

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 86014953	NSW DAN:
vendor's agent	STANTON & TAYLOR REAL ESTATE 371 High St, Penrith		Phone: 02)47312899 Fax: Ref: Greg Taylor
co-agent			
vendor	NIRMALA CHOUDHARY		
vendor's solicitor	Western Sydney Legal Practice Shop 22, Westfield Mount Druitt, Mount Druitt NSW 2770 P O Box 92, Mount Druitt NSW 2770		Phone: 0298323393 Fax: Ref: 221155
date for completion	42 days after the contract date	(clause 15)	Email: contact@westernsydneylegal.com.au
land	75 KOLOONA DR EMU PLAINS NSW 2750 (Address, plan details and title reference) LOT 24 IN DEPOSITED PLAN 261086 24/261086		
	<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 type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

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221155

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vendor agrees to accept a *deposit-bond* (clause 3)  NO  yes

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

**Electronic transaction** (clause 30)  no  YES

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

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

**land tax** is adjustable  NO  yes

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

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

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

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-0
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment* (residential withholding payment)  NO  yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: \$

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): \$

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

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

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

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

## List of Documents

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

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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



**7 Claims by purchaser**

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

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

**8 Vendor's rights and obligations**

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

**9 Purchaser's default**

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

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

**10 Restrictions on rights of purchaser**

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

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

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

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

**20 Miscellaneous**

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

**24 Tenancies**

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

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

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

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



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

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

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

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s17-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

## 66W Certificate

Pursuant to Section 66W of the *Conveyancing Act 1919* (NSW)

**Property:** \_\_\_\_\_

**Vendor:** \_\_\_\_\_

**Purchaser:** \_\_\_\_\_

I, \_\_\_\_\_

of, \_\_\_\_\_

certify as follows:

1. I am a solicitor currently admitted to practice in New South Wales;
2. I am giving this Certificate in accordance with Section 66W of the *Conveyancing Act 1919* (NSW) with reference to a contract for the sale of the Property from the Vendor to the Purchaser in order that there is no cooling off period in relation to that contract;
3. I do not act for the vendor and I am not employed in the legal practice of a solicitor acting for the Vendor, nor am I a member or an employee of a firm of which a solicitor acting for the Vendor is a member or employee;
4. I have explained to the Purchaser, or, if the Purchaser is a corporation, to an officer of the Purchaser or to a person involved in the management of the Purchaser's affairs: -
  - (a) the effect of the Contract for the purchase of the Property;
  - (b) the nature of this Certificate; and
  - (c) the effect of giving this certificate to the Vendor in that there is no cooling off period.

Dated: .....day of.....20\_\_

\_\_\_\_\_  
**Purchaser's solicitor Signature**

\_\_\_\_\_  
**Purchaser's solicitor Name**

## SPECIAL CONDITIONS

### 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 buildings or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979* (NSW). It is an offence to remove or interfere with a smoke or heat alarm. Penalties apply.

### 33. AMENDMENTS TO PRINTED CLAUSES

The printed form of this Contract shall be deemed to be amended by:-

- 33.1 deleting Clause 4.3;
- 33.2 delete Clause 5.2.3;
- 33.3 substituting in Clause 7.1.3 the words "14 days" with the words "7 days".
- 33.4 substituting in Clause 7.2.1 the amount "10%" with the amount "1%".
- 33.5 deleting in Clause 7.2.4 the words "and the costs of the purchaser";
- 33.6 adding in Clause 10.1 to the first line the words "or delays completion" after the word "terminate".
- 33.7 Delete Clause 11.
- 33.8 Delete Clause 12.
- 33.9 Delete Clause 13.8;
- 33.10 amend in Clause 23.2.6 by adding after the words "normal operating expenses" with the words "including insurance premiums paid by the vendor but properly payable by the Owners Corporation".
- 33.11 Replace 1% with 5% from Clause 23.9.1.
- 33.12 Delete Clause 23.9.3.
- 33.13 Delete Clause 23.17.
- 33.14 Delete Clause 24.1.
- 33.15 substituting in Clause 25.2 "within a reasonable time" for the words "7 days".
- 33.16 Delete Clause 30.14.
- 33.17 Delete Clause 31.4.

#### **34. GENERAL**

- 34.1 These special conditions shall prevail in any conflict between these special conditions and the printed Clauses of this contract.
- 34.2 Headings and marginal notes have been inserted into these further Clauses for guidance only and do not form part of this Contract and do not affect the interpretation of this document.
- 34.3 Unless the context otherwise requires, the singular includes the plural and vice versa, words importing a gender include every other gender and persons include corporations.
- 34.4 Each Clause and Sub-Clause of this Contract shall be severable from each other Clause and Sub-Clause and the invalidity or unenforceability of any Clause or Sub-Clause for any reason shall not prejudice or in any way affect the validity or enforceability of any other Clause or Sub-Clause.
- 34.5 The Purchaser will, on exchange of this Contract, furnish the Vendor with a validly executed Certificate pursuant to Section 66W of the *Conveyancing Act 1919* (NSW).
- 34.6 Notwithstanding anything contained in the printed Clause of the contract, completion of this Contract will not be conditional or dependent upon any matter whatsoever unless it is contained or disclosed as a special condition in this contract. warranties and arrangements set out in this written agreement.

#### **35 ALTERATIONS TO CONTRACT**

Each party hereof authorises his, her or their solicitor or any employee of that solicitor up until the completion of this Contract to make alterations to this Contract including the addition of annexures and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this Contract as if same was annexed prior to the Contract being executed.

#### **36 REAL ESTATE AGENT**

- 36.1 The Purchaser, purchaser's related entities, purchaser's officeholders, shareholders or associates warrant that he/she/it was not introduced to the Vendor or the property by or through any agent other than the agent (if any) named on the front page of this Contract.
- 36.2 The Purchaser, purchaser's related entities, purchaser's officeholders, shareholders or associates agree to indemnify and keep indemnified the Vendor against any claim or claims by any agent or other person for commission or otherwise in respect of the sale which forms a breach of the Purchaser's warranty.
- 36.3 Rights under this Clause shall not merge on completion.

**37 DEATH, MENTAL ILLNESS, BANKRUPTCY, LIQUIDATION ETC.**

- 37.1 Without in any matter negating, limiting or restricting any rights or remedies which would have been available to any party at law or in equity had this Clause not been included herein. Should the purchaser (or any one or more of them, if a party consists of more than one), prior to completion.
- 37.2 Die or become mentally ill, then the Vendor may rescind this contract by notice in writing forwarded to the Solicitor named in this contract as the Solicitor for the Purchaser and the provisions of Clause 19 of the contract shall apply; or
- 37.3 Be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a summons for its winding up presented against it or enter into any scheme of arrangement with its creditors under the provisions of the Corporations Act 2001, or should any liquidator, receiver or official manager appointed in respect of the Purchaser, then the purchaser shall be deemed to be in default of this contract.

**38 PAROL EVIDENCE RULE**

- 38.1 The Purchaser acknowledges and agrees that the provisions of this Contract for Sale constitute the full and complete agreement and understanding between the parties and that there is no other, understanding, agreement warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract for Sale or binding on the parties hereto with respect to any of the matters to which this Contract for Sale, relates.
- 38.2 The Purchaser acknowledges and agrees that he/she/it does not rely on any other letter, document, correspondence or arrangement, whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangements set out in this written agreement.
- 38.3 The Vendor shall not be bound by any information or particulars contained (in any advertisement or in any lithograph or pamphlets or any plan issued or exhibited prior to or at the time of sale and the Purchaser acknowledges and agrees that he shall not by reason of any discrepancy or misdirection therein make any requisitions, claim or demand.
- 38.4 This Clause shall not merge on completion.

**39 NO RIGHTS TO DAMAGES**

- 39.1 Notwithstanding anything to the contrary in this contract or at law or in equity, in the event that the vendor is for any reason whatsoever unable to perform any of its obligations pursuant to the terms of this contract, the purchaser agrees that it shall not be entitled to make any claim or bring any action for damages, compensation, account or seek to enforce any other remedies at law or in equity against the vendor and the purchaser's only remedy in such event will be to terminate the contract.

39.2 If the contract is validly terminated by the purchaser as a result of the default of the vendor, all monies paid under this contract shall be refunded to the purchaser without interest, costs or damages and the same shall be accepted by the purchaser in full and final satisfaction of all and any claims.

39.3 This Clause shall not merge on completion.

#### **40 SEVERANCE**

40.1 This contract is subject to the rights of the purchaser under Section 52A of the *Conveyancing Act 1919* (NSW) and the *Conveyancing (Sale of Land) Regulation 2017* (NSW) (“Regulatory Legislation”).

40.2 If any provision of this contract has or purports to have the effect of excluding, modifying or restricting the operation of the Regulatory Legislation then this contract must be read and construed as if that provision were severed from it.

#### **41 INSPECTION AND CONDITION OF PROPERTY**

41.1 The Purchaser acknowledges and agrees that he has relied entirely upon his own enquiries relating to and the inspection of the property the improvements thereon and any inclusions included in this Contract and that he accepts the property, the improvements thereon and any inclusions included in this Contract in their present condition and state of repair (subject to fair wear and tear prior to completion) and including any defects whether latent or patent.

41.2 The Purchaser warrants to the Vendor that it has inspected the property and has made all prudent enquiries in respect of the property and the condition of the property.

41.3 The Purchaser is not entitled to call upon the Vendor to carry out any works or repairs whatsoever in relation to the property the improvements thereon and any inclusions.

41.4 Title to the inclusions shall only pass on completion of this Contract and the Vendor shall not be required to give formal delivery thereof.

41.5 The Purchaser shall not make nor be entitled to make any requisition, objection, claim for compensation, delay completion, rescind or terminate by reason of any matter or thing noted, disclosed, referred to in or arising out of this Clause.

#### **42 NO WARRANTY BY VENDOR AS TO USE AND THE PROPERTY**

42.1 The purchaser warrants to the vendor that it has satisfied itself on all matters relating to the use of the property because the vendor gives no warranty as to the use to which the property may be put to.

42.2 The purchaser will be deemed to have entered into this Contract with full knowledge of and subject to any prohibition or restriction upon the use of the property, whether under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Order of Court, or any other authority relating to the property.



- 42.3 If the use to which the vendor has put the property is permissible only with the consent of any authority under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Consent, Order of Court or otherwise, the purchaser must obtain consent at the purchaser's own expense.
- 42.4 The Purchaser will take title and complete this contract subject to any sewer, the existence of which is specifically disclosed in this contract and subject to the existing water drainage gas electricity telephone or other installations and services (if any);
- 42.5 The Purchaser will make no objection requisition or claim for compensation if the sewer so disclosed passes through or penetrates the subject property or passes under any building or other structure erected on the subject property;
- 42.6 The Purchaser will make no objection requisition or claim for compensation if any boundary of the property is not fenced or if any boundary fence or wall is not upon or within such boundary except as specifically disclosed in this contract;
- 42.7 The Purchaser will make no objection requisition or claim for compensation if there is any encroachment by or upon the subject property or if the property together with the improvements thereon does not comply with the provisions of the Local Government Act or any ordinance made thereunder, provided that any such encroachment or non-compliance is specifically disclosed in this contract.

#### **43 BUILDING CERTIFICATE**

- 43.1 Despite anything contained in this contract or any rule of law to the contrary, the vendor is not required to do any work or expend any money on or in relation to the property not to make an application for or do anything towards obtaining a building certificate pursuant to Section 149E of the *Environmental Planning and Assessment Act 1979* (NSW) ("Building Certificate").
- 43.2 The vendor does not authorise the purchaser to have the property inspected to obtain the Building Certificate.
- 43.3 The purchaser must not raise any requisition, objection, claim for compensation, delay completion or rescind or terminate this contract because this is no building certificate.
- 43.4 This Clause shall not merge on completion.

#### **44 FENCES**

- 44.1 The purchaser may not make a claim or requisition or delay completion:
- 44.1.1 if any of the fences or walls on or surrounding the property are not on the correct boundary; or
- 44.1.2 as to the nature or state of repair of any fence or wall; or
- 44.1.3 if there are no fences or if any fence is a give and take fence; or
- 44.1.4 if a swimming pool, as defined in the Swimming Pools Act 1992, is not fenced as required by law.

**45 SWIMMING POOL**

- 45.1 If the property includes a swimming pool, the purchaser cannot make any requisition or claim in respect of:
- 45.1.1 the swimming pool at the property;
  - 45.1.2 the fences, windows, doors and gates around the swimming pool or at the property;
  - 45.1.3 any absence of fences, windows, doors or gates; or
  - 45.1.4 any non-compliance with the *Swimming Pools Act 1992* (NSW) or any unavailability of a certificate under Section 24 of that *Act*.

**46 PURCHASER'S FINANCE AND WARRANTY**

- 46.1 The Purchaser expressly warrants to the Vendor that the Purchaser has not made known to the Vendor, nor to any person, representative or agent acting on behalf of the vendor, that the Purchaser requires credit to enable the Purchaser to complete this Contract; that this contract is not subject to, nor the subject of, any application for credit; and that the purchaser is satisfied as to the reasonableness of all of the terms of any credit contract which the Purchaser may have entered into, or intends to enter into to enable the Purchaser to complete this Contract. The Purchaser acknowledges that the vendor has been induced to enter into this contract and may enter into further contractual obligations on or after the date of this Contract, based upon the Vendor's reliance upon the Purchaser's warranty herein and that the Purchaser shall remain liable to the vendor for all or any damages (including legal costs) arising from the breach of the Purchaser's warranty notwithstanding that the Purchaser may have a right to terminate this contract pursuant to Section 124 of the *Uniform Consumer Credit Code* ("UCCC").

**47 DEPOSIT AND REDUCED DEPOSIT**

- 47.1 If the deposit payable is less than 10% of the price then, the deposit is payable in the following manner:
- 47.1.1 As to the sum of \$ upon the date of this contract;
  - 47.1.2. As to the sum of \$ upon the earlier of:
    - (i) Default by the Purchaser in the observance or performance of any obligations under this contract; or
    - (ii) Completion of this contract.
- 47.2 Notwithstanding any provisions in this contract requiring investment of the deposit the purchaser gives to the Vendor permission to use the deposit or any part of it ("Amount Released") as a deposit and stamp duty upon the purchase by the Vendor of a freehold property in New South Wales subject to such Amount Released being held in trust (and not released to any new party) by the Vendor in relation to any new purchase until such time as this Contract is completed.

- 47.3 If the purchaser is in default and the vendor becomes entitled to recover the deposit from the purchaser, then the purchaser authorises the deposit holder to release the deposit to the vendor upon demand forthwith without any further notice.
- 47.4 The Purchaser agrees that no further authority or consent in writing or otherwise will be required from the Purchaser other than as contained in this Clause.

#### **48 PAYMENT OF DEPOSIT BY BOND**

- 48.1 Instead of paying the deposit under Clause 3.1, the purchaser may deliver a deposit guarantee bond or bank guarantee ("bond") to the vendor on or before the date of this contract.
- 48.2 On completion the purchaser must pay to the vendor in cash or by unendorsed bank cheque the amount of the deposit.
- 48.3 If the vendor gives the purchaser a notice in writing claiming forfeiture of the deposit under this contract, then the purchaser must pay to the vendor within two (2) clear business days of receiving that notice the amount of the deposit.
- 48.4 If the purchaser does not comply with these provisions the purchaser is immediately, without notice, in breach of an essential obligation under this contract and the vendor may demand payment from the issuer of the bond of the whole of the amount stipulated in the bond without any authority from the purchaser and without any further notice.
- 48.5 It is an essential provision of this contract that the purchaser complies with this Clause. If the purchaser does not comply with its obligations under this Clause, the vendor may elect, in its absolute discretion, to:
- 48.5.1 terminate this contract and forfeit the Bond; or
- 48.5.2 treat the non-compliance as a deemed failure to pay the deposit.

#### **49 NOTICE TO COMPLETE**

- 49.1 If completion has not taken place on or before the due date then either party shall be entitled to serve upon the other a Notice to Complete requiring completion not less than **fourteen (14) days** after the date of such notice calculated exclusive of the date of service but inclusive of the completion date and providing on the last day of the Notice a time between 10.00 am and 4.00 pm and making time of the essence of the Contract.
- 49.2 It is hereby acknowledged and declared between the parties that the time period specified in the Notice to Complete referred to in this Clause shall be adequate and sufficient for all purposes both at law and in equity.
- 49.3 Despite any other provision contained in this contract, if the purchaser fails to complete this contract and a notice to complete is served by the vendor's solicitor then the purchaser shall be liable for the vendor's

legal costs for the preparation and service of the notice to complete in the agreed sum of **\$385.00** (inclusive of GST).

49.4 The purchaser acknowledges that payment of the sum in Clause 49.3 is to be paid on or before completion and is an essential term and condition of this contract.

49.5 The Vendor shall not be required to complete unless payment is made on or before settlement.

## **50 INTEREST FOR LATE COMPLETION**

50.1 The Purchaser covenants and agrees if for any reason whatsoever not attributable to the default of the Vendor this Contract shall not be completed on or before the completion date the Purchaser shall thereafter but without prejudice to any other right of the Vendor as provided in this Contract or otherwise pay to the Vendor interest on any monies then remaining owing under this Contract at the rate of **ten percent (10%) per annum** calculated on a daily basis for the period commencing on and including the completion date until the date of payment to the Vendor, both dates inclusive and continuing up to and including the date of completion.

50.2 Any such interest shall be in addition to any other monies payable under this Contract.

50.3 Any such interest referred to in Clause 50.1 above shall be a liquidated debt due to the Vendor and shall immediately be recoverable by the Vendor in any court of appropriate jurisdiction together with all costs and expenses of the Vendor relating to such enforcement against the Purchaser (and where there is more than one Purchaser against the Purchasers separately and together) and collection of payment and shall be payable by the Purchaser to the Vendor upon completion.

50.4 The Vendor shall not be required to complete unless payment is made on or before settlement.

50.5 It is agreed that any amount payable under this Clause is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

## **51 ENCUMBRANCES**

51.1. The Purchaser agrees that he shall not be entitled to make or take any objection requisition or claim whatsoever regarding any mortgage, caveat, or land tax charge affecting the property at or prior to completion and will upon completion, accept a duly executed Discharge of Mortgage, Withdrawal of Caveat in registrable form of any such mortgage or caveat as may be applicable and/or a clear land tax certificate in full satisfaction of the vendor's obligations to give to the purchaser an unencumbered legal title to the property on completion. Without prejudice to the generality of the foregoing, the purchaser agrees that:

51.1.1 the purchaser shall not be entitled to delay completion of this contract on the basis that at the time stipulated for completion, any such mortgage or caveat or land tax charge continues to affect the property; and

- 51.1.2 the purchaser shall not be entitled to deny the validity of a Notice to Complete served pursuant to this contract on the basis that such mortgage or caveat or land tax charge continued to affect the property at the time when the Notice to Complete was served.
- 51.2 The Vendor shall allow the purchaser to deduct from the balance of price payable on completion, an amount equivalent to the registration fee(s) payable to the Land Titles Office on any such Discharge of Mortgage, Withdrawal of Caveat or both as may be applicable.
- 51.3 In consideration of the agreement as contained in the Contract for Sale of Land by the vendor to sell the property to the purchaser, the purchaser agrees that after completion of this contract he shall promptly attend to registration at the Land Titles Office of any such Discharge of Mortgage, Withdrawal of Caveat and/or the assurance of or relating to the property.
- 51.4 The requirement to register documents at the Land Titles Office shall not merge upon completion of this Contract for the Sale of Land.

**52 CAVEAT**

The Purchaser shall not lodge a caveat over the property prior to completion of this contract.

**53 REQUISITIONS ON TITLE**

The Purchaser acknowledges that the form of requisitions on title the Purchaser is entitled to raise pursuant to Clause 5 will be in the form of the requisitions on title annexed hereto.

**54 SURVEY REPORT**

- 54.1 The vendor makes no warranty as to the accuracy or completeness of any survey report.
- 54.2 The purchaser acknowledges that anything disclosed in the survey is both specifically disclosed and clearly described in this contract.
- 54.3 The purchaser acknowledges and agrees that the survey may not reveal the current state of improvements on the property and that the purchaser has, relied upon his own inspection and inquiries in relation to the survey al improvements.
- 54.4 The Vendor may not possess the original survey and, if not, the Purchaser may not require production of the original.
- 54.5 The Purchaser shall not make nor be entitled to make any requisition, claim for compensation, delay completion, rescind or terminate in respect of any matter or thing noted, disclosed, referred to in or arising out the survey or this Clause.

**55 TENANCIES (IF APPLICABLE)**

- 55.1 If the property is sold subject to any tenancy residential or commercial, the purchaser cannot make a claim, claim for compensation or raise a requisition or rescind or terminate or delay completion if any tenant vacates any part of the property on or before completion.

- 55.2 The vendor does not warrant that any lease will be in force at the completion date.
- 55.3 The purchaser has satisfied itself about any existing lease or tenancy and has sought relevant legal and financial advice in respect to each leases attached to the contract.
- 55.4 Excluded from the sale are any tenant's fixtures and fittings and the purchaser acknowledges that it relies entirely on its own enquiries in identifying them and cannot make a claim or requisition or delay completion rescind or terminate in relation to any such items.
- 55.5 The purchaser agrees and acknowledges that the vendor may before completion: -
- 55.5.1 Lawfully terminate any leases or tenancy agreements.
  - 55.5.2 Accept surrender of leases or tenancy agreements; or
  - 55.5.3 With the consent of the purchaser enter into new leases or tenancy agreements.
- 55.6 The purchaser cannot insist on the Vendor to: -
- 55.6.1 Remove any expired, surrendered or terminated leases from the certificate of title.
  - 55.6.2 Provide the originals of any registered leases not in the vendor's possession.
  - 55.6.3 Stamp or register any leases before completion.
- 55.7 if any lease is not stamped or registered at completion (and is required to be registered by law or by a tenant) the vendor will allow on completion (as an adjustment) the relevant amounts for stamp duty or registration fees (as the case may be) if the vendor has received the amounts from the tenant.
- 55.8 Subject to Clause 55.7, the purchaser undertakes to:-
- 55.8.1 Procure the stamping and registration of the leases within any statutory time limits; and
  - 55.8.2 Return a stamped and registered lease to the relevant tenant.
- 55.9 The Purchaser agrees to indemnify the vendor for and against any claims, damages, and costs arising from any failure to stamp or register a lease.
- 55.10 The purchaser cannot make any requisition, objection or claim; or rescind, terminate or delay completion of this contract by reason of any of the above matters under this Clause 55.

## **56 ADJUSTMENT OF LEASE PAYMENTS**

- 56.1 Rent and outgoings paid in advance by a tenant will be adjusted between the vendor and the purchaser on completion.
- 56.2 Rent and outgoings not paid and in arrears of the payment of rent by a tenant will be treated as if the amounts were paid for and will also be adjusted between the vendor and the purchaser as paid on completion and an adjustment will be paid to the vendor.

56.3 The purchaser retains rights to recover from and institute legal proceedings against a tenant and/or guarantor under a lease in respect of any monies payable to the vendor and in arrears up to completion.

56.4 This Clause will not merge on completion.

## **57 BUILDING MATERIALS, CLEANING, WASTE AND RUBBISH**

57.1 Even though the vendor will use its best endeavours to ensure the property is left in a clean state, the purchaser shall not be entitled to and shall not make any requisition, claim for compensation, delay completion, rescind or terminate the contract with respect to the cleanliness of the entire property and the matters referred to in or arising out of this Clause or any item, building material, vegetation, personal belongings, waste or rubbish left behind when a final inspection is undertaken by the purchaser.

57.2 This Clause shall not merge on completion.

## **58 NOTICES**

58.1 In addition to the provisions of Clause 20.6 of this Contract, service of any notice or document under or relating to this Contract may be effected and shall be sufficient service on a party if sent to that party or party's solicitor by delivery, document exchange system, prepaid post facsimile and such service of any notice or document shall be deemed have been served on that party personally.

58.2 Subject to Clause 20.6 of this Contract, all notices or documents will be deemed to have been duly given or sent:

58.2.1 if delivered, upon delivery;

58.2.2 If sent by prepaid letter, upon the second Business Day after the date upon which it was posted; and

58.2.3 if sent by facsimile transmission the next business day after it is sent by facsimile transmission except where the sending party's transmission indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete malfunctioned or corrupted transmission in which case facsimile transmission will be deemed not to have been given or made.

58.3 The parties agree that in any notice given to the other party a period of **fourteen (14) days** shall be agreed to be reasonable notice and in this respect time shall be and shall be deemed to be of the essence of the contract.

## **59 GOODS & SERVICES TAX**

**59.1 If this contract says that the Premises is eligible Residential Premises then this Clause shall apply:-**

59.1.1 In this Clause:

The "Act" means the Act entitled "A new Tax System (Goods and Services Tax) Act 1999" as amended from time to time or any act passed in substitution for or replacement of that act; and Expressions and words defined in the Act and used in this Clause have the meanings defined in the Act.

59.1.2 The purchaser warrants that it will use the property predominantly for residential accommodation after completion.

59.1.3 The Purchaser indemnifies the vendor for loss, damage, expense, taxes, fines and penalties incurred by the vendor including GST as a result of the breach of the warranty in Sub-Clause 59.1.2.

59.1.4 This Clause will not merge on completion.

**59.2 If this contract says that the Premises is a sale of a Taxable Supply then this Clause shall apply:-**

59.2.1 This Clause shall apply notwithstanding anything else herein contained and notwithstanding that the "GST information" boxes appearing on page 1 of the printed form of contract have been marked or not.

59.2.2 The purchase price does not include any Goods and Services tax ("GST").

59.2.3 If the property referred to herein represents a taxable supply in respect of which the Vendor will be liable to pay GST, then in addition to the purchase price hereinbefore mentioned, the Purchaser shall on or after completion, pay to the Vendor that additional sum which is equal to ten percent (10%) of the aforementioned purchase price representing the amount of GST payable by the Vendor as a result of the terms of this Contract together with any accrued interest. The Vendor shall deliver to the Purchaser on settlement a tax invoice in respect of this additional payment.

59.2.4 The Purchaser and Vendor acknowledge and agree that any GST payable shall be calculated under the General (Ordinary) method.

59.2.5 Notwithstanding anything else contained herein, it is further agreed that if the Vendor serves a letter from the Australian Taxation Office stating that the Vendor has to pay GST on the sale or under this contract for sale, the purchaser promises to indemnify the Vendor and the Purchaser must pay on demand to the Vendor the sum of 10% of the price and accrued interest.

59.2.6 This Clause shall not merge on completion.

**59.3 If this contract says that the Premises is a sale of a Going Concern then this Clause shall apply:-**

59.3.1 In this Clause, "Act" means the Act called "A New Tax System (Goods and Services Tax) Act 1999".



- 59.3.2 The Purchaser warrants to the Vendor that the Purchaser is registered or required to be registered under that Act.
- 59.3.3 The Vendor warrants to the Purchaser that the property comprises all things that are necessary for the continued operation of the enterprise conducted by the Vendor on the property.
- 59.3.4 The Vendor covenants with the Purchaser that the Vendor will carry on that enterprise until completion.
- 59.3.5 The Vendor and the Purchaser agree that, for the purposes of the Act, the supply pursuant to this contract is of a going concern.
- 59.3.6 Notwithstanding Clause 59.3.5 above, if the vendor serves a letter from the Australian Taxation Office stating that the vendor has to pay GST on the price, the purchaser promises to indemnify the vendor and the purchaser must pay on demand to the vendor the sum of 10% of the price, interest and the vendor's legal costs.
- 59.3.7 This Clause shall not merge on completion.

**59.4 If this contract says that the sale is not a taxable supply because the sale is by a vendor who is neither registered for GST nor required to be registered for GST then this Clause shall apply:**

- 59.4.1 This Clause shall apply notwithstanding anything else herein if the vendor is neither registered nor required to be registered for GST however if the vendor serves a letter from the Australian Taxation Office stating that the Vendor has to pay GST on the sale or under this contract for sale, the purchaser promises to indemnify the Vendor and the Purchaser must pay on demand to the Vendor the sum of 10% of the price and accrued interest.
- 59.4.2 This Clause shall not merge on completion.

**59.5 If this contract says that the sale is a taxable supply because the sale is a GST taxable supply and the margin scheme will be used in making the taxable supply then this Clause shall apply:-**

- 59.5.1 This Clause shall apply notwithstanding anything else herein contained and notwithstanding that the "GST information" boxes appearing on page 1 of the printed form of contract have been marked or not.
- 59.5.2 In this Clause, "Act" means the Act called "A New Tax System (Goods and Services Tax) Act 1999".
- 59.5.3 The Purchaser warrants to the Vendor that the property will be used by the Purchaser predominantly for residential accommodation within the meaning of the Act.

59.5.4 If the property referred to herein represents a taxable supply in respect of which the Vendor is and will be liable to pay GST then the Purchaser acknowledges and agrees that If GST becomes payable on or after completion then the following Clauses will apply:

- (a) the Vendor is registered or required to be registered under A New Tax System (Goods and Services Tax) Act 1999; and
- (b) the Vendor has chosen in those circumstances to apply the margin scheme in relation to the supply to the Purchaser pursuant to this Contract.
- (c) the vendor is responsible for the payment of the GST under the margin scheme.
- (d) the price includes GST.

59.6 This Clause shall not merge on completion.

## **60 ANY DELAY IN SETTLEMENT**

60.1 If settlement of this matter does not take place at the time first appointed (“the settlement date”), due to the fault of the purchaser or its mortgagee, then the purchaser shall pay all the fees and charges including any agent fees and re-certification fees incurred by the vendor or it’s mortgagee and including its solicitors fees and charges in relation to any re-arrangement and attending of settlement

60.2 The Vendor shall not be required to complete unless payment is made on or before settlement.

## **61 SERVICES**

61.1 The Purchaser must not make any objection, requisition claim for compensation in respect of:

61.1.1 The nature, location, availability or non-availability of any services to the Property;

61.1.2 The property being subject to any service or mains, pipes or connections for any service;

61.1.3 The property having the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service;

61.1.4 Any defects in any service to the property;

61.1.5 Any underground or surface stormwater drain passing through under or over the property; or

61.1.6 Any manhole or vent on the property.

## **62 ERROR IN ADJUSTMENT OF OUTGOINGS**

62.1 The Vendor and the Purchaser agree that if on completion any apportionment or adjustment of any outgoings required to be made under this contract is overlooked or is incorrectly calculated, the Vendor or Purchaser will forthwith upon being so requested by the other make the correct calculation and adjustment and pay such amount to the other as is correctly determined by such calculation and to be paid within **seven (7) days** upon being requested to do so in writing.

62.2 This condition shall not merge on completion.

**63 IF PURCHASER IS A COMPANY**

63.1 If the purchaser of the property is a company, the officers or persons who sign this contract on behalf of the company or who attest the seal of the company on this contract:-

63.1.1 Jointly and separately guarantee all obligations of the purchaser under this agreement including payment of the purchase price.

63.1.2 Jointly and separately indemnify the vendor in respect of any default of the purchaser under this agreement.

**64 CONFIDENTIALITY**

64.1 The parties acknowledge that the terms and conditions of, and the identity of the parties to, this contract are strictly confidential.

64.2 Except as stated in this contract, each party must not and must not permit any of its officers, employees, agents, contractors or related persons to disclose any confidential information to any person, other than its professional advisers or as required by law, without the prior written consent of the party to whom the confidential information relates.

**65 GUARANTEE**

The word "guarantor" in this contract means

.....

(Full Name)

of

.....

(Address)

65.1 In consideration of the vendor entering into this Contract at the guarantor's request, the guarantor guarantees to the vendor:

65.1.1 payment of all money payable by the purchaser under this Contract; and

65.1.2 the performance of all of the purchaser's other obligations under this Contract.

65.2 The guarantor:

65.2.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under his Contract; and

65.2.2 must pay on demand any money due to the vendor under this indemnity.

65.3 The guarantor is jointly and separately liable with the purchaser to the vendor for:

65.3.1 the performance by the purchaser of its obligations under this Contract; and

65.3.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the vendor.

65.3.3 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this Clause.

65.3.4 If the vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the guarantor's obligations under this Clause.

65.4 The guarantor's obligations under this Clause are not released, discharged or otherwise affected by:

65.4.1 the granting of any time, waiver, covenant not to sue or other indulgence;

65.4.2 the release or discharge of any person;

65.4.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;

65.4.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this Contract, a statute, a Court or otherwise;

65.4.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or

65.4.6 the winding up of the purchaser.

65.4.7 This Clause binds the guarantor and the executors, administrators and assigns of the guarantor and operates as a Deed between the vendor and the guarantor.

**SIGNED SEALED & DELIVERED BY**

in the presence of:

)

)

.....

Signature of Guarantors

.....

Signature of Witness

.....

Print Name of Guarantor

.....

Date.....

Print Name of Witness

**66 ENVIRONMENTAL LIABILITY**

66.1 No representation or warranty is given in relation to:

66.1.1 Any activity(ies) on or prior to Completion;

66.1.2 the existence or extent of contamination emanating from, on, in, under or over the property or any affected land;

66.1.3 the status of compliance with Environmental laws applicable (now or after completion) with respect to the property or any affected land;

66.1.4 liabilities of any activity or contamination on or prior to completion with respect to the property or any affected land; or

66.1.5 the extent to which the property or any affected land is the subject of or cause of environmental harm.

66.2 The purchaser has made such inspections and enquiries and has, to the extent required, effected such tests as it requires to satisfy itself in relation to all issues in relation to the Environment in connection with the property or any activity, the status of compliance with the Environmental laws and the condition of the property or any affected land including the existence and extent of contamination.

66.3 Subject to the terms of this contract, on and from completion the purchaser shall assume all responsibility and liability for and associated with all contaminants in, on or under the property or any affected land and any improvements on it including full responsibility for compliance with and liability under all environmental laws.

66.4 from completion the purchaser shall indemnify the vendor on demand from and against all:

66.4.1 Environmental liability;

66.4.2 Liability or cost suffered or incurred by the vendor in respect of any default by the purchaser under Clause 66.3;

66.4.3 Liability or cost suffered or incurred by the vendor in respect of any;

(a) Direction, notice or order given or made under the Environmental law;

(b) Breach of an Environmental Law;

(c) Claim in respect of Contamination of or from the Property or any

affected land. 66.5 Clause 66 does not merge on completion.

## **67 PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)**

The Vendor discloses and the Purchaser acknowledges that on completion the Vendor may be subject to charges or notifications under PPSA. The Purchaser cannot require the Vendor to take any action in relation to such charge or notification. The Vendor may, in addition to the discharge of any mortgage noted on this title, procure a letter from the mortgagee to the effect that following completion of the contract, the mortgagee will have no further interest in the property under any charge or notification under the PPSA.

## **68 CONDITIONS OF SALE BY AUCTION (IF APPLICABLE)**

If the property is or is intended to be sold at auction: *Bidders Record* means that Bidders Record to be kept pursuant to Clause 18 of the Property, *Stock and Business Agents Regulation 2003* (NSW) and Section 68 of the *Property, Stock and Business Agents Act 2002* (NSW):

68.1 The following conditions are prescribed as applicable to and in respect of the sale by auction of land:

68.1.1 The principal's reserve price must be given in writing to the auctioneer before the auction commences.

68.1.2 A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.

68.1.3 The highest bidder is the purchaser, subject to any reserve price.

68.1.4 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

68.1.5 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, if it is not in the best interest of the seller.

68.1.6 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.

68.1.7 A bid cannot be made or accepted after the fall of the hammer.

68.1.8 As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

68.2 The following conditions, in addition to those prescribed by Sub-Clause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

68.2.1 All bidders must be registered in the Bidders Record and display an identifying number when making a bid.

68.2.2 One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.

68.2.3 When making a bid on behalf of the seller or accepting, a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

## **69 LAND TAX**

69.1 The purchaser acknowledges that if the Land Tax Section 47 Certificate shows that there is land tax owing on the property the vendor will either provide a clear Section 47 Land Tax Certificate on or before settlement.

69.2 The Purchaser shall not make nor be entitled to make any requisition, objection, claim for compensation, delay completion, rescind or terminate by reason of any matter or thing noted, disclosed, referred to in or arising out of this Clause.

## **70 ALTERATIONS TO CONTRACT**

In this Contract, a reference to a document, information, matter or thing having been disclosed to the purchaser includes anything which has been provided to or made available for inspection by the Purchaser, whether or not the Purchaser has actually inspected or examined the relevant document, information, matter or thing.

## **71 FIRB APPROVAL**

- 71.1 The purchaser warrants to the Vendor that the Purchaser is entitled to purchase the property without the approval or consent of the Foreign Investment Review Board to the Purchase of the Property.
- 71.2 In the event of any breach of the said warranty the Purchaser hereby indemnifies the Vendor from and against any loss, damage, penalty, fine, expense and cost which the Vendor may suffer or incur as a result of such breach of warranty.

## **72 INCLUSIONS**

- 72.1 Subject to condition 72.2, any fixtures, fittings, plant and equipment that are included in the sale become the property of the Purchaser and are sold on a "walk in, walk out" basis.
- 72.2 The vendor is not responsible for loss or breakdown of, or damage or fair wear and tear, occurring after the date of this contract in respect of the said plant, equipment or any inclusions.
- 72.3 The Purchaser shall not make nor be entitled to make any requisition, claim for compensation, delay completion, rescind or terminate in respect of any matter or thing noted, disclosed, referred to in or arising out of this Clause.

## **73 CAVEATS**

- 73.1 If the vendor is prevented from completing this contract by the completion date for any reason including obtaining a withdrawal of caveat (and the vendor's decision will be final and binding on the purchaser), the vendor may by written notice to the purchaser rescind this contract and the provisions of Clause 19 will apply.
- 73.2 The purchaser acknowledges and agrees that any rescission of this contract by the vendor pursuant to this Clause 73:
- 73.2.1 Will not be a breach of this contract for the purposes of Clause 19.2.3; and
- 73.2.2 The purchaser waives any rights it may have to claim for damages, costs or expenses arising directly or indirectly from any rescission of this contract by the vendor pursuant to Clause 73.1.
- 73.3 This Clause shall not merge on completion.

## **74 EARLY RELEASE OF DEPOSIT**

- 74.1 In the event that the Vendor is proposing to purchase another property and requires the deposit referred to in Clause 2 hereof to be used as a deposit or stamp duty on the purchase of another property, the Purchaser hereby authorises the release of all or part of the deposit to the Vendor or as the Vendor may direct. No further authority or consent will be required from the Purchaser other than is contained in this Clause. The Vendor warrants that upon the release of the deposit in accordance with the terms of this condition such deposit shall be paid only to the Office of State Revenue or the Trust Account of an estate agent of solicitor and shall not be further released without the consent of the Purchaser.

**75 10% DEPOSIT**

75.1 Despite any other provisions of this Contract, if the Purchaser defaults in the observance of any obligation under this Contract which is or has become essential, the Purchaser must immediately pay to the deposit holder the difference between 10% of the purchase price and the deposit previously paid. This additional deposit will be held and paid as specified in Clause 2. Any termination or rescission of this Contract will not abrogate or waive the obligation imposed by this clause.

**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.



## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

### Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;  
 (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is included in the sale:
- did its installation or construction commence before or after 1 August 1990?
  - has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1979 (NSW)* and *Local Government Act 1993 (NSW)*?
  - does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- To whom do the boundary fences belong?
  - Are there any party walls?
  - If the answer to Regulation 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations**
20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
21. Is the vendor aware of:
- any road, drain, sewer or storm water channel which intersects or runs through the land?
  - any dedication to or use by the public of any right of way or other easement over any part of the land?
  - any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- any resumption or acquisition or proposed resumption or acquisition?
  - any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
  - any sum due to any local or public authority? If so, it must be paid prior to completion.
  - any realignment or proposed realignment of any road adjoining the Property?
  - any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
- Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - If so, do any of the connections for such services pass through any adjoining land?
  - Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?
- Capacity**
25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
28. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 24/261086

SEARCH DATE	TIME	EDITION NO	DATE
4/8/2021	11:46 AM	3	2/9/2018

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

LAND

LOT 24 IN DEPOSITED PLAN 261086  
AT EMU PLAINS  
LOCAL GOVERNMENT AREA PENRITH  
PARISH OF STRATHDON COUNTY OF COOK  
TITLE DIAGRAM DP261086

FIRST SCHEDULE

NIRMALA CHOUDHARY

(TA Y856862)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP260415 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP260415 EASEMENT TO DRAIN WATER APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITTED IN THE TITLE DIAGRAM
- 4 DP261060 RESTRICTION(S) ON THE USE OF LAND
- 5 DP261060 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP261086 RESTRICTION(S) ON THE USE OF LAND
- 7 LAND EXCLUDES MINERALS BY CROWN GRANT OF LOT 1 IN DP41477
- 8 O101344 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

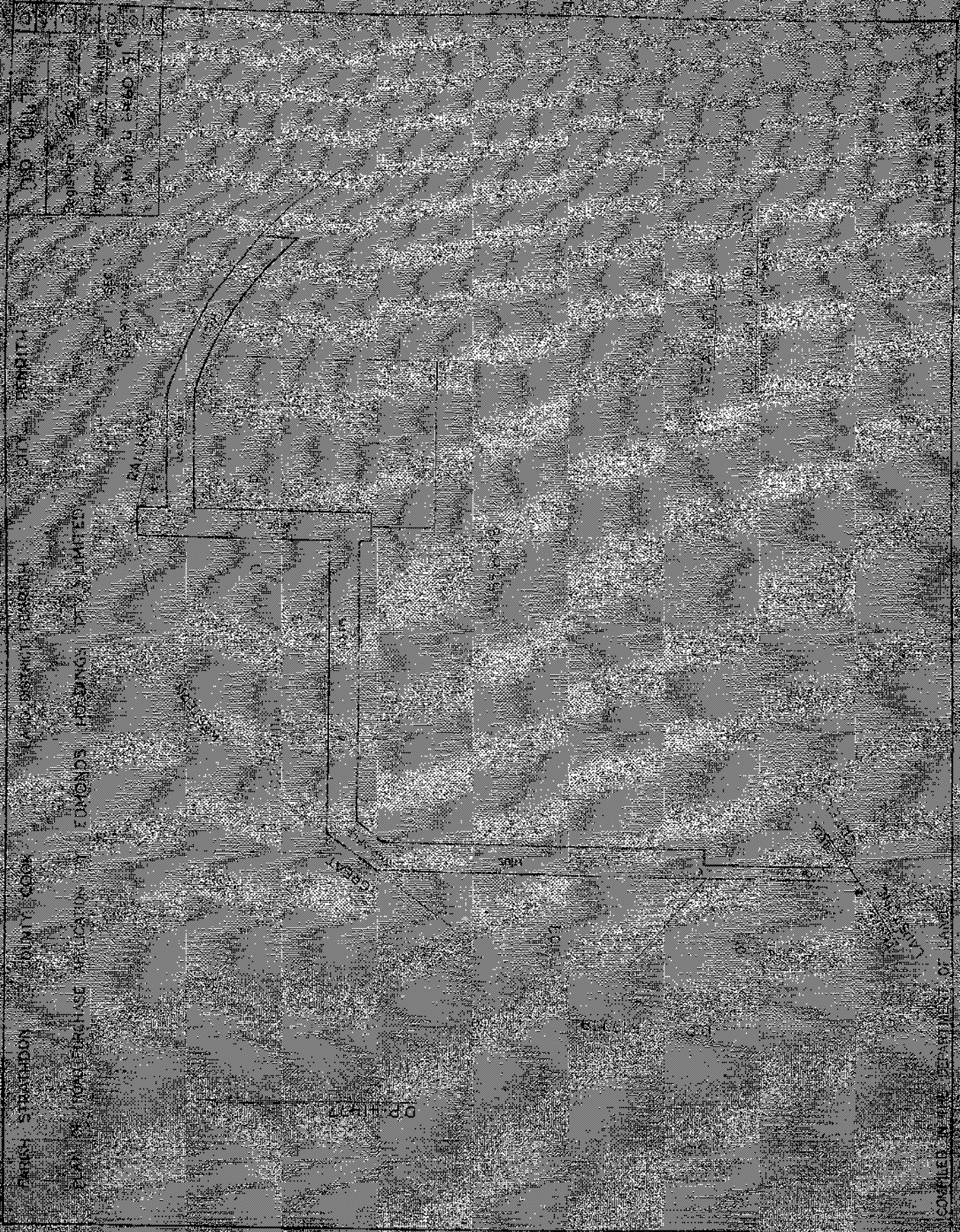
UNREGISTERED DEALINGS: NIL

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

221155

PRINTED ON 4/8/2021

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



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

10 20 30 40 50 60 70 80 90 100 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 30th August, 1990



INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS AS TO USES INTENDED TO BE GRANTED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT 1919-1990

Sheet 1 of 3 sheets

PART 1

PLAN: DP261060

Subdivision of Lots 372 and 373 in Deposited Plan No. 28015, Lot 2 in Deposited Plan No. 28015, Lot 2 in Deposited Plan No. 28015 and Lot 1 in D.P. 414777 registered in Council's Certificate No. 158/89 of 1980.

Full name and address of the proprietor of the land:-  
 Emerald Holdings Pty. Limited  
 Pacific Investments Pty. Limited both of 105 George Street, Parramatta, N.S.W.

1. Identity of Easement or Restriction Acreally referred to in the above-mentioned plan:  
 Easement to drain water 2.00 m deep.

STIPULES OF LOTS ETC. AFFECTED

Lots Burdened	Lots Benefitted
2	17, 18, 19, 20, 21, 22, 23
23	17, 18, 19, 20, 21, 22
22	17, 18, 19, 20, 21
21	17, 18, 19, 20
20	17, 18, 19
19	17, 18
18	17
20	25, 26, 27, 28, 29
22	26, 27, 28, 29
23	27, 28, 29
24	28, 29
27	29
28	15, 16
9	15, 16
12	15, 16
13	15, 16
34	30, 31, 32, 33
33	30, 31, 32
32	30, 31
31	30
35	36, 37
36	37
39	37

APPROVED BY COUNCIL OF THE CITY OF PARRAMATTA

*[Signature]*

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS AS TO USES INTENDED TO BE GRANTED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT 1919-1990

Sheet 3 of 3 sheets

PLAN: DP261060

Subdivision of Lots 372 and 373 in Deposited Plan 28015, Lot 2 in Deposited Plan No. 28015, Lot 2 in Deposited Plan No. 28015 and Lot 1 in D.P. 414777 registered in Council's Certificate No. 158/89 of 1980.

PART 2

TERMS OF RESTRICTION AS TO USES SOLELY REFERRED TO IN THE ABOVE-MENTIONED PLAN.

- (a) No fence shall be permitted to be erected along any road frontage or along any boundaries of any allotments in front of the building alignment.
- (b) The person or persons having the right to release any or more of these restrictions is the Council of the City of Parramatta.

THE COMMON SEAL OF EMERALD HOLDINGS PTY. LIMITED was hereunto affixed by authority of the Board in the presence of  
*[Signature]* Secretary



THE COMMON SEAL OF PACIFIC INVESTMENTS PTY. LIMITED was hereunto affixed by authority of the Board in the presence of  
*[Signature]* Secretary



APPROVED BY COUNCIL OF THE CITY OF PARRAMATTA

*[Signature]*

BANK OF NEW SOUTH WALES BRING THE MORTGAGE OF THE ABOVE MENTIONED PARCELS DATED THIS 28th day of January 1980  
*[Signature]*  
 The seal and a part of the title book of the parcels in this mortgage and in mortgage of Pacific Investments Pty. Limited, are in the custody of the Registrar-General of the Land Titles Office, 411 Macquarie Street, Sydney.

2

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 30th August, 1990

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1954

Sheet 2 of 3 sheets

PLAN:

DP261060

Subdivision of Lots 372 and 373 in Deposited Plan No. 580415, Lot 2 in Deposited Plan 582146, Lot 2 in Deposited Plan 585198 and Lot 1 in D.P. 41477 and covered by Council Clerk's Certificate No.186 of 1980.

2. Identity of Easement or Restriction specially referred to in the instrumented plan:

Easement to drain water 2.5 wide

SCHEDULE OF LOTS ETC. AFFECTED.

Lots Burdened

Lots Name of Road or Authority Burdened

43

Council of the City of Penrith Council of the City of Penrith

3. Identity of Easement or Restriction specially referred to in the instrumented plan.

Easement to drain water variable width.

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots Name of Road or Authority Burdened

44

Council of the City of Penrith

4. Identity of Easement or Restriction fourthly referred to in the instrumented plan.

Restriction as to User.

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots Name of Road or Authority Burdened

Each lot

Every other lot.

APPROVED BY COUNCIL OF THE CITY OF PENRITH

*[Signature]*

INSTRUMENT SETTING OUT INTERESTS CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1990, NUMBER 2000 DP 261060

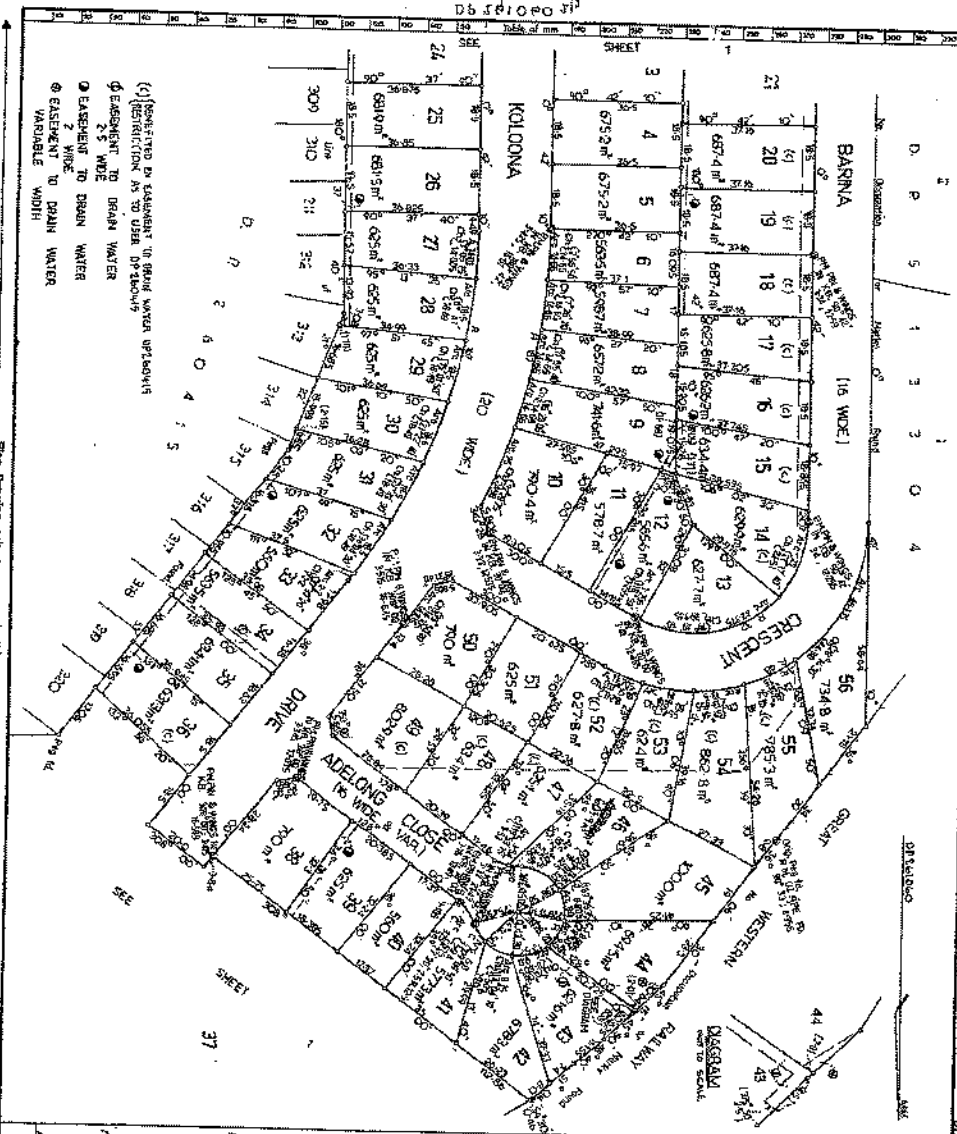
5.3.1991



PLAN FORM 3 To be used in conjunction with Form 2

WARNING: CHANGING OR FOLDING WILL LEAD TO REJECTION

DP21030 • CHARGE USE ONLY



(c) RESTRICTED BY EASEMENT TO DRAIN WATER UP/ROADS  
 (d) RESTRICTION AS TO USE OF STAIRWAYS  
 (e) EASEMENT TO DRAIN WATER  
 2.5 WIDE  
 (f) EASEMENT TO DRAIN WATER  
 2 WIDE  
 (g) EASEMENT TO DRAIN WATER  
 VARIABLE WIDTH

Plan bearing copy to appear in this space

DP 161060

Registered 31/08/2021

This is sheet 2 of 2 sheets of plan DP 161060

Survey registered under Survey Act 1978.

This is sheet 2 of 2 sheets of plan DP 161060

REGISTRATION AND SALES OFFICE  
 10 ALBERT STREET  
 SYDNEY NSW 2010



*Michael Davis*  
 Registrar-General

*Michael Davis*  
 Registrar-General

*Michael Davis*  
 Registrar-General

Registration of Documents Act 1998  
 Regulation 11.000  
 Lengths are in metres

Surveyors' Association 22 / 78 / 40/10

REGISTRAR GENERAL'S NOTICE OF  
 PLAN IN RESISTION GENERAL'S OFFICE.

I, Bruce Richard Dupuis, Under Secretary for Land and  
 Registrar General for New South Wales, do hereby  
 certify that the above plan is a photograph made on a permanent record of a  
 document in my custody this day.

7th May 1981



**FRAME 1**

APPROVED SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS  
 AS TO USER APPROVED TO BE CHARGED PURSUANT TO SECTION 018  
 OF THE CONVEYANCES ACT 1919-1966

Page 1 of 5 sheets

PLAN: 02280415  
 subdivision of lots 1 and 3  
 in DP 528190 being the whole of the  
 fields comprised in certificates and 17%  
 lot 36 1st of 20348 being the whole of  
 the land comprised in certificates of  
 title volume 14655 folio 39 and section  
 244 in Crown grant volume 47227  
 which are the subject of a class  
 certificate no. 57280

Particulars of the proposed  
 easement:  
 Particulars of the proposed  
 easement:  
 Particulars of the proposed  
 easement:  
 Particulars of the proposed  
 easement:

Particulars of the proposed  
 easement:  
 Particulars of the proposed  
 easement:  
 Particulars of the proposed  
 easement:

**PART 1**

1. Identity of easement  
 or restriction to be  
 created by the  
 proposed plan:  
 SECTION 3 WIDE  
 EASEMENT TO DRAIN WATER 2.5 WIDE

Lot: 316  
 317  
 318  
 319

2. Identity of easement  
 or restriction to be  
 created by the  
 proposed plan:  
 SECTION 3 WIDE  
 EASEMENT TO DRAIN WATER 2.5 WIDE

APPROVED BY THE COUNCIL OF THE CITY OF SYDNEY

*[Signature]*  
 Mayor  
 City of Sydney Council

APPROVED SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS  
 AS TO USER APPROVED TO BE CHARGED PURSUANT TO SECTION 018  
 OF THE CONVEYANCES ACT 1919-1966

Page 2 of 5 sheets

PLAN: 02280415

subdivision of lots 1 and 1 in DP  
 58189 being the whole of the 2nd  
 portion in certificate of title  
 volume 14850 folio 170 and 1701  
 and 36 1st of 20348 being the whole  
 of the land comprised in certificates  
 of title volume 14655 folio 39 and  
 section 244 in Crown grant volume  
 47227 and general by  
 certificate no. 57280

**PART 2**

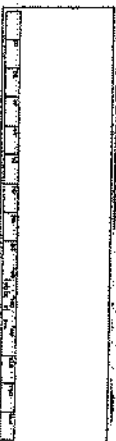
1. Identity of easement  
 or restriction to be  
 created by the  
 proposed plan:  
 SECTION 3 WIDE  
 EASEMENT TO DRAIN WATER 2.5 WIDE

Lot: 316  
 317  
 318  
 319

2. Identity of easement  
 or restriction to be  
 created by the  
 proposed plan:  
 SECTION 3 WIDE  
 EASEMENT TO DRAIN WATER 2.5 WIDE

APPROVED BY THE COUNCIL OF THE CITY OF SYDNEY

*[Signature]*  
 Mayor  
 City of Sydney Council



1. From Richard Durlin, Registrar General for New South Wales, seal of  
 the Registrar General for New South Wales, seal of the Registrar General  
 for New South Wales, seal of the Registrar General for New South Wales,  
 15th day of October, 1988

02280415

02280415

PROPOSER'S AFFIDAVIT FOR TERMS OF ASSURANCE AND ASSURANCES  
As to the compliance of the proposed assurance with section 88B  
OF THE CONDOMINIUM ACT 1987

Page 3 of 5 pages

NOTE:  
DP260415  
Subdivision of lots 1 and 2 in DP  
892612 being the site of the  
proposed building at 100/102  
Newman Street, Sydney, NSW, and 20/21 for  
use as a residential building on the whole of  
the land comprised in Certificate of  
Title Volume 1096 Folio 56-58  
Section 314 in Crown Grant Volume  
#2274 Folio 57 and covered by  
General Clerk's Certificate No. 5900  
of 1990.

1. Identity of Assuror  
or Assuree  
Identified referred to  
in the Assurances  
is as follows:

Lot 1 Assuror  
Lot 2 Assuror  
Lot 3 Assuror  
Lot 4 Assuror  
Lot 5 Assuror  
Lot 6 Assuror  
Lot 7 Assuror  
Lot 8 Assuror  
Lot 9 Assuror  
Lot 10 Assuror

APPROVED BY THE COUNCIL OF THE CITY OF SYDNEY

*[Signature]*  
CITY CLERK

PROPOSER'S AFFIDAVIT FOR TERMS OF ASSURANCE AND ASSURANCES  
As to the compliance of the proposed assurance with section 88B  
OF THE CONDOMINIUM ACT 1987

Sheet 4 of 5 sheets

NOTE:  
DP260415  
Subdivision of lots 1 and 2 in DP  
892612 being the site of the  
proposed building at 100/102  
Newman Street, Sydney, NSW, and 20/21 for  
use as a residential building on the whole of  
the land comprised in Certificate of  
Title Volume 1096 Folio 56-58  
Section 314 in Crown Grant Volume  
#2274 Folio 57 and covered by  
General Clerk's Certificate No. 5900  
of 1990.

2. Terms of Assurance  
As to the compliance of the proposed assurance with section 88B  
of the Condominium Act 1987

(a) No person shall be permitted to be elected as a  
member of the Council of the City of Sydney  
or to hold office as a member of the Council  
of the City of Sydney unless he or she is  
qualified to hold office as a member of the  
Council of the City of Sydney.

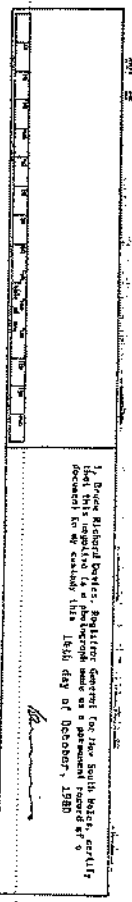
THE COMMON SEAL OF THE  
CITY OF SYDNEY  
I, *[Signature]*  
Mayor  
of the City of Sydney



APPROVED BY THE COUNCIL OF THE CITY OF SYDNEY

*[Signature]*  
CITY CLERK

FRAME 2



I, Bruce Richard Davies, Registrar-General for the State of New South Wales, certify that this is a true and correct copy of the original as recorded in the office of the Registrar-General on the 15th day of October, 1980.

FRAME 3

REGISTRATION SERVICE DEPARTMENT AND INSTRUCTIONS  
AS TO USES TO BE MADE OF THIS DOCUMENT  
BY THE REGISTRAR GENERAL  
1980

Page 3 of 5 pages

REGISTRATION SERVICE DEPARTMENT AND INSTRUCTIONS  
AS TO USES TO BE MADE OF THIS DOCUMENT  
BY THE REGISTRAR GENERAL  
1980

REMOVED BY THE COMMISSIONER OF THE CITY OF BANGKOK

*R. A. Miller*  
Registrar General  
1980

*[Signature]*

REGISTERED AND NOTED  
ASSISTANT TO SECTION 21, COMMUNICATIONS UNIT  
1980

0260415  
24/9/1980

I, Bruce Richard Davies, Registrar General for the South Wales, certify  
that the above is a true and correct copy of the original as deposited  
with me on the 14th day of October, 1980

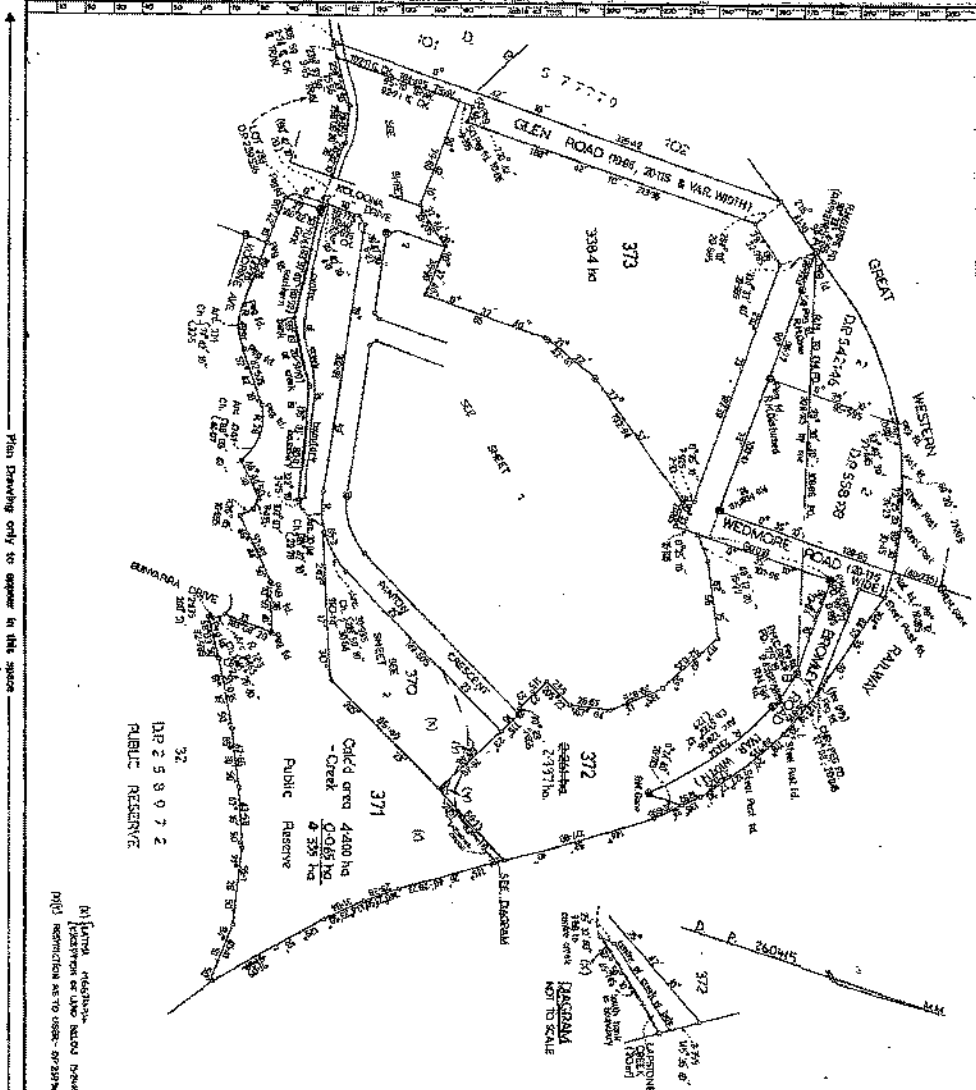
*[Signature]*

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CHECKING OR FOLDING WILL LEAD TO REJECTION

DP28815 OFFICE USE ONLY

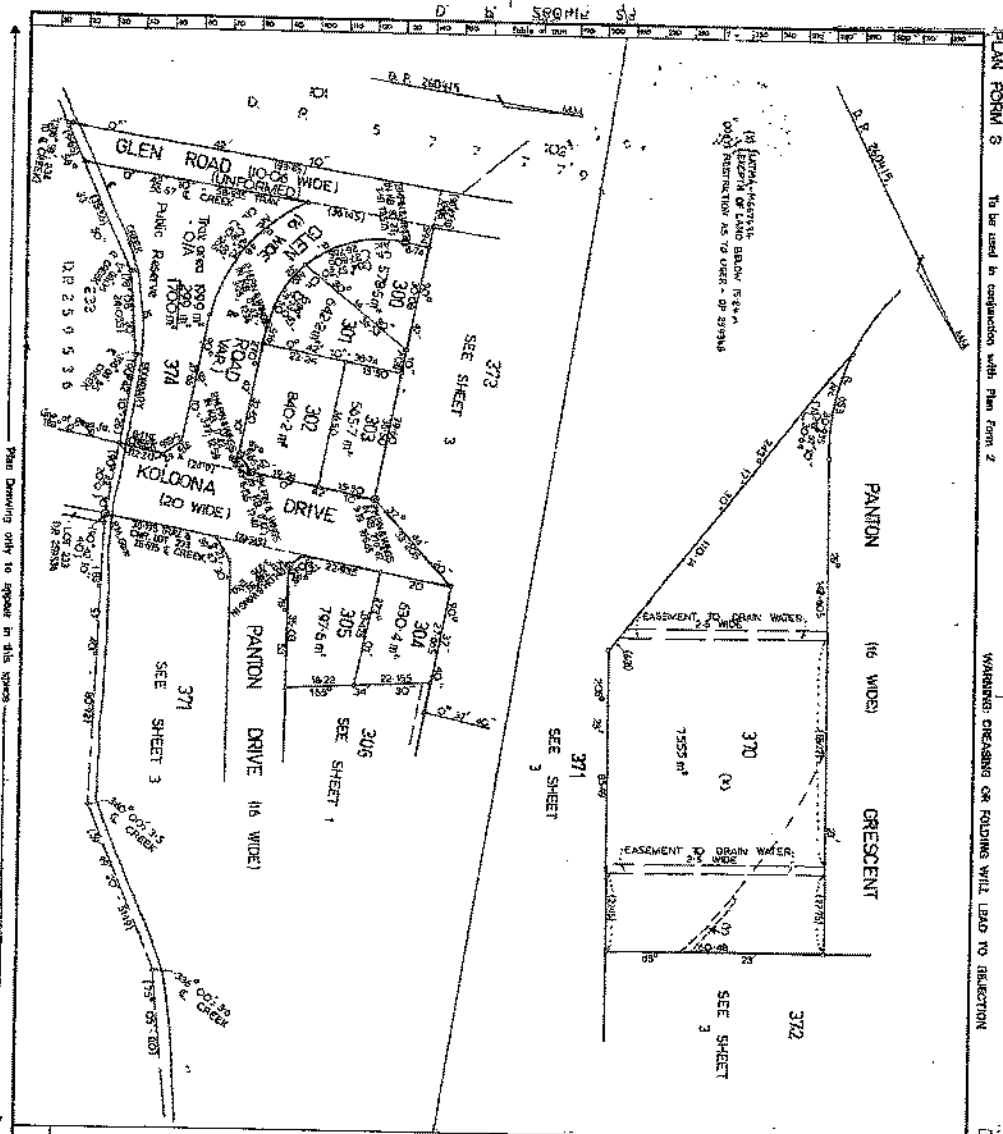


<p>DP 2 5 8 0 7 2 PUBLIC RESERVE</p> <p>(a) LATERAL RESERVATION                  (b) EXCEPTION TO LATERAL RESERVATION                  (c) RESERVATION AS TO USER - DP 28815</p>		<p>Scale: 1:2500                  Lengths in metres</p>
<p>ALTERED PLAN 1 CONFIRMED                  MADE BY ME ON 28/08/2002                  17/01/00                  [Signature]</p>		<p>REGISTRAR GENERAL                  [Signature]</p>
<p>REGISTRAR GENERAL                  [Signature]</p>		<p>REGISTRAR GENERAL                  [Signature]</p>

ADJUSTMENTS AND/OR ADDITIONAL NOTES ON  
 PLAN TO REGISTRAR GENERAL'S OFFICE

I, Brian Richard Davies, Under Secretary for Lands and  
 Registrar General for New South Wales, certify that this  
 document is a correct copy of the original.

7th May, 1991



PLAN FORM 3 To be used in conjunction with Plan Form 2  
 WARNING: CHANGING OR FOLDING WILL LEAD TO MISRECTION  
 DP289415 OFFICE USE ONLY 3

ASSIGNMENT MADE/ADDITION MADE ON  
 PLAN IN REGISTRAR GENERAL'S OFFICE.

I, Bruce Richard Douglas, Under Secretary, Registrar General for New South Wales, certify that the assignment is a photograph made as a permanent record of a document in my custody this day.

17th May, 1992

Registration Fee: 11.000  
 Stamp Fee: 1.000  
 STAMPING APPROPRIATE: 22/79-49/9

REGISTRAR GENERAL  
 COMMONWEALTH OF AUSTRALIA

ASSIGNMENT & ADDITION MADE BY ME ON 22/5/92 & 3/10/90

REGISTERED UNDER SECTION 49(1)(b)

This is sheet 2 of 3 of plan in 3 sheets dated 28th APRIL 1992

Surveyor registered under Section 49(1)(b)

This is sheet 2 of the plan of 55/140 shown created by my Certificate No. 55/140

Signature and seal only

Stamp: 17th May 1992

PLAN FORM 2

Specimens not made available

10/11/81  
 10/11/81  
 10/11/81



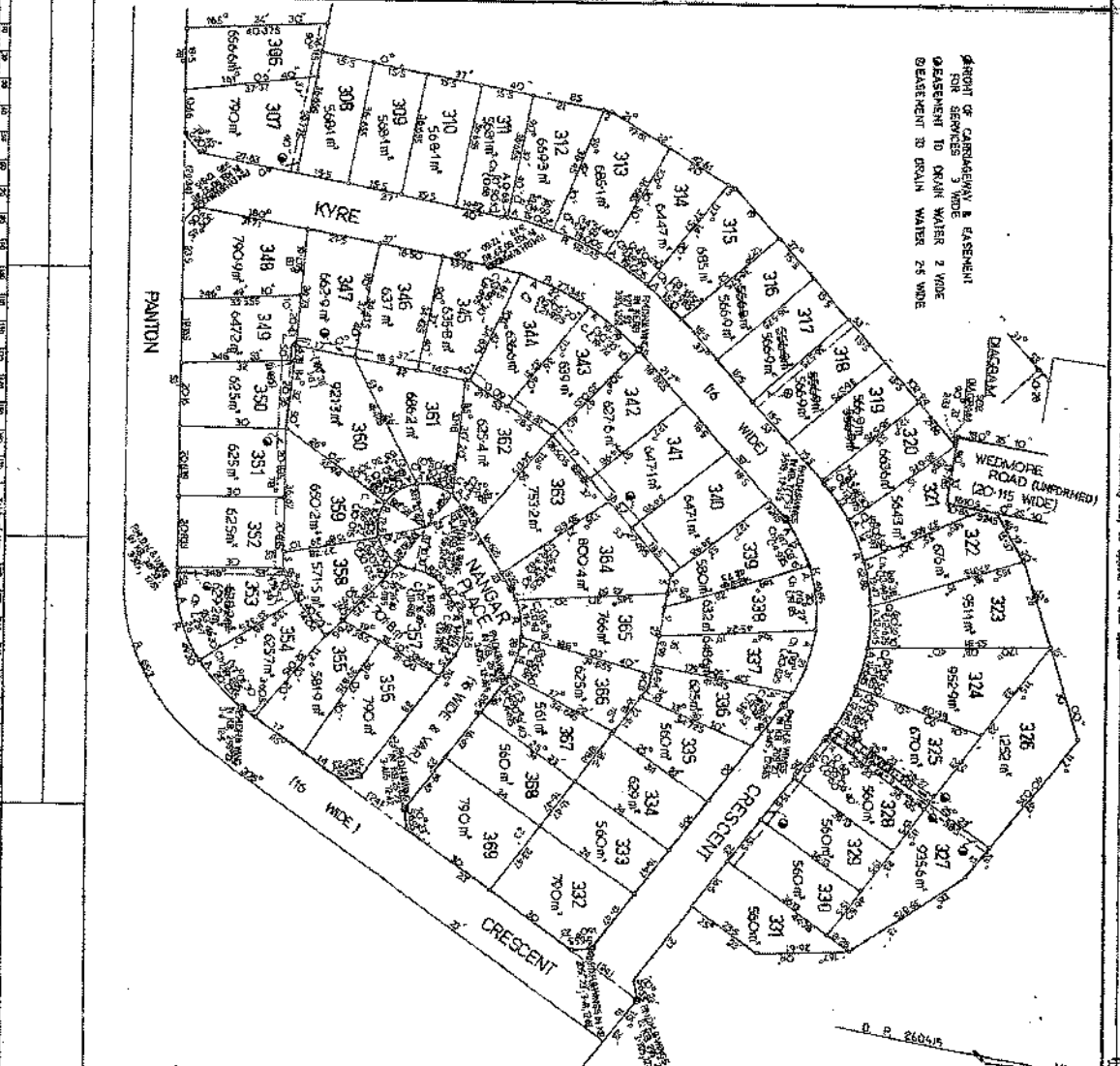
*Handwritten signatures and initials*

ADDITION OF PART LAYSTONE GREEK TO LOT 311

Control Order's Conditions S376

1. The purpose of this plan is to show the subdivision of land for the purposes of the Control Order's Conditions S376.  
 2. The subdivision is shown in accordance with the Control Order's Conditions S376.  
 3. The subdivision is shown in accordance with the Control Order's Conditions S376.  
 4. The subdivision is shown in accordance with the Control Order's Conditions S376.  
 5. The subdivision is shown in accordance with the Control Order's Conditions S376.  
 6. The subdivision is shown in accordance with the Control Order's Conditions S376.  
 7. The subdivision is shown in accordance with the Control Order's Conditions S376.  
 8. The subdivision is shown in accordance with the Control Order's Conditions S376.  
 9. The subdivision is shown in accordance with the Control Order's Conditions S376.  
 10. The subdivision is shown in accordance with the Control Order's Conditions S376.

H. P. D.



FRONT OF CARPENTRY & EASTERN FOR SERVICES 3 WIDE  
 GASEMENT TO DRAIN WATER 2 WIDE  
 GASEMENT TO DRAIN WATER 25 WIDE

WEDMORE ROAD (UNFORMED) 120-115 WIDE

ADJUSTMENTS AND/OR ADDITIONS NOTED ON PLAN IN REGISTRAR GENERAL'S OFFICE

WARNING: CHANGING OR REMOVING WILL LEAD TO REJECTION

I, Bruce Richard Fowler, Clerk of the Registrar General, do hereby certify that the above is a true and correct copy of the original plan as filed in my custody, this day, 7th May, 1981.

69-80415 - OFFICE USE ONLY

<p>Registered: <b>D. P. 260415</b></p> <p>Lot: 308 &amp; 309 of 6-6-80</p> <p>Title: SUBDIVISION</p> <p>Plan No: U6640-91</p> <p>Lot Plan No: 299948, DP 55848</p> <p>Plan: OF SUBDIVISION OF LOTS 1 &amp; 2 DP 55848 &amp; LOT 3 &amp; 4 DP 55848 &amp; LOT 3 &amp; 4 DP 55848</p>	<p>Registered: <b>9101980</b></p> <p>Lot: 308 &amp; 309 of 6-6-80</p> <p>Title: SUBDIVISION</p> <p>Plan No: U6640-91</p> <p>Lot Plan No: 299948, DP 55848</p> <p>Plan: OF SUBDIVISION OF LOTS 1 &amp; 2 DP 55848 &amp; LOT 3 &amp; 4 DP 55848 &amp; LOT 3 &amp; 4 DP 55848</p>	<p>Registered: <b>9101980</b></p> <p>Lot: 308 &amp; 309 of 6-6-80</p> <p>Title: SUBDIVISION</p> <p>Plan No: U6640-91</p> <p>Lot Plan No: 299948, DP 55848</p> <p>Plan: OF SUBDIVISION OF LOTS 1 &amp; 2 DP 55848 &amp; LOT 3 &amp; 4 DP 55848 &amp; LOT 3 &amp; 4 DP 55848</p>
<p>Registered: <b>9101980</b></p> <p>Lot: 308 &amp; 309 of 6-6-80</p> <p>Title: SUBDIVISION</p> <p>Plan No: U6640-91</p> <p>Lot Plan No: 299948, DP 55848</p> <p>Plan: OF SUBDIVISION OF LOTS 1 &amp; 2 DP 55848 &amp; LOT 3 &amp; 4 DP 55848 &amp; LOT 3 &amp; 4 DP 55848</p>	<p>Registered: <b>9101980</b></p> <p>Lot: 308 &amp; 309 of 6-6-80</p> <p>Title: SUBDIVISION</p> <p>Plan No: U6640-91</p> <p>Lot Plan No: 299948, DP 55848</p> <p>Plan: OF SUBDIVISION OF LOTS 1 &amp; 2 DP 55848 &amp; LOT 3 &amp; 4 DP 55848 &amp; LOT 3 &amp; 4 DP 55848</p>	<p>Registered: <b>9101980</b></p> <p>Lot: 308 &amp; 309 of 6-6-80</p> <p>Title: SUBDIVISION</p> <p>Plan No: U6640-91</p> <p>Lot Plan No: 299948, DP 55848</p> <p>Plan: OF SUBDIVISION OF LOTS 1 &amp; 2 DP 55848 &amp; LOT 3 &amp; 4 DP 55848 &amp; LOT 3 &amp; 4 DP 55848</p>

REGISTERED PLAN NO: 221155-9

INDEMNITY CERTIFICATE AND TERMS OF ASSURANCE AND INSURATIONS AS TO USER  
 PROVIDED TO BE OBTAINED PURSUANT TO SECTION 933 OF THE CONSERVATION  
 ACT 1913-1956

Sheet 1 of 2 sheets

PLAN: D2281086  
 Subdivision of Lot 321 in Dependent  
 Plan 250415, Lot 31 in Dependent Plan  
 261090 and covered by Council Order's  
 Certificate No. 147/80 of 1980.

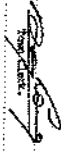
Full name and address  
 of the proprietor of  
 the land: Edward Holdings Pty. Limited  
 Pacific Investment Pty. Limited both of  
 105 George Street, Brisbane.

Ball area and address  
 of herbage of the  
 land: The Royal Bank of New South Wales,  
 1 Oxford Street, Sydney.

1. Liability of Government  
 or herbage estate  
 indemnified there: Easement to drain water 2 sides.  
 Easement to drain water 2 sides.

Lot	Area	Lot	Area
1	2.1	1	2.1
2	2.1	2	2.1
3	2.1	3	2.1
4	2.1	4	2.1
5	2.1	5	2.1
6	2.1	6	2.1
7	2.1	7	2.1
8	2.1	8	2.1
9	2.1	9	2.1
10	2.1	10	2.1
11	2.1	11	2.1
12	2.1	12	2.1
13	2.1	13	2.1
14	2.1	14	2.1
15	2.1	15	2.1
16	2.1	16	2.1
17	2.1	17	2.1
18	2.1	18	2.1
19	2.1	19	2.1
20	2.1	20	2.1
21	2.1	21	2.1
22	2.1	22	2.1
23	2.1	23	2.1
24	2.1	24	2.1
25	2.1	25	2.1
26	2.1	26	2.1
27	2.1	27	2.1
28	2.1	28	2.1
29	2.1	29	2.1
30	2.1	30	2.1
31	2.1	31	2.1
32	2.1	32	2.1

APPROVED BY THE COUNCIL OF THE CITY OF BRISBANE

  
 Mayor

INDEMNITY CERTIFICATE AND TERMS OF ASSURANCE AND INSURATIONS AS TO USER  
 PROVIDED TO BE OBTAINED PURSUANT TO SECTION 933 OF THE CONSERVATION  
 ACT, 1913-1956

Sheet 2 of 2 sheets

PLAN: D2281086  
 Subdivision of Lot 321 in Dependent  
 Plan 250415, Lot 31 in Dependent Plan  
 261090 and covered by Council Order's  
 Certificate No. 147/80 of 1980.

2. Liability of Proprietor  
 as to her estate  
 indemnified there: Restriction as to user.

Lot Area: Lot 31  
 Area: 2.1  
 Lot 32  
 Area: 2.1

PART 2


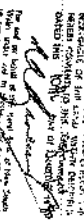
TERMS OF ASSURANCE AS TO USER GOVERNMENT EASEMENT TO IN THE  
 APPROVED BY THE COUNCIL OF THE CITY OF BRISBANE

- (a) No fence shall be permitted to be erected along any road  
 or highway or along the boundaries of any allotment in this  
 plan or along the boundaries of the land.
- (b) The person or persons having the right to pass over or  
 along the road or highway shall be entitled to use the same  
 for the purpose of the road or highway.

THE COMMON SEAL OF PACIFIC INVESTMENT  
 PTY. LIMITED was hereunto affixed by  
 authority of the Board of Directors  
 in the presence of:  
 Director  
 Director



APPROVED BY THE COUNCIL OF THE CITY OF BRISBANE

  
 Mayor  
  
 Registrar

THIS PLAN OF THE CITY OF BRISBANE  
 WAS REGISTERED ON THE 14th DAY OF MARCH 1981  
 AND THE COMMON SEAL OF THE CITY OF BRISBANE  
 WAS HEREONTO AFFIXED BY AUTHORITY OF THE  
 COUNCIL OF THE CITY OF BRISBANE  
 IN THE PRESENCE OF:  
 Mayor  
 Registrar

FRAME 1

I, Bruce Richard Deane, Under Secretary for Lands and  
 Registrar General for the State of Queensland, certify that this  
 document is a permanent record of a  
 document in my custody this day.  
 30th March, 1981.



**FRAME 2**

I, Anna Richard Davies, Under Secretary, for Land and Registrar General for New South Wales, certify that this negative is a photograph made in a presence of a document in my custody this day.

9th March, 1981

REGISTERED SERVICE UNIT - INFORMATION SERVICE  
REGISTERED TO: 30/04/81 - 31/03/82  
IN SERVICE UNIT 0261086  
5.5.1981

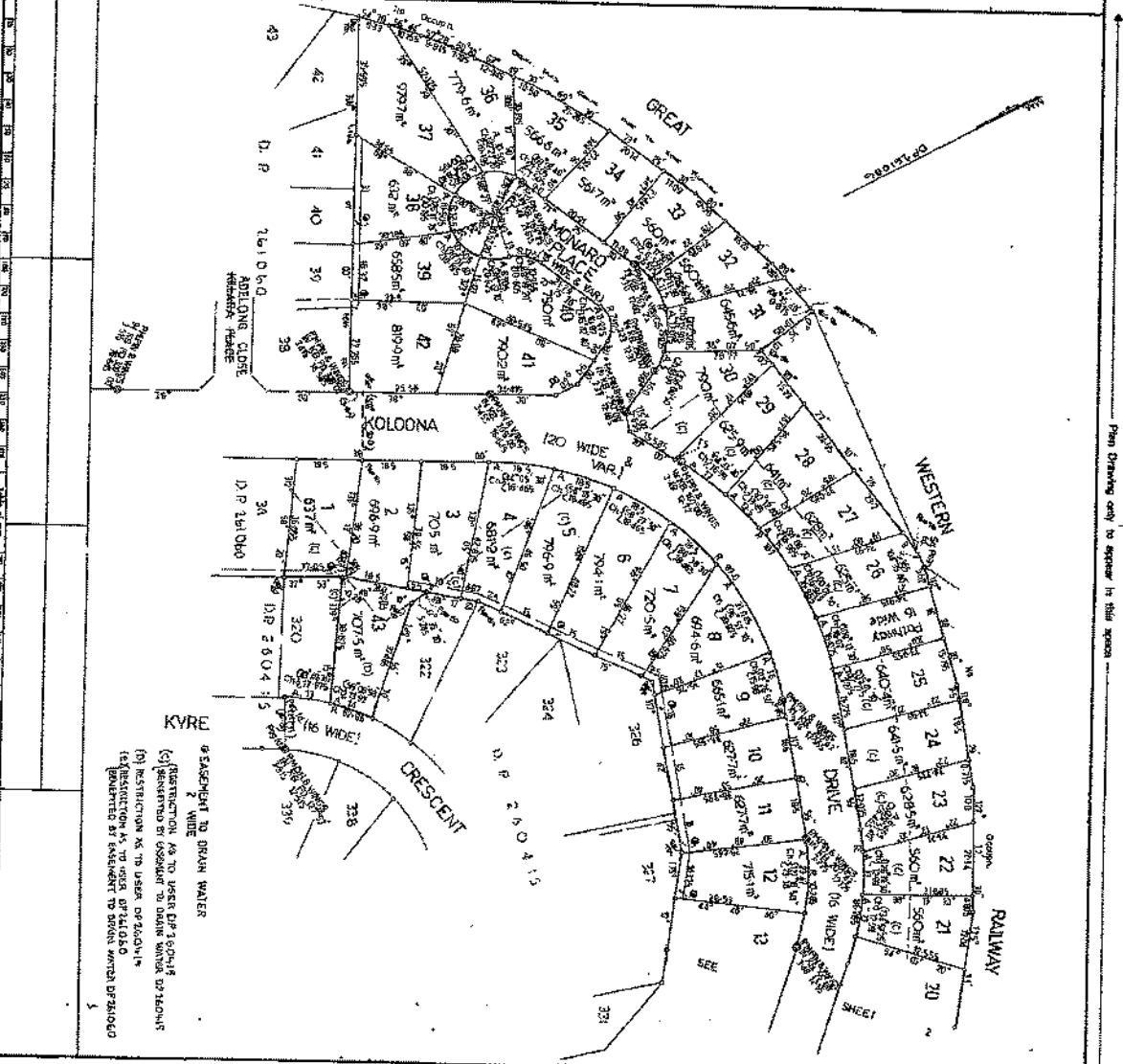


PLAN FORM 2



*Handwritten signatures and notes:*  
 J. M. ...  
 ...

**Important note:**  
 This plan is subject to the provisions of the Real Estate (Conveyancing) Act 1919 and the provisions of the Real Estate (Conveyancing) Act 1936. It is a condition of the registration of this plan that the applicant shall indemnify the Registrar-General for any loss or damage which may be incurred by the Registrar-General in consequence of the registration of this plan.



DP 261086	Highway: 5.3.1981	CAINS 57379 & 57389 DP 8.12.1980	Division: TORRENS	Form: SUBDIVISION	Old No: U6460-51	New No: DP 261086
PLAN OF SUPERVISION OF LOT 32, DP 260415 & LOT 37, DP 261086	Reduction Plans to BCC	EMU PLAINS	STRAATHOON	COOK	2	2
IT IS INTENDED TO DEDICATE 1. MONARO DRIVE, 20 WIDE & 3. MONARO PLACE, 18 WIDE & VAR. TO THE PUBLIC.	PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1984, IT IS INTENDED TO CREATE:	1. EASEMENT TO DRAIN WATER	2. RESTRICTION AS TO USER	(a) RESTRICTION AS TO USER OF LOT 32	(b) RESTRICTION AS TO USER OF LOT 37	(c) RESTRICTION AS TO USER OF LOT 32 & 37

**WARNING: CHANGING OR FOLIOING WILL LEAD TO REJECTION**

1. Since the Registrar-General is not a solicitor, he cannot be held responsible for any error or omission in this plan. It is the responsibility of the applicant to ensure that this plan is correct and complete. The Registrar-General will not be responsible for any loss or damage which may be incurred by the applicant in consequence of the registration of this plan.

745 MAY 1981

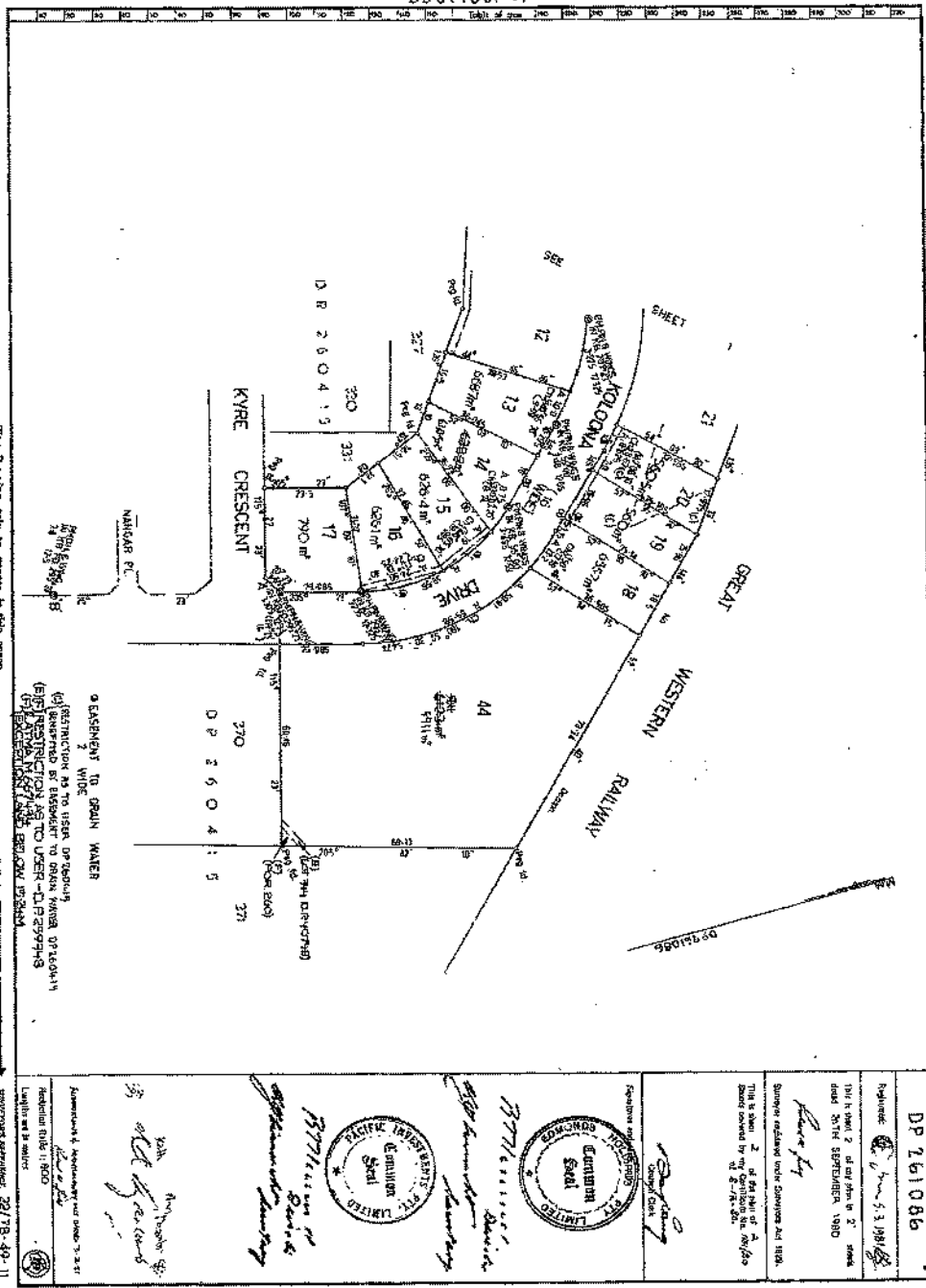
06501086/15

Plan Drawing only to appear in this space

DP 261086 - SERVICE USE ONLY

1 2 3 4 5 6 7 8 9 10

PLAN FORM 3 To be used in conjunction with Form 2  
 WARNING: CHANGING OR PALMING WILL LEAD TO REJECTION



AMENDMENT'S AND/OR ACQUISITION NOTED ON  
 PLAN IN REGISTRAR GENERAL'S OFFICE:

I, Bruce Richard Dwyer, Under Secretary for Lands and  
 Registrar General for New South Wales, certify that this  
 document is a true and correct copy of a permanent record of a  
 document in my custody. This day  
 7th May, 1991

DP261086 P OFFICE USE ONLY  
 DP 261086

Reference: *DP 261086 P*  
 1991 (L) 2 of 2 (2/26/91) at 2:00  
 filed 20th SEPTEMBER 1990

Shirley (sealed) under conditions and rules  
 This is plan 2 of 2 (2/26/91) at 2:00  
 filed 20th SEPTEMBER 1990

*[Signature]*  
 Registrar General

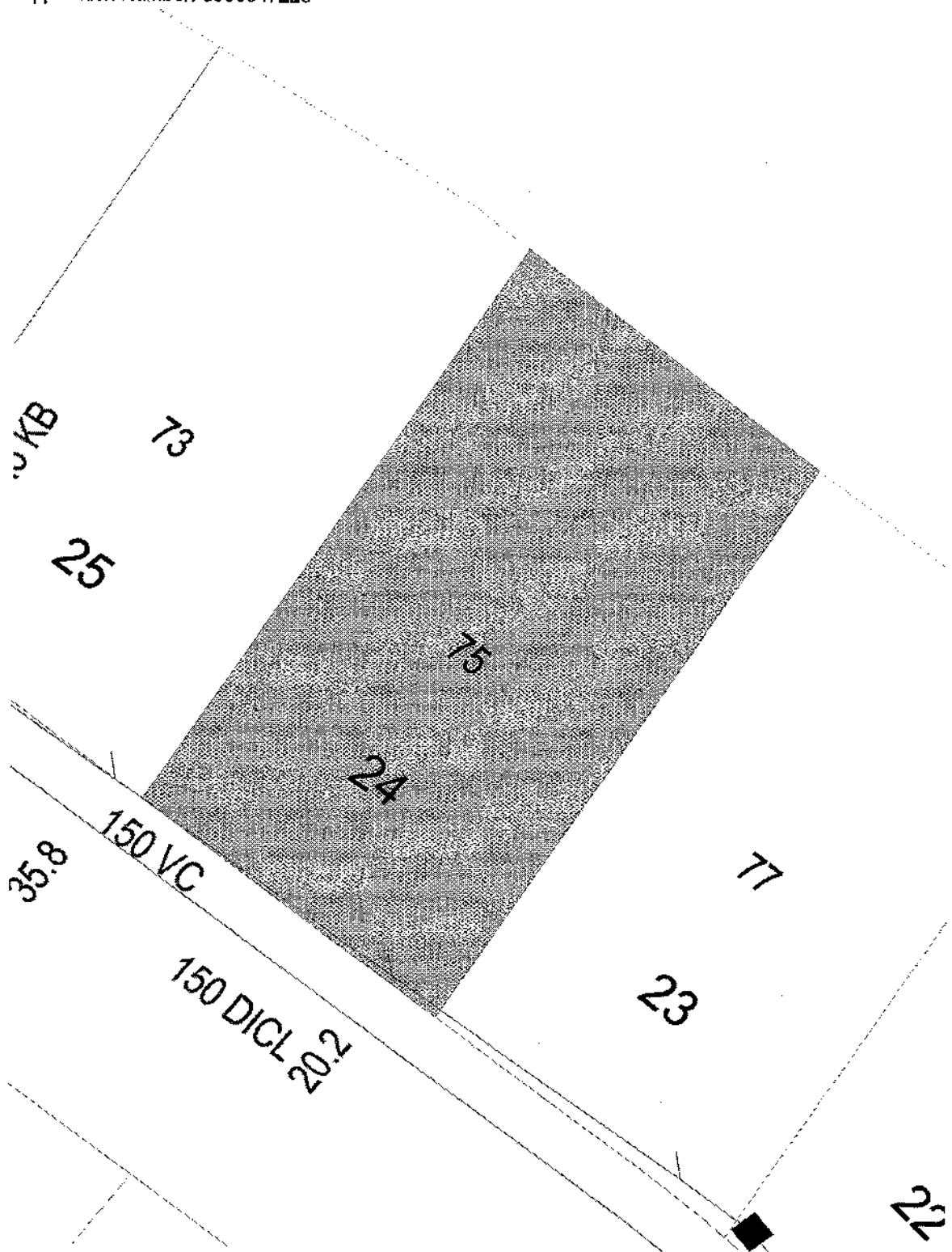


*[Signatures]*  
 Registrar General

Amendment & Acquisition of DP 261086 P  
 Registrar General  
 Registrar General's Office  
 28/78-40-11

DP 261086 P

**Service Location Print**  
Application Number: 8000947228



Document generated at 05-08-2021 05:30:42 PM

**Disclaimer**

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

# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 30 (24 hours, 7 days)**

### Disclaimer

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

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

Property No: 369103  
Your Reference: 221155-#86014934#  
Contact No.

Issue Date: 09 August 2021  
Certificate No: 21/04373

Issued to: Infotrack  
D X 578  
SYDNEY

PRECINCT 2010

**DESCRIPTION OF LAND**

**County:** COOK

**Parish:** STRATHDON

**Location:** 75 Koloona Drive EMU PLAINS NSW 2750

**Land Description:** Lot 24 DP 261086

**- PART 1 PRESCRIBED MATTERS -**

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

**1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs**

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

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

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

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

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

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

State Environmental Planning Policy No.21 - Caravan Parks.

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

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

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

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

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.  
State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).  
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (Note: This policy applies to land within New South Wales that is land zoned primarily for urban purposes or land that adjoins land zoned primarily for urban purposes, but only as detailed in clause 4, 4A and 4B of the policy.)  
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.  
State Environmental Planning Policy (State Significant Precincts) 2005.  
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.  
State Environmental Planning Policy (Infrastructure) 2007.  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.  
State Environmental Planning Policy (Affordable Rental Housing) 2009.  
State Environmental Planning Policy (State and Regional Development) 2011.  
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.  
State Environmental Planning Policy (Educational Establishments and Child Care Centre Facilities) 2017.  
State Environmental Planning Policy (Primary Production and Rural Development) 2019.  
State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

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

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

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

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

Draft State Environmental Planning Policy (Housing) 2021 applies to the land.

Draft State Environmental Planning Policy (Cumberland Plain Conservation) applies to the land.

Draft State Environmental Planning Policy (Educational Establishments and Child Care Centre Facilities) 2017 applies to the land.

Draft State Environmental Planning Policy (Design and Place) applies to the land.

Draft State Environmental Planning Policy (Primary Production and Rural Development) 2019 applies to the land.

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

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

**PLANNING CERTIFICATE UNDER SECTION 10.7**

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 2014 applies to the land.

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

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

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

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

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

**1. Objectives of zone**

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

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

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

**4 Prohibited**

Any development not specified in item 2 or 3



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

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**Flood planning**

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

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

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

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

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

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

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

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

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

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

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

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

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

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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

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

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

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

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

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

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

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

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

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

**3 COMPLYING DEVELOPMENT**

***HOUSING CODE***

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

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

***RURAL HOUSING CODE***

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

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

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

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***LOW RISE HOUSING DIVERSITY CODE***

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

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

***GREENFIELD HOUSING CODE***

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

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

***HOUSING ALTERATIONS CODE***

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

***GENERAL DEVELOPMENT CODE***

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

***COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE***

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

***SUBDIVISIONS CODE***

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

***DEMOLITION CODE***

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

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

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

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

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

***FIRE SAFETY CODE***

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

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

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

**4 COASTAL PROTECTION**

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

**5 MINE SUBSIDENCE**

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

**6 ROAD WIDENING AND ROAD REALIGNMENT**

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

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

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

**(a) Council Policies**

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

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

**(b) Other Public Authority Policies**

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

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

**7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

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

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- (1) Development on the land or part of the land (if such development is permissible on the land) is within the flood planning area and subject to flood related development controls.
- (2) This land has not been identified as being between the flood planning area and the probable maximum flood.

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

**8 LAND RESERVED FOR ACQUISITION**

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

**9 CONTRIBUTIONS PLANS**

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

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

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

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

**9A BIODIVERSITY CERTIFIED LAND**

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

**10 BIODIVERSITY STEWARDSHIP SITES**

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

**10A NATIVE VEGETATION CLEARING SET ASIDES**

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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

**11 BUSH FIRE PRONE LAND**

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

**12 PROPERTY VEGETATION PLANS**

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

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

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

**14 DIRECTIONS UNDER PART 3A**

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

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

(Information is provided in this section only if:

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

**16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE**

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

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

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land; and/or

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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- (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.)

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

**20 LOOSE FILL ASBESTOS INSULATION**

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

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

**21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS**

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

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

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

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

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

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

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

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

**Warwick Winn**  
General Manager

per





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

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**Please note:**

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

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

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