AND in relation to such easement and rights as are hereinbefore reserved to the Board the transferee DOETH HEREBY COVENANT with the Board THAT

- (1) the transferee will not erect construct or place upon the said land any building or other structure whatever and that the transferee will at all times bear all risk of and responsibility in connection with damage to any building or other structure for the time being in existence upon the said land
- (2) the transferee will not place upon the said land nor allow to be placed or remain thereon any timber or any article of plant or any stores filling rubbish or other material whatsoever
- (3) the transferee will not (i) without the prior consent and approval in writing of the Board first had and obtained nor otherwise than in strict compliance with such conditions as the Board may impose, park or place upon the said land nor allow to be parked or remain thereon any vehicle whatsoever nor (ii) make or allow to be made any alteration by any means whatsoever to the existing surface levels of the said land nor (iii) lay down construct or place thereon any pavement of concrete or having any form of bituminous surface with a base course of ballast metal or rock fill or like material AND the Board DOETH HEREBY COVENANT with the transferee that whenever in exercise of any of the rights powers and authorities aforesaid it shall open or break up the surface of the said land or damage any lawn garden or fencing of the transferee the Board shall upon completion of such work reinstate and restore such land lawn garden fencing or pavement (as the case may be) to its former condition so far as shall be reasonably practicable.

The Common Seal of the Council of the City of Penrith was hereunto affixed this 14th day of May 1967.

*[Signature]*  
Mayor.

*[Signature]*  
Town Clerk

B

X *[Signature]*  
Assistant Registrar

SIGNED for and on behalf of THE COMMONWEALTH OF AUSTRALIA by a person holding or purporting the duties of the office of Assistant Deputy Crown Solicitor, Deputy Crown Solicitor's Office, New South Wales, in the presence of

*[Signature]*  
an officer of the Attorney General's Department

*[Signature]*  
Now being *[Signature]* of land comprised in

Cert. of Title, Vol. 7027, Fol. 121/192 resp.

# Now being *[Signature]* of land comprised in (B 44)  
Cert. of Title, Vol. 7032, Fol. 121/192 resp.

X Comprised in Vol. 9043, Fol. 104/108 respectively



**B**

" D "

W780528

RESERVING unto the Transferor its successors and assigns its and their officers servants agents workmen and contractors as appurtenant to the land comprised in Certificate of Title Volume 8237 Folio 69 full and free right leave liberty and licence to use and maintain the existing transmission line and to erect construct place repair renew maintain use and remove transmission lines mains wires towers poles and ancillary works through over and along that part of the land hereby transferred shown in Deposited Plan No. 31909 as "Site of proposed easement for Power Line 30 ft. wide" (hereinafter referred to as "the servient tenement") and to cause or permit electricity to flow or be transmitted through and along the said transmission lines and wires and with or without horses vehicles plant and machinery to enter in and upon the servient tenement for the purpose of exercising any rights hereby reserved to it or them and the transferor for itself its successors and assigns covenants with the transferee its successors and assigns that it will at all times and at its own expense keep the said transmission lines and wires in a satisfactory state of repair and that in the exercise of the rights liberties and authorities hereby reserved the transferor will do as little damage as possible to the servient tenement and will not impede the full and uninterrupted use by the transferee (so far as is consistent with this reservation) of the servient tenement and the transferee for itself its successors and assigns HEREBY COVENANTS with the transferor its successors and assigns that it will not do or knowingly suffer to be done any act or think which may interfere with injure damage or destroy the said transmission lines and wires or interfere with the free flow of electricity through and along the said transmission lines and wires and that it will not erect or permit or suffer to be erected on or over any part or parts of the servient tenement any building or other erection of any kind without the prior consent in writing of the transferor and then only in strict conformity with such consent

Mayor.

The Common Seal of the Council  
of the City of Penrith was hereunto  
affixed this Twelfth day of  
May 1967.

Town Clerk

SIGNED for and on behalf of THE COMMONWEALTH  
OF AUSTRALIA by a person holding or performing the  
duties of the office of Assistant Deputy Crown Solicitor,  
Deputy Crown Solicitor's Office, New South Wales, in the  
presence of

an officer of the Attorney-General's Department.

B

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE



R.P. 13A. No.

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

THE COMMONWEALTH OF AUSTRALIA

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

Form:-

Lodgment

Endorsement

21:00

2.4.69

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of TEN THOUSAND SEVEN HUNDRED DOLLARS (£10700.00) (the receipt whereof is hereby acknowledged) paid to it by THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

do hereby transfer to

THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

of Cnr. Pitt and Bathurst Streets, Sydney

(herein called transferee)

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

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Cumberland	Rooty Hill	Whole	9032	51	Lot 1 Deposited Plan
		Part	9032	50	No. 223888
		Part	9032	52	
		Part	9032	53	
RESERVING unto the transferor as appurtenant to the land comprised in Certificate of Title Volume 821 Folio 69 full and free right leave liberty and licence for the transferor and its successors to erect construct place repair renew maintain use and remove electricity transmission mains wires cables towers poles and ancillary works for the transmission of electricity and for purposes incidental thereto through and/or over and/or along the land described as "Proposed Easement for Power Line 16 feet wide and Variable Total Area 2r. 72p." in Lot 1 of DP 223888 and to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and to cut or trim or lop trees branches and other growths or foliage which now or at any time hereafter may overhang encroach or be in or on the said respective parts of land and which may or may be likely to interfere with any right leave liberty or licence granted hereunder and for any of the purposes aforesaid to enter into and upon the said respective parts of land or upon any part thereof at all reasonable times with surveyors workmen horses carts vehicles materials machinery or implements or with any other necessary things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things AND the Transferor doth hereby for itself its successors and assigns covenant with the Transferee that it and they will save harmless and indemnify the Transferee from and against and make good loss or damage whatsoever occasioned by the Transferor its successors and assigns in the exercise of any right leave liberty or licence hereby granted					

The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. ").

Unless authorised by Reg. 55 Conveyancing Act, Regulations, 1961 a plan may not be annexed to or endorsed on this transfer form.

LS6962.0

②

~~AND the transferee for itself and its assigns covenants with the~~

transferor and its assigns that it will erect at its own cost new security fences on the new boundaries of the land where necessary.

- Strike out if unnecessary, or suitably adjust,
- (i) if any easements are to be created or any excisions to be made; or
  - (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

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

ENCUMBRANCES, &c., REFERRED TO:

Easement No. D. 431274.  
Transfer and Grant No. J. 340279

A very short note will suffice.

K 1155-2

Form 1

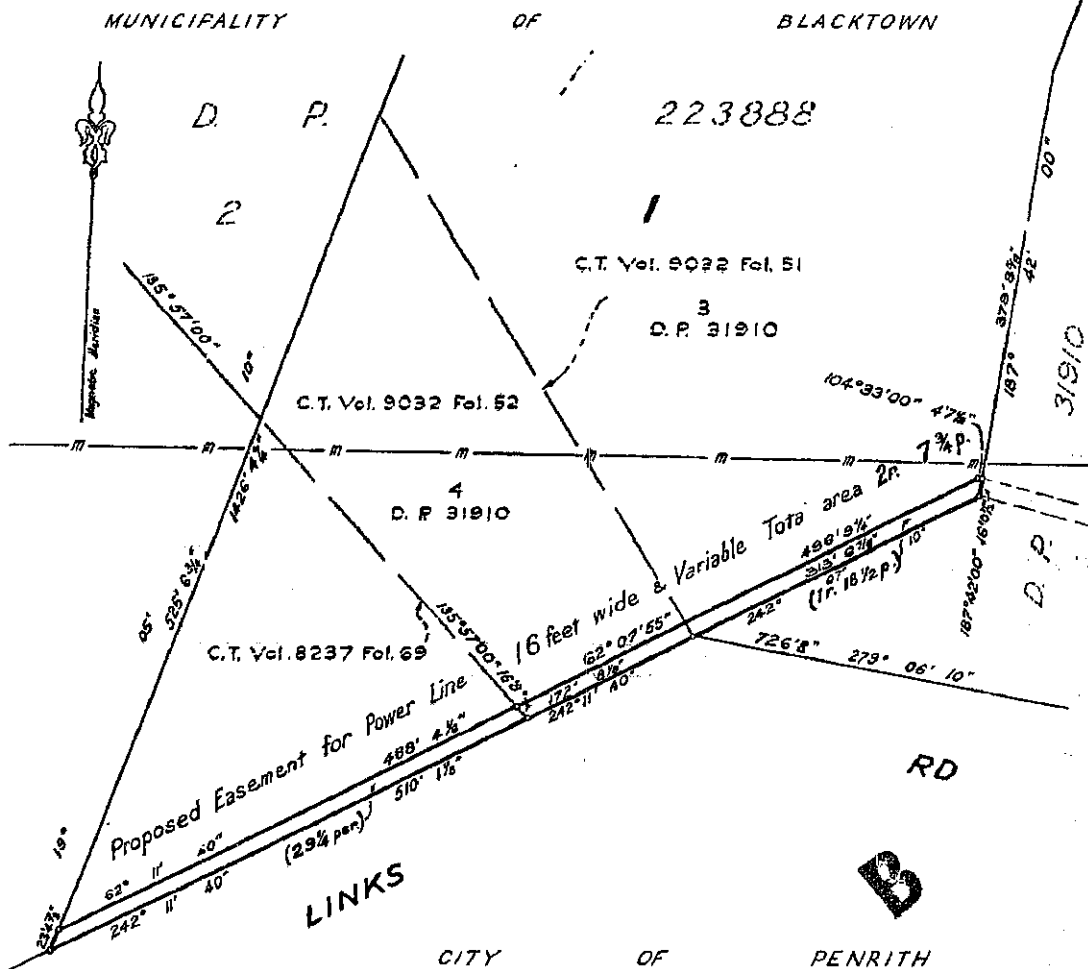
A

OFFICE USE ONLY

**PLAN OF** Easement 16 feet wide and variable width  
in Lot 1 D.P. 223888

Municipality/City Penrith  
Town or Locality St Marys North  
Parish Rooty Hill  
County Cumberland Scale 264 feet to 1 inch

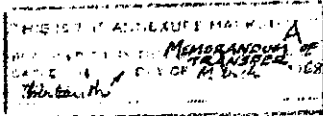
Registered: L-69620  
C.A.:  
Title System:  
Purpose:  
Ref. Map:  
Last Plan:



WARNING. Plan Drawing only to appear in this space.

WARNING. Plan Drawing only to appear in this space.

Signatures, Seals and Statements of Dedications and Easements.



SIGNED for and on behalf of THE COMMONWEALTH OF AUSTRALIA by a person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, Deputy Crown Solicitor's Office, New South Wales, in the presence of  
an officer of the Registrar-General's Department.

I, Arthur John GALLAGHER  
of M.W.S. & D.B. 341 Pitt St. Sydney  
a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan was compiled from information in D.P. 223888 and is accurate and has been made by me or by order under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on

Signature A. J. Gallagher 24-3-66  
Surveyor registered under Surveyors Act, 1929, as amended.  
Datum: Line of Faithful.

Approved by Council. I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for registration of plans), have been complied with by the applicant in relation to the proposed subdivision and/or new roads set out herein.

Subdivision No. \_\_\_\_\_ Date \_\_\_\_\_  
Council Clerk \_\_\_\_\_

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

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

Execution may be proved where the parties are resident:—

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

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

(c) in any foreign place by signing or acknowledging before

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

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

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

Signed at Sydney  
Signed in my presence by the transferor  
WHO IS PERSONALLY KNOWN TO ME

the thirteenth day of March 1968

SIGNED for and on behalf of THE COMMONWEALTH OF AUSTRALIA by a person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, Deputy Crown Solicitor's Office, New South Wales, in the presence of  
[Signature]  
an officer of the Attorney-General's Department

[Signature]  
Transferor.\*

Signed in my presence by other transferor  
WHO IS PERSONALLY KNOWN TO ME

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

[Signature]  
[Signature]  
Transferor(s).

THE COMMON SEAL of THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD was affixed hereto in the presence of a quorum of the Board on the twenty-eighth day of June 1967. AS WITNESS the hands of Douglas Sutherland and Hugh Carlyle Foster two of the members in whose presence the seal was so affixed.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at [Location] the [Day] day of [Month] 19[Year]  
Signed in the presence of [Name]

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

Appeared before me at [Location], the [Day] day of [Month], one thousand [Year] nine hundred and [Year] and declared that he personally knew signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said [Name] is [Name] own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferor must accept personally.

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

L-1562

LODGED BY W. R. SMOOTHEY, SGR.No. L569620CNR. PITT & BATHURST STSSYDNEY20648 XAN STY

## FEES.

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of £1 is made in each of the following:—
- (i) Where a restrictive covenant is imposed; or
  - (ii) A new easement is created; or
  - (iii) A partial discharge of mortgage is endorsed on the transfer.

## DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1 127 63 146

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

Received Docs.  
Nos.

Receiving Clerk.

## PARTIAL DISCHARGE OF MORTGAGE.

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

I,

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

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED		MEMORANDUM OF TRANSFER	
		<i>Reserving Easement for</i>	
		<i>Monomission Line</i>	
		<i>Subject to Covenant</i>	
Checked by	<i>[Signature]</i>	Particulars entered in Register Book.	
Passed (in S.D.B.) by			
Signed by	<i>[Signature]</i>	on <u>13-1-1970</u>	
		at <u>4 PM</u>	
		<i>[Signature]</i>	
		Registrar-General.	

## PROGRESS RECORD.

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



No. **N 3 2 4 7 4 8**

3 JUN 26 PM 2 34

FEES:—  
Lodgment  
Endorsement

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

48/166 JRL/T

**I, THE COMMONWEALTH OF AUSTRALIA**

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

All blanks should be ruled up before signing.

a If a less estate, strike out "in fee simple" and interline the required alteration.

being registered as the proprietor of an estate in fee simple<sup>a</sup> in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **ONE DOLLAR**

( \$1.00----- ) (the receipt whereof is hereby acknowledged) paid to it by

**THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD**

(herein called transferor)

do hereby transfer to

b Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

**THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD**  
Cnr Pitt and Bathurst Streets,  
**SYDNEY.**  
(herein called transferee)

c The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. ").

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

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

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
Cumberland	Rooty Hill	Whole	9032	49	



N324748

(2)

And the transferor covenants with the transferee

RESERVING thereout as appurtenant to the land comprised in Lot 1 of D.P.535498 unto the transferor its successors and assigns its and their officers servants agents workmen and contractors full and free right leave liberty and licence to erect construct place repair renew maintain use and remove electricity transmission mains wires cables towers poles and ancillary works for the transmission of electricity and for purposes incidental thereto through over or along the land described as "site of proposed easement for power line 15'11" wide" on Deposited Plan number 31910 (hereinafter referred to as "the servient tenement") and to cause or permit electricity to flow or be transmitted through and along the said mains wires and cables AND with or without horses vehicles plant and machinery to enter in and upon the servient tenement for the purpose of exercising any rights reserved to it or them hereunder AND the transferor for itself its successors and assigns covenants with the transferee its successors and assigns that it will at all times and at its own expense keep the said cables mains and wires in a satisfactory state of repair and that in the exercise of the rights liberties and authorities hereby reserved the transferor will do as little damage as possible to the servient tenement and will not impede the full and uninterrupted use thereof by the transferee (so far as is consistent with this reservation) AND the transferee for itself its successors and assigns HEREBY COVENANTS with the transferor its successors and assigns that it will not do or knowingly suffer to be done any act or thing which may interfere with injure damage or destroy the said mains wires and cables or interfere with the free flow of electricity through and along the said mains wires and cables and that it will not erect or permit or suffer to be erected on or over any part or parts of the servient tenement any building or other erection of any kind without the prior consent in writing of the transferor AND the transferee for itself and its assigns hereby for the benefit of adjoining land of the transferor but only during the ownership thereof by the transferor and its assigns other than purchasers on sale covenants with the transferor and its assigns that no fence shall be erected on the land hereby transferred to divide it from the adjoining land of the transferor without the consent of the transferor or its assigns but such consent shall not be withheld if such fence is erected without expense to the transferor or its assigns and in favour of any person dealing with the transferee or its assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restriction may be released varied or modified by the owner or owners for the time being of the adjoining land having the benefit of this covenant.

d Strike out if unnecessary, suitably adjust.  
(i) if any easements are to be created or any exceptions to be made: or  
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.  
Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

of being C.T. Vol. 11118 Feb. 15

ENCUMBRANCES, &c., REFERRED TO:

1. Appurtenant easement No. D431274
2. Easement No. J340279
3. Easements for drainage shown on Deposited Plan 204406.

e A very short note will suffice.

K 1163-2 51 437-2

*[Signature]*

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

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

Execution may be proved where the parties are resident:—

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

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

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

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

Signed at SYDNEY the 21st day of JUNE 19 71<sup>3</sup>  
Signed in my presence by the transferor  
WHO IS PERSONALLY KNOWN TO ME

SIGNED for and on behalf of THE COMMONWEALTH OF AUSTRALIA by a person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, Deputy Crown Solicitor's Office, New South Wales, in the presence of—

an officer of the Attorney-General's Department.

Transferor.\*

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

THE COMMON SEAL OF THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD  
Signed in my presence by the members  
WHO IS PERSONALLY KNOWN TO ME  
was affixed hereto in the presence of a quorum of the Board on the day of 1971  
AS WITNESS the hands of and two of the Members in whose presence the Seal was so affixed

Transferee(s).

SIGNED for and on behalf of THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD by JAMES ROBERT LUMSDAINE its duly constituted Attorney who is personally known to me

THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD by its Attorney who hereby states that at the time of his executing this Instrument he has no notice of the revocation of the Power of Attorney Registered No. 129874 Miscellaneous Register under the Authority of which he has executed this Instrument.  
Assistant Solicitor for the Board

### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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

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

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

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

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

N 324748

No. \_\_\_\_\_

Lodged by W.R. SMOOTHEY, Solicitor for  
Metropolitan Water Sewerage & Drainage Board  
Address Cnr Pitt and Bathurst Sts., Sydney

Phone No. 20648 JRL.

**PARTIAL DISCHARGE OF MORTGAGE.**  
(N.B.—Before execution read marginal note.)

I,

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

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at \_\_\_\_\_ his \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed in my presence by \_\_\_\_\_

who is personally known to me

Mortgagee.

**DOCUMENTS LODGED HEREWITH**  
To be filled in by person lodging dealing

1. *C/T*
2. *120.12*
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

Received Docs.

Nos.

Receiving Clerk

M.P.D.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

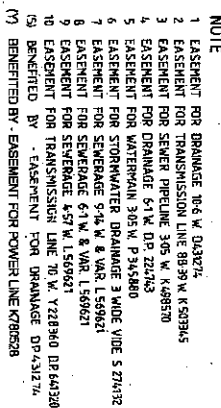
Indexed	MEMORANDUM OF TRANSFER <i>Reserving an Easement for Transmission of Electricity</i>
Checked by <i>11</i>	Particulars entered in Register Book  <i>13-11-1973</i>
Passed (in S.D.B.) by	
Signed by <i>[Signature]</i>	<i>[Signature]</i> Registrar General

**PROGRESS RECORD**

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

**SIGNATURES, SEALS AND STATEMENTS of Intention to**  
**Abandon the public lands or to create reserves, drainage districts,**  
**agreements, restrictions on the use of land or positive covenants**

\* This part of certificate to be retained where the application is only for a conditional lot or for the opening of a new road or where the land to be consolidated is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.



**06-09-2018**

Registered:  HS 23-5  
CA: \_\_\_\_\_

**Title System:** TORRENTS

**Purpose:** SUBDIVISION

Ref. Mfr: U7360-1.2.3

00 599377

PLAN OF SUBDIVISION OF LOT 1 IN  
D.R. 599377

Lengths are in metres. Production No. 1: 29 000  
BB/883

**FENNIE**  
**COY**

Locality: 51. FIVE'S  
MT. PLEASANT

COUNTY: CUMBERLAND

This is sheet 1 of my pad in <  
>Delete if inapplicable

DAVID CRAIG RADFORD

α-DEPI, AUTOMINIMALLY

expanding, thereby cutting their

**Practice Regulations, 1933 and Department of Lands and**

*David*

Abstracts of the Proceedings of the  
 Annual Meeting of the  
 American Society of  
 Plant Pathologists  
 1964

6 | Page

D.P. 599377

---

--	--

intention to dedicate p

restrictions as to user.

CONVEYANCING ACT.  
IT IS INTENDED TO

## RIGHT OF CARRIAGE

100

10

---

---

---

---

\_\_\_\_\_

•

---

---

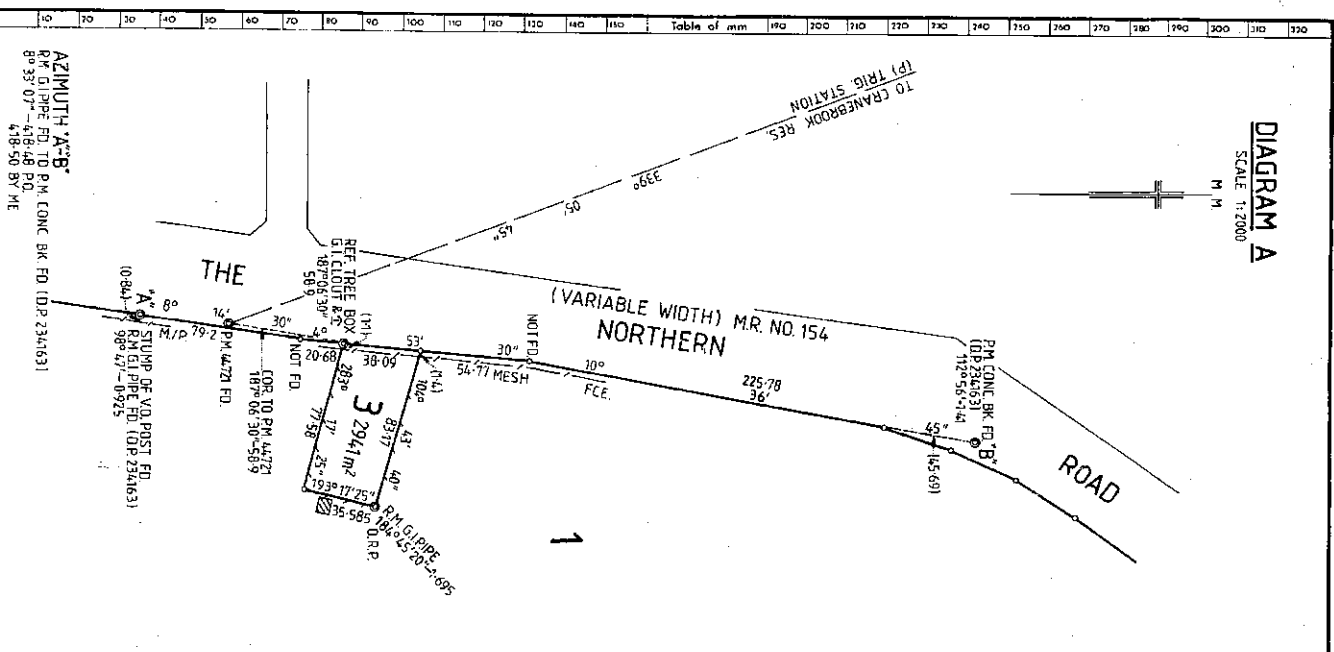
065	
-----	--

100

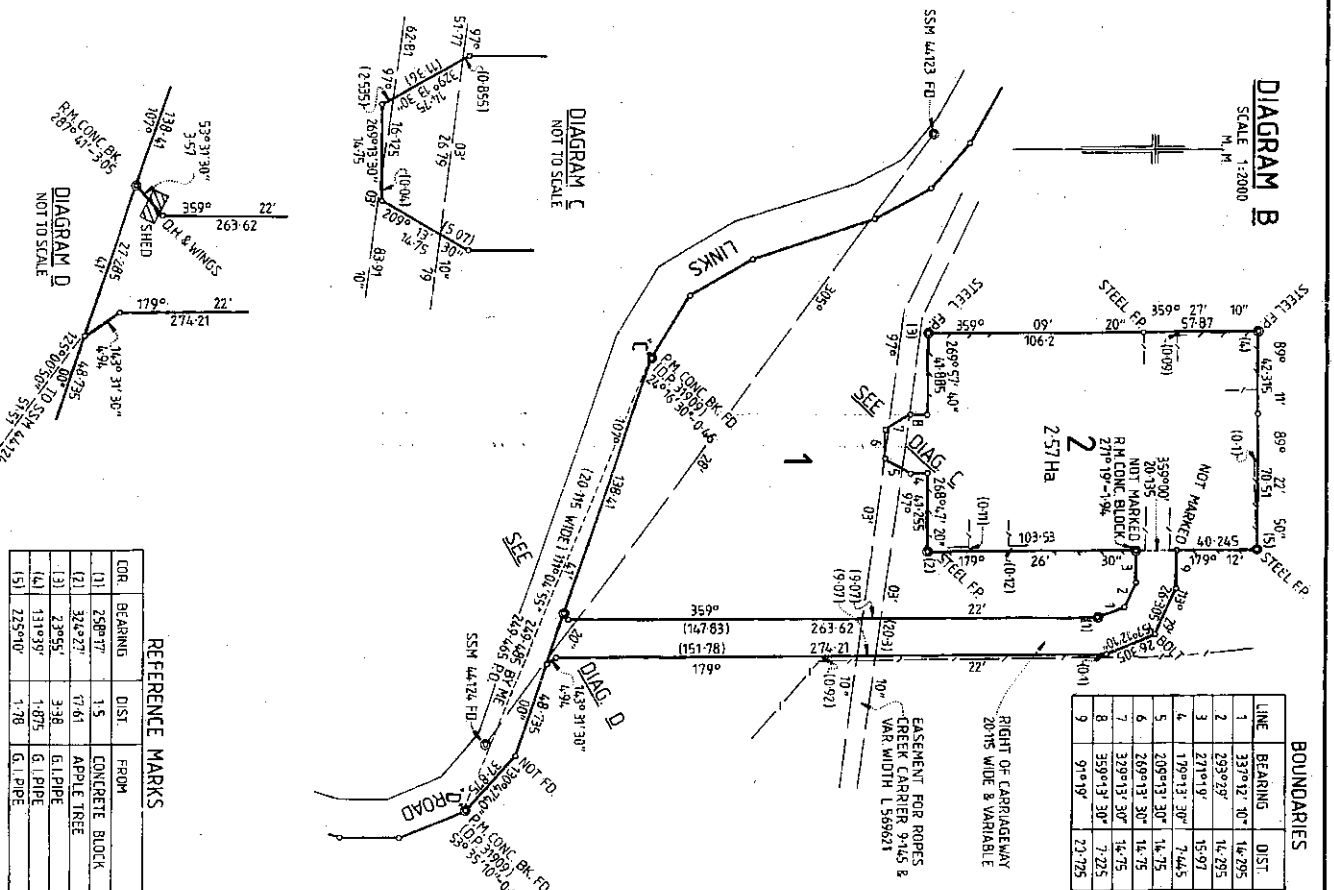
SURVEYOR'S REFERENCE: DEPT. ADMINISTRATIVE SERVICES, N.S.W. AUSLIG NEG. NO. 24694 N.S.W. MPD

**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

**DIAGRAM A**  
SCALE 1:2000



**DIAGRAM B**  
SCALE 1:2000



**BOUNDARIES**

LINE	BEARING	DIST.
1	337°12' 10"	16.295
2	293°29'	16.295
3	271°19'	15.971
4	179°13' 30"	7.445
5	209°13' 30"	16.75
6	269°13' 30"	16.75
7	329°13' 30"	16.75
8	359°13' 30"	7.225
9	91°19'	23.725

**REFERENCE MARKS**

COR.	BEARING	DIST.	FROM
(1)	258°17'	1.5	CONCRETE BLOCK
(2)	326°27'	17.61	APPLE TREE
(3)	22°55'	3.38	G.I. PIPE
(4)	131°39'	1.875	G.I. PIPE
(5)	225°10'	1.78	G.I. PIPE

**DP 789196**

Registered **NS 23.5.1999**

This is sheet 2 of my plan in 2 sheets

*David Haggart*

Surveyor registered under Surveyors Act 1929

88/883

This is sheet of the plan of Sheets covered by my Certificate No. of

Signatures and seals only.

Council Clerk

Reduction Ratio 1:2000

Lengths are in metres

DEPT ADMINISTRATIVE SERVICES, NSW AUSTRALIA

NSW AUSTRALIA

NSW AUSTRALIA

NSW AUSTRALIA

NSW AUSTRALIA

NSW AUSTRALIA

NSW AUSTRALIA

NSW AUSTRALIA

NSW AUSTRALIA

NSW AUSTRALIA

NSW AUSTRALIA

NSW AUSTRALIA

NSW AUSTRALIA

NSW AUSTRALIA

NSW AUSTRALIA

NSW AUSTRALIA

NSW AUSTRALIA

NSW AUSTRALIA

NSW AUSTRALIA

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

(Sheet 1 of 1 Sheet)

Lengths are in metres

PART 1

Plan: **DP789196**

Subdivision covered by Council  
Clerk's Certificate No.

Plan of Subdivision of Lot 1  
in DP 599377 being the land  
comprised in Certificate of  
Title Volume 13845 Folio 125.

Full Name and address of the  
Registered Proprietor of the  
land

The Commonwealth of Australia

1. Identity of Easement Firstly  
referred to in abovementioned  
plan

1. Right of Carriageway 20.115  
wide and variable

Schedule of Lots affected

Lot Burdened

±  
2

Lot Benefitted

±  
1


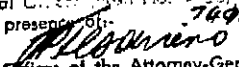


30 AUG 1989  
(Y454206)

PART 2

1. Terms of Easement firstly referred to in the abovementioned plan.

Right of Carriageway 20.115 wide and variable within the meaning of Section  
181A of the Conveyancing Act, 1919. (Schedule VIII Pt. I)

  
SIGNED for and on behalf of THE COMMONWEALTH  
OF AUSTRALIA by a person holding, acting as  
or performing the duties of the office of Principal  
Legal Officer (Person No. 7494) of the South Australia, in  
the presence of:  
  
An Officer of the Attorney-General's Department.

InfoTrack

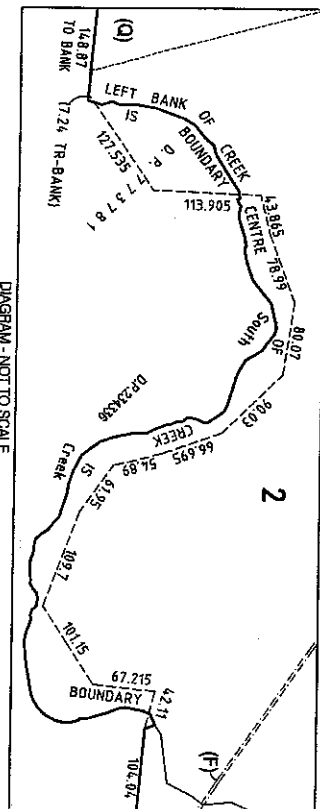
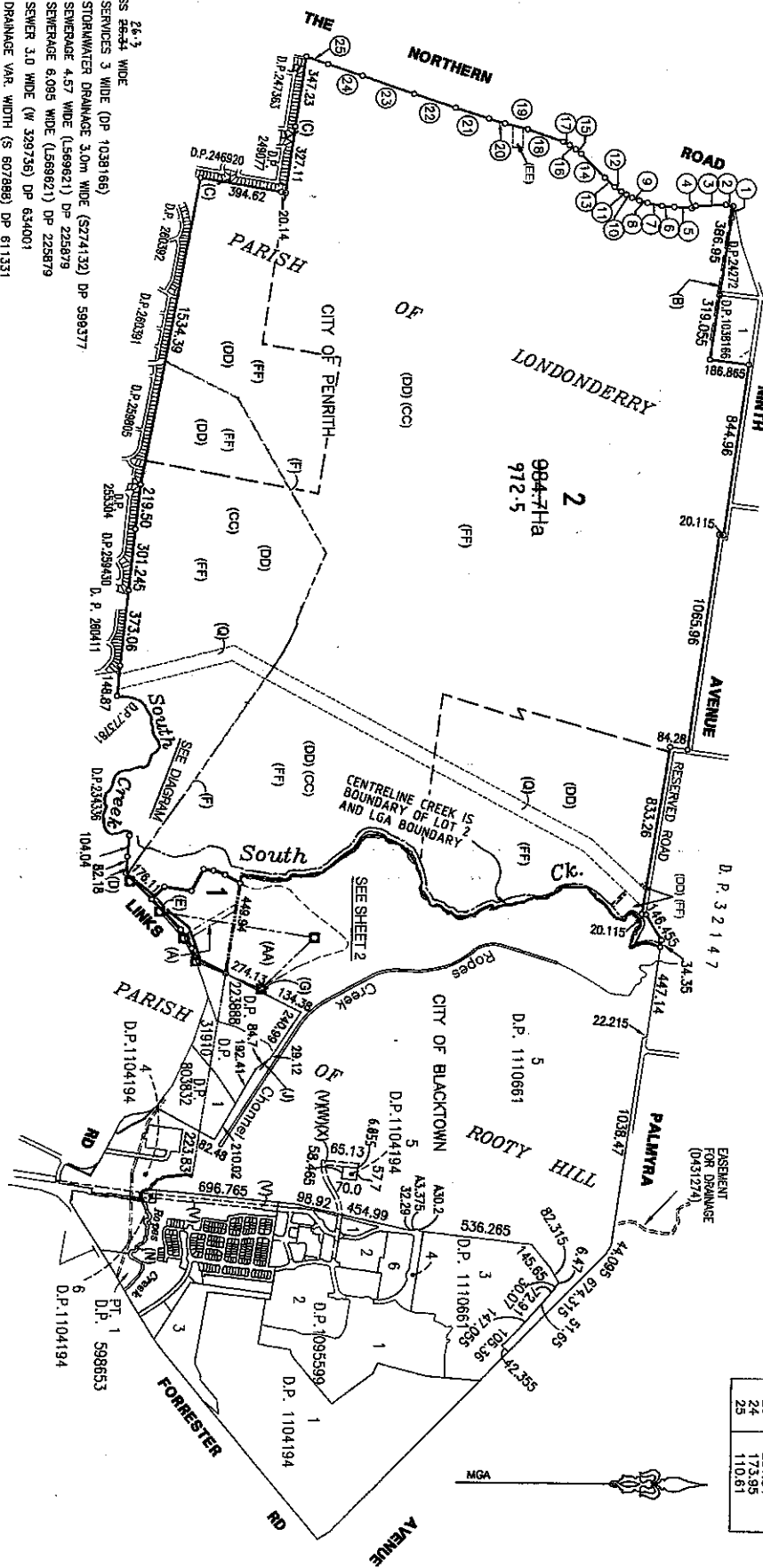


DIAGRAM - NOT TO SCALE

SURVEYORS (PRACTICE) REGULATIONS 2007 : CLAUSE 61(2)				
MARK	M&A	CO-ORDINATES	ORIGIN	CLASS
	EASTING	NORTHING		
PM 16712	22924.17	626573.659	SCMS	C
SSM 16712	22939.564	626573.659	SCMS	C
SSM 17932	22946.721	626449.221	SCMS	C
SSM 17932	22925.111	626449.221	SCMS	C
SSM 17934	22923.702	626449.221	SCMS	C
SSM 17934	22925.911	626449.221	SCMS	C
COMBINED SEA LEVEL SCALE FACTOR = 1.000113				
SOURCE: M&A CO-ORDINATES AND SCALE FACTOR ADOPTED FROM LIC ON THE 20th June 2007				

BENEFITTED BY:  
 (CC) EASEMENT FOR DRAINAGE 10.06 - D431274  
 (FF) EASEMENT FOR POWERLINE 9.145 WIDE - K780528  
 (DD) RIGHT OF CARRIAGEWAY 20.115 WIDE - D789196  
 (EE) EASEMENT FOR TRANSMISSION LINE 4.88 WIDE AND VARIABLE - L589620  
 (EE) EASEMENT FOR TRANSMISSION OF ELECTRICITY 4.88 WIDE - N324748

SCHEDULE OF SHORT BOUNDARIES	
NO	DISTANCE
1	56.825
2	36.825
3	142.955
4	21.172
5	53.957
6	70.725
7	41.725
8	37.745
9	30.46
10	28.6
11	38.335
12	65.215
13	163.06
14	34.785
15	34.785
16	34.785
17	34.785
18	180.09
19	113.54
20	79.2
21	167.145
22	208.385
23	261.54
24	173.95
25	110.61



- (a) RIGHT OF ACCESS 26.3 WIDE (DP 1038166)
- (b) EASEMENT FOR SERVICES 3 WIDE (DP 1038166)
- (c) EASEMENT FOR STORMWATER DRAINAGE 3.0m WIDE (S774132) DP 598377
- (d) EASEMENT FOR SEWERAGE 4.57 WIDE (L589621) DP 225879
- (e) EASEMENT FOR SEWERAGE 6.095 WIDE (L589621) DP 225879
- (f) EASEMENT FOR SEWER 3.0 WIDE (W 329736) DP 634001
- (g) EASEMENT FOR DRAINAGE VAR. WIDTH (S 807888) DP 611331
- (h) EASEMENT FOR SEWER 2.44 WIDE (L 790554) DP 633830
- (i) EASEMENT FOR TRANSMISSION LINE 70 WIDE (Y228360) DP 641320
- (j) EASEMENT FOR UNDERGROUND CABLES 20.5, 20.6, 22, 24.5 AND VARIABLE WIDTH
- (k) RIGHT OF ACCESS 18, 20.6, 22 AND VARIABLE WIDTH (DP104194) DP1104194
- (l) EASEMENT FOR SERVICES 18, 20.6, 22 AND VARIABLE WIDTH (DP104194)

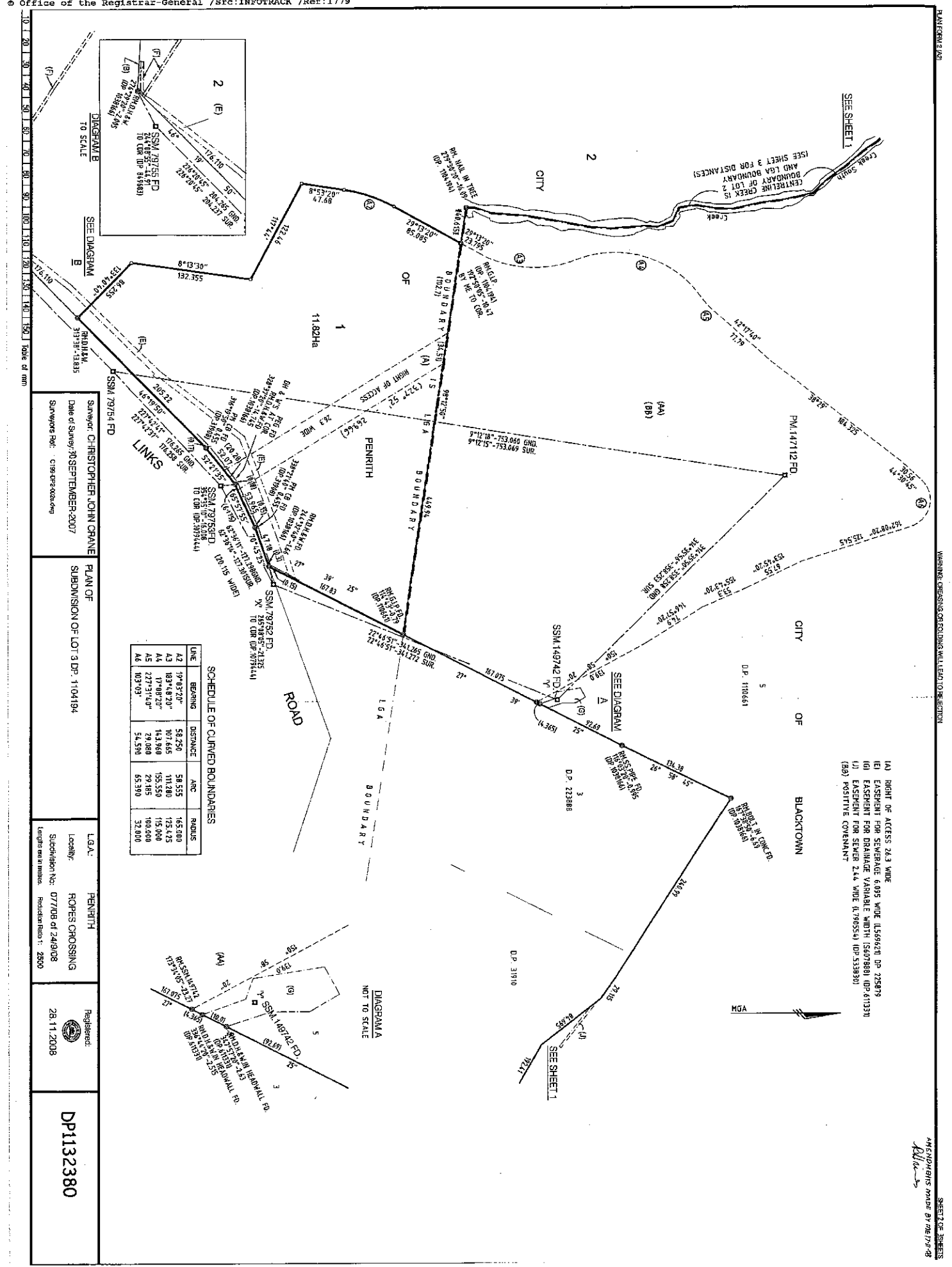
Surveyor: CHRISTOPHER JOHN CRANE  
 Date of Survey: 30 SEPTEMBER 2007  
 Surveyor Ref: C189-422-001-ndg  
 2007/01/01/01/01 PARTIAL SURVEY

PLAN OF  
 SUBDIVISION OF LOT 3 DP 1104194

LGA: PENRITH  
 Locality: ROPES CROSSING  
 Subdivision No: 077108 of 246/08  
 Length in m: 15000  
 Reduction Ratio: 1: 15000

Registered:  
 28.11.2008

DP1132380 P (E)



SCHEDULE OF CURVED BOUNDARIES

LINE	BEARING	DISTANCE	ARC	RADIUS
A2	19°03'20"	58.250	58.555	165.000
A3	88°44'02"	107.665	111.280	173.425
A4	17°08'20"	143.960	155.550	115.000
A5	227°31'40"	29.080	29.085	100.000
A6	003°03'	54.590	65.390	32.000

- (A) RIGHT OF ACCESS 26.3 WIDE
- (B) EASEMENT FOR SEWERAGE 6.095 WIDE (LS66621 DP 725879)
- (C) EASEMENT FOR DRAINAGE VARIABLE WIDTH (LS607881 DP 611337)
- (D) EASEMENT FOR SEWER 2.44 WIDE (L1706554 DP 533920)
- (E) POSITIVE COVENANT

Surveyor: CHRISTOPHER JOHN CRANE  
Date of Survey: 10 SEPTEMBER 2007  
Surveyors Ref: C196/07/00000000

PLAN OF  
SUBDIVISION OF LOT 3 DP 1104194

L.G.A.: PENRITH  
Locality: ROPES CROSSING  
Subdivision No: 077008 of 249008  
Length in metres: Perimeter: 11,280

Registered:  
28.11.2008

DP1132380

REVISIONS MADE BY 02/17/18  
SHEET OF 2 SHEETS



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

Property No: 792354  
Your Reference: 1779-#75414968#  
Contact No.

Issue Date: 03 December 2020  
Certificate No: 20/05613

Issued to: Infotrack  
D X 578  
SYDNEY

PRECINCT 030

**DESCRIPTION OF LAND**

**County:** CUMBERLAND

**Parish:** LONDONDERRY

**Location:** 11 Wallara Green JORDAN SPRINGS NSW 2747

**Land Description:** Lot 2409 DP 1201669

**- 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 No. 255 - Exempt and Complying Development, gazetted 24 March 2000, as amended, applies to land within the City of Penrith. (Note: This plan does not apply to the land to which Sydney Regional Environmental Plan No.30 - St Marys applies, except as provided by clause 43 of SREP No. 30 - St Marys.)

Penrith Local Environmental Plan No. 258 - Consent for Dwelling Houses and Other Development, gazetted 29 June 2001, 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).

Sydney Regional Environmental Plan No.30 - St Marys, gazetted 19 January 2001, as amended, applies to the land.

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

---

Under the terms of Sydney Regional Environmental Plan No 30 - St Marys the land is zoned **Urban zone**

- (1) The objectives of the Urban zone are:
  - (a) to ensure that buildings and works within the zone are primarily used for residential purposes and associated facilities, and
  - (b) to limit the range and scale of non-residential uses to ensure that they are compatible with residential amenity and primarily serve local residents, and
  - (c) to provide for local retailing and related services, including supermarkets, which will complement established centres in the Blacktown City and Penrith City local government areas and not have a significant adverse effect on the viability of established retail centres, and
  - (d) to provide for medium density residential development in locations which provide optimum access to employment, public transport and services, while ensuring residential amenity, and
  - (e) to promote home based industries where such activities are unlikely to adversely affect the living environment of neighbours, and
  - (f) to ensure that development adjacent to the Regional Park zone does not have a negative impact on biodiversity or conservation within that zone.
- (2) In the Urban zone:
  - (a) development for the purpose of the following is allowed with the consent of the consent authority:  
advertisements, amusement centres, backpackers' hostels, bed and breakfast establishments, boarding houses, bush fire hazard reduction, Centre-based child care facilities, clubs, community facilities, drains, educational establishments, essential community services, exhibition homes, exhibition villages, fast food take-away restaurants, flood mitigation works, general stores, guesthouses, home activities, home businesses, hospitals, hotels, housing, local retail or commercial premises, medical centres, motels, nursing homes, parks, places of assembly, places of worship, professional consulting rooms, public buildings, recreation establishments, recreation facilities, regeneration activities, restaurants, retail plant nurseries, roads, service stations, shops.
  - (b) any other development (except that identified by this plan as exempt or complying) is prohibited.

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.

State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.

State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).

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

---

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.

State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

***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.

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

Draft State Environmental Planning Policy (Infrastructure) 2007 applies to the land.

Draft State Environmental Planning Policy (Education Establishments and Child Care Centre Facilities) 2017 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.

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

---

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

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

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

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

**Penrith Local Environmental Plan No. 258 - Consent for Dwelling Houses and Other Development**  
In addition to any controls detailed above Penrith Local Environmental Plan No. 258 - Consent for Dwelling Houses and Other Development sets out further circumstances where development consent will be required for particular development. A copy of this LEP is attached.

*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.)

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

---

**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

---

***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**

Environmental Planning and Assessment Act, 1979

**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 and the item Noted below).

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

**(b) Other Public Authority Policies**

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

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

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

---

permitted within the City of Penrith.

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

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

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.)



**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

---

**14 DIRECTIONS UNDER PART 3A**

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

**15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING**

(Information is provided in this section only if:

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

**16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE**

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

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

(Information is provided in this section only if:

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

**18 PAPER SUBDIVISION INFORMATION**

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

**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**

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

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

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

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

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

(e) The land is the subject of site audit statements within the meaning of the Contaminated Land Management Act 1997 - copies of which have been provided to Council. These statements and one accompanying site audit report can be viewed at Council. Interested parties should satisfy themselves as to the content and subject of these documents.

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).

**22 STATE ENVIRONMENTAL PLANNING POLICY – WESTERN SYDNEY AEROTROPOLIS 2020**

The land may be subject to additional planning considerations under State Environmental Planning Policy (Western Sydney Aerotropolis) 2020):

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

**PLANNING CERTIFICATE UNDER SECTION 10.7**

**Environmental Planning and Assessment Act, 1979**

---

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.

**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.

## Attachment

# Penrith Local Environmental Plan No 258 - Consent for Dwelling Houses and Other Development

### 1 Name of plan

This plan is *Penrith Local Environmental Plan No 258 - Consent for Dwelling Houses and Other Development*.

### 2 Aims of plan

This plan aims to:

- (a) require development consent for dwelling houses on residentially zoned land within the City of Penrith, and
- (b) require development consent for dwelling houses on land within the Non-urban zone under the *Penrith Planning Scheme Ordinance* and on land within the Special Business zone under *Penrith Local Environmental Plan 1997 (Penrith City Centre)*, and
- (c) require development consent for dwelling houses attached to and used in conjunction with shops on land within the Neighbourhood Business zone under the *Penrith Planning Scheme Ordinance*, and
- (d) require development consent for the following:
  - (i) the erection of a building or structure ordinarily associated with a dwelling house,
  - (ii) a change of building use,

**Note.** At the commencement of this plan, a **change of building use** meant a change of use of a building from a use that the *Building Code of Australia* recognises as appropriate to one class of building to a use that the *Building Code of Australia* recognises as appropriate to a different class of building.

- (iii) demolition of a building or structure,
- (iv) carrying out structural alterations to a building, internal alterations to a building, or external building work in association with business premises, a bed and breakfast establishment, office premises, commercial premises or take away food shops,
- (v) the subdivision of land,

to the extent to which such development does not already require development consent because of another environmental planning instrument in order to be carried out.

### 3 Land to which plan applies

This plan applies to all land within the City of Penrith.

### 4 Relationship to other environmental planning instruments

- (1) In the event of an inconsistency between this plan and any other local environmental planning instrument or deemed environmental planning instrument, this plan shall prevail to the extent of the inconsistency, subject to section 36 (4) of the Act.
- (2) This plan amends:
  - (a) *Penrith Planning Scheme Ordinance* in the manner set out in Schedule 1,
  - (b) *Penrith Local Environmental Plan 1997 (Penrith City Centre)* in the manner set out in Schedule 2, and
  - (c) *Penrith Local Environmental Plan 1998 (Urban Land)* in the manner set out in Schedule 3.
- (3) This plan does not affect the application of:
  - (a) *State Environmental Planning Policy No 3 - Castlereagh Liquid Waste Disposal Depot*,

- (b) *State Environmental Planning Policy No 27 - Prison Sites,*
  - (c) *Sydney Regional Environmental Plan No 9 - Extractive Industry,*
  - (d) *Sydney Regional Environmental Plan No. 11 - Penrith Lakes Scheme,*
  - (e) *Sydney Regional Environmental Plan No 20 - Hawkesbury-Nepean River (No 2-1997),*
  - (f) *Sydney Regional Environmental Plan No 30 - St Marys, or*
  - (g) *Penrith Local Environmental Plan No 255 - Exempt and Complying Development,*
- to land to which this plan applies.

## 5 Definitions

- (1) In this plan:

**a building or structure ordinarily associated with a dwelling house** means a garage, carport, pergola, swimming pool, and the like, and includes alterations and additions to an existing dwelling house.

**change of building use** has the same meaning as in the Act.

**Note.** At the commencement of this plan, a **change of building use** meant a change of use of a building from a use that the *Building Code of Australia* recognises as appropriate to one class of building to a use that the *Building Code of Australia* recognises as appropriate to a different class of building.

**dwelling** means a room or number of rooms occupied or used, or so constructed or adapted as to be capable of being occupied or used, as a separate domicile.

**dwelling house** means a dwelling which is the only dwelling erected on an allotment of land.

**subdivision of land** has the same meaning as in the Act.

**the Act** means the *Environmental Planning and Assessment Act 1979*.

- (2) The list of contents and notes in this plan are not part of this plan.

## 6 Dwelling houses require development consent

- (1) The erection of a dwelling house must not be carried out without development consent.
- (2) This clause applies to residentially zoned land within the City of Penrith.
- (3) This clause applies if the development:
  - (a) does not require development consent because of another environmental planning instrument, and
  - (b) is not prohibited by another environmental planning instrument.

## 7. Miscellaneous development that requires development consent

- (1) The following development must not be carried out without development consent:
  - (a) erection of a building or structure ordinarily associated with a dwelling house, or
  - (b) development that results in a change of building use, or
  - (c) demolition of a building or structure, or
  - (d) structural, internal or external building work in association with business premises, a bed and breakfast establishment, office premises, commercial premises or take away food shops.
- (2) This clause applies if the development:
  - (a) does not require development consent because of another environmental planning instrument, and
  - (b) is not prohibited by another environmental planning instrument, and

- (c) is not identified in *Penrith Local Environmental Plan No 255 - Exempt and Complying Development* as exempt development, and
- (d) does not involve Crown building work as defined in section 116G of the Act.

## **8 Subdivisions require development consent**

- (1) A subdivision of land must not be carried out without development consent.
- (2) This clause applies if the subdivision of land:
  - (a) does not require development consent because of another environmental planning instrument, and
  - (b) is not prohibited by another environmental planning instrument, and
  - (c) is not identified in *Penrith Local Environmental Plan No 255 - Exempt and Complying Development* as exempt development, and
  - (d) does not involve Crown building work as defined in section 116G of the Act.

# **Schedule 1      Amendment of Penrith Planning Scheme Ordinance**

(Clause 4 (2) (a))

## **[1]      Clause 4 Interpretation**

Omit the definition of *Country dwelling*.

## **[2]      Clause 26 Erection or use of buildings or works**

Omit "country dwellings;" from Column III for Zone No 1 of the Table to the clause.

## **[3]      Clause 26, Table**

Omit "dwelling-houses other than country dwellings and rural dwellings;" from Column V for Zone No. 1.

## **[4]      Clause 26, Table**

Omit "Dwelling-houses other than semi-detached and terrace buildings." from Column III for Zone No 2(a).

## **[5]      Clause 26, Table**

Omit "Residential buildings." from Column III for Zone No 2 (b).

## **[6]      Clause 26, Table**

Omit "Dwelling-houses other than semi-detached or terrace buildings." from Column III for Zone No 2 (c).

## **[7]      Clause 26, Table**

Omit "dwelling-houses attached to and used in conjunction with shops" from Column III for Zone No 3 (c).

## **[8]      Clause 26, Table**

Omit "Purposes" from Column IV for Zone No 3(c).

Insert instead "Buildings or other structures ordinarily associated with dwelling houses; changes of building use (as defined in the *Environmental Planning and Assessment Act 1979*); dwelling-houses attached to and used in conjunction with shops; demolition of buildings or other structures; land uses and premises".

## **[9]      Clause 26, Table**

Insert "; structural or internal alterations to, or external building work in association with, commercial premises or refreshment rooms" after "roads" in Column IV for Zone No 3(c).

## **[10]      Clause 38 Development in residential zones**

Omit the clause.

## **[11]      Clause 46 Variation of area required for country dwelling**

Omit the clause.

## Schedule 2    Amendment of Penrith Local Environmental Plan 1997 (Penrith City Centre)

(Clause 4 (2) (b))

**[1]    Clause 9 Zone objectives and development control table**

Omit from item (b) (i) **Without development consent** for Zone No 2 (f) in the Development Control Table:

- dwelling-houses

**[2]    Clause 9, table**

Insert in alphabetical order in item (b) (ii) **Only with development consent** for Zone No 2 (f):

- buildings or other structures ordinarily associated with dwelling-houses
- demolition of buildings or other structures
- dwelling-houses

**[3]    Clause 20 Development of land within Zone No 3 (a)**

Insert “where the new use does not involve structural or internal alterations or external buildings works” after the words “or take away food shops”.

## Schedule 3    Amendment of Penrith Local Environmental Plan 1998 (Urban Land)

(Clause 4 (2) (c))

**[1]    Clause 9 Zone objectives and development control table**

Omit wherever occurring from item (b) (i) **Without development consent** for Zones Nos 2 (a1), 2 (a), 2 (b), 2 (c), 2 (d) and 2 (e) in the Development Control Table:

- dwelling houses

**[2]    Clause 9, table**

Insert in alphabetical order in item (b) (ii) **Only with development consent** for Zones Nos 2 (a1), 2 (a), 2 (b), 2 (c), 2 (d) and 2 (e):

- buildings or other structures ordinarily associated with dwelling houses
- changes of building use (as defined in the Act)
- demolition of buildings or other structures
- dwelling houses
- internal structural work in bed and breakfast establishments

**[3]    Clause 9, table**

Insert in alphabetical order in item b (ii) **Only with development consent** for Zones Nos 2 (r) and 2 (r1):

- buildings or other structures ordinarily associated with dwelling houses
- changes of building use (as defined in the Act)
- demolition of buildings or other structures
- structural or internal alterations to bed and breakfast establishments

**[4]    Clause 9, table**

Insert in alphabetical order in item (b) (ii) **Only with development consent** for Zone No 3 (f):

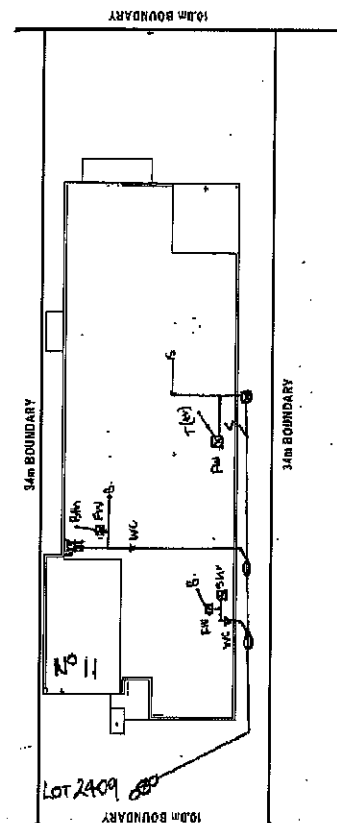
- changes of building use (as defined in the Act)
- demolition of buildings or other structures
- external building work associated with an existing land use carried out with consent
- structural or internal alterations to a building or other structure erected with consent or building approval





## SEWERAGE SERVICE DIAGRAM

ADDRESS: No. 11 WALLARA GREEN, JORDAN SPRINGS				LICENCE No: L 9843		LICENCE No:	
SUBURB: JORDAN SPRINGS		COUNCIL: PENRITH CITY COUNCIL		PERMIT/COC No: E035606		PERMIT/COC No:	
POSTCODE: 2747	LOT No: 2409	DP No: 1201669	SECTION No: ####	SIGNATURE: S. Wacey	DATE: 16.3.16	SIGNATURE:	DATE:



WALLARA GREEN

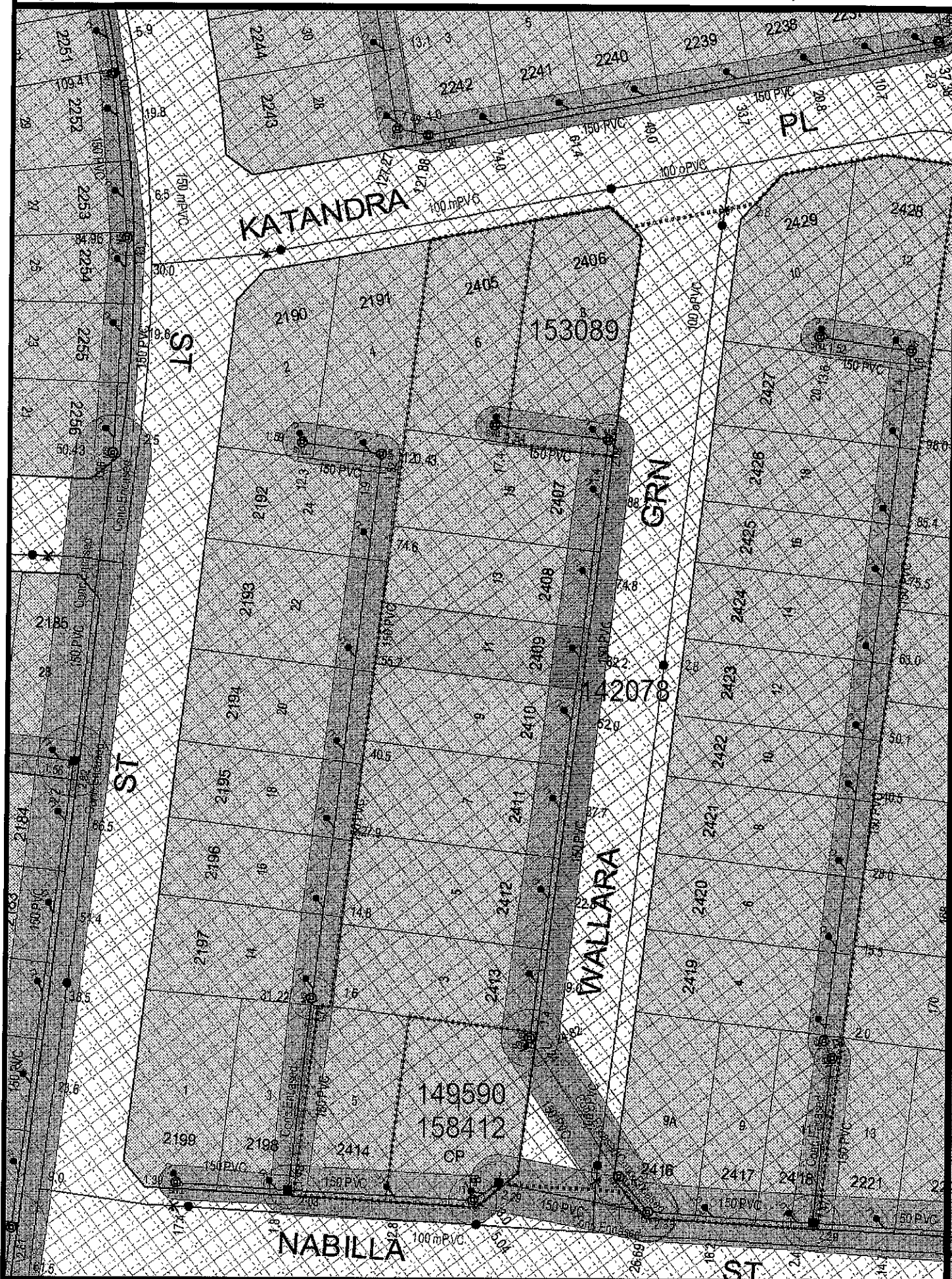
SCALE: 1:200

## SYMBOLS AND ABBREVIATIONS

AAV	AIR ADMITTANCE VALVE	BS	SINK (BAR)	⊗	BOUNDARY TRAP	Ch	CHAMBER	⊗	BOUNDARY VALVE
B	BASIN	Tr(L)	TROUGH (LAUNDRY)	⊗	INSPECTION SHAFT	Pit	PIT	⊗	MANHOLE
Bth	BATH WASTE	WC	WATER CLOSET	⊗	INSPECTION OPENING	G	GREASE INTERCEPTOR	---	ASSUMED DRAINAGE
Bid	BIDET	○ Vert	VERTICAL PIPE	⊗ ORG	GULLY	⊗	PUMP UNIT	RU	RISING MAIN
CO	CLEAN OUT	○ WS	WASTE STACK	⊗	FW	OTS	ON-SITE TREATMENT SYSTEM	TW	TRADE WASTE
FW	FLOOR WASTE GULLY	○ SVP	SEWER VENT PIPE	⊗	VERTICAL JUNCTION	⊗ R	REFLUX VALVE	● FP	FLUSHING POINT
Shr	SHOWER	○ V	VENT PIPE	⊗	SLOPED JUNCTION	⊗ Sealed	CAPPED POINT	DWM	DISHWASHING MACHINE
S	SINK (KITCHEN)	IPMF	INDUCT PIPE MICA FLAP	⊗	ON BACK JUNCTION	○ Prox	PROVISIONAL (FUTURE) DRAIN POINT	CWM	CLOTHES WASHING MACHINE

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





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.

