

Contract for the sale of land – 2005 edition

TERM			MEANING OF TERM
Vendor's agent	Stanton & Taylor First National Mark Clissold 371 High Street, Penrith, NSW 2750, Australia	Phone 0247312899 Fax 0247259630	
Co-agent			
Vendor	Robert Kingston 8/45-47 Victoria Street, Werrington, NSW 2747, Australia		
Vendor's Solicitor	Taylor & Co Legal Michael J Taylor 369 High Street Penrith, NSW 2750, Australia DX: 8056 Penrith	Phone 0247259610 Fax 0247259630	
Completion date	42 days after the contract date (clause 15)		
Land (Address, plan details and title reference)	8/45-47 Victoria Street, Werrington, 2747 Registered Plan Lot 8 in Plan Number: SP8398	Folio Identifier 8/SP8398	
Tenancy	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies		
Improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace 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 type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> TV antenna
	other:			
Exclusions				
Purchaser				
	ACN	ABN		
Purchaser's solicitor			Phone	
			Fax	
Price	\$			
Deposit	\$			
Balance	\$	(10% of the price, unless otherwise stated)		
Contract date	(if not stated, the date this contract was made)			

Vendor		Witness
	GST AMOUNT (optional) The price includes GST of: \$	
Purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	Witness

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

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

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

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

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

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number	
Name: Stanton & Taylor Strata Management	Phone: 0247212444
Address: 1/314 High Street Penrith, NSW 2750	

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 24 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 25 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i>
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 27 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 28 strata management statement
<input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)	<input type="checkbox"/> 29 leasehold strata - lease of lot and common property
<input type="checkbox"/> 7 section 149(5) information included in that certificate	<input type="checkbox"/> 30 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 8 sewerage connections diagram	<input type="checkbox"/> 31 plan creating neighbourhood property
<input type="checkbox"/> 9 sewer mains diagram	<input type="checkbox"/> 32 neighbourhood development contract
<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"/> 33 neighbourhood management statement
<input type="checkbox"/> 11 section 88G certificate (positive covenant)	<input type="checkbox"/> 34 property certificate for precinct property
<input type="checkbox"/> 12 survey report	<input type="checkbox"/> 35 plan creating precinct property
<input type="checkbox"/> 13 section 317A certificate (certificate of compliance)	<input type="checkbox"/> 36 precinct development contract
<input type="checkbox"/> 14 building certificate given under <i>legislation</i>	<input type="checkbox"/> 37 precinct management statement
<input type="checkbox"/> 15 insurance certificate (Home Building Act 1989)	<input type="checkbox"/> 38 property certificate for community property
<input type="checkbox"/> 16 brochure or note (Home Building Act 1989)	<input type="checkbox"/> 39 plan creating community property
<input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1982)	<input type="checkbox"/> 40 community development contract
<input type="checkbox"/> 18 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 41 community management statement
<input type="checkbox"/> 19 other document relevant to tenancies	<input type="checkbox"/> 42 document disclosing a change of by-laws
<input type="checkbox"/> 20 old system document	<input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 21 Crown tenure card	<input type="checkbox"/> 44 document disclosing a change in boundaries
<input type="checkbox"/> 22 Crown purchase statement of account	<input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)
<input type="checkbox"/> 23 Statutory declaration regarding <i>vendor duty</i>	

WARNINGS

- 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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

If you think that any of these matters affects the property, tell your solicitor.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- 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.
- The purchaser will usually have to pay stamp duty on this contract. The sale will also usually be a vendor duty transaction. If duty is not paid on time, a party may incur penalties.
- If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
- The purchaser should arrange insurance as appropriate.

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 or mediation (for example mediation under the Law Society Mediation Guidelines).

AUCTIONS

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

Special conditions

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

Amendments

1. Clauses 1-29 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 9 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.

Conditions of sale by auction

2. 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.
3. 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.
4. 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 2A, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; 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'.
- 2A. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a 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

5. 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

6. 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

7. 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.

8. 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.

Late completion

9. 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.
10. 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

11. 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

12. 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.
13. 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.

Settlement

14. Should there be any discrepancies or contradictions between these special conditions and the standard clauses of the contract then these special conditions shall prevail.

GLOBALX INFORMATION PTY LTD
 Level 6, 410 Ann Street, Brisbane QLD 4001. Phone: 1300 885 662 Fax: 1300 727 565
<http://www.globalx.com.au>

Note: Information contained in this document is provided by GlobalX Information Pty Ltd (ABN 99 073 436 414)
www.globalx.com.au an approved broker.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 8/SP8398

SEARCH DATE	TIME	EDITION NO	DATE
31/1/2014	10:40 AM	6	28/11/2003

LAND

LOT 8 IN STRATA PLAN 8398
 AT WERRINGTON
 LOCAL GOVERNMENT AREA PENRITH

FIRST SCHEDULE

ROBERT ALBERT DAVID KINGSTON (T 8293277)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP8398
- 2 AA202646 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

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

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Taylor & Co Legal

PRINTED ON 31/1/2014

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* ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE

WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.
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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP8398

SEARCH DATE	TIME	EDITION NO	DATE
31/1/2014	10:41 AM	1	12/11/2013

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 8398
 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT WERRINGTON
 LOCAL GOVERNMENT AREA PENRITH
 PARISH OF LONDONDERRY COUNTY OF CUMBERLAND
 TITLE DIAGRAM SHEET 1 SP8398

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 8398
 ADDRESS FOR SERVICE OF NOTICES:
 STANTON & TAYLOR STRATA MANAGEMENT
 FIRST FLOOR, 314 HIGH STREET
 PENRITH
 NSW 2750

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 1 STRATA SCHEMES MANAGEMENT ACT 1996
- 3 N729625 EASEMENT FOR ELECTRICITY PURPOSES AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 ATTENTION IS DIRECTED TO CLAUSE 3 SCHEDULE 4 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 REGARDING BOUNDARIES BETWEEN LOTS AND COMMON PROPERTY IN STRATA SCHEMES REGISTERED BEFORE 1-7-1974

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 52)

STRATA PLAN 8398

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 2	2	- 3	3	- 3	4	- 3
5	- 3	6	- 3	7	- 3	8	- 3
9	- 3	10	- 2	11	- 3	12	- 3
13	- 3	14	- 3	15	- 3	16	- 3
17	- 3	18	- 3				

END OF PAGE 1 - CONTINUED OVER

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP8398

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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RP 13A



REGISTRATION
 29 MAY 1974

N 7 2 9 6 2 5

NEW

14 FEB 1974 PM 3:20
 =03.00
 STAMP DUTY 1969

OFFICE USE ONLY
 7.5/11
 2/11

MEMORANDUM OF TRANSFER
 REAL PROPERTY ACT, 1900

This form is for use where the short form of transfer is available.
 Typewriting and handwritting should be clear, legible and in permanent black non-erasing ink. No alterations should be made by ensuring the words subject must be read through and verified by signature or initials in the margin.

(a) MARVER PTY. LTD. and TRIMEN BUILDING CO. PTY. LIMITED

hereinafter referred to as the TRANSFEROR

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

(c) If a less estate exists out in fee simple and add appropriate estate.

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

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

(c) Subject to the provisions of Section 604 of the Local Government Act, 1919.
 Mortgage N490556 to Industrial Acceptance Corporation Limited.

In consideration of ONE DOLLAR

(\$ 1.00)

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

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

and grants hereby transfers to

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

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

Subj. Consent of Municipal Council
 hereinafter referred to as the TRANSFEEE

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

in the land described in the following schedule

of lot and plan number. See Sections 227 and 227A Local Government Act, 1919.

Reference to title		Whole or Part	Description of land if part only ^(f)	County	Parish
Volume	Folio				
<u>12242</u>	<u>132</u>	<u>WHOLE</u>	Being that area of land shown as	<u>CUMBERLAND</u>	<u>LONDONDERRY</u>
"Proposed Easement for Electricity Purposes" on the plan annexed hereto marked with the letter "A" and being part of Lot 90 in Deposited Plan 1573.					

K 1100

BY 457-S

RULE UP ALL BLANKS

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

(a) Here insert any restrictive covenants, exceptions, reservations, conditions, and other provisions, to be inserted in the conveyance, in the space provided for that purpose, of the same size and of paper as this form. A binding of 1/2 inch or more of not less than 1/2 inch should be used. Each additional sheet should be signed by the parties to the conveyance, with the original, without

PLAN FORM 1

WARNING: CREASIN

Council Clerk's Certificate	Surveyor's Certificate
<p>I hereby certify that -</p> <p>(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and</p> <p>(b) the requirements of section 348 of the Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended, Hunter District Water, Sewerage, and Drainage Act, 1938, as amended,</p> <p>have been complied with by the applicant in relation to the proposed (Insert "new road", "subdivision" or "consolidated lot") set out herein</p> <p>Subdivision No.</p> <p>Date</p> <p>(Signature) Council Clerk</p> <p><i>*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board. †Delete if inapplicable.</i></p>	<p>HUGH CAMPBELL McCUBBEN of THE PROSPECT COUNTY COUNCIL of SMITH ST PARRAMATTA</p> <p>a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan WAS COMPILED FROM D.P. 1573</p> <p>is accurate and has been made (1) by me (2) under my immediate supervision in accordance with the Surveyors Regulations, 1939, and was completed on 1</p> <p>Signature <i>Hugh Campbell McCubben</i> 28/11/74</p> <p>Surveyor registered under Surveyors Act, 1929, as amended. Datum Line of Azimuth. *Strike out either (1) or (2). Insert date of survey.</p>

Signatures, seals and statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

This is the annexure marked "A" referred to in Memorandum of Transfer of even date herewith made between MARVER PTY. LTD. & TRIMEN BUILDING CO. PTY. LIMITED and THE PROSPECT COUNTY COUNCIL.
 DATED 28th day of May, 1974.

The Common Seals of MARVER PTY. LTD. and TRIMEN BUILDING CO. PTY. LIMITED were hereunto affixed by order of the Boards and in the presence of:



M. Jones
 Director



John DeLtron
 Secretary

Agreed (K.F. Taggart)
 Solicitor for the Applicants
 whose signature cannot be obtained without delay

The OFFICIAL SEAL of INDUSTRIAL ACCEPTANCE CORPORATION LIMITED was hereunto affixed by and in the presence of the persons whose signatures appear hereunder, pursuant to the Authority for the Issue and Use of the Official Seal in New South Wales of INDUSTRIAL ACCEPTANCE CORPORATION LIMITED dated the 14th April, 1967 registered under Miscellaneous Register No. 93329 and Permanently Deposited at the Land Titles Office Sydney (each of such persons being the Holder for the time being of the office designated beneath his signature) and who hereby certify that such Seal was hereunto affixed on the 28th day of May 1974 at Sydney.



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

Sturway
 Manager - General Finance Division
 Industrial Acceptance Corporation Limited

10	20	30	40	50	60	Table of mm	100	110	120	130	140	150	160	170
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FILE : 90/W4/1

SURVEYOR'S REFERENCE : R.P. 1021

OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

PLAN OF PROPOSED EASEMENT FOR ELECTRICITY PURPOSES
 WITHIN LOT 90 D.P. 1573

N729625

Mon./State City : PENRITH Locality: WERRINGTON
 Parish: LONDONDERRY County: CUMBERLAND
 Reduction Ratio 1: 1000 Lengths are in metres

Registered:

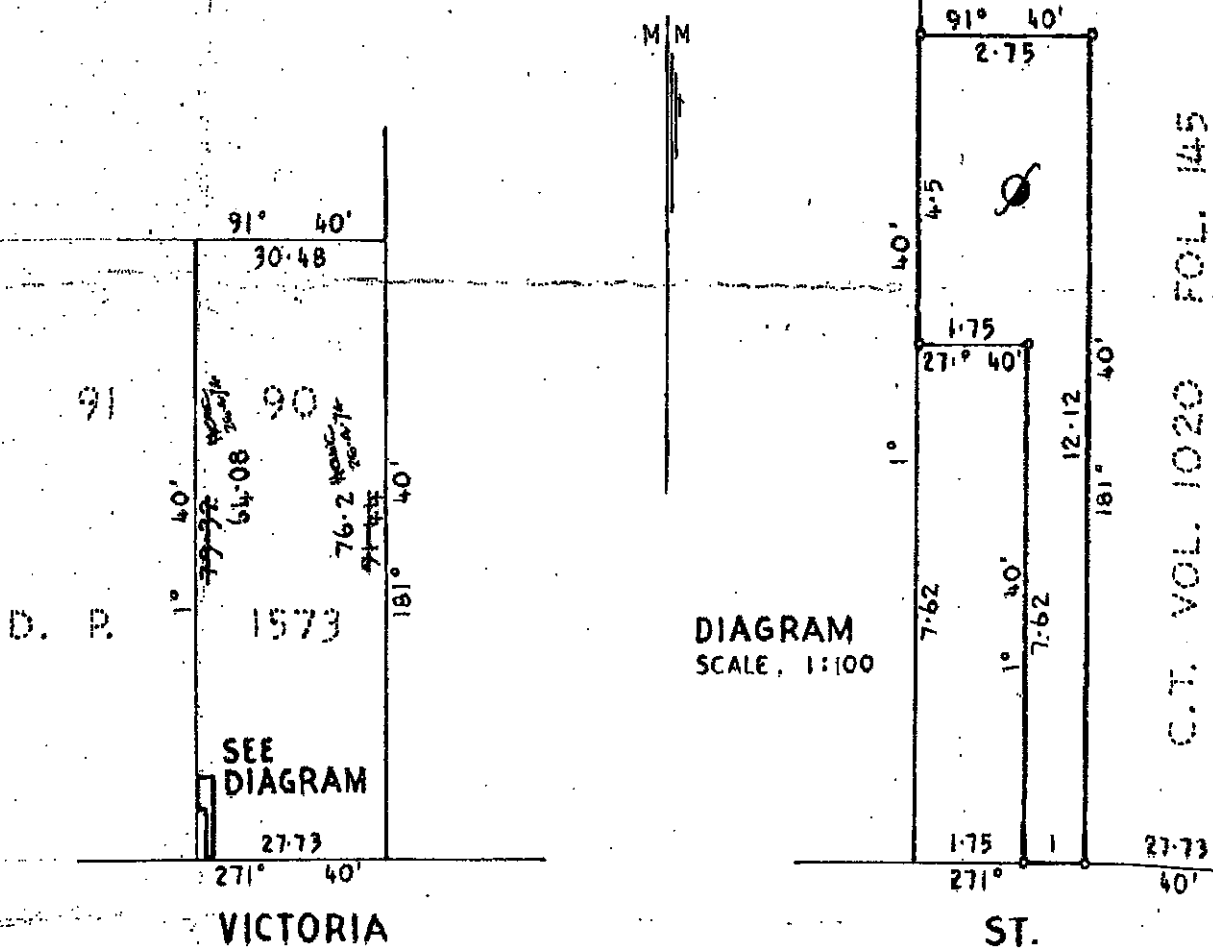
C.A.:

Title System:

Purpose:

Ref. Map:

Last Plan:

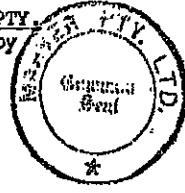


PROPOSED EASEMENT FOR ELECTRICITY PURPOSES

Plan Drawing only to appear in this space

Dated at Adley this first day of February 1977

The Common Seal of **MARVER PTY. LTD.** was hereunto affixed by order of the Board and in the presence of:



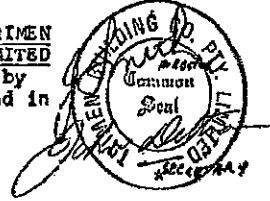
(b) Signed in my presence by the transferor who is personally known to me

Signature of witness

Name of witness (BLOCK LETTERS)

Qualification of witness

The Common Seal of **TRIMEN BUILDING CO. PTY. LIMITED** was hereunto affixed by order of the Board and in the presence of:



SIGNED for and on behalf of

THE PROSPECT COUNTY COUNCIL:

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

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

Signature of witness

Name of witness (BLOCK LETTERS)

Address of witness

Approved (K. FITZGERALD)
 solicitor for the Transferee
 whose signature is cannot be obtained without delay. *Henry Paul*

R 1169 BY 4974

INDUSTRIAL ACCEPTANCE CORPORATION LIMITED (as Mortgagee) hereby consent to the registration of the within Memorandum of Transfer.

The OFFICIAL SEAL OF INDUSTRIAL ACCEPTANCE CORPORATION LIMITED was hereunto affixed by and in the presence of the persons whose signatures appear hereunder pursuant to the Authority for the Issue and Use of the Official Seal in New South Wales of INDUSTRIAL ACCEPTANCE CORPORATION LIMITED dated the 14th April, 1957 registered under Miscellaneous Provisions No. 9257 and Permanently Deposited at the Land Titles Office Sydney (each of such persons being the Statutor for the time being of the office designated beneath his signature) and who hereby certify that such Seal was hereunto affixed on the



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

State Sales Manager
 Industrial Acceptance Corporation Limited

1st day of February 1977

6/1/77
 2/2/77
 2/3/77

DEPARTMENTAL USE ONLY N729625 TRANSFER and GRANT of EASEMENT for ELECTRICITY PURPOSES.		TO BE COMPLETED BY LODGING PARTY Lodged by D.C. MACLAREN & CO. SOLICITORS Address: MERRYLANDS ROAD, MERRYLANDS 2160 Phone No.: 637.0473 Documents lodged herewith 01	
Checked <i>OK</i> / <i>HP</i> Passed <i>HP</i> 6-6-74 Signed <i>[Signature]</i>	REGISTERED 12-6-1974 <i>[Signature]</i> Registrar General	1 _____ 2 _____ 3 _____ 4 _____ 5 _____	Received Documents _____ Receiving Clerk <i>[Signature]</i>
e. T with S. P. B. 31F M. P. D.		AUTHORITY FOR USE OF INSTRUMENT OF TITLE ⁽¹⁾ Authority is hereby given for the use of _____ _____ lodged (insert reference to certificates, grants or dealings) in connection with _____ for the (insert number of plan or dealing) registration of this dealing and for delivery to _____ _____ (BLOCK LETTERS) _____ Signature _____ Name (BLOCK LETTERS)	
MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY (To be signed at the time of executing the within dealing) The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within dealing. Signed at the _____ day of _____ 19 ____		_____ Signature of attorney _____ Signature of witness	
CERTIFICATE OF J.P. &c. TAKING DECLARATION OF ATTESTING WITNESS ⁽²⁾ I certify that _____ the attesting witness to this dealing, appeared before me at the _____ day of _____ 19 ____ and declared that he personally knew _____ _____ the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____ _____ is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.		_____ Signature _____ Name (BLOCK LETTERS) _____ Qualification	

(1) Unless the instrument of title has been lodged by the person lodging the dealing, or its use has been authorized previously, the instrument must be furnished by the person otherwise entitled to delivery of the certificate of this grant etc.

(2) Not required where dealing attested in accordance with note (b); in other cases to be signed by one of the persons referred to in note (b).

D

(a) State if whole or part.
 (b) Refer to number of Lot, Allotment, or Portion and to the Deposited Plan, Towny, or as the case may be.

Parcel comprises (a) WHOLE of (b) LOT 90, SECTION F, D.P. 1573.

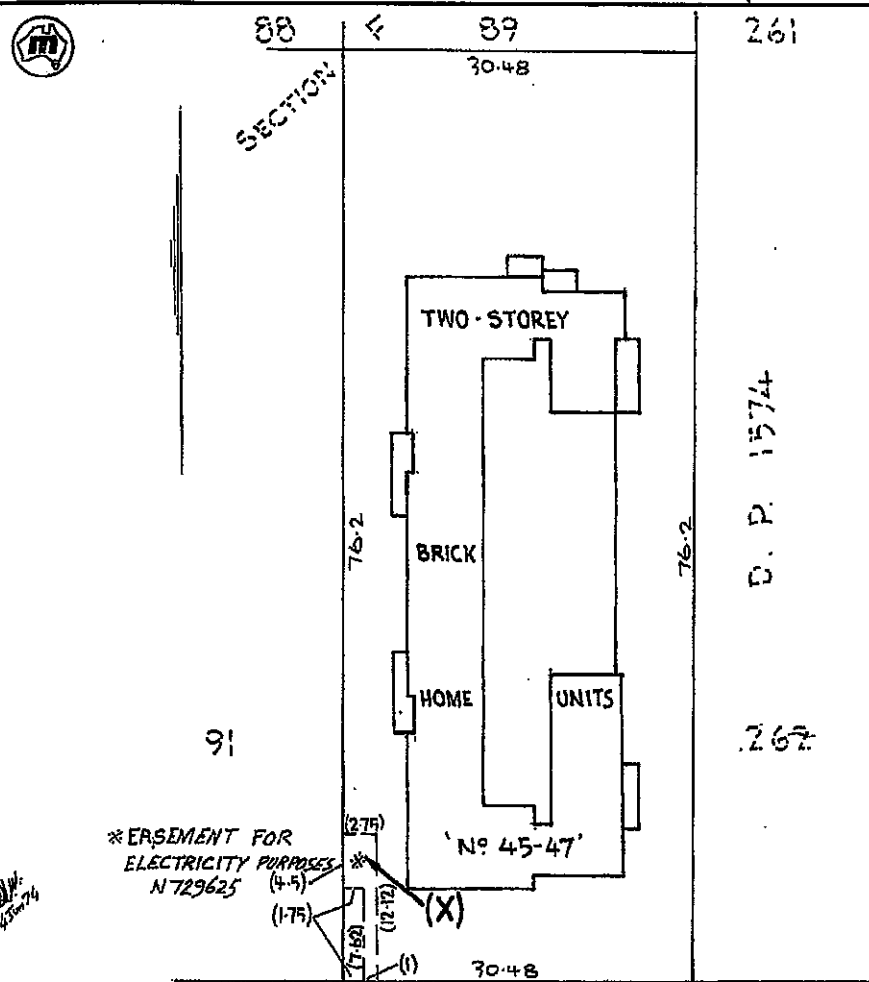
STRATA PLAN 8398 (E)

Reference to Title Vol. 12242 Fol. 132
 -1020- Fol. 45

Mun./Shire/City PENRITH
 Locality WERRINGTON
 Parish LONDONDERRY County CUMBERLAND
 Reduction Ratio 1 : 500 Lengths are in metres

Registered: 18.6.1974
 C.A.: N^o 3628 OF 22-5-1974
 Ref. Map: PENRITH SH.38
 Last Plan: D.P.1573*

Reg. Gen.
 18.6.1974



External surface boundaries of the parcel and location of the building in relation thereto to be delineated in space opposite.

VICTORIA STREET

(c) For use only where plan contains 10 lots or less. In other cases see our schedule on a separate sheet.

(d) Delete if inappropriate.

Schedule of Unit Entitlement (c)		OFFICE USE ONLY
Lot No.	Unit Entitlement	Resubdivision
SEE SHEET 2		
AGGREGATE		

I, DAVID ASHLEY WILLIAMS
 of 2 MEMORIAL AVE, STIVES. 2075.
 a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that:

(1) the building erected on the parcel described above is within the external boundaries of the parcel (d) subject to clause (2) of this certificate

(2) ~~no~~ ~~over~~ ~~or~~ ~~guttering~~ ~~of~~ ~~the~~ ~~building~~ ~~project~~ ~~beyond~~ ~~such~~ ~~external~~ ~~boundaries~~ ~~and~~ ~~an~~ ~~appropriate~~ ~~encroachment~~ ~~has~~ ~~been~~ ~~granted~~ ~~as~~ ~~an~~ ~~appurtenance~~ ~~of~~ ~~the~~ ~~parcel~~ ~~by~~ ~~registered~~ ~~Transfer~~ ~~No.~~

Dated 11 FEBRUARY 1974.
 Signature *David Ashley Williams*

Approved by the Council for the purposes of the Conveyancing (Strata Titles) Act, 1961. 6/74

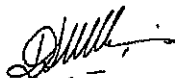
Date 22. 5. 74
 Subdivision No. 3628
David Ashby
 Council Clerk

The address for service of notices on the body corporate is:

THE PROPRIETORS STRATA PLAN N^o 8398
 45-47 VICTORIA STREET, WERRINGTON. 2760.

STRATA PLAN No. 8398

Schedule of Unit Entitlement		OFFICE USE ONLY
Lot No.	Unit Entitlement	Resubdivision
1	2	
2	3	
3	3	
4	3	
5	3	
6	3	
7	3	
8	3	
9	3	
10	2	
11	3	
12	3	
13	3	
14	3	
15	3	
16	3	
17	3	
18	3	
AGGREGATE	52	



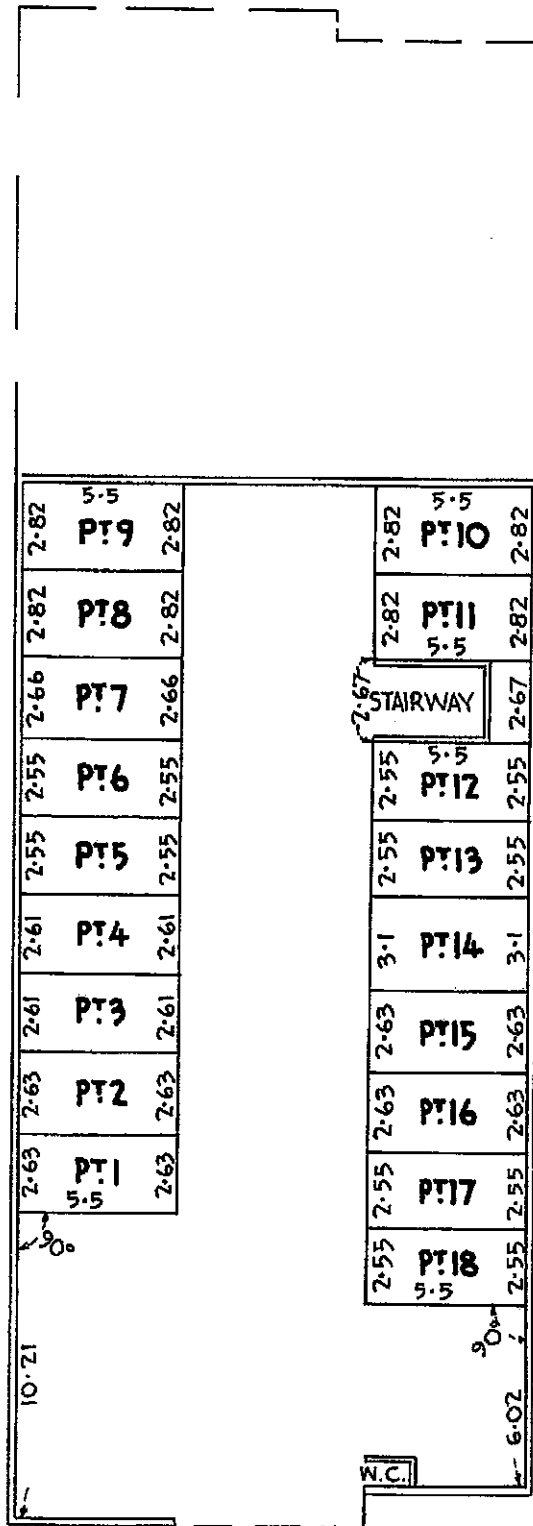
Surveyor.



Council Clerk.

STRATA PLAN No. 8398

BASEMENT PARKING



NOTE:

LOTS 1, 2, 15 & 16 CONTAIN AN AREA OF 14.5 m² APPROXIMATELY.

" 3 & 4 " " " " 14.4 " "

" 5, 6, 12, 13, 17 & 18 " " " " 14 " "

LOT 7 CONTAINS " " " 14.6 " "

LOTS 8, 9, 10 & 11 CONTAIN " " " 15.5 " "

LOT 14 CONTAINS " " " 17 " "

[Signature]

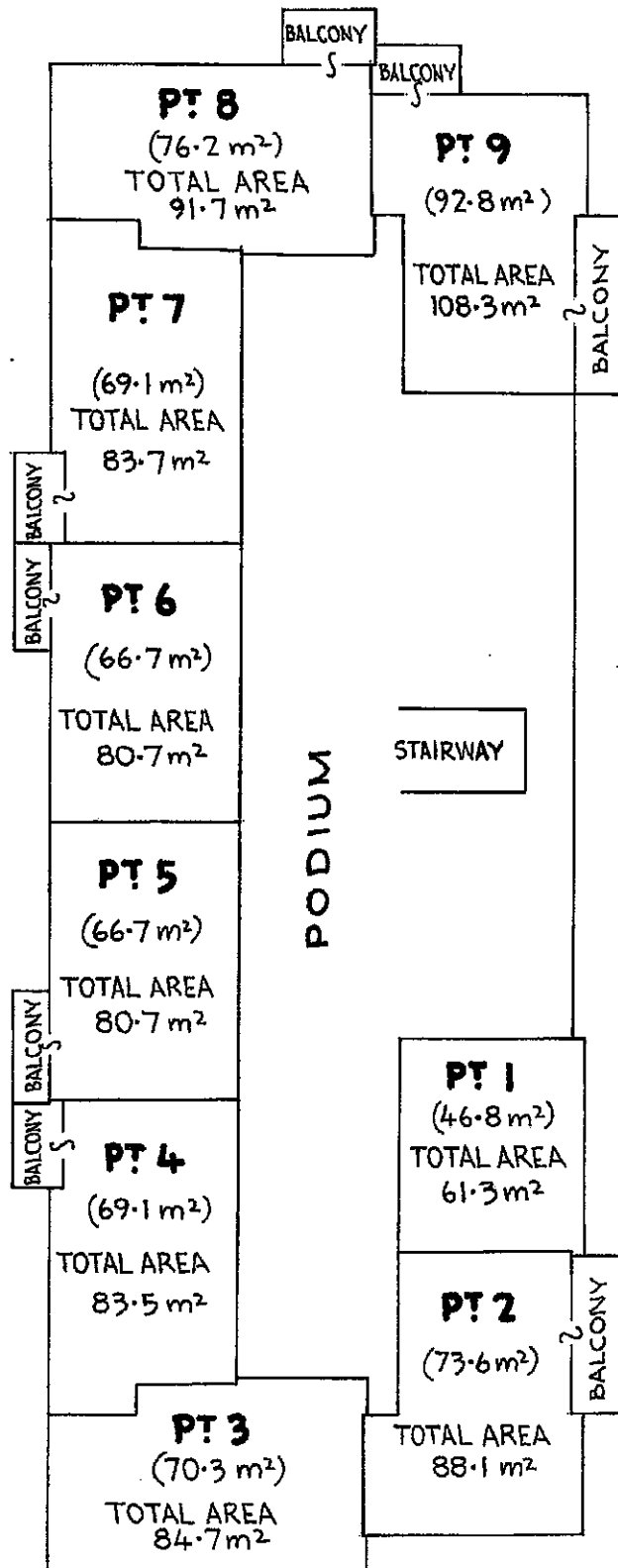
Surveyor.

[Signature]

Council Clerk.

STRATA PLAN No. 8398

GROUND FLOOR



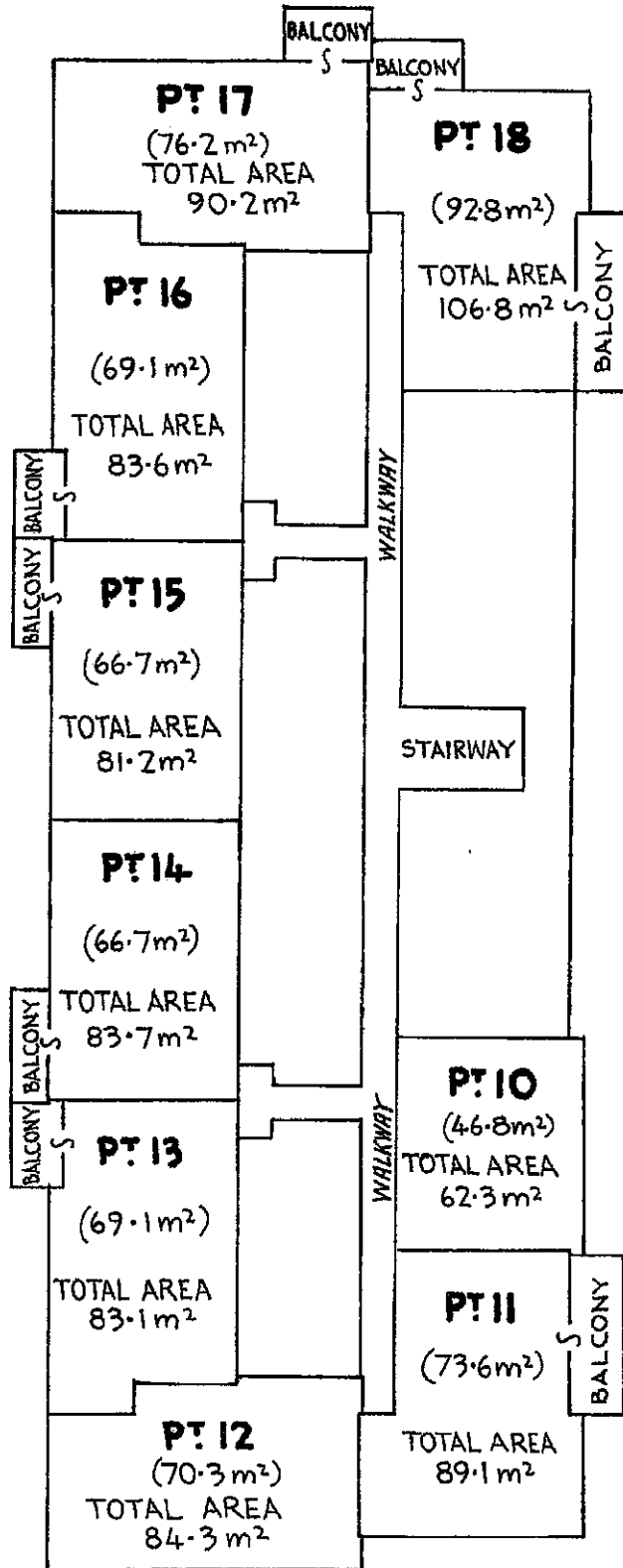
NOTE: ALL AREAS ARE APPROXIMATE AND INCLUDE BALCONIES WHERE APPLICABLE.

[Signature]
Surveyor.

[Signature]
Council Clerk.

STRATA PLAN No. 8398

FIRST FLOOR

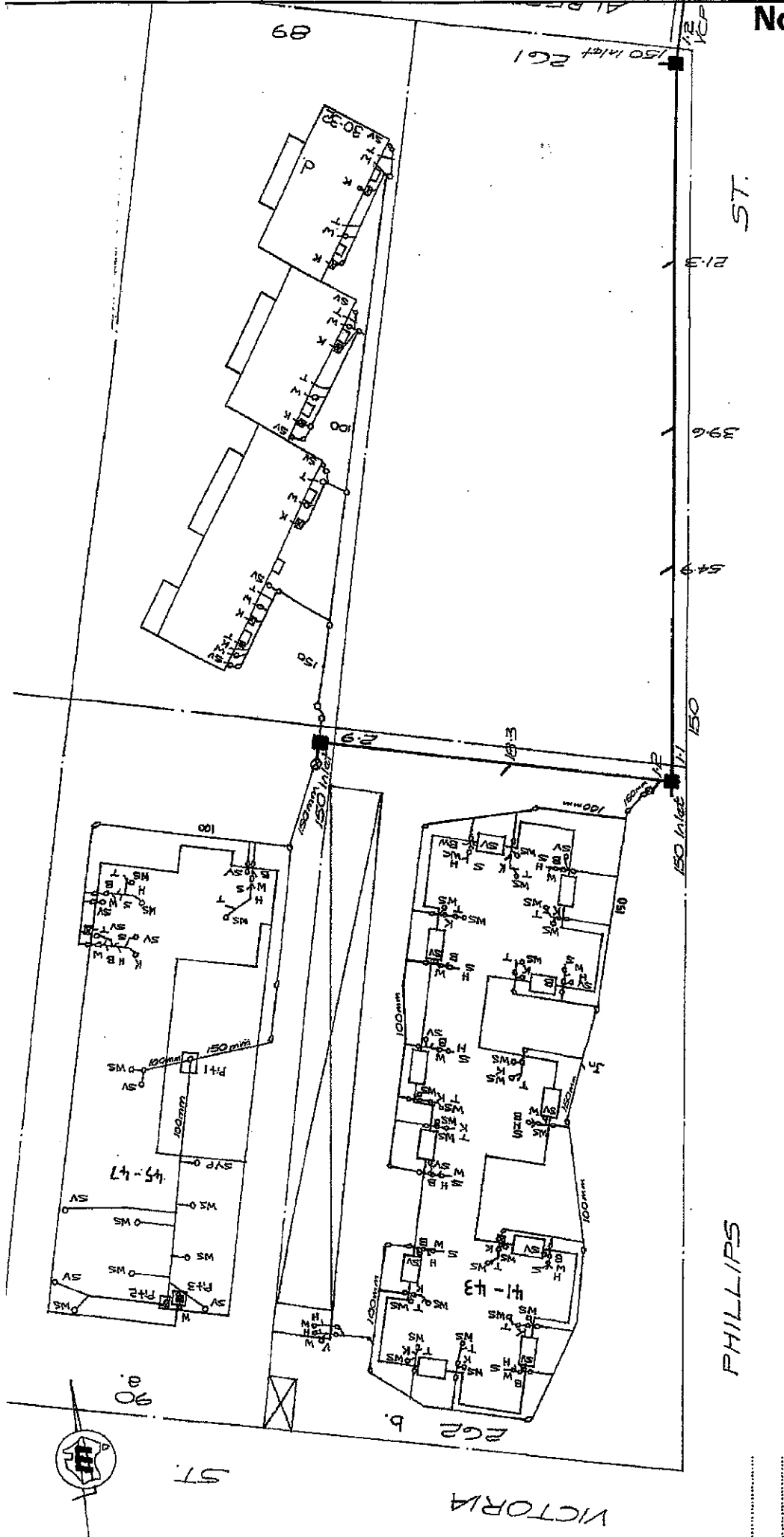


NOTE : ALL AREAS ARE APPROXIMATE AND INCLUDE BALCONIES WHERE APPLICABLE. THE HEIGHT OF THE BALCONIES IS LIMITED TO 2.44 METRES, ABOVE FLOOR LEVEL.

[Signature]
Surveyor.

[Signature]
Council Clerk.

No. 04/5804



M.W.S. & D.B.
SEWERAGE SERVICE SHEET
 Municipality of *Ferrith*
Scale 1:500
 Distances/depths in metres;
 pipe diameters in millimetres

SYMBOLS AND ABBREVIATIONS

Boundary Trap	IP	Induct Pipe
Inspection Shaft	MF	Mica Flap
Pit	T	Tubs
Grease Interceptor	K	Kitchen Sink
Gully	W	Water Closet
P Trap	B	Bath Waste
Reflex Valve	H	Handbasin
Cleaning Eye	S	Shower
Vert Vertical Pipe	WIP	Wrought Iron Pipe
Vent Pipe	CIP	Cast Iron Pipe
Soil Vent Pipe	F	Floor Waste
Down Cast Cowl	M	Washing Machine

PLUMBING

Supervised by _____ Date _____

Inspector _____

SEWER AVAILABLE
 Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.

BRANCH OFFICE

Date _____

Outfall _____

Drainer _____

Plumber _____

Boundary Trap _____

Is not required _____

DRAINAGE

Supervised by _____ Date _____

Inspector _____

Chief Inspector _____

Tracing Checked _____

This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and location 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.

PLANNING CERTIFICATE UNDER SECTION 149
Environmental Planning and Assessment Act, 1979

Property No: 582015
Your Reference: 1317 collect
Contact No. 47259610

Issue Date: 30/01/2014
Certificate No: 14/00361
Receipt Date: 30/01/2014
Receipt No: 2502049

Issued to: Taylor & Co Legal
371-375 High Street
PENRITH NSW 2750

PRECINCT 368

DESCRIPTION OF LAND

County: CUMBERLAND

Parish: LONDONDERRY

Location: 8/45 Victoria Street WERRINGTON NSW 2747

Land Description: Lot 8 SP 8398

- PART 1 PRESCRIBED MATTERS -

In accordance with the provisions of Section 149(2) 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 each environmental planning instrument that applies to the carrying out of development on the land:

Penrith Local Environmental Plan 1998 (Urban Land), gazetted 8 January 1999, as amended, applies to 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 Sydney Regional Environmental Plan No. 11 - Penrith Lakes Scheme applies).

The following State environmental planning policies apply to the land:
State Environmental Planning Policy No.1 - Development Standards.

PLANNING CERTIFICATE UNDER SECTION 149
Environmental Planning and Assessment Act, 1979

State Environmental Planning Policy No.4 - Development Without Consent and Miscellaneous Exempt and Complying Development. (Note: This policy may not apply to land reserved for certain public purposes. See clause 4 of the policy.)

State Environmental Planning Policy No.6 - Number of Storeys in a Building.

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.22 - Shops and Commercial Premises.

State Environmental Planning Policy No.30 - Intensive Agriculture.

State Environmental Planning Policy No.32 - Urban Consolidation (Redevelopment of Urban Land). (Note: This policy does not apply to land identified as coastal protection, environmental protection, escarpment, floodway, natural hazard, non-urban, rural, rural residential, water catchment or wetland.)

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 Penrith Local Environmental Plan 1998 (Lakes Environs) and Sydney Regional Environmental Plan No. 11 - Penrith Lakes Scheme apply.)

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

State Environmental Planning Policy No.62 - Sustainable Aquaculture.

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

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

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

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (Note: This policy applies to land within New South Wales that is land zoned primarily for urban purposes or land that adjoins land zoned primarily for urban purposes, but only as detailed in clause 4 of the policy.)

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.

State Environmental Planning Policy (Major Development) 2005.

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

State Environmental Planning Policy (Temporary Structures) 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.

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:

The Planning Proposal for the Penrith City-wide Local Environmental Plan applies to the subject land. (See www.penrithcity.nsw.gov.au/ for details.)

Draft State Environmental Planning Policy (Competition) 2010 applies to the land.

Draft State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) Amendment (Coal Seam Gas Exclusion Zones) 2013 applies to the land.

Draft State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) Amendment (Coal Seam Gas) 2013 applies to the land.

Draft State Environmental Planning Policy (Infrastructure) Amendment (Shooting Ranges) 2013 applies to the land.

PLANNING CERTIFICATE UNDER SECTION 149
Environmental Planning and Assessment Act, 1979

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

Penrith Development Control Plan 2010 applies to all land subject to Penrith Local Environmental Plan 2010. Penrith Development Control Plan 2006 applies to all land not subject to Penrith Local Environmental Plan 2010.

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).)

Under the terms of Penrith Local Environmental Plan 1998 (Urban Land) the land is zoned as Zone No.2(e) Residential (Medium-High Density).

(a) Objectives of the zone

- (i) to reinforce the importance of natural landscape settings and areas with heritage conservation value, and**
- (ii) to provide a wider range of housing choices in proximity to the established town centres and railway stations, and**
- (iii) to reinforce established flat zones, and**
- (iv) to allow multi-unit housing up to a three storey appearance, and**
- (v) to allow a range of non-compatible non-residential uses.**

(b)(i) Without development consent

bed and breakfast establishments; bushfire hazard reduction; family day-care homes; home activities

(b)(ii) Only with development consent

backpackers' hostels; buildings or other structures ordinarily associated with dwelling houses; changes of building use (as defined in the Act); child care centres; community facilities; demolition of buildings or other structures; drains; dual occupancies; dwelling houses; educational establishments; general stores; guesthouses; health care consulting rooms; home businesses; hospitals; internal structural work in bed and breakfast establishments; motels; multi-unit housing; places of worship; recreation areas; roads; utility installations; utility undertakings

PLANNING CERTIFICATE UNDER SECTION 149
Environmental Planning and Assessment Act, 1979

(b)(iii) Prohibited

Any land use other than those included in items (b)(i) and (b)(ii).

Note:

(1) Despite any other provisions of Penrith Local Environmental Plan 1998 (Urban Land), a person may carry out development for the purpose of any one or more of the following on any land to which this plan applies without the consent of the Council:

- (a) an internal window display;
 - (b) any advertisement erected on land that is not visible from outside the land (but not an advertisement on a heritage item or on a site within a heritage conservation area);
 - (c) a temporary advertisement, being one which is displayed for a period not exceeding 2 months in total in any one year;
 - (d) a public notice in a public place;
 - (e) a road safety or advisory sign;
 - (f) a specific sign directing the travelling public to buildings or places of tourist interest.
- (Clause 31 of the LEP.)

(2) Land to which Penrith Local Environmental Plan 1998 (Urban Land) applies may be subdivided only with development consent.
(Clause 34 of the LEP.)

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.

Under the provisions of the Planning Proposal for the Penrith City-wide Local Environmental Plan the land is affected by the following draft zone:

Zone R4 High Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home occupations

3 Permitted with consent

Boarding houses; Building identification signs; Business identification signs; Car parks; Child care centres; Community facilities; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Home-based child care; Home businesses; Hospitals; Information

PLANNING CERTIFICATE UNDER SECTION 149
Environmental Planning and Assessment Act, 1979

and educational facilities; Neighbourhood shops; Places of public worship; Recreation areas; Recreational facilities (indoor); Residential accommodation; Residential flat buildings; Respite day care centres; Roads; Shop top housing;

4 Prohibited

Rural workers dwellings; Any development not specified in item 2 or 3

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:

No minimum land area provisions for the erection of a dwelling-house apply to the land.

Note: There are also certain performance requirements with regard to land dimensions affecting the construction of a dwelling-house on the land. In this regard Council has not considered the physical configuration or suitability of this particular land for the erection of a dwelling-house.

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.)

3 COMPLYING DEVELOPMENT

GENERAL HOUSING CODE

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

RURAL HOUSING CODE

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

HOUSING ALTERATIONS CODE

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

PLANNING CERTIFICATE UNDER SECTION 149

Environmental Planning and Assessment Act, 1979

GENERAL DEVELOPMENT CODE

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

GENERAL COMMERCIAL AND INDUSTRIAL CODE

Complying development under the General Commercial and Industrial 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.

(NOTE: (1) Council has relied on Department of 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.

7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(a) Councils Policies

The land is not affected by a 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).

PLANNING CERTIFICATE UNDER SECTION 149
Environmental Planning and Assessment Act, 1979

(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.

(Note: Council has undertaken flood mitigation (levee) works to alleviate flooding (from South Creek) experienced in the area. This levee protects the subject land from floods up to 1% Annual Exceedance Probability, however larger floods may breach the levee and inundate the subject land.)

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 27 of the Act.

9 CONTRIBUTIONS PLANS

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

The Penrith City Local Open Space Development Contributions Plan 2007 applies to the land if residential development is permissible on the land.

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.

PLANNING CERTIFICATE UNDER SECTION 149

Environmental Planning and Assessment Act, 1979

9A BIODIVERSITY CERTIFIED LAND

(Information is provided in this section only if the land is biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*.)

10 BIOBANKING AGREEMENTS

(Information is provided in this section only if Council has been notified by the Director-General of the Department of Environment, Climate Change and Water that the land is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* 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 under the Native Vegetation Act 2003 applies.)

13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

14 DIRECTIONS UNDER PART 3A

(Information is provided in this section only if there is a direction by the Minister in force under section 75P(2)(c1) of the Act 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.)

PLANNING CERTIFICATE UNDER SECTION 149
Environmental Planning and Assessment Act, 1979

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

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

17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(Information is provided in this section only if:

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

18 PAPER SUBDIVISION INFORMATION

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

19 SITE VERIFICATION CERTIFICATES

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

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

- (a) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)
- (b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)
- (c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)
- (d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)
- (e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 - a copy of which has been provided to Council.)

PLANNING CERTIFICATE UNDER SECTION 149
Environmental Planning and Assessment Act, 1979

Note: Section 149(5) information for this property may contain additional information regarding contamination issues.

Note: The Environmental Planning and Assessment Amendment Act 1997 commenced operation on the 1 July 1998. 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 (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998 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 149(2) 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 149(5) of the Act. If such further information is required Council indicates that a full certificate under sections 149(2) and 149(5) should be applied for. Contact Council for details as to obtaining the additional information.

Alan Stoneham
General Manager

Per



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

WARNING SWIMMING POOLS

An owner of property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

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.

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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

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. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, **EXCEPT** in the circumstances listed in paragraph 3.
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.

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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>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<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>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i>);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ,
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and drawn on its own funds by - <ul style="list-style-type: none"> • a <i>bank</i>; or • a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice served by the <i>party</i> ;
<i>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<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.

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 only by unconditionally giving cash (up to \$2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending 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 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 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*, credit union or permanent building society, 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 Payment of vendor duty out of the deposit

- 3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
- 3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the parties direct the *depositholder* to release the amount of *vendor duty* on the following terms -
- 3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty*;
- 3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
- 3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
- 3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.
- 3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
- 3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty*, that cheque must be returned immediately to the *depositholder* for cancellation;
- 3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
- the amount of *vendor duty* is repayable upon demand;
 - the vendor must lodge an application for refund of *vendor duty*; and
 - the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty*;
- 3.4.3 each *party* must do whatever else is necessary to ensure that the party whose funds were used to pay *vendor duty* receives the refund; and
- 3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 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.
- 4.5 If this sale is exempt from *vendor duty* -
- 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;
- 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
- 4.5.3 if the vendor complies with clause 4.5.1 -
- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
 - on completion the vendor must pay to the purchaser \$33.

5 Requisitions

- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *serving* it
- 5.1 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 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 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

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

- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held; 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.

8 Vendor's right to rescind

The vendor can *rescind* if –

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another *property*, or any service for another *property* passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage 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 In this clause, enterprise input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 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, pay an expense of another party or pay an amount 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 amount; but
- 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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 completion date, 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, 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.

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 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 adjust 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 Completion date

The *parties* must complete by the completion date 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, plus another 20% of that fee.
- 16.6 If the purchaser serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing 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*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to 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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

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 mentioned in Schedule J of the Supreme Court Rules 1970.
 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
 20.2 Anything attached to this contract is part of this contract.
 20.3 An area, bearing or dimension in this contract is only approximate.
 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
 20.5 A *party's* *solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
 20.6 A document under or relating to this contract is
 20.6.1 signed by a *party* if it is signed by the *party* or the *party's* *solicitor* (apart from a direction under clause 4.3);
 20.6.2 served if it is served by the *party* or the *party's* *solicitor*;
 20.6.3 served if it is served on the *party's* *solicitor*, even if the *party* has died or any of them has died;
 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 20.6.5 served if it is sent by fax to the *party's* *solicitor*, unless 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, and 17 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* includes a reference to any corresponding later *legislation*.
 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
 20.14 The details and information provided in this contract (for example, on page 1) 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 clause 2 (deposit).
- 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**
- 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 -
'change', in relation to a scheme, means -
- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified 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;
- 'common property' includes association property for the scheme or any higher scheme;
'contribution' includes an amount payable under a by-law;
'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;
'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
'the property' includes any interest in common property for the scheme associated with the lot;
'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 sinking 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.
- 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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
- 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
- 23.6.3 the purchaser is liable for all other contributions levied 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.
- 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 not disclosed in this contract; or
 - 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; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot 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* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 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.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 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.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 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 -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act 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 Act.
- 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;
 - 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; and
- 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 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 to the tenant 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.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

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) is restricted title land (land that cannot be transferred without consent under legislation).
- 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 If the legislation is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part 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 completion date becomes the later of the completion date 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.

28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.

28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to a 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;

29.7.3 the completion date becomes the later of the completion date 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;
- 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 completion date becomes the later of the completion date 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.