

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
<b>vendor's agent</b>	Stanton & Taylor 371 High Street, Penrith, NSW 2750	<b>phone:</b> 4731 2899 <b>email:</b> ian@stantonandtaylor.com.au <b>ref:</b> Ian Ahearn
<b>co-agent</b>		
<b>vendor</b>	Caterina Cristofaro 15 Silkwood Avenue, Claremont Meadows, NSW 2747	
<b>vendor's solicitor</b>	Rayward Conveyancing Suite 1, Level 1 4-10 Hillcrest Road Pennant Hills NSW 2120	<b>phone:</b> 9481 7000 <b>email:</b> alison@raywardconveyancing.com.au <b>ref:</b> 250238
<b>date for completion</b>	42nd day after the date of this contract	(clause 15)
<b>land (address, plan details and title reference)</b>	15 SILKWOOD AVE CLAREMONT MEADOWS NSW 2747 LOT 202 DEPOSITED PLAN 1157160 Folio Identifier 202/1157160	
<b>improvements</b>	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <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:	
<b>attached copies</b>	<input checked="" 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.

<b>inclusions</b>	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: garden shed; alarm; rain water tank
<b>exclusions</b>	
<b>purchaser</b>	
<b>purchaser's solicitor</b>	
<b>price</b>	
<b>deposit</b>	
<b>balance</b>	(10% of the price, unless otherwise stated)
<b>contract date</b>	(if not stated, the date this contract was made)

**Where there is more than one purchaser**    ☐ JOINT TENANTS  
☐ tenants in common    ☐ in unequal shares, specify:

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

**buyer's agent**

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed by</b></p>     <p>Caterina Cristofaro</p> <p>_____</p> <p>Vendor</p>     <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>     <p>_____</p> <p>Purchaser</p>     <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>     <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>     <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

**Choices**Vendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)**Manual transaction** (clause 30)☐ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☐ yes**GST:** Taxable supply☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

☒ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an **GSTRW payment**☐ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

**GSTRW payment (GST residential withholding payment) – 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 representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

## List of Documents

<p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input checked="" type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 59 other document relevant to the off the plan contract</p> <p><b>Other</b></p> <p><input type="checkbox"/> 60</p>
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**HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number**

<b>SOLICITOR'S/LICENSED CONVEYANCER'S SECTION 66W CERTIFICATE</b>	
<b>Solicitor/ Conveyancer:</b>	I,  of _____  <div style="text-align: right;">certify as follows:</div>
<b>Particulars:</b>	<b>Vendor:</b> Caterina Cristofaro  <b>Purchaser:</b>  <b>Property:</b> 15 Silkwood Avenue, Claremont Meadows NSW 2747
<b>Certificate:</b>	<p>a. I am a Solicitor/Licensed Conveyancer currently admitted to practice in New South Wales.</p> <p>b. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to the within Contract for Sale of Land in order that there is no cooling off period in relation to that Contract.</p> <p>c. I do not act for, and I am not employed in the legal practice of a Solicitor/Licensed Conveyancer acting for the Vendor, nor am I a member or employee of a firm of which a Solicitor/Licensed Conveyancer acting for the Vendor is a member or employee.</p> <p>d. I have explained to the Purchaser:</p> <p style="margin-left: 40px;">(i)     The effect of the Contract for the purchase of the Property;</p> <p style="margin-left: 40px;">(ii)    The nature of this Certificate;</p> <p style="margin-left: 40px;">(iii)   The effect of giving this Certificate to the Vendor ie there is no cooling off period in relation to the Contract.</p>
<b>Date:</b>	
<b>Signature:</b>	<div style="text-align: center;">           _____  <b>Solicitor/Licensed Conveyancer for the Purchaser.</b> </div>

## **Auctions of Residential Property or Rural Land**

The following conditions apply:

1. The principal's reserve price must be given in writing to the auctioneer before the auction commences.
2. A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely that a bid may be made on behalf of the seller by the auctioneer.
3. The highest bidder is the purchaser, subject to any reserve price.
4. In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
5. The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
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.
7. A bid cannot be made or accepted after the fall of the hammer.
8. As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
9. All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
10. One bid only may be made on behalf of the seller by the auctioneer on behalf of the seller.
11. When making a bid on behalf of the seller, the auctioneer must clearly state that the bid was made on behalf of the seller.

Note: Bidding by a co-owner or executor must be identified in the auction conditions.

**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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
  - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
  - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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:
 

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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)**

1.1 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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<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>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic 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>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<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</i> by a <i>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>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</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</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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> ;
<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).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

## 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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
  - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
  - 4.2.2 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.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
  - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
  - 4.7.2 create and populate an *electronic transfer*;
  - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
  - 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 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.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
  - 4.11.2 all certifications required by the *ECNL* are properly given; and
  - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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.

- 4.13 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 –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 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.
- 16.4 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

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

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



**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

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

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 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;
  - 20.6.7 served at the earliest time it is served, if it is served more than once; and
  - 20.6.8 served if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 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 s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 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 14.6 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 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

**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 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
    - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
    - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
    - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
    - 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
  - **Place for completion**
    - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
      - 30.6.1 if a special completion address is stated in this contract - that address; or
      - 30.6.2 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
      - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
    - 30.7 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.
    - 30.8 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.
  - **Payments on completion**
    - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
    - 30.10 *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 –
      - 30.10.1 the amount is to be treated as if it were paid; and
      - 30.10.2 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).
    - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
    - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
      - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
      - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.12.3 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.
    - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
      - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
      - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
  - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 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.

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# Special Conditions

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## 33 Amendments to Standard Contract

- 33.1 Clause 6.2 is deleted;
- 33.2 Clause 7.1.1 is amended by deleting 5% and replacing it with 1%;
- 33.3 Clause 8 is amended by adding at the beginning of this clause “Despite any other provisions in this Contract,”
- 33.4 The first line of clause 10.1 is deleted and replaced with:  
“10.1 The purchaser cannot make a claim, requisition, objection, delay completion, rescind or terminate in respect of:”
- 33.5 Clauses 10.1.8 and 10.1.9 are amended by inserting after the word “substance”, the words “*or existence*”.
- 33.6 Clause 14.4.2 is deleted.
- 33.7 Clause 18.7 is deleted
- 33.8 Clauses 23.6, 23.7 and 23.9 are deleted.
- 33.9 Clause 23.13 is amended to read “The Purchaser is to obtain from the strata management/community title management, the information certificate (Section 184 or Section 26 Certificate) issued after the contract date in relation to the Lot, the scheme or higher scheme and serve same to the vendor at least 7 days before the date for completion.”.
- 33.10 Clause 25 is deleted

## 34 Definitions and general provisions

### 33.1 Definitions

In this agreement unless the context requires otherwise:

**Agreement** means the Contract for Sale of the Land between the Vendor and Purchaser including these further Special Conditions.

**Authority** is any government department, local government, government or statutory authority or any other party under a : Law which has a right to impose a requirement or whose consent or approval is required in respect of any matter concerning the Property.

**Completion Date** means the date detailed on the front page of this Agreement.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**GST** is a goods and services tax, as governed by the GST Act.

**GST Act** is *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Insolvent** means:

(a) With respect to a party who is a natural person that:

- (i) he commits an act of bankruptcy or is declared bankrupt or insolvent or his estate otherwise becomes liable to be dealt with under any bankruptcy or insolvency law;
- (ii) he is otherwise unable to pay his debts as and when they fall due; or



- (iii) something having a substantially similar effect to any of the circumstances detailed in any of subclauses (i) and (ii) above happens in connection with that person under the law of any jurisdiction; and
- (b) with respect to a party that is a company that:
  - (i) it is (or states that it is) insolvent (as defined in the Corporations Act);
  - (ii) it has a Controller (as defined in the Corporations Act) appointed to any part of its property;
  - (iii) it is in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, or wound up or has had a Receiver appointed to any part of its property;
  - (iv) it is subject to any arrangement, assignment, moratorium, or composition, protected from creditors under any statute, or dissolved (other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other party to this agreement);
  - (v) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that party, which is preparatory to or could result in any of the circumstances detailed in any of paragraphs (a), (b), (c) or (d) above;
  - (vi) it is taken (under section 459(F)(1) of the Corporations Act) to have failed to comply with a statutory demand;
  - (vii) it is the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act (or it makes a statement from which the other party to this agreement reasonably deduces it is so subject); or
  - (viii) it is otherwise unable to pay its debts as and when they fall due; or
  - (ix) something having a substantially similar effect to any of the circumstances detailed in any paragraph (i) to (viii) above happens in connection with that person under the law of any jurisdiction.

**Interest Period** means the period commencing on the day following the Completion Date and ending on the date of actual completion.

**Property** means the land as described on the front page of this Agreement.

**Law is:**

- (a) Commonwealth and State legislation including regulations, by-laws, and other subordinate legislation;
- (b) common law and equity;
- (c) Authority requirements; and
- (d) guidelines of the Commonwealth, the State and local governments and Authorities with which either party is legally required to comply.

**Purchaser** means the purchaser described on the front page of this Agreement.

### **34.2 Law of the Agreement**

This Agreement is governed by the laws of the State of New South Wales and each party submits to the non-exclusive jurisdiction of the courts of that State.

### **34.3 No assignment, mortgage or charge**

The Purchaser may not, prior to Completion, assign, mortgage, charge or otherwise dispose of all or any of its rights under this agreement without the prior written approval of the Vendor.

### **34.4 Entire agreement.**

This agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations.

### **34.5 References**

In this Agreement (unless the context otherwise requires):

- (a) references to parts, clauses, schedules and annexures refer to them of, in and to this agreement;
- (b) a reference to this agreement includes all schedules, exhibits and annexures to this agreement;
- (c) a reference to **including, includes or include** must be read as if it is followed by **(without limitation)**;
- (d) a reference to a court is to a court in the jurisdiction of Australia;
- (e) a reference to a party is to a party to this agreement;
- (f) where an expression is defined, any other part of speech or grammatical form of that expression has a corresponding meaning;
- (g) the singular includes the plural and vice-versa;
- (h) a reference any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinated legislation issued under that legislation or legislative provision;
- (i) headings do not affect the interpretation of this agreement;
- (j) a reference to any party includes that party's executors and permitted assigns; and
- (k) a reference to \$, AUD or dollar is to the currency of Australia.

### **35 Death and Mental Illness**

- 35.1 If a party (or if two or more persons are acting jointly then if any one of them) dies or becomes mentally ill prior to completion, then either party may rescind this Agreement by notice in writing in which event the provisions of Clause 19 will apply.
- 35.2 If a party is declared bankrupt or enters into any scheme or makes any assignment for the benefit of the creditors, or being a company resolve to go into liquidation or have a petition for the winding up of it or enters into any scheme of arrangement with its creditors or should any liquidator, receiver or official manager be appointed, then that party will be deemed to be in default hereunder and the provisions of clause 19 will apply.

### **36 Particulars of Title**

- 36.1 The Purchaser acknowledges that for the purposes of clause 4, the Agreement contains sufficient details of the Vendor's title to enable the Purchaser to prepare the form of Transfer referred to in that clause.

### **37 Property Condition**

#### **37.1 Condition of the Property**

The property is sold in its present condition and state of repair and the Purchaser may not make any claim for compensation, requisition, objection, delay completion or rescind this Agreement on account of:

- (a) any defects in the Property of which the Purchaser is or ought reasonably on inspection to have been aware; or
- (b) the state of repair of the improvements on the Property or any minor real or apparent breaches of:
  - (i) the *Environmental Planning and Assessment Act 1979* or regulations under that Act; or
  - (ii) the *Local Government Act 1993* or any regulations or ordinances under that Act.

## **37.2 No warranty by Vendor**

The Vendor makes no warranty:

- (a) that no hazardous material is present in, over or on the Property or as to the nature or extent to which the Property is or may be affected by hazardous materials; or
- (b) of the condition or position of any of the improvements on the Property or of the capacity, quality or condition of the Property or of its adequacy or suitability for the Purchaser's purposes.

## **38. Delay in Settlement**

### **38.1 Notice to Complete**

The parties agree that:

- (a) if either party does not complete this Agreement by the Completion Date the other party has the right to make time of the essence this Agreement by serving a notice to complete the Agreement;
- (b) a notice requiring completion after 14 days from its receipt is regarded by the parties as reasonable and sufficient to make that time for completion as an essential term of this Agreement.

### **38.2 Additional payment**

If the Purchaser is not ready willing and able to complete this Agreement on the Completion Date and the Vendor issues a Notice to Complete:

- (a) the Purchaser must pay to the Vendor the sum of \$440.00 (GST inclusive) being the value of additional work done by the Vendors' Conveyancer in relation to the issuance of the Notice to Complete and attendance to matters related to the late completion; and
- (b) payment of the sum pursuant to clause 38.2(a) is an essential term of this Agreement and the Vendor may terminate this Agreement and claim the deposit if the Purchaser fails or refuses to pay this sum to the Vendor.

### **38.3 Interest**

- (a) If completion does not occur on or before the completion date and the Vendor is not the cause of any delay, the Purchaser shall pay to the Vendor, on completion, interest calculated daily at the rate of 8% per annum on the outstanding balance of the purchase price payable under this Agreement, provided always that should the delay in completion be caused by the Vendor, no interest or compensation is payable by the Vendor.
- (b) It is an essential term of this Agreement that the Purchaser must pay the interest pursuant to clause 38.3(a) and the Vendor is not compelled to complete this Agreement unless the Purchaser pays to the Vendor on completion, the interest payable.

## **39 Restrictions**

### **39.1 Matters excluded**

The Purchaser may not raise any requisitions or objections or make any claim for compensation or delay completion or rescind or terminate this Agreement in respect of:

- (a) any latent or patent defects affecting the Property;
- (b) any boundary that is not fenced or any fences which are not on the correct boundary or the existence of any fencing arrangements that may or may not exist between the Vendor and adjoining landowners;
- (c) the existence or otherwise of any water, sewerage, drainage, gas, electrical or telephone services to the property or in any way affecting the Property;
- (d) the existence of any sewers, drains, pipes, cables, wires or installations which pass through, over or under the Property;
- (e) any breach of any Law in relation to the Property or any structure on the Property; or
- (f) the legality or otherwise of the existing use of the Property.

## **39.2 Services**

The Purchaser acknowledges that it is purchasing the Property (subject to s.52A of the *Conveyancing Act 1919*) and the regulations made under that section) subject to the Services and may not raise any requisitions or objections or make any claim for compensation or delay completion or rescind or terminate this Agreement in respect of:

- (a) the nature, location, availability or not of the Services or defects in the Services;
- (b) whether or not the Property is subject to or has the benefit of any rights or easements in respect of the Services;
- (c) any underground or surface stormwater drain passing through or over the or any manhole or vent on the Property; or
- (d) any rainwater downpipe being connected to the sewer.

## **40. Acknowledgements, warranties and representations**

- (a) The Purchaser acknowledges the Vendor's disclosure:
  - (i) in the annexed certificate under section 10.7 of the *Environmental Planning and Assessment Act 1979* of all environmental planning instruments, including draft planning instruments, affecting the property as notified by the relevant Council.
- (b) The Purchaser represents and warrants that:
  - (i) it has inspected the section 10.7 certificate and has obtained advice on that certificate and the instruments referred to therein;
  - (ii) it is satisfied about the purposes for which the Property may be used and about all restrictions and prohibitions on development of the Property;
  - (iii) it is satisfied as to the nature, quality, condition and state of repair of the Property;
  - (iv) it accepts the Property as it is together with all defects, latent or patent, and all dilapidation and infestation;
  - (v) it was not induced to enter into this Agreement by and did not rely on any representations or warranties by the Vendor, the Vendor's agent or persons on behalf of the Vendor about the subject matter of this Agreement, including representations and warranties about the construction, nature or fitness or suitability for any purpose of the Property or any financial return to be derived from the Property, except for such representations and warranties outlined or disclosed in this Agreement.
- (c) The Purchaser acknowledges the Vendor has entered into this Agreement on the basis the representations and warranties contained in clause 40(b) are true and not misleading.
- (d) The Purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of:
  - (i) any of the matters referred to in clause 40(b);
  - (ii) loss, damage, dilapidation, infestation, defect (latent or patent) or mechanical breakdown which may affect the Property between the date of this Agreement and Completion;

- (iii) the condition or existence or non-existence of Services; or
- (iv) the presence in or on the Property of asbestos or contamination.

(e) Notwithstanding any Clause or Condition to the contrary, the Vendor need not comply with any Notice issues by the responsible Council requiring work, be it upgrading or demolition work or any other work orders required to be carried out in relation to the Property and any improvements thereon as a result of any request, prior to or following the exchange of Contracts by the Purchaser or any person on its behalf, to the responsible Council for a Building Information Certificate under Section 6.24 of the Environmental Planning and Assessment Act 1979.

(f) This clause does not merge on Completion.

#### **41. Agent**

The Purchaser:

- (a) warrants that he was not introduced to the Vendor or the Property by any agent except the agent (if any) named in this Agreement; and
- (b) indemnifies the Vendor against any claim for commission which might be made by any agent resulting from any introduction forming a breach of such warranty and against all costs and expenses incidental to defending any such claim.

This clause shall not merge on completion.

#### **42. Chattels and Furnishings**

Any chattels and furnishings described and/or included in this Agreement are sold in their present condition and state of repair and condition. Between the date of this Agreement and the date of completion, the Vendor must take reasonable care of them but is not liable for reasonable wear and tear occurring between the date of this Agreement and the date of completion.

#### **43 Deposit**

##### **43.1 Payment of deposit by instalments**

The Purchaser acknowledges and agrees on that:

- (a) the deposit payable for the purposes of this agreement is an amount equivalent to 10% of the purchase price;
- (b) the Vendor may, but is not required to, accept payment of the deposit by instalments; and
- (c) if the Vendor accepts payment of the deposit by instalments:
  - (i) the Purchaser must pay the first instalment at the date of this Agreement and any other instalment by such other dates as the Vendor agrees with the Purchaser and in any event on or before completion;
  - (ii) it is an essential condition of this Agreement that the Purchaser must pay any unpaid instalments of the deposit on or before completion; and
  - (iii) the Purchaser warrants that it will pay any unpaid instalments of the deposit on or before completion or when demanded by the Vendor either as the deposit instalment or a liquidated debt if the Purchaser has committed any act of default or breach under this Agreement.

##### **43.2 Deposit payable during cooling off period**

If a cooling off period applies to this contract, the purchaser may pay the deposit holder in 2 instalments as follows:

- (a) On or before the date of this contract 0.25% of the agreed purchase price; and

- (b) In the event of the purchaser proceeding with the purchase on or before 5.00 pm on the fifth business day after the date of this contract a further 9.75% of the agreed purchase price.

#### **43.3 Investment of Deposit**

For avoidance of doubt, the parties agree that the deposit shall not be invested unless:

- (a) the Purchaser requests the *depositholder* in writing to invest the deposit and provides the Purchaser's Tax File Number(s) to the *depositholder*; and
- (b) the Vendor agrees to the investment of the deposit and also provides the Vendor's Tax File Number(s) to the *depositholder*.

#### **43.4 Release of Deposit**

- (a) At any time from the date hereof the Real Estate Agent / Depositholder shall upon receipt of the written request from the Vendor or the Representative of the Vendor release the deposit or any amount of deposit thereby requested and directed to be paid.
- (b) The Vendor warrants that any amount thereby released shall only be used as deposit on a property being purchased and that such amount will be held in the trust account of a Solicitor/Conveyancer or Real Estate Agent and not further released without the written authority of the Vendor.
- (c) The Purchaser, by their execution of this Agreement authorises the Real Estate Agent to release the deposit or part thereof as may be requested by the Vendor without further authority from the Purchaser.

#### **44. Sewer Service Diagram and/or Drainage Diagram**

By entering into this Agreement, the Purchaser acknowledges the contents of the Sewer Service Diagram and/or Drainage Diagram issued by Sydney Water or the relevant Water or Drainage Authority. The Purchaser shall not make any objection, requisition or claim for compensation and shall not be entitled to rescind and/or terminate this Agreement with respect to any matters disclosed in or arising out of the Sewer Service Diagram and/or Drainage Diagram. The Vendor warrants that at the time of initial compilation of this Agreement, the Sewer Service Diagram and/or Drainage Diagram are the most up to date diagrams available from the relevant Authority.

#### **45. Strata Properties**

Where the Owners Corporation consists of no more than three (3) lots and the Vendor is not able to obtain a Section 184 Certificate, the Purchaser agrees to effect settlement without a Section 184 Certificate, with such adjustments being made as advised by the Vendor and confirmed with the Strata Management if applicable, and shall make no claim, requisition or demand in this regard. In these such instances, the provisions of Clause 23.13 of the Agreement do not apply.

#### **46. Inconsistency**

If there is any inconsistency between these Special Conditions and the terms of the printed Contract for Sale of which these Special Conditions form a part, then these Special Conditions shall prevail.

#### **47. Foreign Investment Review Board**

The Purchaser warrants that he is ordinarily resident in Australia and that no approvals are required from the Government of Australia and/or Reserve Bank of Australia and/or Foreign Investment

Review Board to enable the Purchaser to complete this Contract. The Purchaser hereby agrees to indemnify and keep indemnified the Vendors from and in respect of any loss, damage, penalty, fine costs and expenses incurred by the Vendor from or in respect of a breach of this warranty. This Special Condition shall not merge on completion.

**48. PEXA Platform**

The Parties agree that this transaction will be conducted as an electronic transaction on the PEXA platform. If the Purchaser is unable or unwilling to complete the matter on the PEXA platform, or the Purchaser withdraws from a PEXA workspace within 14 days of the completion date, the Purchaser agrees to pay the Vendor by way of an adjustment at completion \$385.00 GST inclusive to cover the costs of arranging a paper settlement with short notice.

**49. Error in Adjustments**

Each party to this Contract agrees that if on completion of any apportionment of outgoings required to be made under this Contract is overlooked or incorrectly calculated, any party upon being requested by the other party, shall forthwith make the correct calculation and pay such amount to the other party as shown by such calculation to be payable. This clause shall not merge on completion of the Contract.



FOLIO: 202/1157160

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
6/8/2025	12:53 PM	4	29/8/2017

LAND

----

LOT 202 IN DEPOSITED PLAN 1157160  
AT CLAREMONT MEADOWS  
LOCAL GOVERNMENT AREA PENRITH  
PARISH OF CLAREMONT COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1157160

FIRST SCHEDULE

-----

CATERINA CRISTOFARO (T AM682071)

SECOND SCHEDULE (7 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 G718950 COVENANT
- 3 DP1131998 RESTRICTION(S) ON THE USE OF LAND
- 4 DP1134424 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE APPURTENANT  
TO THE LAND ABOVE DESCRIBED
- 5 DP1134424 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (8) IN THE S.88B INSTRUMENT
- 6 DP1157160 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT  
TO THE LAND ABOVE DESCRIBED
- 7 DP1157160 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (4) IN THE S.88B INSTRUMENT

NOTATIONS

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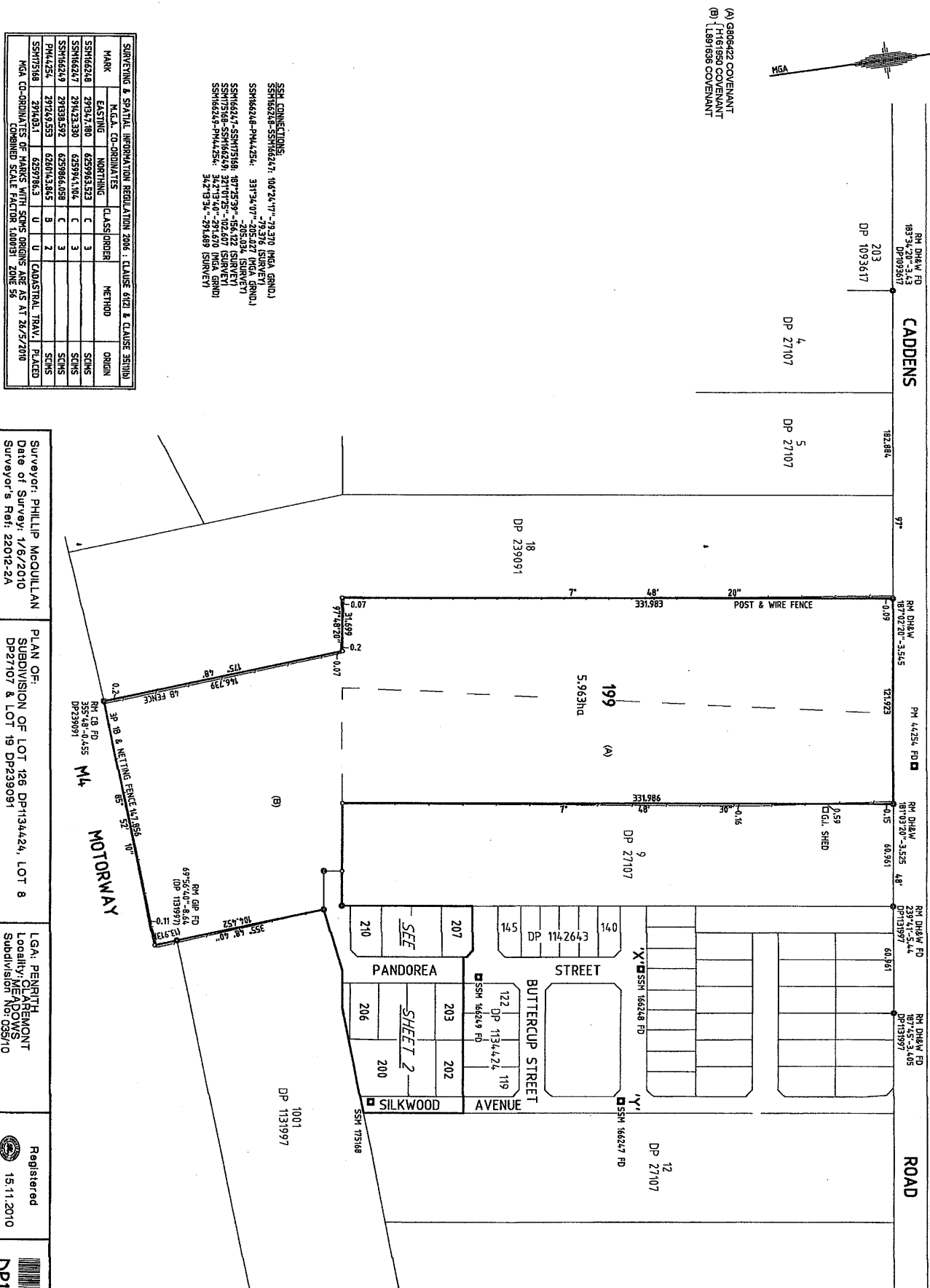
UNREGISTERED DEALINGS: NIL

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

Pending...

PRINTED ON 6/8/2025





Surveyor: PHILLIP McCULLAN  
Date of Survey: 1/6/2010  
Surveyor's Ref: 22012-2A

PLAN OF:  
SUBDIVISION OF LOT 126 DP1134424, LOT 8  
DP21107 & LOT 19 DP239091

LGA: PENRITH  
CLAREMONT  
Locality: MEADOWS  
Subdivision No: 035/10  
Lengths are in metres, Reduction Ratio is 1500

Registered  
15.11.2010



DP1157160 P

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 2 sheets

SEE

SHEET

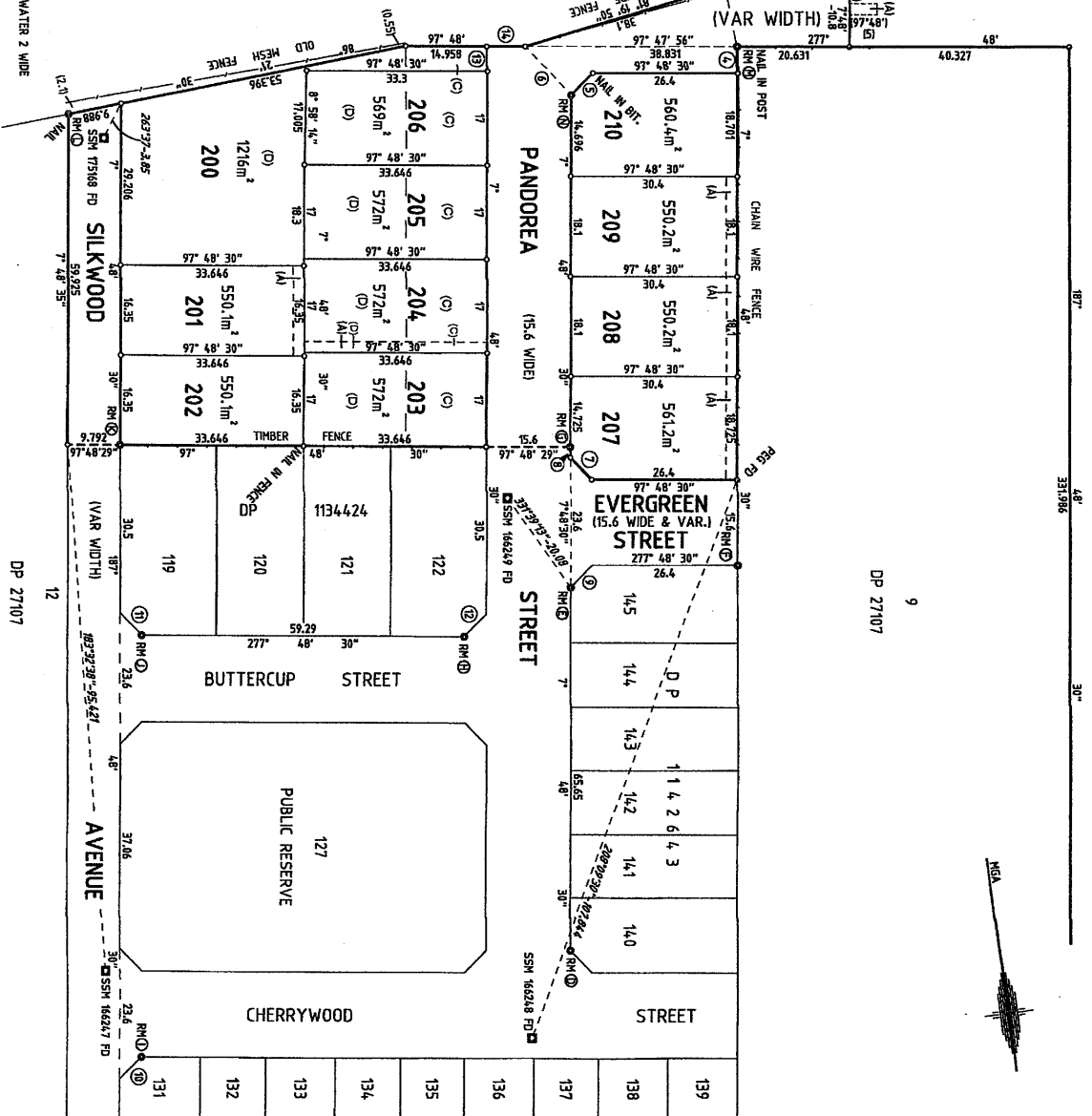
1

(B) 1146199 COVENANT  
(C) 1146199 COVENANT  
(C) 1146199 COVENANT  
(C) 1146199 COVENANT

SCHEDULE OF SHORT LINES			
No	BEARING	DISTANCE	ARC RADIUS
1	30° 52'	5.657	
2	6° 57' 30"	5.514	
3	92° 57' 30"	3.578	3.582
4	7° 48' 30"	4.508	
5	32° 48'	5.657	
6	32° 48'	12.188	
7	32° 48' 30"	5.657	
8	187° 48' 30"	11.971	
9	52° 48' 30"	5.657	
10	52° 48' 30"	5.657	
11	142° 48' 30"	5.657	
12	52° 48' 30"	5.657	
13	187° 48' 30"	4.508	
14	277° 48'	3.582	
15	142° 48'	17.278	

SCHEDULE OF REFERENCE MARKS			
No.	BEARING	DISTANCE	TYPE ORIGIN
A	225° 07'	10.32	DBMWS
B	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424
C	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424
D	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424
E	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424
F	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424
G	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424
H	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424
I	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424
J	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424
K	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424
L	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424
M	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424
N	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424
O	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424
P	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424
Q	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424
R	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424
S	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424
T	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424
U	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424
V	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424
W	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424
X	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424
Y	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424
Z	227° 48' 30"	3.655 & 11.855	DBMWS DP 1134424

(A) - EASEMENT TO DRAIN WATER 2 MIDE



Surveyor: PHILLIP MCQUILLAN  
Date of Survey: 1/6/2010  
Surveyor's Ref: 22012-2A

PLAN OF:  
SUBDIVISION OF LOT 126 DP 1134424, LOT 8  
DP 27107 & LOT 19 DP 2339091

LGA: PENRITH  
Locality: MEADOWS  
Subdivision No: 035/10  
Lengths are in metres. Reduction Ratio 1:600

Registered  
15.11.2010

DP1157160

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 2 WIDE
2. RESTRICTION ON THE USE OF LAND.
3. RESTRICTION ON THE USE OF LAND.
4. RESTRICTION ON THE USE OF LAND.

IT IS INTENDED TO DEDICATE THE EXTENSION OF SILKWOOD AVENUE AND PANDOREA STREET TO THE PUBLIC AS PUBLIC ROAD.

LOT 210 IS INTENDED TO BE DEDICATED TO THE PUBLIC AS TEMPORARY ROAD.

Use PLAN FORM 6A

for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

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

Signature:.....  
Date:.....  
File Number:.....  
Office:.....

Subdivision Certificate

5C10/0029

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed.....**SUBDIVISION**..... set out herein  
(insert 'subdivision' or 'new road')

\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: **PENRITH CITY COUNCIL**  
Date of Endorsement: **10/9/10**  
Accreditation no: .....  
Subdivision Certificate no: **035/10**  
File no: **DA 01/04/10**

\* Delete whichever is inapplicable.



DP1157160 S

Registered:  15.11.2010

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 126 DP1134424,  
LOT 8 DP27107 & LOT 19 DP 239091

LGA: PENRITH

Locality: CLAREMONT MEADOWS

Parish: CLAREMONT

County: CUMBERLAND

Surveying Regulation, 2006

I, Phillip John McQuillan  
of Proust & Gardner Consulting Pty Limited  
406 Pacific Highway, Lindfield, NSW, 2070

a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on: 1/6/2010

The survey relates to all lots.

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *Phillip McQuillan* Dated: 9/6/2010  
Surveyor registered under the Surveying Act, 2002

Datum Line: 'X' - 'Y'

Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP27107	DP27233	DP29388
DP128821	DP239091	DP1082165
DP1082166	DP1088137	DP1093617
DP1131997	DP1134424	

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 22012-DP2A

\* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 126 DP 1134424,  
LOT 8 DP27107 & LOT 19 DP 239091

DP1157160

Registered:  15.11.2010

Subdivision Certificate No: 035/10

Date of Endorsement: 10/9/10

\* OFFICE USE ONLY

Executed by Investa Residential Holdings  
Pty Ltd (ACN 097 754 473) in accordance  
with Section 127(1) of the Corporations Act  
2001 (Cwlth) by authority of its directors:

  
Signature of Director

Jonathan Callaghan  
Name of Director in full

  
Signature of Director/Company Secretary

Andrew Murray  
Name of Director/Company Secretary in full

~~Executed by Clarendon Residential  
Holdings Pty Ltd (ACN 126 219 912) in  
accordance with Section 127(1) of the  
Corporations Act 2001 (Cwlth) by authority  
of its directors:~~

~~Signature of Director~~

~~Name of Director in full~~

~~Signature of Director/Company Secretary~~

~~Name of Director/Company Secretary in full~~

SURVEYOR'S REFERENCE: 22012-DP2A

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 126 DP 1134424,  
LOT 8 DP27107 & LOT 19 DP 239091


DP1157160

Registered:  15.11.2010


Subdivision Certificate No: 035/10

Date of Endorsement: 10/9/10

Executed by <sup>Investa</sup> ~~Clarendon~~ Residential Group  
Pty Ltd (ACN 098 527 390) in accordance  
with Section 127(1) of the Corporations Act  
2001 (Cwlth) by authority of its directors:

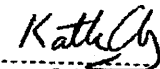
  
Signature of Director

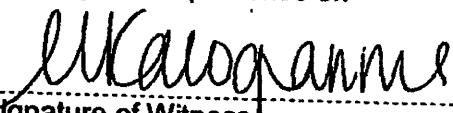
Jonathan Callaghan  
Name of Director in full

  
Signature of Director/Company Secretary

Andrew Murray  
Name of Director/Company Secretary in full

Signed, sealed and delivered for ANZ  
Fiduciary Services Pty Limited by its  
attorney under power of attorney Book  
4533 No 527 and the Attorney declares  
that the Attorney has not received any  
notice of the revocation of such Power of  
Attorney, in the presence of:

  
Signature of Attorney

  
Signature of Witness

Katherine Ang  
Name of Attorney in full

ANASTASIA KALOGIANNIS  
Name of Witness in full

20 MARTIN PL SYDNEY  
Address of Witness in full

SURVEYOR'S REFERENCE: 22012-DP2A

\* OFFICE USE ONLY

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

(Sheet 1 of 6 Sheets)



**DP1157160 B**

Subdivision of  
Lot 126 DP 1134424, Lot 8 DP 27107,  
Lot 19 DP 239091  
Covered by Council's Certificate  
No. *CC035/10- 10/9/10*

**Full name and address  
of the owner of the Land:**

Investa Residential Holdings Pty Ltd  
7, 126 Phillip Street  
Deutsche Bank Place  
Sydney NSW 2000

~~Clarendon Residential Holdings Pty Ltd~~  
~~7, 126 Phillip Street~~  
~~Deutsche Bank Place~~  
~~Sydney NSW 2000~~

~~Investa~~  
~~Clarendon Residential Group Pty Ltd~~  
~~7, 126 Phillip Street~~  
~~Deutsche Bank Place~~  
~~Sydney NSW 2000~~

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Easement to Drain Water 2 wide	201 204 207 208 209 199	202, 200 201, 202, 200 208, 209, 210 209, 210 210 Penrith City Council
2	Restriction on the Use of Land	199, 200	Penrith City Council
3	Restriction on the Use of Land	206, 210	Penrith City Council

*[Handwritten signatures]*

(Sheet 2 of 6 Sheets)

Plan: DP1157160

Subdivision of  
Lot 126 DP 1134424, Lot 8 DP 27107,  
Lot 19 DP 239091  
Covered by Council's Certificate  
No. CC035/10 10/9/10

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
4	Restriction on the Use of Land	Each lot except 199 & 200	Every other lot except 199 & 200



(Sheet 3 of 6 Sheets)

Plan: DP1157160

Subdivision of  
Lot 126 DP 1134424, Lot 8 DP 27107,  
Lot 19 DP 239091  
Covered by Council's Certificate  
No. CC 035/10 10/9/10

## PART 2 (Terms)

### Terms of Restriction on the Use of Land secondly referred to in the abovementioned plan:

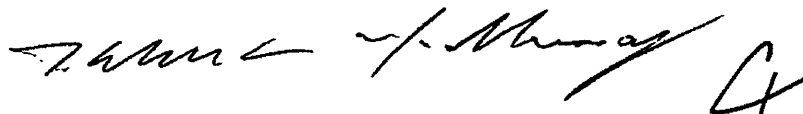
No development or building shall be allowed or be permitted to remain on the burdened lot unless satisfactory arrangements have been made with Penrith City Council for services (water, sewer, electricity and telephone), any outstanding contributions or consolidations with adjoining lots.

### Terms of Restriction on the Use of Land thirdly referred to in the abovementioned plan:

No development or building for residential purposes shall be allowed or be permitted to remain on the burdened lot other than in accordance with the recommendations of the acoustic assessment prepared by PKA Acoustic Consulting, Project 205-062 dated April 2008 (Version 7.0) unless otherwise approved by Penrith City Council.

### Terms of Restriction on the Use of Land fourthly referred to in the abovementioned plan:

1. No garage or outbuilding shall be erected or be permitted to remain on each lot burdened except until after or concurrently with the erection of any main building thereon.
2. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by ~~Clarendon Residential Holdings Pty Ltd~~, <sup>Investa</sup> ~~Clarendon Residential Group Pty Ltd~~ and ~~Investa Residential Holdings Pty Ltd~~, <sup>Investa</sup> ~~Clarendon Residential Group Pty Ltd~~ and ~~Investa Residential Holdings Pty Ltd~~ or its nominees other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to ~~Clarendon Residential Holdings Pty Ltd~~, <sup>Investa</sup> ~~Clarendon Residential Group Pty Ltd~~ and ~~Investa Residential Holdings Pty Ltd~~ or its nominees and in favour of any person dealing with the purchasers or its assigns. Such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this restriction in regard to fencing shall be binding on a purchaser, its executors and administrators and assigns only during the ownership of the said adjoining lands by ~~Clarendon Residential Holdings Pty Ltd~~, <sup>Investa</sup> ~~Clarendon Residential Group Pty Ltd~~ and ~~Investa Residential Holdings Pty Ltd~~ or its nominees other than purchasers on sale.
3. The terms of the restrictions hereby created shall expire and be of no further force and effect from the date expiring three (3) years after the date of registration of the Deposited Plan pursuant to which these restrictions are created.
4. Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.





(Sheet 4 of 6 Sheets)

Plan: DP1157160

Subdivision of  
Lot 126 DP 1134424, Lot 8 DP 27107,  
Lot 19 DP 239091  
Covered by Council's Certificate  
No. CC 035/10 10/9/10

**PART 2 (Cont'd)**

**Name of persons and authority empowered to release, vary or modify the terms of the Easement firstly referred to in the abovementioned plan:**

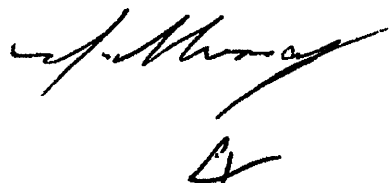
The registered proprietor/s of the benefited lots and Penrith City Council.

**Name of authority empowered to release, vary or modify the terms of the Restrictions on the Use of Land secondly and thirdly referred to in the abovementioned plan:**

Penrith City Council

**Name of person/s empowered to release, vary or modify the terms of the Restriction on the Use of Land fourthly referred to in the abovementioned plan:**

The registered proprietor/s of the benefited lots.



(Sheet 5 of 6 Sheets)

Plan: DP1157160

Subdivision of  
Lot 126 DP 1134424, Lot 8 DP 27107,  
Lot 19 DP 239091  
Covered by Council's Certificate  
No. CC 035/10 10/4/10

**SIGNATURES AND SEALS**

Executed by Investa Residential Holdings  
Pty Ltd (ACN 097 754 473) in accordance  
with Section 127(1) of the Corporations Act  
2001 (Cwlth) by authority of its directors:



Signature of Director

Jonathan Callaghan

Name of Director in full



Signature of Director/Company Secretary

Andrew Murray

Name of Director/Company Secretary in full

~~Executed by Glarendon Residential  
Holdings Pty Ltd (ACN 126 219 912) in  
accordance with Section 127(1) of the  
Corporations Act 2001 (Cwlth) by authority  
of its directors:~~

~~Signature of Director~~

~~Signature of Director/Company Secretary~~

~~Name of Director in full~~

~~Name of Director/Company Secretary in full~~



(Sheet 6 of 6 Sheets)

DP1157160

Subdivision of  
Lot 126 DP 1134424, Lot 8 DP 27107,  
Lot 19 DP 239091  
Covered by Council's Certificate  
No. *CC035/10* *10/9/10*

**SIGNATURES AND SEALS (Cont'd)**

*Investa*  
Executed by ~~Clarendon~~ Residential Group  
Pty Ltd (ACN 098 527 390) in accordance  
with Section 127(1) of the Corporations Act  
2001 (Cwth) by authority of its directors:

*[Signature]*  
Signature of Director

*Jonathan Callaghan*  
Name of Director in full

*[Signature]*  
Signature of Director/Company Secretary

*Andrew Murray*  
Name of Director/Company Secretary in full

Signed, sealed and delivered for ANZ  
Fiduciary Services Pty Limited by its  
attorney under power of attorney Book 4533  
No 527 and the Attorney declares that the  
Attorney has not received any notice of the  
revocation of such Power of Attorney, in the  
presence of:

*[Signature]*  
Signature of Witness

**ANASTASIA KALOGIANNIS**

Name of Witness in full

*20 MARTIN PL. SYDNEY*  
Address of Witness in full

*Katherine Ang*  
Signature of Attorney

**Katherine Ang**  
Name of Attorney in full



\\Niserver\projects\22012 Caddens Rd Claremont Meadows\Docs\DP188B-DP2A.doc

*[Signature]*

*[Signature]*  
Authorised Person, Penrith City Council  
*[Signature]*



G 18950

LODGED BY J.B. MORGAN & CO.

CONSENT OF MORTGAGEE!

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

46 D'Arcy Street, Parramatta.

WE, EMILY ETHEL MACLAURIN and EVAN COLIN BRIARCLIFFE MACLAURIN mortgagee under Mortgage No. 236159

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

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

Dated at Sydney this 8th day of April 1957  
Signed in my presence by EMILY ETHEL MACLAURIN and EVAN COLIN BRIARCLIFFE MACLAURIN

*E.E. MacLaurin*  
*E.C.B. MacLaurin*

are who are personally known to me.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19  
Signed in the presence of

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

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

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

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

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH.
	<i>Subj to Covenant</i>	To be filled in by person lodging dealing
	Particulars entered in Register Book.	Received Docs. Nos.
	Volume 2052 Folio 126	Receiving Clerk.
Checked by <i>W.C.</i>	the 4th day of June 1957	
Passed (in P.D.) by <i>[Signature]</i>	Signed by <i>[Signature]</i>	
	55 minutes past 12 o'clock in the afternoon	
	<i>J. H. P.</i> Registrar-General	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD

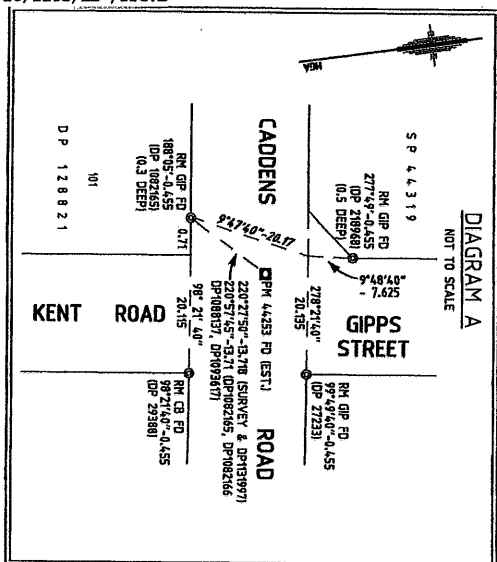
	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written ...	<i>[Signature]</i>	30/5
Draft examined ...	<i>[Signature]</i>	30/5
Diagram prepared ...		
Diagram examined ...		
Draft forwarded ...		
Supt. of Engravers ...		
Cancellation Clerk ...	<i>[Signature]</i>	6/6/57
Vol. 7301 Fol. 21		

EXECUTION OUTSIDE NEW SOUTH WALES

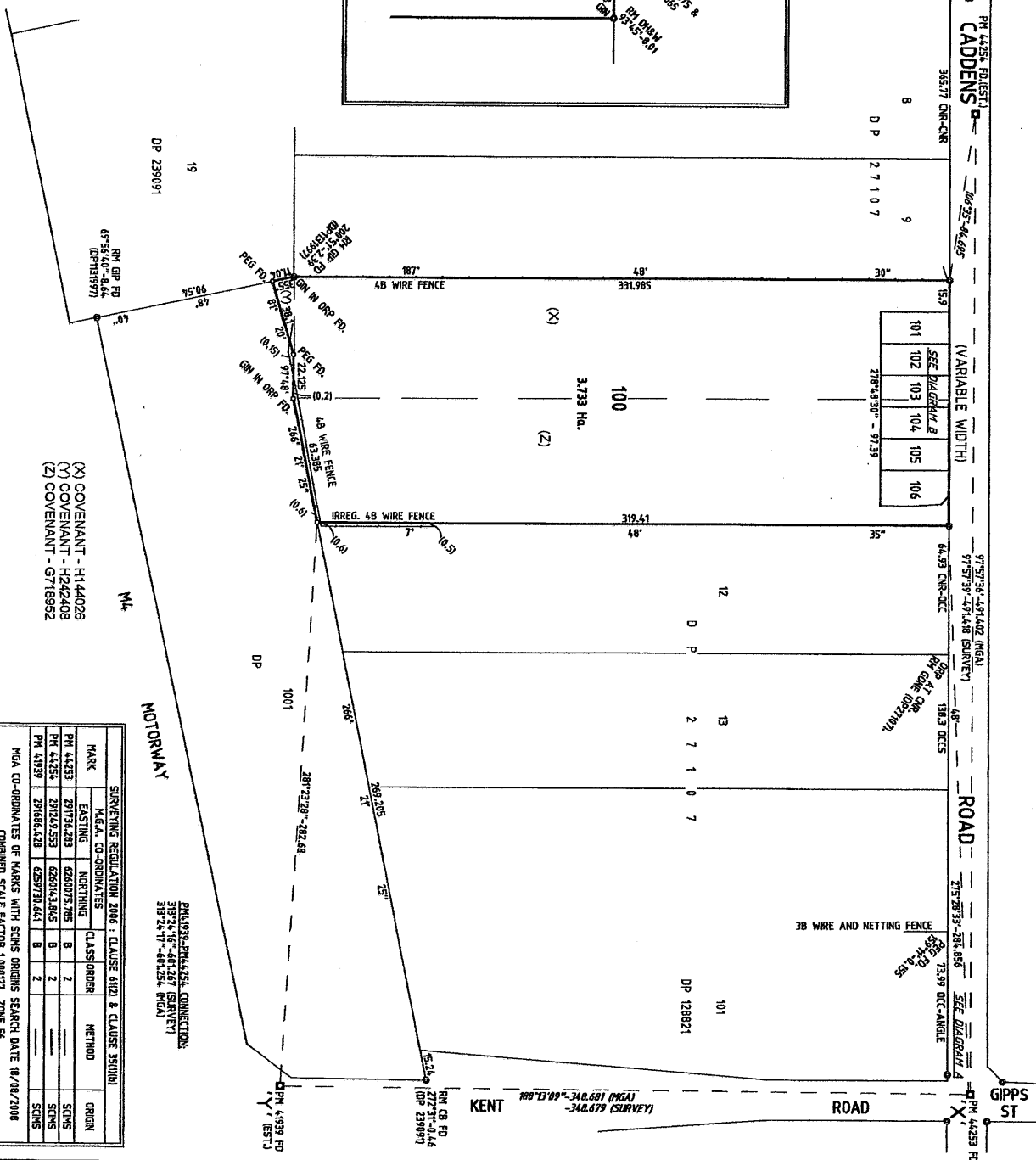
Execution may be proved where the parties are resident -  
(a) in any part of the British dominions outside the State of New South Wales, by signing or acknowledging before the Registrar-General or Recorder of Titles of such instrument, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any Municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint  
(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.  
(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, Minister, Head of Mission, Commissioner, Charge d'Affaires, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are - Upon lodgment (a) 2/- or 3/- if accompanied by the relevant title or evidence of production thereof, (b) 2/- or 3/- otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable: - (a) 1/- for each additional Certificate included in the Transfer, (b) 2/- or 3/- for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 1/- for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.  
If part only of the land is transferred a new Certificate must issue for that part and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.



SHORT LINE		
No	BEARING	DISTANCE
1	140°46'30"	5.855



SURVEYING REGULATION 2006 : CLAUSE 61(2) & CLAUSE 35(11)						
MARK	M.A. CO-ORDINATES		CLASS	ORDER	METHOD	ORIGIN
	EASTING	NORTHING				
PM 4433	29733.493	6260175.785	B	Z		SCNS
PM 4425A	29723.355	6260143.945	B	Z		SCNS
PM 43939	297666.428	625970.641	B	Z		SCNS

MGA CO-ORDINATES WITH SCNS ORIGIN SEARCH DATE: 18/08/2006  
COMBINED SCALE FACTOR 1.00027 ZONE 56

PM419339-PM44254 CONNECTION  
313'24"16"-601.267 (SURVEY)  
313'24"17"-601.254 (MGA)

Surveyor: PHILLIP MCQUILLAN  
Date of Survey: 12/8/2008  
Surveyor's Ref: 22012-DP1A

PLAN OF:  
SUBDIVISION OF  
LOT 11 DP 27107 & LOT 1000 DP 1131997

**LGA: PENRITH**  
**Locality: CLAREMONT MEADOWS**  
**Subdivision No: 088/08**  
**Lengths are in metres. Reduction Ratio 1:1500**

Registered

**DP1131998 P**

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND.
2. RESTRICTION ON THE USE OF LAND.



DP1131998 S

Registered: 6.7.2009

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 11 DP 27107 & LOT 1000 DP 1131997

LGA: PENRITH

Locality: CLAREMONT MEADOWS

Parish: CLAREMONT

County: CUMBERLAND

Surveying Regulation, 2006

I, Phillip John McQuillan  
of Proust & Gardner Consulting Pty Limited  
406 Pacific Highway, Lindfield, NSW, 2070  
a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: 12/8/08

The survey relates to all lots.

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *Phillip McQuillan* Dated: 16/09/08  
Surveyor registered under the *Surveying Act, 2002*

Datum Line: 'X' - 'Y'  
Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP27107	DP27233	DP29388
DP128821	DP239091	DP1082165
DP1082166	DP1088137	DP1093617
DP1131997		

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 22012-DP1A

Use PLAN FORM 6A

for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....  
Date: .....  
File Number: .....  
Office: .....

Subdivision Certificate

SC 08/0057

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein  
(insert 'subdivision' or 'new road')

*[Signature]*  
\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: PENRITH CITY COUNCIL  
Date of Endorsement: 5/12/08  
Accreditation no: .....  
Subdivision Certificate no: 088/08  
File no: PA 07/0197

\* Delete whichever is inapplicable.

\* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 11 DP 27107 &  
LOT 1000 DP 1131997

DP1131998

Registered:

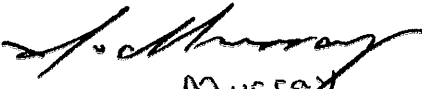



6.7.2009

Subdivision Certificate No: 088/08


Date of Endorsement: 5/12/08

Executed by  
Investa Residential Holdings  
Pty Ltd ACN 097 754 473  
in accordance with S127(1)  
of the Corporations Act 2001

  
Andrew Murray  
Secretary

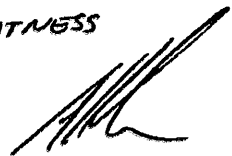
  
Jonathan Callaghan  
Director

Executed by  
ANZ Fiduciary Services Pty.  
Ltd ACN 100 709 493 by  
its Attorney dated 23/11/2007  
under Book 4533 No. 527

  
KATHERINE ANG  
MANAGER, TRANSACTION MANAGEMENT

Witnessed By:

WITNESS

  
ANTHONY HERDEN

SURVEYOR'S REFERENCE: 22012-DP1A

\* OFFICE USE ONLY



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

(Sheet 1 of 3 Sheets)



**DP1131998 B**

Subdivision of Lot 11 DP 27107 &  
Lot 1000 DP 1131997  
Covered by Council's Certificate  
No. CC 088/08 5/12/08

**Full name and address  
of the owner of the Land:**

Clarendon Residential Holdings Pty Ltd  
21 Solent Circuit  
Baulkham Hills NSW 2153

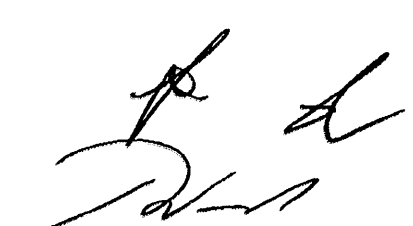
**PART 1 (Creation)**

<b>Number of item shown in the intention panel on the plan.</b>	<b>Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.</b>	<b>Burdened lot(s) or parcel(s):</b>	<b>Benefited lot(s), road(s) bodies or Prescribed Authorities:</b>
1	Restriction on the Use of Land	100	Penrith City Council
2	Restriction on the Use of Land	Each lot except Lot 100	Every other lot except Lot 100

**PART 2 (Terms)**

**Terms of Restriction on the Use of Land firstly referred to in the abovementioned  
plan:**

No development or building shall be allowed or be permitted to remain on the burdened lot unless satisfactory arrangements have been made with Penrith City Council for services (water, sewer, electricity and telephone), any outstanding contributions or consolidations with adjoining lots.

  
.....  
Authorised Person, Penrith City Council

(Sheet 2 of 3 Sheets)

**DP1131998**

Subdivision of Lot 11 DP 27107 &  
Lot 1000 DP 1131997  
Covered by Council's Certificate  
No. *CC 088/08* *5/12/08*

**PART 2 (Cont'd)**

**Terms of Restriction on the Use of Land secondly referred to in the abovementioned plan:**

1. No garage or outbuilding shall be erected or permitted to remain on each lot burdened except until after or concurrently with the erection of any main building thereon.
2. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Clarendon Residential Holdings Pty Ltd without the consent of Clarendon Residential Holdings Pty Ltd or its nominees other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Clarendon Residential Holdings Pty Ltd or its nominees and in favour of any person dealing with the purchasers or its assigns. Such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this restriction in regard to fencing shall be binding on a purchaser, its executors and administrators and assigns only during the ownership of the said adjoining lands by Clarendon Residential Holdings Pty Ltd or its nominees other than purchasers on sale.
3. The terms of the restrictions hereby created shall expire and be of no further force and effect from the date expiring three (3) years after the date of registration of the Deposited Plan pursuant to which these restrictions are created.
4. Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

**Name of authority empowered to release, vary or modify the terms of the Restriction firstly referred to in the abovementioned plan:**

Penrith City Council.

**Name of person/s empowered to release, vary or modify the terms of the Restriction secondly referred to in the abovementioned plan:**

The registered proprietor/s of the benefited lots.

  
.....  
Authorised Person, Penrith City Council


(Sheet 3 of 3 Sheets)


DP1131998

Subdivision of Lot11 DP 27107 &  
Lot 1000 DP 1131997  
Covered by Council's Certificate  
No. CC 088/08 5/12/08


**Signatures and Seals**

Executed by Investa Residential  
Holdings Pty Ltd ACN 097 754 473  
In accordance with S.127(1) of the  
Corporations Act 2001

  
Andrew Murray  
Director

  
Jonathan Callaghan  
Director

Executed by  
ANZ Fiduciary Services Pty  
Ltd ACN 100 709 493 by  
its Attorney dated 23/11/2007  
Under Book 4533 No 527


  
KATHERINE ANU  
MANAGER, TRANSACTION MANAGEMENT

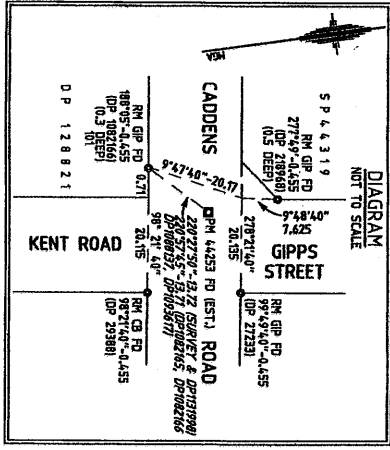
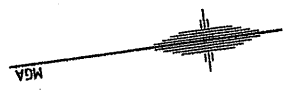
Witnessed By:

WITNESS:

  
ANTHONY HERDEN

20 Martin place  
Sydney

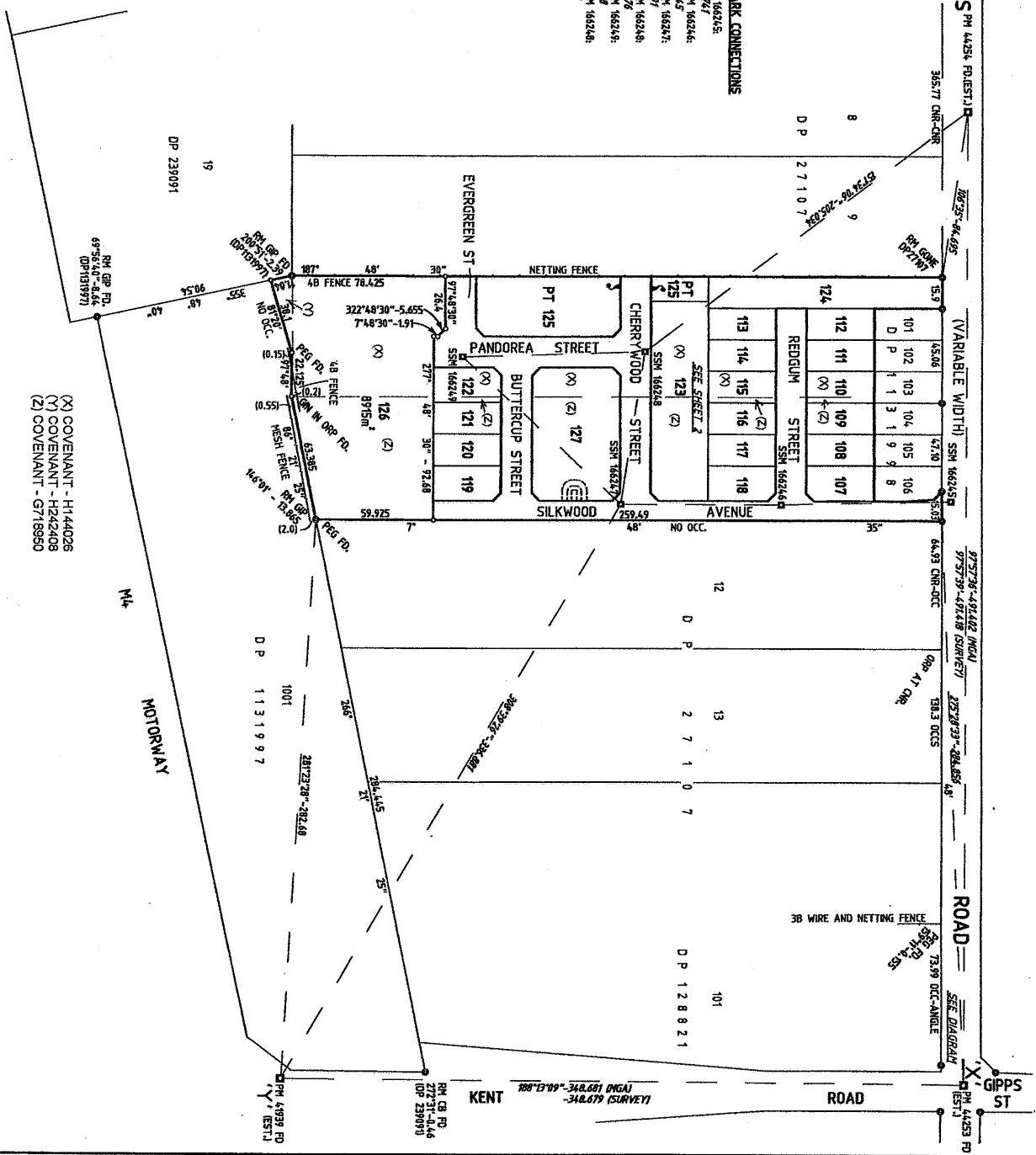
  
Authorised Person, Penrith City Council



**PERMANENT MARK CONNECTIONS**  
PM 44253 - SSN 166245  
275°55'17" - 274.741  
SSN 166245 - SSN 166246  
08°42'40" - 65.743  
SSN 166246 - SSN 166247  
08°59'23" - 01.081  
SSN 166247 - SSN 166248  
08°24'19" - 73.708  
SSN 166248 - SSN 166249  
220°28'29" - 182.24  
SSN 166249 - SSN 166248  
57°26'26" - 27.422

SURVEYING REGULATION 2006 - CLAUSE 61(2) & CLAUSE 33(1)(b)				
MARK	H.E.A. CO-ORDINATES	CLASS ORDER	METHOD	ORIGIN
PM 44253	287762.83	626075.785	B	2
PM 44254	287762.553	626075.345	B	2
PM 44255	287762.428	626075.041	B	2
SSN 166245	287762.31	626075.042	U	U
SSN 166246	287762.31	626075.042	U	U
SSN 166247	287762.31	626075.042	U	U
SSN 166248	287762.31	626075.042	U	U
SSN 166249	287762.31	626075.042	U	U

MGA CO-ORDINATES OF MARKS WITH SCNS ORIGIN SEARCH DATE 18/08/2008  
COMBINED SCALE FACTOR 1.00071 ZONE 55



Surveyor: PHILLIP MCQUILLAN  
Date of Survey: 28/11/2006  
Surveyor's Ref: 22012-DP18

PLAN OF:  
SUBDIVISION OF LOT 100 DP 1131998

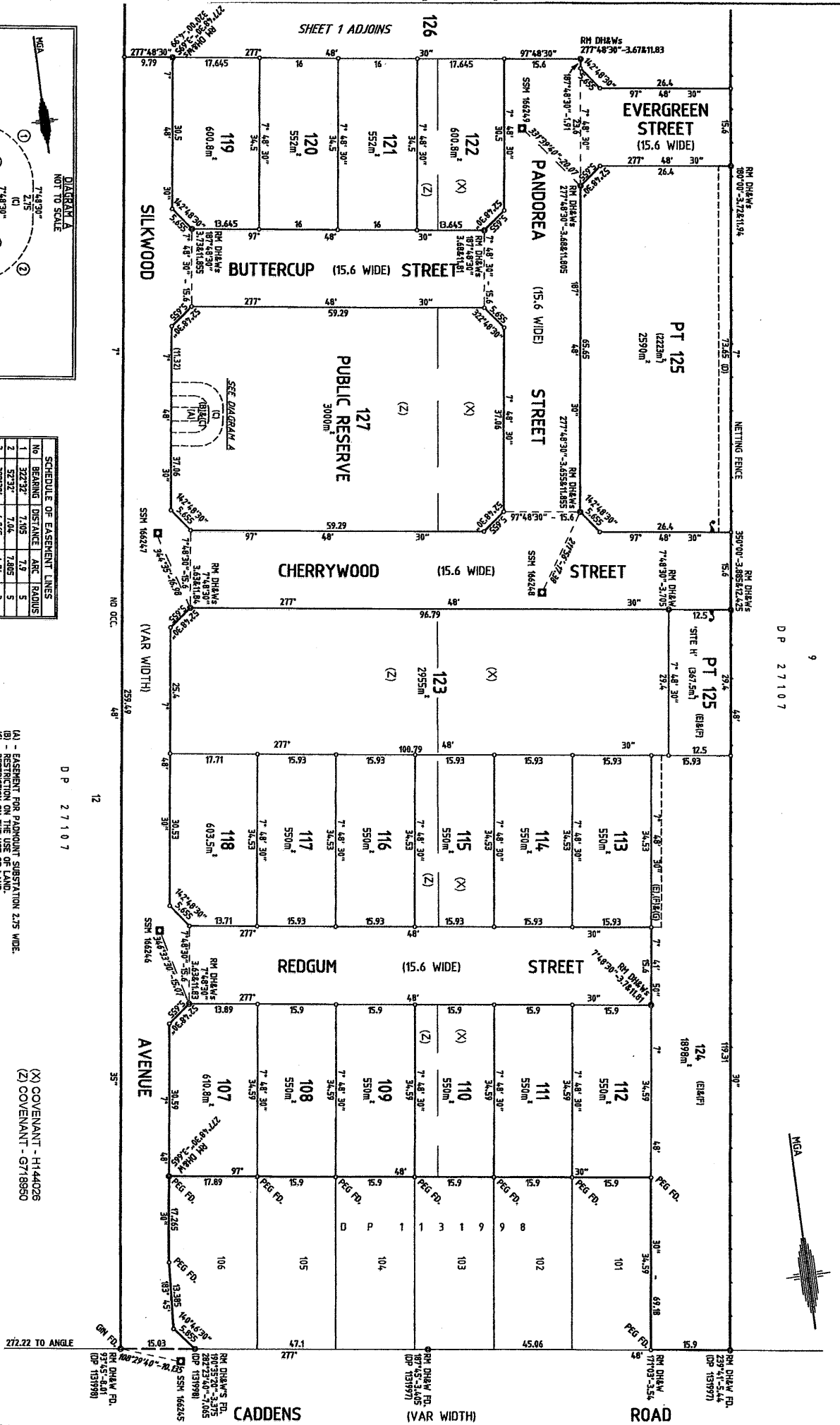
LGA: PENRITH  
Locality: CLAREMONT MEADOWS  
Subdivision No: 013/09  
Lengths are in metres. Reduction Ratio 1:1500

Registered  
6.7.2009



DP1134424 P

DP 27107



SCHEDULE OF EASEMENT LINES				
No	BEARING	DISTANCE	ARC	RADIUS
1	322°32'	7.05	7.9	5
2	52°32'	7.04	7.805	5
3	322°32'	4.265	4.74	3
4	52°32'	4.225	4.685	3

- (A) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE.
- (B) - RESTRICTION ON THE USE OF LAND.
- (C) - RESTRICTION ON THE USE OF LAND.
- (D) - EASEMENT TO DRAIN WATER 2.5 WIDE.
- (E) - EASEMENT TO DRAIN WATER VARIABLE WIDTH.
- (F) - POSITIVE COVENANT.
- (G) - EASEMENT TO DRAIN WATER 2 WIDE.

(X) COVENANT - H144026  
(Z) COVENANT - G718950

Surveyor: PHILIP MCQUILLAN  
Date of Survey: 28/11/2008  
Surveyor's Ref: 22012-DP1B

PLAN OF:  
SUBDIVISION OF LOT 100 DP 1131998

**LGA: PENRITH**  
**Locality: CLAREMONT MEADOWS**  
**Subdivision No:013/09**  
**Lengths are in metres. Reduction Ratio 1:500**

Registered  
6.7.2009

DP1134424

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:

1. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE.
2. RESTRICTION ON THE USE OF LAND.
3. RESTRICTION ON THE USE OF LAND.
4. EASEMENT TO DRAIN WATER 2.5 WIDE.
5. EASEMENT TO DRAIN WATER VARIABLE WIDTH.
6. EASEMENT TO DRAIN WATER 2 WIDE.
7. POSITIVE COVENANT.
8. RESTRICTION ON THE USE OF LAND.
9. RESTRICTION ON THE USE OF LAND.

IT IS INTENDED TO DEDICATE SILKWOOD AVENUE, REDGUM STREET, CHERRYWOOD STREET, BUTTERCUP STREET, PANDOREA STREET AND EVERGREEN STREET TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE LOT 127 AS PUBLIC RESERVE.

Use PLAN FORM 6A  
for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....  
Date: .....  
File Number: .....  
Office: .....

Subdivision Certificate

SC 09/0006

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein  
(insert 'subdivision' or 'new road')

\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: PENRITH CITY COUNCIL  
Date of Endorsement: 9/1/09  
Accreditation no: .....  
Subdivision Certificate no: 012/09  
File no: DA 01/0197

\* Delete whichever is inapplicable.



DP1134424 S

Registered: 6.7.2009

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 100 DP1131998

LGA: PENRITH

Locality: CLAREMONT MEADOWS

Parish: CLAREMONT

County: CUMBERLAND

Surveying Regulation, 2006

I, Phillip John McQuillan  
of Proust & Gardner Consulting Pty Limited  
406 Pacific Highway, Lindfield, NSW, 2070  
a surveyor registered under the Surveying Act, 2002, certify that the  
survey represented in this plan is accurate, has been made in  
accordance with the Surveying Regulation, 2006 and was  
completed on: 28/11/2008

The survey relates to all lots

(specify the land actually surveyed or specify any land shown in the  
plan that is not the subject of the survey)

Signature Dated: 17/2/09  
Surveyor registered under the Surveying Act, 2002

Datum Line: 'X' - 'Y'  
Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP27107	DP27233	DP29388
DP128821	DP239091	DP1082165
DP1082166	DP1088137	DP1093617
DP 1131997	DP 1131998	

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 22012-DP1B

\* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 100 DP1131998

DP1134424

Registered:



6.7.2009

\*

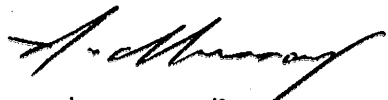
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\* OFFICE USE ONLY

Subdivision Certificate No: 013/09

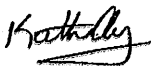
Date of Endorsement: 9/3/09

Executed by Investa Residential  
Holdings Pty Ltd ACN 097 754 473  
in accordance with 5127(1) of  
the Corporations Act


  
Andrew Murray  
Secretary

  
Jonathan Callaghan  
Director

Executed by:  
ANZ Fiduciary Services Pty Ltd  
ACN 100 709 493 by its  
Attorney dated 23 November  
2007 under Book 4533 No 527

  
KATHERINE ANG  
MANAGER, TRANSACTION MANAGEMENT

Witnessed by:

  
LOUISE CARDOW  
ASSOCIATE DIRECTOR

SURVEYOR'S REFERENCE: 22012-DP1B

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

(Sheet 1 of 6 Sheets)



**DP1134424 B**

Subdivision of Lot 100 DP 1131998  
 Covered by Council's Certificate  
 No. CC 013/09 9/3/09

**Full name and address  
 of the owner of the Land:**

Clarendon Residential Holdings Pty Ltd  
 21 Solent Circuit  
 Baulkham Hills NSW 2153

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Easement for Padmount Substation 2.75 wide	127	Integral Energy Australia
2	Restriction on the Use of Land (B)	127	Integral Energy Australia
3	Restriction on the Use of Land (C)	127	Integral Energy Australia
4	Easement to Drain Water 2.5 wide	125	126, Penrith City Council
5	Easement to Drain Water variable width	124 (whole lot), 125 - Site 'H'	Penrith City Council
6	Easement to Drain Water 2 wide	124	113,123,125 - 'Site H'
7	Positive Covenant	124	Penrith City Council
8	Restriction on the Use of Land	123,124,125,126	Penrith City Council
9	Restriction on the Use of Land	Each lot except 123,124,125, 126, 127	Every other lot except 123, 124, 125, 126, 127



(Sheet 2 of 6 Sheets)

**DP1134424**

Subdivision of Lot 100 DP 1131998  
Covered by Council's Certificate  
No. CC013/09 9/3/09

**PART 2 (Terms)**

**Terms of Easement for Padmount Substation firstly referred to in the abovementioned plan:**

An Easement for Padmount Substation in the terms set out in Memorandum No 9262886 filed in the Department of Lands (Division of Land and Property Information) NSW.

**Terms of Restriction on the Use of Land secondly referred to in the abovementioned plan:**

1. No building shall be erected or permitted to remain within the restriction site unless:
  - a) the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
  - b) the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating.and the Owner provides the Authority benefited with an Engineer's certificate to this effect.
2. The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
3. Definitions
  - a) **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls
  - b) **"erect"** includes construct, install, build and maintain
  - c) **"restriction site"** means that part of the lot burdened subject to the restriction on the use of land up to a maximum of 6 metres from the level of the substation footing.
  - d) **"120/120/120 fire rating"** and **"60/60/60 fire rating"** means the fire resistance level of a building expressed as a **"restriction site"** means that part of the lot burdened subject to the restriction grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

**Terms of Restriction on the Use of Land thirdly referred to in the abovementioned plan:**

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site
2. Definitions
  - 2.1 **"erect"** includes construct, install, build and maintain
  - 2.2 **"restriction site"** means that part of the lot burdened subject to the restriction on the use of land.



(Sheet 3 of 6 Sheets)

**DP1134424**

Subdivision of Lot 100 DP 1131998  
Covered by Council's Certificate  
No. CC013/09 9/3/09

**PART 2 (Cont'd)**

**Terms of Positive Covenant seventhly referred to in the abovementioned plan:**

The open drainage swale located on the burdened lot is to be maintained by Clarendon Residential Holdings Pty Ltd its nominees or successors, until such time as the burdened lot is developed for residential purposes.

**Terms of Restriction on the Use of Land eighthly referred to in the abovementioned plan:**

No development or building shall be allowed or be permitted to remain on the burdened lot unless satisfactory arrangements have been made with Penrith City Council for services (water, sewer, electricity and telephone), any outstanding contributions or consolidations with adjoining lots.

**Terms of Restriction on the Use of Land ninthly referred to in the abovementioned plan:**

1. No garage or outbuilding shall be erected or be permitted to remain on each lot burdened except until after or concurrently with the erection of any main building thereon.
2. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Clarendon Residential Holdings Pty Ltd without the consent of Clarendon Residential Holdings Pty Ltd or its nominees other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Clarendon Residential Holdings Pty Ltd or its nominees and in favour of any person dealing with the purchasers or its assigns. Such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this restriction in regard to fencing shall be binding on a purchaser, its executors and administrators and assigns only during the ownership of the said adjoining lands by Clarendon Residential Holdings Pty Ltd or its nominees other than purchasers on sale.
3. The terms of the restrictions hereby created shall expire and be of no further force and effect from the date expiring three (3) years after the date of registration of the Deposited Plan pursuant to which these restrictions are created.
4. Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.



(Sheet 4 of 6 Sheets)

**DP1134424**

Subdivision of Lot 100 DP 1131998  
Covered by Council's Certificate  
No. **CC013/09** **9/3/09**

**PART 2 (Cont'd)**

**Name of authority empowered to release, vary or modify the terms of the easement and the restrictions on the use of land firstly to thirdly referred to in the abovementioned plan:**

Integral Energy Australia

**Name of persons and authority empowered to release, vary or modify the terms of the easement fourthly referred to in the abovementioned plan:**

The registered proprietor/s of the benefited lots and Penrith City Council.

**Name of authority whose consent is required to release, vary or modify the terms of the easement sixthly referred to in the abovementioned plan:**

Penrith City Council

**Name of authority empowered to release, vary or modify the terms of the easement fifthly referred to, the positive covenant seventhly referred to and the restriction on the use of land eighthly referred to in the abovementioned plan:**

Penrith City Council

**Name of person/s empowered to release, vary or modify the terms of the restriction on the use of land ninthly referred to in the abovementioned plan:**

The registered proprietor/s of the benefited lots.

Handwritten signature and initials in the bottom right corner of the page.

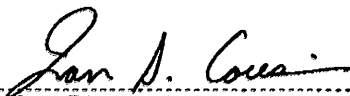
(Sheet 5 of 6 Sheets)

DP1134424

Subdivision of Lot 100 DP 1131998  
Covered by Council's Certificate  
No. CC 013/09 9/3/09

Signatures and Seals

SIGNED on behalf of INTEGRAL \*  
ENERGY AUSTRALIA by its Attorney  
pursuant to Power of Attorney Book  
4509 No. 838 in the presence of  
\* A BN 59 253 130 878

  
~~Geoffrey Riethmuller~~ Ian S. Cousin  
Attorney  
Acting Network Property Manager



Signature of Witness

Ray Simmonds

Name of Witness


04 DECEMBER 2008


Date of Execution  
URS9562

Address of Witness

C/- Integral Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148

Signed by Investa Residential  
Holdings Pty Ltd in accordance  
with 5127(1) of the Corporations  
Act 2001

  
Jonathan Callaghan  
Director

  
Andrew Murray  
Secretary

(Sheet 6 of 6 Sheets)

DP1134424

Subdivision of Lot 100 DP 1131998  
Covered by Council's Certificate  
No. CC 013/09 9/3/09

Signatures and Seals (Cont'd)

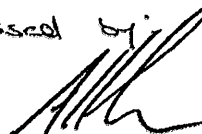
Executed by:

ANZ Fiduciary Services Pty Ltd  
ACN 100 709493 by its Attorney  
dated 23 November 2007 under  
Book 4533 No 527



KATHERINE ANG  
MANAGER, TRANSACTION MANAGEMENT

Witnessed by:



ANTHONY HERDEN  
20 Martin place  
Sydney



Authorised Person, Penrith City Council

REGISTERED



6.7.2009

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

Property No: 785852  
Your Reference: Rayward Conveyancing  
Contact No.

Issue Date: 08 August 2025  
Certificate No: 25/03937

Issued to: Rayward Conveyancing  
PO Box 354  
PENNANT HILLS NSW 1715

PRECINCT 2010

**DESCRIPTION OF LAND**

**County:** CUMBERLAND

**Parish:** CLAREMONT

**Location:** 15 Silkwood Avenue CLAREMONT MEADOWS NSW 2747

**Land Description:** Lot 202 DP 1157160

**- 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 and development control plan that applies to the carrying out of development on the land:***

The following Local environmental planning instruments apply to the land:

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

The following State environmental planning instruments apply to the land:

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 2 - *Vegetation in non-rural areas*.

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 6 - *Water*

*Catchments* - (Note: This policy does not apply to land to which State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 5 - *Penrith Lakes Scheme*, applies.)

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

State Environmental Planning Policy (Housing) 2021.

State Environmental Planning Policy (Industry and Employment) 2021, Chapter 3 - *Advertising and signage*.

State Environmental Planning Policy (Planning Systems) 2021, Chapter 2 - *State and regional development*.

State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 2 - *State Significant Precincts*.

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 4 - *Western Sydney Aerotropolis*.

State Environmental Planning Policy (Primary Production) 2021, Chapter 2 - *Primary production and rural development*.

State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 3 - *Hazardous and offensive development*.

State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 4 - *Remediation of land*.

State Environmental Planning Policy (Resources and Energy) 2021, Chapter 2 - *Mining, petroleum production and extractive industries*.

State Environmental Planning Policy (Resources and Energy) 2021, Chapter 3 - *Extractive industries in Sydney area*.

State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 2 - *Infrastructure*.

State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 3 - *Educational establishments and childcare facilities*.

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy (Biodiversity and Conservation) 2021, *Chapter 13 - Strategic Conservation Planning* applies to the land.

The following Development Control Plans apply to the land:

Penrith Development Control Plan 2014 applies to the land.

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

(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.)

A Planning Proposal to amend Penrith Local Environmental Plan 2010 (LEP 2010) applies to this land. The Planning Proposal - Employment Zones review, seeks to amend LEP 2010 to align with Council's review of employment lands across the city. See [www.yoursaypenrith.com.au](http://www.yoursaypenrith.com.au) for details.

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

Draft State Environmental Planning Policy (Transport and Infrastructure) 2021 applies to this land.

Draft State Environmental Planning Policy (Planning Systems) 2021 applies to this land.

Draft State Environmental Planning Policy (Precincts - Western Parkland City) 2021 applies to this land.

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

Draft State Environmental Planning Policy (Biodiversity and Conservation) 2021 applies to this land.

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

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### **2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS**

*For each environmental planning instrument or draft environmental planning instrument referred that includes the land in a zone (however described):*

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

#### **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

### **2(c) whether additional permitted uses apply to the land,**

(Information is provided in this section only if environmental planning instruments apply additional permitted use provisions to this land.)

#### **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.



## **PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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**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.

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

(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.)

**PLANNING CERTIFICATE UNDER SECTION 10.7**

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***2(e) whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016***

(Information is provided in this section only if the land is identified in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.)

***2(f) 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(g) 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.)

**3 CONTRIBUTIONS PLANS**

***The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:***

The Claremont Meadows Development Contributions Plan Amendment No.1 applies to the land.

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith excluding land identified by Glenmore Park Stage 3 Development Contributions Plan 2022 and Orchard Hills North Development Contributions Plan 2025.

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, State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 6 - *St Marys*, Waterside, Thornton, the WELL Precinct, Glenmore Park Stage 1 and 2, and Erskine Park) and land identified by Glenmore Park Stage 3 Development Contributions Plan 2022 and Orchard Hills North Development Contributions Plan 2025.

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 and land identified by Glenmore Park Stage 3 Development Contributions Plan 2022 and Orchard Hills North Development Contributions Plan 2025.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies to non-residential development across Penrith Local Government Area, with the exception of the Mamre and Aerotropolis Precincts.

The Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies to the Greater Sydney region which includes the Penrith Local Government Area, with the exception of the Western Sydney Aerotropolis Precinct. Please refer to [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au) for further information.

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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### **4 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 above mentioned 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 above mentioned zones.

#### ***LOW RISE HOUSING DIVERSITY CODE***

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

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

#### ***PATTERN BOOK DEVELOPMENT CODE***

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

Complying development under the Pattern Book Development 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.

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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***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.

***INDUSTRIAL AND BUSINESS BUILDINGS ALTERATIONS CODE***

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

***INDUSTRIAL AND BUSINESS BUILDINGS CODE***

(The Industrial and Business Buildings Code only applies if the land is within E1, E2, E3, E4, E5, MU1, B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4, SP1, SP2, SP3, SP5 or W4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Complying development under the Industrial and Business Buildings Code may be carried out on the land.

***CONTAINER RECYCLING FACILITIES CODE***

(The Container Recycling Facilities Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, E1, E2, E3, E4, E5, MU1, IN1, IN2, IN3, IN4, SP3, SP5 or W4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Complying development under the Container Recycling Facilities 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.

***AGRITOURISM AND FARM STAY ACCOMMODATION CODE***

(The Agritourism and Farm Stay Accommodation Code only applies if the land is within Zones RU1, RU2 and RU4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Agritourism and Farm Stay Accommodation Code may be carried out on the land.

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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### ***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.

### ***5 EXEMPT DEVELOPMENT***

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

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

#### ***ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE***

Exempt development under the Advertising and Signage Exempt Development Code may be carried out on the land.

#### ***TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE***

Exempt development under the Temporary Use and Structures Exempt Development Code may be carried out on the land

### ***6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS***

(Information is provided in this section only if Council is aware that an affected building notice or a building product rectification order in force for the land that has not been fully complied with, or a notice of intention to make a building product rectification order given in relation to the land is outstanding.)

### ***7 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 an authority of the State, as referred to in the Act, section 3.15.

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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### **8 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.

### **9 FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

*(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.*

No, the land or part of the land is not within the flood planning area and is currently not subject to flood related development controls.

*(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.*

No, flood related development controls for land between the flood planning area and the probable maximum flood do not apply to the land or part of the land.

**Note** - Council reserves the right to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation, this position may be reviewed.

### **10 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 sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another 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 sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

### **11 BUSH FIRE PRONE LAND**

The land is not identified as bush fire prone land, under section 10.3 of the Act.

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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### ***12 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))

### ***13 MINE SUBSIDENCE***

The land is not declared to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

### ***14 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.)

### ***15 PROPERTY VEGETATION PLANS***

(Information is provided in this section only where a property vegetation plan approved and in force under the Native Vegetation Act 2003, Part 3, but only where Council has been notified of the existence of a plan, by the person or body that approved the plan under that Act.)

### ***16 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.)

**Note** - Biodiversity stewardship agreements include biobanking agreements under the Threatened Species Conservation Act 1995, Part 7A that are taken to be biodiversity stewardship agreements under the Biodiversity Conservation Act 2016, Part 5.

### ***17 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.)

**Note** - Biodiversity certified land includes land certified under the Threatened Species Conservation Act 1995, Part 7AA that is taken to be certified under the Biodiversity Conservation Act 2016, Part 8.

### ***18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006***

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



**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

***19 ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS***

(Information is provided in this section only If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.)

***20 WESTERN SYDNEY AEROTROPOLIS***

Whether the land is subject to planning considerations under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4:

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

***21 DEVELOPMENT CONSENT FOR SENIORS HOUSING***

(Information is provided in this section only If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, clause 88(2).)

***22 SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING***

(Information is provided in this section only if:

(1) there is a current site compatibility certificate under the *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which council is aware, in respect of proposed development on the land; and/or

(2) *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land and conditions of a development consent in relation to the land that are of a kind referred to in the Policy, section 21(1) or 40(1).

(3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).)

***23 WATER OR SEWERAGE SERVICES***

Water or sewerage services under the Water Industry Competition Act 2006 (WIC Act) are not required to be provided on this land.



**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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**24 SPECIAL ENTERTAINMENT PRECINCT**

(Information is provided in this section only if any part of the land is located within a special entertainment precinct as defined in section 202B of the *Local Government Act 1993*.)

***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.

**PLANNING CERTIFICATE UNDER SECTION 10.7**

**Environmental Planning and Assessment Act, 1979**

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**Notes:**

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 2021.

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

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.

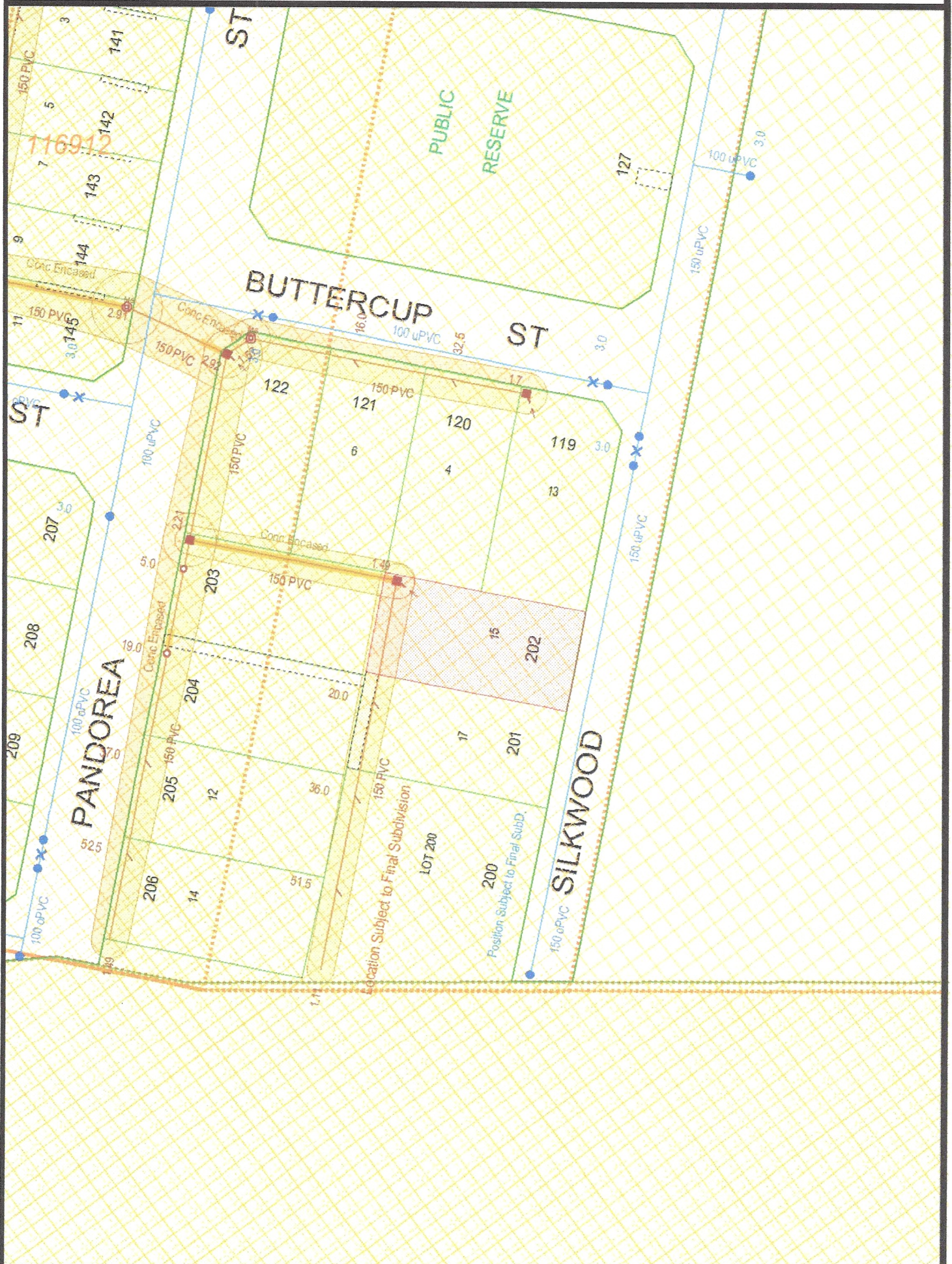
Contact Council for details as to obtaining the additional information.

**Andrew Moore**  
**General Manager**

per







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



# Sewer Service Diagram

Application Number: 8004529703

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## Disclaimer

**Disclaimer**  
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.



MS CATERINA BRISINDI  
C/- STEPHEN RAYWARD  
SUITE 1/4 HILLCREST ROAD  
PENNANT HILLS NSW 2120

Our reference: 7161760222031

Phone: **13 28 66**

6 August 2025

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello CATERINA,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411115714438
Vendor name	CATERINA BRISINDI
Clearance Certificate Period	28 July 2025 to 6 August 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.