

## Contract for the sale and purchase of land 2018 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW Duty:</b>
vendor's agent	<b>Jim Aitken Partners</b> 429 High Street, Penrith NSW 2750 Email: penrith@jimaitken.com.au	<b>Phone: 02 4722 5000</b>
co-agent		
vendor	<b>Garry Sidney Dangerfield and Lorraine Margaret Dangerfield</b> 50 Aldebaran Street, Cranebrook NSW 2749	
vendor's solicitor	<b>Towns Conveyancing Services</b> 1 Kennedy Drive, South Penrith NSW 2750 PO Box 7520, South Penrith NSW 2750 Email: kristi@townsconveyancing.com.au	<b>Phone: 02 4731 2483</b> <b>Ref: KT:KS:18104</b>
date for completion	<b>42 days after the date of this contract</b> (clause 15)	
land (address, plan details and title reference)	<b>50 Aldebaran Street, Cranebrook NSW 2749</b> <b>Lot 2017 in Deposited Plan 806265</b> <b>Folio Identifier 2017/806265</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<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.**

inclusions	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: garden shed, screen doors, split system air conditioner, ceiling fans, gas heater		
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$ _____	(10% of the price, unless otherwise stated)		
balance	\$			
contract date		(if not stated, the date this contract was made)		

buyer's agent \_\_\_\_\_

vendor \_\_\_\_\_ witness \_\_\_\_\_

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

purchaser  JOINT TENANTS     tenants in common     in unequal shares    witness \_\_\_\_\_



**Choices**

Vendor agrees to accept a **deposit-bond** (clause 3)  NO  yes  
**Proposed electronic transaction** (clause 30)  no  YES

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

**Land tax** is adjustable  NO  yes  
**GST: Taxable supply**  NO  yes in full  yes to an extent  
 Margin scheme will be used in making the taxable supply  NO  yes

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

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

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

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

***RW payment (residential withholding payment) – further details***

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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



## List of Documents

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

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

N/A



**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

**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—SWIMMING POOLS**

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

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

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

### DISPUTES

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

### AUCTIONS

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



**WARNINGS**

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

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas authority	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications authority
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

**3 Deposit-bond**

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

**4 Transfer**

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

**5 Requisitions**

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* 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 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

**7 Claims by purchaser**

- The purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and

- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held 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 *servicing* 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 *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract, of 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.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:

- deposit paid;
  - *remittance amount payable*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
  - 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
  - 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
  - 17.2.2 the contract discloses the provisions of the tenancy, for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by fax to the *party's solicitor*, unless it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 Normally, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract;
  - or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;



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

- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each party must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and

- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 **In the case of land under old system title –**
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 **In the case of land under limited title but not under qualified title –**
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
- 27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
- 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

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

- 30.6.1 populate the *Electronic Workspace* with title data;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, within 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must within 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with mortgagee details, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 30.9.2 the vendor must populate the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.
- 30.10 At least 1 *business day* before the date for completion, the parties must ensure that –
- 30.10.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the ECNL are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.
- 30.13 If the *Electronic Workspace* allows the parties to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the parties –
- 30.13.1 normally, the parties must choose that financial settlement not occur; however
- 30.13.2 if both parties choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the parties do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                             |  |
|-----------------------------|--|
| <i>adjustment figures</i>   | details of the adjustments to be made to the price under clause 14;  |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i>      | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;  |

<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>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 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>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>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

# SECTION 66W CERTIFICATE

I,  
of , , certify as follows:

1. I am a \_\_\_\_\_ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **50 Aldebaran Street CRANE BROOK NSW 2749** from **Garry Sidney Dangerfield, Lorraine Margaret Dangerfield** to in order that there is no cooling off period in relation to that contract;
3. I do not act for **Garry Sidney Dangerfield, Lorraine Margaret Dangerfield** and am not employed in the legal practice of a solicitor acting for **Garry Sidney Dangerfield, Lorraine Margaret Dangerfield** nor am I a member or employee of a firm of which a solicitor acting for **Garry Sidney Dangerfield, Lorraine Margaret Dangerfield** is a member or employee; and
4. I have explained to :
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and
  - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date:

## Special conditions

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

**BETWEEN**

**Garry Sidney Dangerfield and Lorraine Margaret Dangerfield**

(Vendor)

And

(Purchaser)

**1. Amendments to Printed Conditions**

- (a) Clause 14.4.2 deleted
- (b) Clause 16.5 the words "plus another 20% of that fee" are deleted.
- (c) Clause 16.8 deleted
- (d) Clause 16.12 deleted
- (e) Clause 30.3 deleted

**2. Notice to complete**

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract. Without affecting any other right, a party who has issued a notice to complete under this contract can, at any time before the expiration of the notice, extend said notice or revoke the notice and reissue a new notice.

**3. Death or incapacity**

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

**4. Purchaser acknowledgements**

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
- (f) Does not rely upon any warranty or representation made by the Vendor or anyone on the Vendors behalf, except as are expressly provided for in this Contract. The purchaser acknowledges that it has relied entirely upon its own enquiries and inspections made before entering into this Contract.



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

**5. Late completion**

- (a) In the event that completion is not effected on the nominated day for settlement, or if the vendor cannot settle on that day then the third day after written notice from the vendor that the vendor is able to settle, then the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum from the date nominated for completion until and including the actual day of completion.
- (b) If the Contract does not complete by the completion date the vendor is entitled to serve a Notice to Complete on the purchaser pursuant to this clause, then the purchaser must pay the sum of \$220.00 (inclusive of GST) to cover the legal costs and expenses incurred by the issue of the Notice to Complete, which sum will be adjusted on completion. It is agreed that the damages referred to are a genuine pre-estimate of the costs and expenses incurred due to the delay.
- (c) If, through no fault of the vendor, the purchaser cancels or postpones settlement to a different date, time or location, the purchaser shall reimburse the vendors licenced conveyancer an amount of \$165.00 GST inclusive for legal expenses incurred by the vendor for each occasion a settlement is cancelled or postponed.
- (d) If, through no fault of the vendor, completion does not take place at a time appointed by the parties, the purchaser must on completion in addition to the balance of the purchase price, pay to the vendor \$110.00 inclusive of GST in respect to the vendor's and the vendor's discharging mortgagee's settlement/agency expenses as a genuine pre-estimate of those additional costs to the vendor.

**6. Agent**

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

**7. Vendor Compliance**

Notwithstanding clause 11.1 the Vendor need not comply with a work order made on or before the contract date if the work order is made as a consequence of a request, prior to exchange of contracts by the purchaser or any other person on his behalf, to the responsible Council for a building certificate under s.149D of the Environmental Planning & Assessment Act,

**8. Deposit bond**

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

**9. Deposit by instalments**

The parties agree that the deposit is 10% of the purchase price.

The vendor agrees to accept the 10% deposit in instalments as follows:

- (a) 5% at the making of the contract; and
- (b) 5% at completion; and
- (c) 5% immediately upon demand in the event that the purchaser fails to complete the contract in accordance with the terms. The purchaser agrees that the 10% deposit is a genuine estimate of the loss to the vendor should the purchaser not proceed with this contract.

**10. Release of Deposit**

The purchaser agrees that on exchange of this contract the deposit paid hereunder shall be released to the vendor or to whom the vendors may direct in writing. Only for the purpose of enabling the vendor to pay the deposit and/or stamp duty on a property being purchased by the vendor or as a deposit on a rental property and/or rental bond or as an ingoing contribution for a retirement village or over 55 accommodation.

**11. Sewer**

It is no way represented that a copy of the Drainage Diagram/Sewer Mains Diagram annexed hereto necessarily discloses all the pipes and mains which may run through the property. The purchaser shall make no objection, requisition or claim for compensation in respect thereof.

**12. Caveat**

The purchaser agrees that it will not register a caveat on title without the Vendors knowledge. The purchaser agrees that it must sign a withdrawal of caveat, pay registration fees and the vendors reasonable legal costs if it registers a caveat contrary to this clause without the vendors knowledge.

**13. Electronic transaction**

The parties agree that this matter will be an 'electronic settlement' on the PEXA platform. If the purchaser or their representation refuse or are not willing to settle via the PEXA platform, the purchaser must in addition to any other money payable under this contract pay to the vendors

conveyancer a fee of \$220.00 on completion as agreed additional costs arising from the completion not being conducted as an electronic transaction plus any additional costs incurred by the vendor. This additional special condition is an essential clause of this contract.

**14. Sewer Location Plan**

The Vendor discloses and the Purchaser acknowledges that the sewer plan prepared by the authority as attached hereto is the only sewer diagram available in the ordinary course of administration.

**15. Section 10.7(2) certificate**

The Vendor discloses and the Purchaser acknowledges that the section 10.7(2) certificate attached to the Contract may not comply with Schedule 3 of the Conveyancing (Sale of Land) Regulation 2017, Item 21. The certificate attached to the Contract is accurate as to what is available from council as at the date of exchange.

**16. Notice to Purchaser**

The vendor advises and the purchaser acknowledges that this transaction is not a sale of a New Residential Premises or Potential Residential Land. Therefore there will be no withholding obligation in respect of this transaction.

**17. Christmas Closure Period**

Notwithstanding anything else contained within the Contract, the completion of this contract shall not be required to take place between 21 December 2018 through to 16 January 2019 inclusive unless mutually agreed otherwise and no Notice to Complete shall be issued requiring settlement to take place on or after 21 December 2018 and on or before 16 January 2019.

**18. Authority to vary Contract**

Each party authorises their legal representative to vary the provisions of this Contract at any time before the expiration of the cooling off period.

**19. Error in adjustments**

Each party agrees that if on completion of this Contract any adjustment made (or allowed to be made) under this Contract is overlooked or incorrectly calculated, then either party upon being requested by the other party must immediately make the correct calculation and pay any such amount outstanding. This clause shall not merge on completion.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2017/806265

SEARCH DATE	TIME	EDITION NO	DATE
7/5/2018	3:35 PM	8	10/9/2013

LAND

LOT 2017 IN DEPOSITED PLAN 806265  
AT CRANEBROOK  
LOCAL GOVERNMENT AREA PENRITH  
PARISH OF CASTLEREAGH COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP806265

FIRST SCHEDULE

GARRY SIDNEY DANGERFIELD  
LORRAINE MARGARET DANGERFIELD  
AS JOINT TENANTS (T AI6136)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP802833 RESTRICTION(S) ON THE USE OF LAND
- 3 DP801860 RESTRICTION(S) ON THE USE OF LAND
- 4 EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM CREATED BY:  
DP806267 -TO DRAIN WATER 2 WIDE
- 5 DP806267 RESTRICTION(S) ON THE USE OF LAND
- 6 DP806265 RESTRICTION(S) ON THE USE OF LAND
- 7 DP815614 EASEMENT TO DRAIN WATER 2 WIDE APPURTENANT TO THE  
LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

**PLAN FORM 1**

Plan Drawing only to appear in this space

OFFICE USE ONLY

REGULATED SOLDS AND SETTLEMENTS of land for  
 purposes of the Land Use Act, 1996, is intended to  
 be carried out in accordance with the provisions of the  
 relevant Acts and Regulations in force at the time of the  
 registration of this plan.

- 1) BASINMENT TO DRAIN WATER 2 WVD
- 2) BASINMENT TO DRAIN WATER 1 WVD
- 3) RESTRICTION ON USER

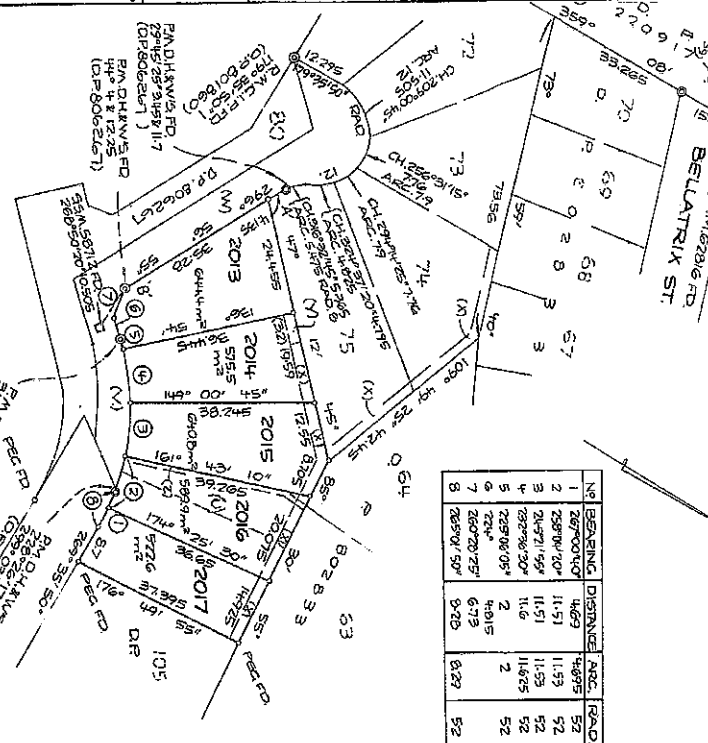
**PLAN APPROVALS**

**Authorised Officer:** [Signature]  
**Approved:** [Signature] 10/9/90  
**Coronial Lands Office Approval**

**PLAN APPROVALS**

**Authorised Officer:** [Signature]  
**Approved:** [Signature] 10/9/90  
**Coronial Lands Office Approval**

10 20 30 40 50 60 70 Table of mm 110 120 130 140



Lot	Bearing	Distance	Area	Area	Area
1	269°00'00"	4.69	4.695	52	52
2	259°00'00"	11.51	11.51	52	52
3	205°27'19"	11.51	11.53	52	52
4	087°36'30"	11.6	11.625	52	52
5	228°06'05"	2	2	52	52
6	324°	4.015	4.015	52	52
7	262°20'25"	6.73	6.73	52	52
8	265°04'50"	8.23	8.23	52	52

- (N) ADEBARAN ST (75 WVD & VAR)
- (M) HERCULES CL (75 WVD & VAR)
- (X) BASINMENT TO DRAIN WATER 2 WVD (VSD OF)
- (Y) BASINMENT TO DRAIN WATER 2 WVD (VSD OF)
- (Z) BASINMENT FOR UNDERGROUND MAINS 1 WVD
- (A) BASINMENT TO DRAIN WATER 2 WVD - DP806267

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

**DP 806265**

Registered: **DT 7-12-1990**

CA: **N°5,6188 OF 4-10-1990**

Traffic System: **TDRENS**

Purpose: **SUBDIVISION**

Rel. Mark: **VB61-7-73**

Last Plan: **DP 806267**

PLAN OF SUBDIVISION OF  
 LOTS 76, 77, 78 & 79,  
 DIST. CUMBERLAND

Locality: **PENRITH**

County: **CUMBERLAND**

Author: **JOHN AGUIAR ABBOTT**  
 1, 12, WENTWORTH ST, PENRITH, N.S.W.

Drawn: **1990**

Registered: **1990**

10 20 30 40 50 60 70 Table of mm 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 10th December, 1990.



**INSTANT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USE INTENDED TO BE CREATED PURSUANT TO SECTION 10B(1) OF THE CONVEYANCING ACT 1913.**

(Sheet 1 of 3 Sheets)

Lengths are in metres.

Plan: DPPOSSES | PLAN 1  
Plan of subdivision of  
Lots 76/77/78/79  
D.P.  
covered by Council Clark's  
Certificate No. 109/90 of October 4, 1990

Full name and address  
of proprietor of the  
land: Kowak (No 99) Pty Limited  
423 RILBY STREET  
SOUTH HILLS NSW 2010

Assessment to Drain Water  
2 wide.

1. Identify of easement  
facially referred to in  
above-mentioned plan:  
Schedule of lots affected:

2014

Lots, name of road or Authority benefited  
2013

2. Identify of easement  
secondarily referred to in  
above-mentioned plan:  
Schedule of lots affected:

1 wide

Assessment for Underground Mains

Prospect County Council

2016

Lots benefited  
Authority benefited  
Prospect County Council

3. Identify of restriction  
secondarily referred to in  
above-mentioned plan:  
Schedule of lots affected:

Restriction on User

Authority benefited

Lots benefited

Lots benefited

each and every lot  
every other lot

This is Sheet 1 of a 3 Sheet Instrument.

*Pa Boyles  
Barbara & Bob*

John Clark

REGISTERED DT 7/12/1990

10 20 30 40 50 60 70 Centimetre of mm 110 120 130 140

**INSTANT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USE INTENDED TO BE CREATED PURSUANT TO SECTION 10B(1) OF THE CONVEYANCING ACT 1913.**

(Sheet 2 of 3 Sheets)

Lengths are in metres.

Plan: DPPOSSES | PLAN 2  
Plan of subdivision of  
Lots 76/77/78/79  
D.P.  
covered by Council Clark's  
Certificate No. 109/90 of October 4, 1990

Assessment for Underground Mains 1 wide secondarily referred to in  
above-mentioned plan

1. Terms of easement for Underground Mains 1 wide secondarily referred to in  
above-mentioned plan.

An easement for the transmission of electricity with full and free right leave liberty and licence for the Council and its successors to erect construct place repair renew maintain use and remove underground electricity transmission mains wires cables and ancillary works for the transmission of electricity and for propose incidental thereto under and along the said easement and to cause or execute or permit to be executed any such works for the purpose of the erection transmission main wires and cables and for the purposes of the erection construction and placement of the electricity transmission main wires cable and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors workmen vehicles materials machinery or implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary materials machinery implements and things and the Registered Proprietor for the time being of the land hereby referred shall not erect or permit to be erected any building or other erection or any other structure or thing or any other structure or thing which may interfere with the erection or use of the said easement or any part thereof or which may interfere with the surface underfoot or subsol thereof without the Council's permission in writing being first had and obtained PROVIDED that anything permitted by the Council under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of the Council and to the reasonable satisfaction of the Engineer for the time being.

2. Terms of restriction on User thirdly referred to in above-mentioned plan

No fence shall be erected on each lot burdened to divide it from any adjoining land held by the vendor or its successors other than purchasers on sale however consent shall not be withheld if such fencing is erected without cost to the vendor or its successors, and in favour of any person dealing with the purchaser or its assigns, such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in respect to fencing shall be binding on a purchaser, his executors, administrators and assigns only during the ownership of the said adjoining lands by the vendor or his successors other than purchasers on sale.

This is Sheet 2 of a 3 Sheet Instrument.

*Pa Boyles  
Barbara & Bob*

John Clark

REGISTERED DT 7/12/1990

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INSTRUMENT SETTING OUT TERMS OF AGREEMENTS AND RESTRICTIONS AS TO USES ATTACHED  
TO THE GRANTED EASEMENT TO SECTION 88B OF THE CONSERVATION ACT, 1982.  
Lengths are in Metres.  
(Sheet 3 of 3 Sheets)

Plan:  
Plan of subdivision of  
Lots 76, 77, 78, 79  
P.P.  
covered by Council Clerk's  
Certificate No. 109/90 of October 4, 1990

*P. A. Begg*  
*Robert Huber*

SIGNED BY THE REGISTRAR OF THE  
LANDS DEPARTMENT OF WESTERN  
AUSTRALIA BY: RONALD ALAN ROWE  
AND BRUCE JAMES SPENCER, HIS ONLY  
APPOINTED ATTORNEYS UNDER POWER OF  
ATTORNEY (M.D. 1981), AND  
REGISTRAR (M.D. 1981), AND  
IN THE PRESENCE OF:  
WITNESS: GREGORY KENNETH WINNE

*[Signature]*  
CHIEF CLERK  
LANDS DEPARTMENT  
PERTH



The Common Seal of Nommack (No. 89) Pty.  
Limited was hereunto  
affixed by authority of  
the Board of Directors  
in the presence of:

*[Signature]* (Secretary)  
*[Signature]* (Director)

*[Signature]*  
Room Clerk

This is Sheet 3 of a 3 Sheet Instrument.

REGISTERED 07/12/1990

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 10th December, 1990



PLAN FORM 2

SECTION 2, TOWN OF CANTON, DISTRICT OF WESTMIDLANDS, COUNTY OF WESTMIDLANDS, PROVINCE OF ONTARIO. THIS PLAN IS A PLAN OF SUBDIVISION AS DEFINED IN THE SUBDIVISION ACT, R.S.O. 1990, CHAPTER S.5, AND IS SUBJECT TO THE SUBDIVISION ACT, R.S.O. 1990, CHAPTER S.5, AND THE SUBDIVISION ACT, R.S.O. 1990, CHAPTER S.5.

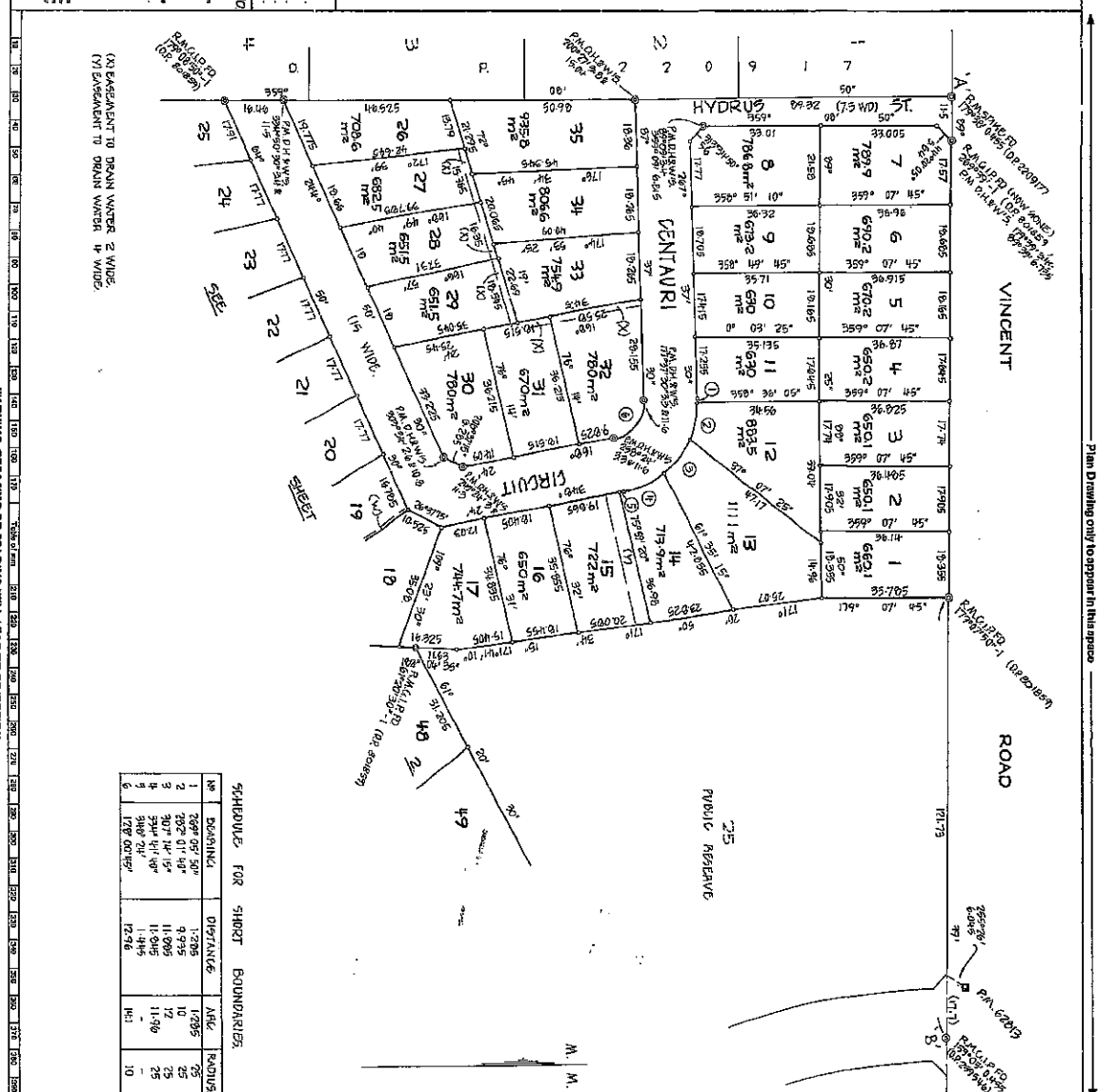
**Grant Land Office Approval**

Land name: ...  
 Date: ...  
 Approved by: ...

**Consent of the Court**

Consent of the Court is hereby given to the plan of subdivision shown on this plan, and the same is hereby approved, subject to the conditions set out in the Schedule to this plan, and to the provisions of the Subdivision Act, R.S.O. 1990, Chapter S.5, and the provisions of the Subdivision Act, R.S.O. 1990, Chapter S.5, and the provisions of the Subdivision Act, R.S.O. 1990, Chapter S.5.

Consent of the Court is hereby given to the plan of subdivision shown on this plan, and the same is hereby approved, subject to the conditions set out in the Schedule to this plan, and to the provisions of the Subdivision Act, R.S.O. 1990, Chapter S.5, and the provisions of the Subdivision Act, R.S.O. 1990, Chapter S.5, and the provisions of the Subdivision Act, R.S.O. 1990, Chapter S.5.



**OFFICE USE ONLY**

DP 802833

Project: ...  
 Location: ...  
 Date: ...

**SCHEDULE FOR SHEET BOUNDARIES**

No.	DESCRIPTION	DISTANCE	ASIC	RADIUS
1	269° 07' 50"	1.205		75
2	282° 01' 48"	9.935		25
3	307° 14' 15"	11.095		75
4	324° 41' 48"	11.045		25
5	340° 21'	1.445		75
6	127° 01' 45"	12.516		25

**PLAN FOR USE ONLY FOR STATEMENTS BY**

...  
 ...  
 ...

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

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 27th November, 1990

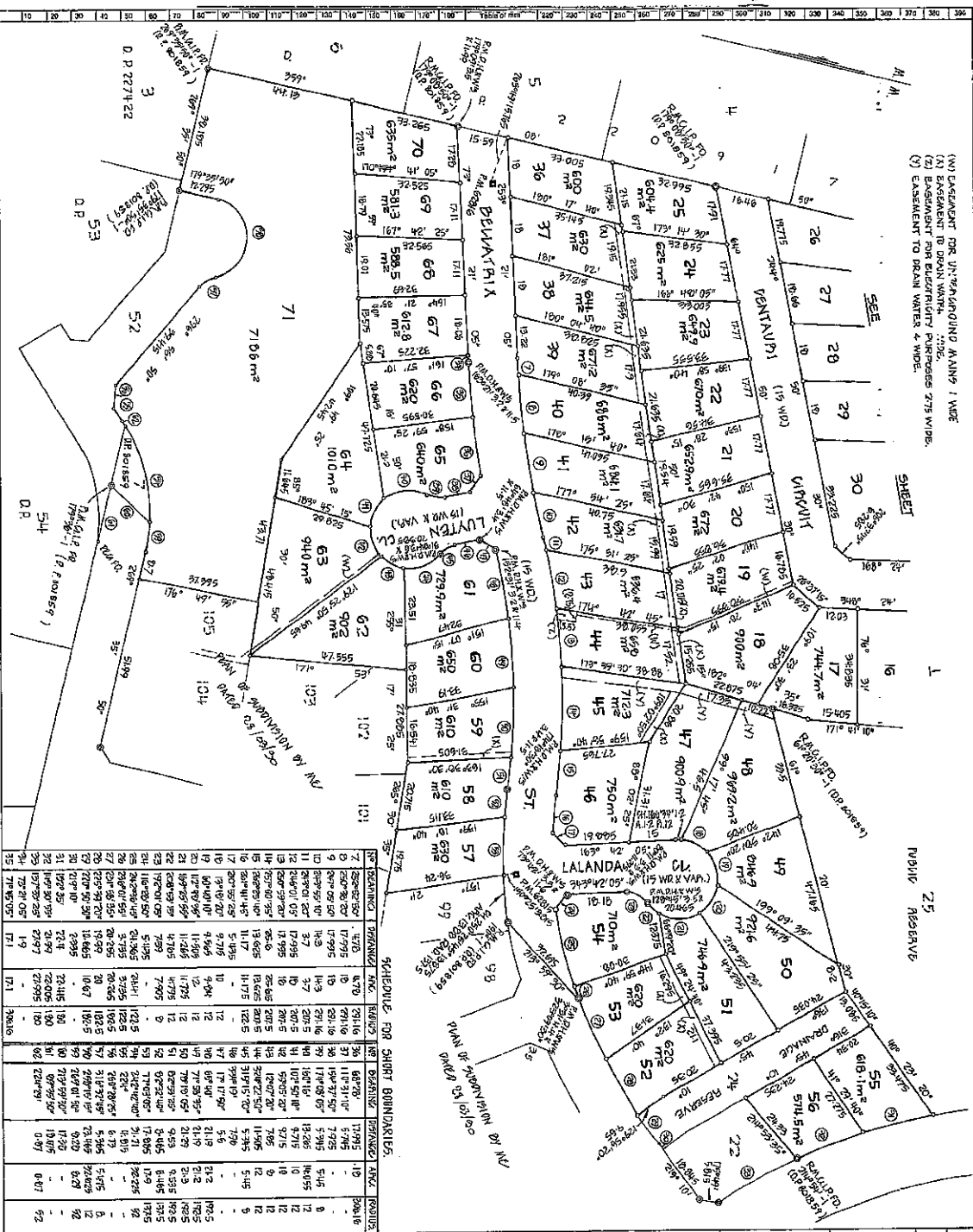




PLAN FORM 3

- (N) EASEMENT FOR UTILISING AND/OR PLANT 1 WIDE
- (X) EASEMENT TO BRUSH WATER
- (Z) EASEMENT FOR ELECTRICITY PURPOSES 275 WIDE.
- (Y) EASEMENT TO BRUSH WATER 4 WIDE.

WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION



NO	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL
1	7	8	9	10	11	12	13	14	15
16	17	18	19	20	21	22	23	24	25
26	27	28	29	30	31	32	33	34	35
36	37	38	39	40	41	42	43	44	45
46	47	48	49	50	51	52	53	54	55
56	57	58	59	60	61	62	63	64	65
66	67	68	69	70	71				

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

10 20 30 40 50 60 70 (in scale of mm) 10 20 30 40

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 27th November, 1992



Scale: 1:750

PLAN AMENDED IN L.T.O. BY SURVEYORS REGISTERED IN 1944-1950.

DP 802833

OFFICE USE ONLY

Registered: 28/13/1520

28/13/1520

For use where shown or indicated in any part of this plan



PROCESS

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USE  
 INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING  
 ACT 1912.

Lengths are in metres. (Sheet 1 of 5 Sheets)

Plan: Part 1  
 Plan of subdivision of Lots 1, 2, 3, 4 & 23  
 D.P. 801839 and Lot 51 D.P. 801660  
 covered by Council Clerk's Certificate  
 No. 47 of 50

Full name and address  
 of proprietor of the  
 land: Nomack (No.99) Pty Limited  
 483 Riley Street  
 SURREY HILLS NSW 2010

1. Identity of easement  
 intended to be  
 created pursuant to the  
 Conveyancing Act 1912:  
 Easement to Drain Water  
 2 wide.

Schedule of Lots affected.

Lots burdened.	Lots, name of road or Authority benefited
27	26
28	26, 27
29	26, 27, 28
31	26, 27, 28, 29
32	26, 27, 28, 29, 31
37	36
38	36, 37
39	36, 37, 38
40	36, 37, 38, 39
41	36, 37, 38, 39, 40
42	36, 37, 38, 39, 40, 41
43	36, 37, 38, 39, 40, 41, 42
44	36, 37, 38, 39, 40, 41, 42, 43
45	46
53	54
52	53, 54
59	Lot 9 D.P. 801839

This is Sheet 1 of a 5 Sheet Instrument.

REGISTERED A. 5-6-1990

*Handwritten initials and signature*

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

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USE  
 INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING  
 ACT 1912.

Lengths are in metres. (Sheet 2 of 5 Sheets)

Plan: Part 1 (cont.)  
 Plan of subdivision of Lots 1, 2, 3, 4 & 23  
 D.P. 801839 and Lot 51 D.P. 801660  
 covered by Council Clerk's Certificate  
 No. 47 of 50

2. Identity of easement  
 secondly referred to in  
 above mentioned plan:  
 Easement to Drain Water  
 4 wide.

Schedule of Lots affected.

Lots burdened.	Lots, name of road or Authority benefited
45	36-44 incl, 46, Penrith City Council
47	35-44 incl, 45, 46, Penrith City Council
48	35-44 incl, 45, 46, 47, Penrith City Council
15	Penrith City Council

3. Identity of easement  
 thirdly referred to in  
 above mentioned plan:  
 Easement for Underground Drains  
 1 wide.

Schedule of Lots affected.

Lots burdened	Authority benefited
19	Prospect County Council
44	Prospect County Council
53	Prospect County Council

4. Identity of easement  
 fourthly referred to in  
 above mentioned plan:  
 Easement for Electricity purposes  
 2.75 wide.

Schedule of Lots affected.

Lots burdened	Authority benefited
44	Prospect County Council

This is Sheet 2 of a 5 Sheet Instrument.

REGISTERED A. 5-6-1990

*Handwritten initials and signature*

This negative is a photograph made as a permanent  
 record of a document in the custody of the  
 Registrar General this day  
 18th June, 1990





DPB02833

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 889 OF THE CONVEYANCING  
ACT 1919.

Lengths are in Metres.

(Sheet 3 of 5 Sheets)

Plan:

PART 1(Cont...)  
Plan of subdivision of lots 1,2,3,4 & 23  
D.P. 801859 and Lot 51 D.P. 801840  
covered by Council Clerk's Certificate  
No. 47 of 90

5. Identity of Restriction  
fitfully referred to in  
above-mentioned plan:

Restriction on User

Schedule of Lots affected

Lots burdened

lots benefited

each and every lot

every other lot

PART 2

1. Terms of Easement for Underground Mains Ivide fitfully referred to in  
above-mentioned plan

An easement for the transmission of electricity with full and free right leave  
liberty and licence for the Council and its successors to erect, construct, place  
repair, renew, maintain, use and remove underground electricity transmission mains  
pipes, cables and auxiliary works for the transmission of electricity to cause or  
purposes undertaken to flow or be transmitted through and about the said  
transmission mains wires and cables and for the purposes of the erection  
construction and placement of the electricity transmission mains wires cable and  
auxiliary works to enter into and upon the said easement or any part thereof at  
all reasonable times with surveyors workmen vehicles materials machinery or  
implements or with any other necessary things or persons and to place and leave  
thereon or remove therefrom all necessary materials machinery implements and  
things and the Registered Proprietor for the time being of the land to the  
burden of the easement to give effect to the purposes of the easement and to  
execute and complete the same in and upon the said easement or other the  
surface level thereof or carry out any form of construction affecting the surface  
under-surface or subsoil thereof without the Council's permission in writing being  
first had and obtained PROVIDED that anything permitted by the Council under the  
foregoing covenant shall be executed in all respects in accordance with the  
reasonable requirements of the Council and to the reasonable satisfaction of the  
Engineer of the Council for the time being.

This is Sheet 3 of a 5 Sheet Instrument.

OK visited



Handwritten signature

DPB02833

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED  
TO BE CREATED PURSUANT TO SECTION 889 OF THE CONVEYANCING ACT 1919.

Lengths are in Metres.

(Sheet 4 of 5 Sheets)

Plan:

PART 2 (Cont...)  
Plan of subdivision of lots 1,2,3,4 & 23  
D.P. 801859 and Lot 51 D.P. 801840  
covered by Council Clerk's Certificate  
No. 47 of 90

Restriction on User

2. Terms of Easement for Electricity Purposes 275 vide fitfully referred to in  
above-mentioned plan

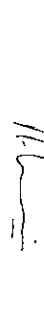
An easement for the transmission of electricity and for that purpose to install  
and maintain overhead and underground transmission lines poles towers and  
cables) together with the right to come and go for the purpose  
of inspecting maintaining repairing replacing and/or removing such equipment and  
every person authorized by the Provoost County Council to enter into and upon  
the said easement or any part thereof at all reasonable times and to remain  
there for any reasonable time with surveyors workmen vehicles things or persons  
and to bring and place and leave thereon or remove therefrom all necessary  
materials machinery implements and things and to place and leave thereon or  
remove therefrom all necessary materials machinery implements and things and  
Council and its successors shall take all reasonable precautions to  
prevent the easement from being disturbed and shall restore the surface of the said easement and  
fill restore that surface as nearly as practicable to its original condition.

3. Terms of Restriction on User fitfully referred to in above-mentioned plan

No fence shall be erected on each lot burdened to divide it from any adjoining  
land held by the vendor or his successors other than a fence of the nature  
and height specified in the above-mentioned plan and no fence shall be erected  
except with the consent of the Council and in favour of any person dealing with the purchaser  
or its assigns, such consent shall be deemed to have been given in respect of  
every such fence for the time being erected PROVIDED HOWEVER that this covenant  
in regard to fencing shall be binding on a purchaser, his executors,  
administrators and assigns only during the ownership of the said adjoining lands  
by the vendor or his successors other than purchasers on sale.

This is Sheet 4 of a 5 Sheet Instrument.

OK visited



Handwritten signature

10	20	30	40	50	60	Portable of mm	10	120	130	140
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Registrar General this day  
18th June, 1990





DPO02933

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USES  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING  
ACT 1919.**

Lengths are in Metres.

(Sheet 5 of 5 Sheets)

Plan:  
Plan of subdivision of Lots 1, 2, 3, 4 & 23  
D.P. 801859 and Lot 51 D.P. 601860  
covered by Council Clerk's Certificate  
No. 47 of 99

*Barbara B. Lee  
of a. Sharp & Co.*

The Common Seal of Nomack (No. 99) Pty.  
Limited was hereunto  
affixed by authority of  
the Board of Directors  
in the presence of:



*Robert J. ...  
Director*

**ORDERED FOR AND ON BEHALF OF THE RURAL  
AND HOUSING BANK OF WESTERN  
AUSTRALIA BY RONALD ALAN ERMINGHAM  
AND COLIN ANDREW TARRANT, ITS ONLY  
APPOINTED ATTORNEYS UNDER POWER OF  
ATTORNEY DATED 21/11/88, AND  
REGISTERED AT THE ...  
IN THE PRESENCE OF  
WITNESSES: ...**

*[Signature]*  
CHIEF COUNSEL  
RURAL HOUSING BANK  
PERTH

*[Signature]*  
TOWN CLERK/GENERAL MANAGER  
PERTH CITY COUNCIL

This is Sheet 5 of a 5 Sheet Instrument.

REGISTERED  
15-6-1990

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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record of a document in the custody of the  
Registrar General this day,  
18th June, 1990



PLAN FORM 2

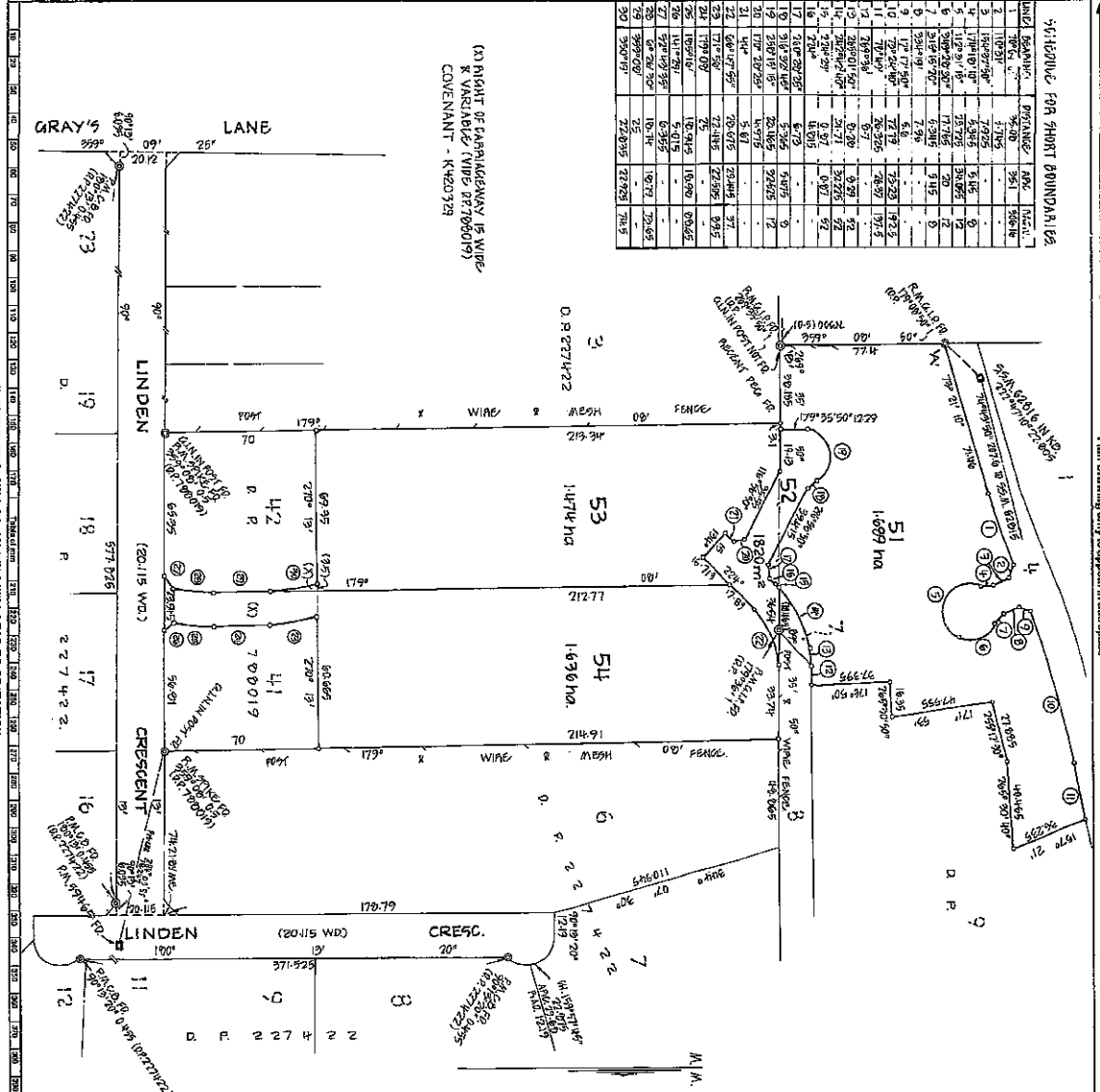
SUBDIVISION OF LAND IN ACCORDANCE WITH THE SUBDIVISION ACT 1988 AND THE SUBDIVISION (GENERAL) REGULATIONS 1988. THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE APPROVAL OF THE LOCAL AUTHORITY.

IN COMPLYANCE WITH SECTION 11(1) OF THE SUBDIVISION ACT 1988, THE LOCAL AUTHORITY HAS CONSIDERED THIS PLAN AND IS OF THE OPINION THAT IT COMPLIES WITH THE REQUIREMENTS OF THE ACT AND THE REGULATIONS.

THE LOCAL AUTHORITY HAS CONSIDERED THE PLAN AND IS OF THE OPINION THAT IT COMPLIES WITH THE REQUIREMENTS OF THE ACT AND THE REGULATIONS. THE LOCAL AUTHORITY HAS CONSIDERED THE PLAN AND IS OF THE OPINION THAT IT COMPLIES WITH THE REQUIREMENTS OF THE ACT AND THE REGULATIONS.

LAND BLOCK NO.	AREA (SQ. METERS)	PERCENTAGE OF TOTAL AREA
1	57.05	0.11
2	57.05	0.11
3	57.05	0.11
4	57.05	0.11
5	57.05	0.11
6	57.05	0.11
7	57.05	0.11
8	57.05	0.11
9	57.05	0.11
10	57.05	0.11
11	57.05	0.11
12	57.05	0.11
13	57.05	0.11
14	57.05	0.11
15	57.05	0.11
16	57.05	0.11
17	57.05	0.11
18	57.05	0.11
19	57.05	0.11
20	57.05	0.11
21	57.05	0.11
22	57.05	0.11
23	57.05	0.11
24	57.05	0.11
25	57.05	0.11
26	57.05	0.11
27	57.05	0.11
28	57.05	0.11
29	57.05	0.11
30	57.05	0.11

COUNCIL CLERK'S CERTIFICATE  
 5/90  
 I hereby certify that this plan complies with the requirements of the Land Management Act 1989 and the Subdivision (General) Regulations 1988. The Local Authority has considered the plan and is of the opinion that it complies with the requirements of the Act and the Regulations. The Local Authority has considered the plan and is of the opinion that it complies with the requirements of the Act and the Regulations. The Local Authority has considered the plan and is of the opinion that it complies with the requirements of the Act and the Regulations.



OFFICE USE ONLY  
**DP 801860**  
 Registered: 30-4-1990  
 CA No: S411 of 19-2-1990  
 The System: TORRENS  
 Proposed: SUBDIVISIONS  
 Plan No: DP 788098  
 Ref. Map: U7947-73  
 Land No: DP 801891  
 PLAN OF SUBDIVISION OF LOTS 11-21 LINDEN, CRESCENT & LINDEN ST, DP 801891

Proprietor: FENRITH CRANEBROOK EASTERLEACH CUMBERLAND

Location: FENRITH CRANEBROOK EASTERLEACH CUMBERLAND

Author: JOHN BOWEN & CO., PARNAMATTA, N.S.W.

Date: 12 MENTINGHOVA ST, PARNAMATTA, N.S.W.

Scale: 1:1000

Notes: THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE APPROVAL OF THE LOCAL AUTHORITY. THE LOCAL AUTHORITY HAS CONSIDERED THE PLAN AND IS OF THE OPINION THAT IT COMPLIES WITH THE REQUIREMENTS OF THE ACT AND THE REGULATIONS.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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Subdivisions Reference: 12975/034

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
 INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCE  
 ACT 1919.

Lengths are in Metres. (Sheet 1 of 2 Sheets)

Plan DPO31860

Plan of subdivision of lots 43 & 44,  
 D.P. 798015 and lots 5 & 6, D.P. 798097  
 converted by Council of 1990  
 No. 15

Full name and address  
 of proprietor of the  
 land.

Nomack (No.99) Pty Ltd  
 454 RILEY STREET  
 SUNKY HILLS NSW 2010

1. Identity of restriction  
 legally registered in  
 the Government's Land  
 Information System.

Restriction on User  
 Authority Benefited:  
 Parrish City Council  
 each & every lot

REGISTERED 30-4-1990

This is Sheet 1 of a 2 Sheet Instrument.

*Handwritten signature: P. R. Burgess*

*Handwritten signature: JOHN CLARK*

10 20 30 40 50 60 70 Table of mm 110 120 130 140

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
 INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCE  
 ACT 1919.

Lengths are in Metres. (Sheet 2 of 2 Sheets)

Plan:

Plan of subdivision of lots 43 & 44,  
 D.P. 798015 and lots 5 & 6, D.P. 798097  
 converted by Council of 1990  
 No. 15

Terms of Restriction on User: Fully referred to in above-mentioned Plan  
 No development is permitted on any lot without prior approval of Parrish City  
 Council.

REGISTERED BY SEANVA FINANCE CORPORATION  
 LIMITED by being signed sealed and delivered by its Attorney  
 in fact, MURIEL MURPHY (over seal) of South Wales  
 Division of South Finance Corporation Limited pursuant  
 to Power of Attorney registered No. 871, 3003, 3045, in the  
 presence of:  
 WENDY HELEN DAVIS  
 CLERK OF THE PEEL COUNCIL  
 Finance Officer



This is Sheet 2 of a 2 Sheet Instrument.

*Handwritten signature: P. R. Burgess*

*Handwritten signature: JOHN CLARK*

REGISTERED 30-4-1990

This negative is a photograph made as a permanent  
 record of a document in the custody of the  
 Registrar General this day, 2nd May, 1990



PLAN FORM 2

SIGNATURES SHALL BE PRINTED IN FULL AND SHALL BE SUBMITTED TO THE DISTRICT ENGINEER FOR APPROVAL. APPROVAL SHALL BE IN WRITING AND SHALL BE IN THE FORM OF A CHECKED BOX ON THIS FORM. APPROVAL SHALL BE IN THE FORM OF A CHECKED BOX ON THIS FORM.

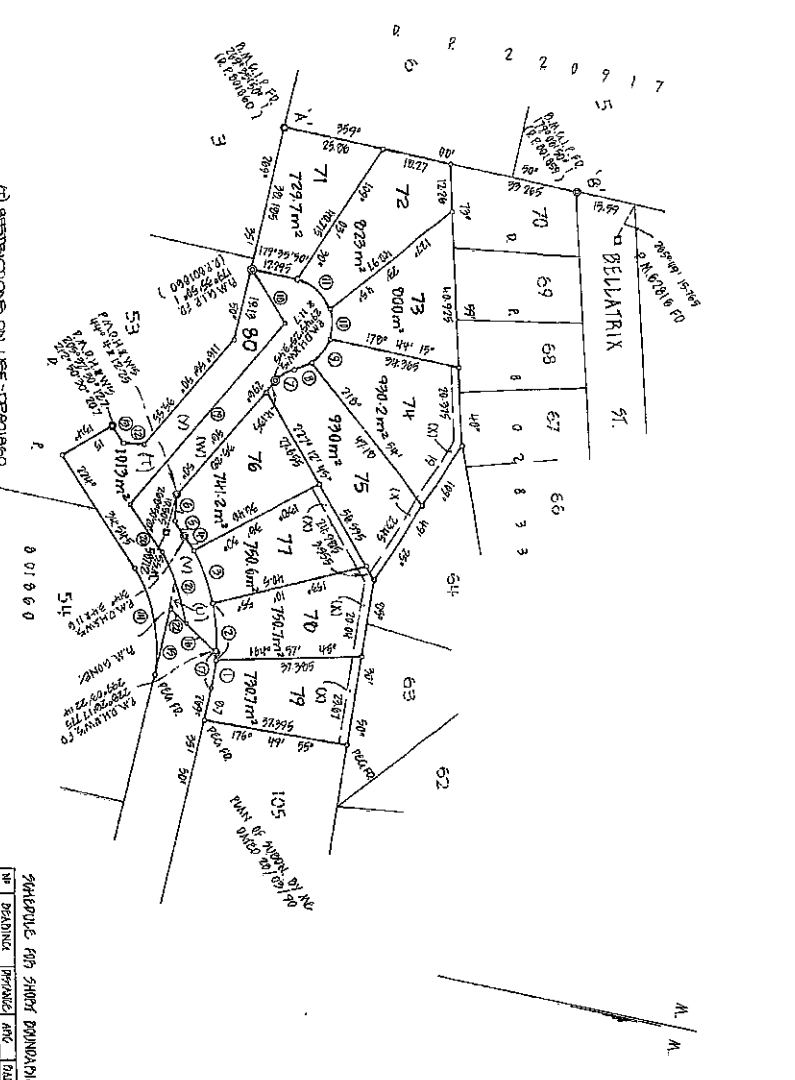
APPROVAL OF THIS PLAN BY THE DISTRICT ENGINEER SHALL BE SUBJECT TO THE DISTRICT ENGINEER'S APPROVAL OF THE PLAN AND THE DISTRICT ENGINEER'S APPROVAL SHALL BE IN WRITING AND SHALL BE IN THE FORM OF A CHECKED BOX ON THIS FORM.

APPROVED: [Signature] DIRECTOR

APPROVED: [Signature] SECRETARY

APPROVED: [Signature] COUNTY LANDS OFFICER

Plan Drawing only to appear in this space



- (I) RESTRICTIONS ON USE - DEPOSITED
- (II) RESTRICTIONS ON USE - DEPOSITED
- (N) ALDEBARAN ST (75 WIRE & VAN)
- (W) HEAVILY USE (75 WIRE & VAN)
- (X) EASEMENT TO TRAIN WAGON & VAN
- (Y) RIGHT OF BARRIADWAY 75 WIRE & VAN

NO	DESCRIPTION	PERCENTAGE	AREA	REMARKS
1	3499.00	7.205	7.78	
2	2364.77	5.00	4.99	
3	224.14	0.475	0.475	
4	224.14	0.475	0.475	
5	224.14	0.475	0.475	
6	224.14	0.475	0.475	
7	224.14	0.475	0.475	
8	224.14	0.475	0.475	
9	224.14	0.475	0.475	
10	224.14	0.475	0.475	
11	224.14	0.475	0.475	
12	224.14	0.475	0.475	
13	224.14	0.475	0.475	
14	224.14	0.475	0.475	
15	224.14	0.475	0.475	
16	224.14	0.475	0.475	
17	224.14	0.475	0.475	
18	224.14	0.475	0.475	
19	224.14	0.475	0.475	
20	224.14	0.475	0.475	
21	224.14	0.475	0.475	
22	224.14	0.475	0.475	

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340

OFFICE USE ONLY  
DP 806267  
DT 7-2-1990  
No 5, 6170 OF 4-10-90

REGISTERED: DT 7-2-1990  
No 5, 6170 OF 4-10-90  
TITLE SYSTEM: TORRENS  
PURPOSE: SUBDIVISION  
REF: UTRGT-7-75  
PROJECT: DP 801860  
PLAN: DP 801860  
LOT 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 10th December, 1990



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 198B OF THE CONVEYANCING ACT, 1919.

Lengths are in Metres.

PART 1  
(Sheet 1 of 2 Sheets)

Plan: DP806267  
Plan of subdivision of Lot 7 D.P. 801859 Lot 52 D.P. 801860 Lot 71 D.P. 802833 covered by Council Clerk's Certificate No. 108/90 of October 4, 1990

Beneficially affected: Nosnack (No.99) Pty Limited 483 Riley Street SURREY HILLS NSW 2010

1. Identity of easement secondarily referred to in abovementioned plan:  
Easement to Drain Water 2 wide.

Schedule of lots affected:  
Lots benefited:  
73  
74  
75  
76  
77  
78  
79

2. Identity of easement secondarily referred to in abovementioned plan:  
Right of Carriageway 7.5 wide and variable

Schedule of lots affected:  
Lots benefited:  
73  
74  
75  
76  
77  
78  
79

3. Identity of easement thirdly referred to in abovementioned plan:  
Restriction on User

Schedule of lots affected:  
Lots benefited:  
every other lot

This is Sheet 1 of a 2 Sheet Instrument.

REGISTERED 07-12-1990

*Handwritten signatures and notes:*  
Brendy & Bob  
ap. a. Snygar  
Kean Clerk

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 198B OF THE CONVEYANCING ACT, 1919.

Lengths are in Metres.

(Sheet 2 of 2 Sheets)

Plan: DP806267  
Plan of subdivision of Lot 7 D.P. 801859 Lot 52 D.P. 801860 Lot 71 D.P. 802833 covered by Council Clerk's Certificate No. 108/90 of October 4, 1990

1. Terms of easement firstly referred to in abovementioned plan:  
Easement to Drain Water within the meaning of Part 3 of Schedule 8 of the Conveyancing Act 1919.

2. Terms of easement secondarily referred to in abovementioned plan:  
A Right of Carriageway within the meaning of Part 1 of Schedule 8 of the Conveyancing Act 1919.

3. Terms of Restriction on User thirdly referred to in abovementioned plan:  
No fence shall be erected on each lot burdened to divide its form any adjoining land held by the vendor or his successors other than purchasers on sale however, consent shall not be withheld if such fencing is erected without cost to the purchaser or his assigns, such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser, his executors, administrators and assigns only during the ownership of the said adjoining lands by the vendor or his successors other than purchasers on sale.

The Common Seal of Nosnack (No. 99) Pty. Limited was hereunto affixed by authority of the Board of Directors in the presence of:

This is Sheet 2 of a 2 Sheet Instrument.  
SEEN FOR AND ON BEHALF OF THE BANK AND SOLICITORS BANK OF WESTERN AUSTRALIA BY: RONALD ALVAI IRE  
AND JEAN CHARLES TREHON IN WITNESS WHEREOF THE SIGNED AND SEAL OF THE BANK OF WESTERN AUSTRALIA AND THE SIGNED AND SEAL OF THE ATTORNEYS GENERAL IN WITNESS WHEREOF THE SIGNED AND SEAL OF THE ATTORNEYS GENERAL  
REGISTERED BY: GREGORY GEMMEL WINNIE (ATTORNEY GENERAL) IN THE PRESENCE OF: [Signature]  
COUNCIL CLERK: [Signature]



*Handwritten signatures:*  
Ronald Alva I  
Jean Charls  
Kean Clerk



REGISTERED 07-12-1990

10 20 30 40 50 60 70 Table of mm 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 10th December, 1990







PLAN FORM 2  
SIGNATURE AND SEALS ONLY.

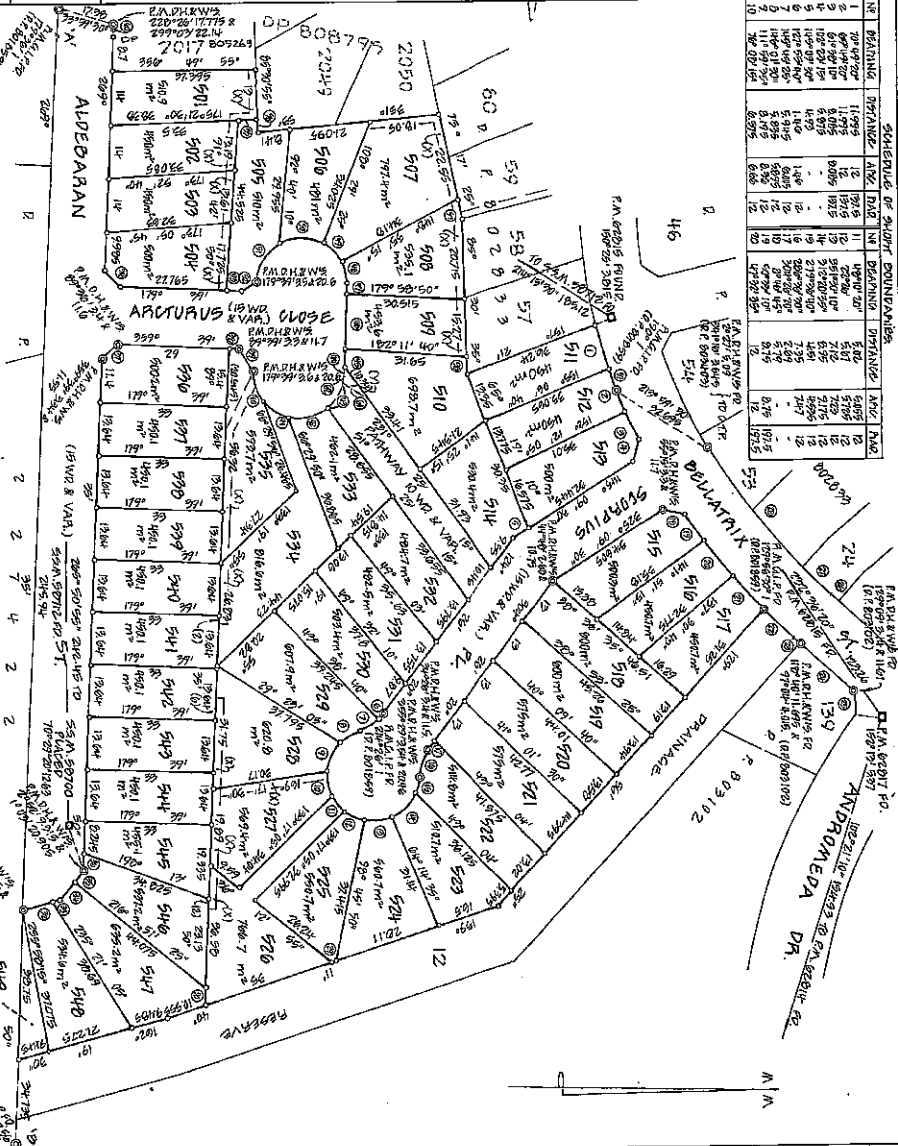


*H. C. Smith*  
1/12/92  
SEAL NUMBER 17084  
DATE 1/12/92  
REGISTERED PROFESSIONAL ENGINEER  
ALBERTA  
CIVIL ENGINEER  
1200 UNIVERSITY AVENUE, SUITE 200  
CALGARY, ALBERTA T2M 1K6

I hereby certify that I am a duly qualified Professional Engineer under the provisions of the Engineering Act of Alberta and that I am duly registered under the Engineering Act of Alberta. I am duly qualified to certify the correctness of the drawings of the subdivision shown hereon and that I am duly qualified to certify the correctness of the area measurements shown hereon. I am duly qualified to certify the correctness of the area measurements shown hereon. I am duly qualified to certify the correctness of the area measurements shown hereon.

**CONVEYANCE**  
Land Division Administrator's Office  
Folio No. 12791/95  
Plan No. M19D  
Date of Approval: 1/19/92  
Council Clerk's Certificate

**ALBERTA'S MUNICIPALITIES ACT**  
12791/95 M19D



SCHEDULE OF SHORT BOUNDARIES

NO	BOUNDARY	LENGTH	AREA	TYPE	NO	BOUNDARY	LENGTH	AREA	TYPE
1	BOUNDARY	11.905	1.315	LI	51	BOUNDARY	27.950	1.500	LI
2	BOUNDARY	11.905	1.315	LI	52	BOUNDARY	27.950	1.500	LI
3	BOUNDARY	11.905	1.315	LI	53	BOUNDARY	27.950	1.500	LI
4	BOUNDARY	11.905	1.315	LI	54	BOUNDARY	27.950	1.500	LI
5	BOUNDARY	11.905	1.315	LI	55	BOUNDARY	27.950	1.500	LI
6	BOUNDARY	11.905	1.315	LI	56	BOUNDARY	27.950	1.500	LI
7	BOUNDARY	11.905	1.315	LI	57	BOUNDARY	27.950	1.500	LI
8	BOUNDARY	11.905	1.315	LI	58	BOUNDARY	27.950	1.500	LI
9	BOUNDARY	11.905	1.315	LI	59	BOUNDARY	27.950	1.500	LI
10	BOUNDARY	11.905	1.315	LI	60	BOUNDARY	27.950	1.500	LI

SCHEDULE OF SHORT BOUNDARIES (CONT.)

NO	BOUNDARY	LENGTH	AREA	TYPE	NO	BOUNDARY	LENGTH	AREA	TYPE
61	BOUNDARY	11.905	1.315	LI	111	BOUNDARY	27.950	1.500	LI
62	BOUNDARY	11.905	1.315	LI	112	BOUNDARY	27.950	1.500	LI
63	BOUNDARY	11.905	1.315	LI	113	BOUNDARY	27.950	1.500	LI
64	BOUNDARY	11.905	1.315	LI	114	BOUNDARY	27.950	1.500	LI
65	BOUNDARY	11.905	1.315	LI	115	BOUNDARY	27.950	1.500	LI
66	BOUNDARY	11.905	1.315	LI	116	BOUNDARY	27.950	1.500	LI
67	BOUNDARY	11.905	1.315	LI	117	BOUNDARY	27.950	1.500	LI
68	BOUNDARY	11.905	1.315	LI	118	BOUNDARY	27.950	1.500	LI
69	BOUNDARY	11.905	1.315	LI	119	BOUNDARY	27.950	1.500	LI
70	BOUNDARY	11.905	1.315	LI	120	BOUNDARY	27.950	1.500	LI

PLAN OF SUBDIVISION OF LAND  
LOCALITY: DRANEBROOK  
TOWNSHIP: DRANEBROOK  
COUNTY: CUMBERLAND  
This is used in preparation of a survey/development plan under the provisions of the Survey Act of Alberta (S.A. 80/80) and the Municipalities Act of Alberta (M.A. 27/81).

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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OFFICE USE ONLY  
DP 815614  
Request: 6/72/902  
Cat. No S6273 OF 2811912  
Title System: TORENS  
Purpose: SUBDIVISION  
Reg. Date: U7367-7#  
Land Plan: DP 80185#  
PLAN OF SUBDIVISION OF LAND UNDER THE SURVEY ACT OF ALBERTA (S.A. 80/80) AND THE MUNICIPALITIES ACT OF ALBERTA (M.A. 27/81).  
Municipality: DRANEBROOK  
Township: DRANEBROOK  
County: CUMBERLAND  
This is used in preparation of a survey/development plan under the provisions of the Survey Act of Alberta (S.A. 80/80) and the Municipalities Act of Alberta (M.A. 27/81).

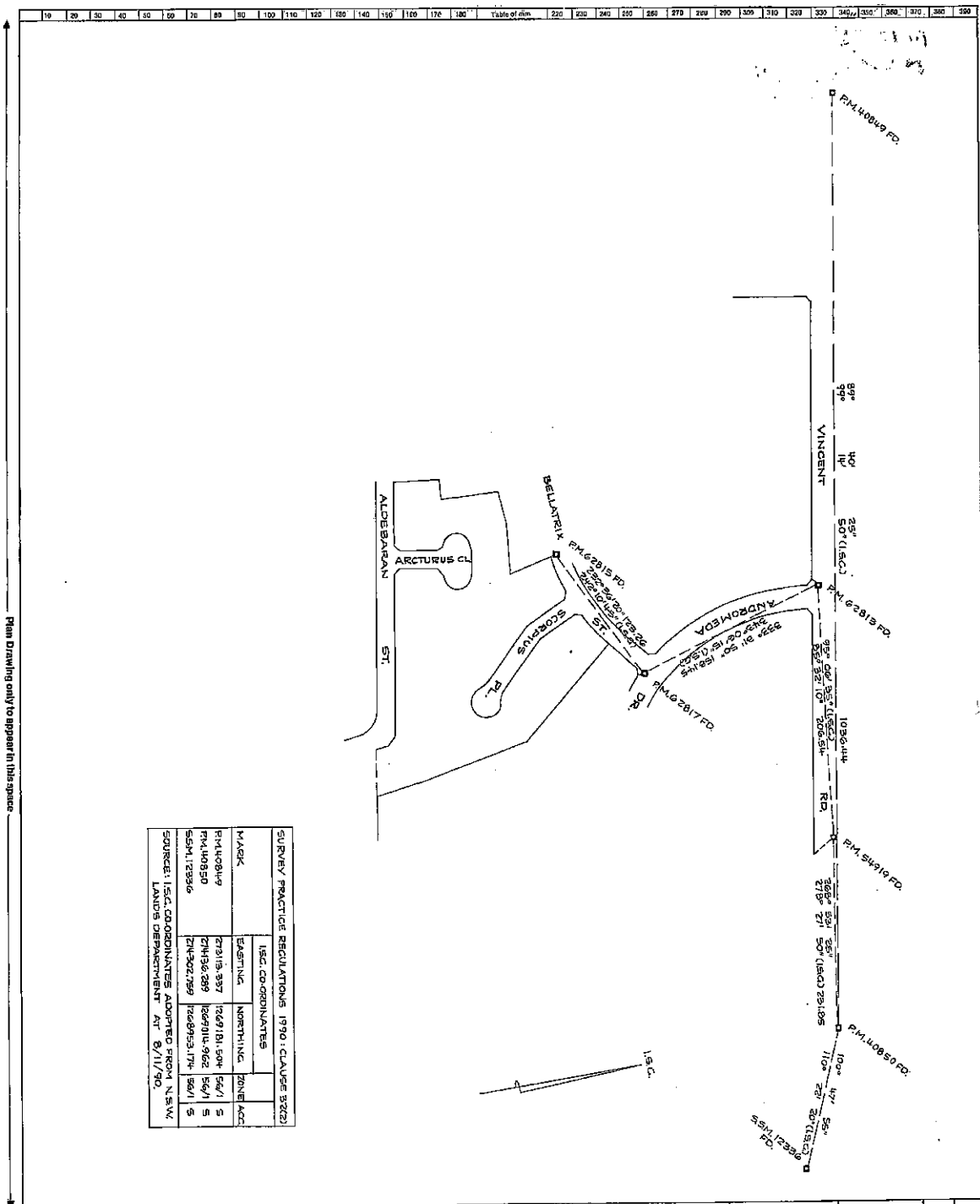


PLAN FORM 3

To be used in conjunction with Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



SURVEY PRACTICE REGULATIONS 1990 - CLAUSE 32(2)		
MARK	IS.C. COORDINATES	ZONE ACQ.
PM40049	EASTING 73118.337	NORTHING 1269781.508
PM40050	EASTING 73136.289	NORTHING 1269916.962
SM112936	EASTING 73132.799	NORTHING 1269753.174

SOURCE: IS.C. COORDINATES ADOPTED FROM N.S.W. LANDS DEPARTMENT AT 8/11/90.

Plan Drawing only to appear in this space

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day: 18th February 1992

DP 815614

Registered 17.2.1992

This is a copy 2 of the original 2 plans  
 dated 18/2/1990

*[Signature]*  
 Surveyor registered under Survey Act 1988

This is a copy of the original 2 plans  
 dated 18/2/1990

*[Signature]*  
 Surveyor

For use where Section 8 is substituted in any plan on Form 3



*[Signature]*  
*[Signature]*  
 Surveyor

Reduction Ratio: 1:2000  
 SURVEYOR'S REFERENCE: 12935/95



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE  
 OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
 CONVEYANCING ACT 1919**

Lengths are in Metres.

(Sheet 3 of 4 Sheets)

Plan: **DP815614**

Plan of Subdivision of Lots 9 & 10  
 D.P. 801859 covered by Council Clerk's  
 Certificate No. 56273 of 25-1-1992

**PART 2**

1. Terms of Restriction on Use secondly referred to in above-mentioned plan

No fence shall be erected on each lot bordered to divide it from any adjoining land held by the vendor or his successors other than purchasers on sale however, consent shall not be withheld if the fence is erected for the purpose of enclosing 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 consent in regard to fencing shall be binding on a purchaser, his executors, administrators and assigns only during the ownership of the said adjoining lands by the vendor or his successors other than purchasers on sale.

2. Terms of Restriction on Use thirdly referred to in above-mentioned plan  
 No development is permitted without prior approval of the Council of the City of Penrith.

Name of Authority whose consent is required to release, vary or modify the Restriction firstly and thirdly referred to in above-mentioned plan

The Council of the City of Penrith

*[Handwritten signature]*

As approved by the Council of the City of Penrith

This is Sheet 3 of 4 Sheet Instrument



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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE  
 OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
 CONVEYANCING ACT 1919**

Lengths are in Metres.

(Sheet 4 of 4 Sheets)

Plan: **DP815614**

Plan of Subdivision of Lots 9 & 10  
 D.P. 801859 covered by Council Clerk's  
 Certificate No. 56273 of 25-1-1992

Signed by the said General Finance Corporation Limited by its attorney who has been appointed in the power of Attorney of the said Corporation under 125, book 374, and who has acknowledged that they have not received any notice of the exercise of such Power of Attorney.

Frank Gussak  
 Securities Manager  
 Christine Dornell  
 Securities Officer  
 20 Clarence St. Sydney

OLIVER WOOD  
 FRANKLIN WOODS  
 SYDNEY, N.S.W. S.A.C.T.



*[Handwritten signature]*  
 SECRETARY

As approved by the Council of the City of Penrith

This is Sheet 4 of 4 Sheet Instrument



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 18th February 1992





INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE  
 OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE  
 CONVEYANCING ACT 1919  
 (Sheet 1 of 4 Sheets)

PART 1

Plan: DP815614  
 Plan of Subdivision of Lots 9 & 10  
 D.P. 801899 covered by Council Clerk's  
 Certificate No. 56223 of 20-1-1992

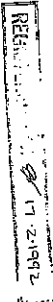
1. Identity of assessment  
 Easement referred to in  
 above-mentioned plan:
- Parcel Name and Address  
 of Proprietor of the  
 Land: Jamaline Pty Limited  
 2717-115 Main Street  
 BLACKTOWN NSW 2148
- Assessment to Drain Heaver  
 2 wide.

Schedule of Lots affected.

Lots burdened.	Lots benefited.
501	2013, 2014, 2015, 2016, 2017 D.P. 806265 (comprised in Folios 2013, 2014, 2015, 2016, 2017/806265)
502	74, 75 D.P. 806267 (comprised in Folios 74, 75/806267) 2047 D.P. 808794 (comprised in Folio 2047/808794) 2013, 2014, 2015, 2016, 2017 D.P. 806265 (comprised in Folios 2013, 2014, 2015, 2016, 2017/806265) 74, 75 D.P. 806267 (comprised in Folios 74, 75/806267) 2047 D.P. 808794 (comprised in Folio 2047/808794)
503	501, 502, 503 (comprised in Folios 2015, 2016, 2017 D.P. 806265 (comprised in Folios 2013, 2014, 2015, 2016, 2017 D.P. 806265) 74, 75 D.P. 806267 (comprised in Folios 74, 75/806267) 2047 D.P. 808794 (comprised in Folio 2047/808794)

This is Sheet 1 of a 4 Sheet Instrument.

As approved by the Council of the City of Penrith



*[Handwritten signature]*

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE  
 OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE  
 CONVEYANCING ACT 1919  
 (Sheet 2 of 4 Sheets)

PART 1 (cont..)

Plan: DP815614  
 Plan of Subdivision of Lots 9 & 10  
 D.P. 801899 covered by Council Clerk's  
 Certificate No. 56117 of 28-1-1992

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2. Identity of Restriction  
 Easement referred to in  
 above-mentioned plan:

lots burdened	lots benefited
each and every lot	every other lot
549	The Council of the City of Penrith

This is Sheet 2 of a 4 Sheet Instrument.

As approved by the Council of the City of Penrith



*[Handwritten signature]*

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This negative is a photograph made as a permanent  
 record of a document in the custody of the  
 Registrar General this day, 18th February, 1992



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

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Property No: 104700  
Your Reference: KT:18104  
Contact No.

Issue Date: 09 May 2018  
Certificate No: 18/02383

Issued to: TCS Towns Conveyancing Services  
P O Box 7520  
SOUTH PENRITH NSW 2750

PRECINCT 2010

**DESCRIPTION OF LAND**

**County: CUMBERLAND Parish: CASTLEREAGH**

**Location:** 50 Aldebaran Street CRANEBROOK NSW 2749  
**Land Description:** Lot 2017 DP 806265

**- PART 1 PRESCRIBED MATTERS -**

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

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

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

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

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

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

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

State Environmental Planning Policy No.1 - Development Standards. (Note: This policy does not apply to the land to which Penrith Local Environmental Plan 2010 or State Environmental Planning Policy (Western Sydney Employment Area) 2009 apply.)

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

State Environmental Planning Policy No.21 - Caravan Parks.

State Environmental Planning Policy No.30 - Intensive Agriculture.

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

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

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

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

State Environmental Planning Policy No.62 - Sustainable Aquaculture.

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

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

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

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

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

State Environmental Planning Policy (State Significant Precincts) 2005.

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

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007.

State Environmental Planning Policy (Infrastructure) 2007.

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

State Environmental Planning Policy (Affordable Rental Housing) 2009.

State Environmental Planning Policy (State and Regional Development) 2011.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.

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

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

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

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

State Environmental Planning Policy (Infrastructure) Amendment (Review) 2016 applies to the land.

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

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

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

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

Penrith Development Control Plan 2014 applies to the land.

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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

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

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

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

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

**1. Objectives of zone**

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

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

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

**4 Prohibited**

Any development not specified in item 2 or 3

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

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

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

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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

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

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

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



**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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

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

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

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

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

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

***3 COMPLYING DEVELOPMENT***

***HOUSING CODE***

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

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

***RURAL HOUSING CODE***

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

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

***HOUSING ALTERATIONS CODE***

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

***GENERAL DEVELOPMENT CODE***

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

***COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE***

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

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

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***SUBDIVISIONS CODE***

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

***DEMOLITION CODE***

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

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

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

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

***FIRE SAFETY CODE***

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

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

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

**4      *COASTAL PROTECTION***

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

**5      *MINE SUBSIDENCE***

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

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

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

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

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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

**(a) Council Policies**

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

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

**(b) Other Public Authority Policies**

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

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

**7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

(1) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) if such uses are permissible on the land. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

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

**8 LAND RESERVED FOR ACQUISITION**

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

**9 CONTRIBUTIONS PLANS**

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

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas

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**PLANNING CERTIFICATE UNDER SECTION 10.7**

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

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

**9A BIODIVERSITY CERTIFIED LAND**

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*. (Note. biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.)

**10 BIODIVERSITY STEWARDSHIP SITES**

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* relates. Note. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardships agreements under Part 5 of the *Biodiversity Conservation Act 2016*)

**11 BUSH FIRE PRONE LAND**

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

**12 PROPERTY VEGETATION PLANS**

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

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

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

**14 DIRECTIONS UNDER PART 3A**

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

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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

(Information is provided in this section only if:

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

**16 *SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE***

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

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

(Information is provided in this section only if:

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

**18 *PAPER SUBDIVISION INFORMATION***

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

**19 *SITE VERIFICATION CERTIFICATES***

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

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

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

(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.)

**PLANNING CERTIFICATE UNDER SECTION 10.7**

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

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

(e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 - a copy of which has been provided to Council.)

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

**20 LOOSE FILL ASBESTOS INSULATION**

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

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

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

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

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

Note:

The following section of this certificate is set aside under section 10.7(5) of the Act for the inclusion of information about other matters affecting the land of which the Council may be aware. The Council is not required under the Act to include any information in this section. Please be aware that the inclusion of information about a matter does not indicate that there are no other matters affecting the land of which the Council may be aware. Upon payment by an applicant of the required fee the Council may, pursuant to section 10.7(5) of the Act, provide further advice on other relevant matters affecting the subject land of which it may be aware.

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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**\*Flooding within certain urban areas**

- Council has in the past conducted studies of possible overland water flows within the City of Penrith. Those studies have been carried out in good faith, but Council cannot verify their accuracy. In particular, Council believes there are limitations on the accuracy of the past studies in urban areas where the effect of flash flooding, and underground drainage and stormwater disposal systems is largely unknown.
- This property is shown on Council's flood mapping as potentially so affected.
- Council imposes flood related development controls where, in its opinion, such controls are justified. Such controls may or may not be imposed with respect to this property in the event of an application for development consent.
- If a development proposal is submitted with respect to this property, Council will consider the possibility of flood or overland flow in the context of the application. Council may impose a requirement that the applicant for development consent carry out a detailed assessment of the possible overland water flows affecting the property (a flood study) and/or may impose other controls on any development designed to ameliorate flood risk.

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

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

**Alan Stoneham  
General Manager**

Per



**Please note:**

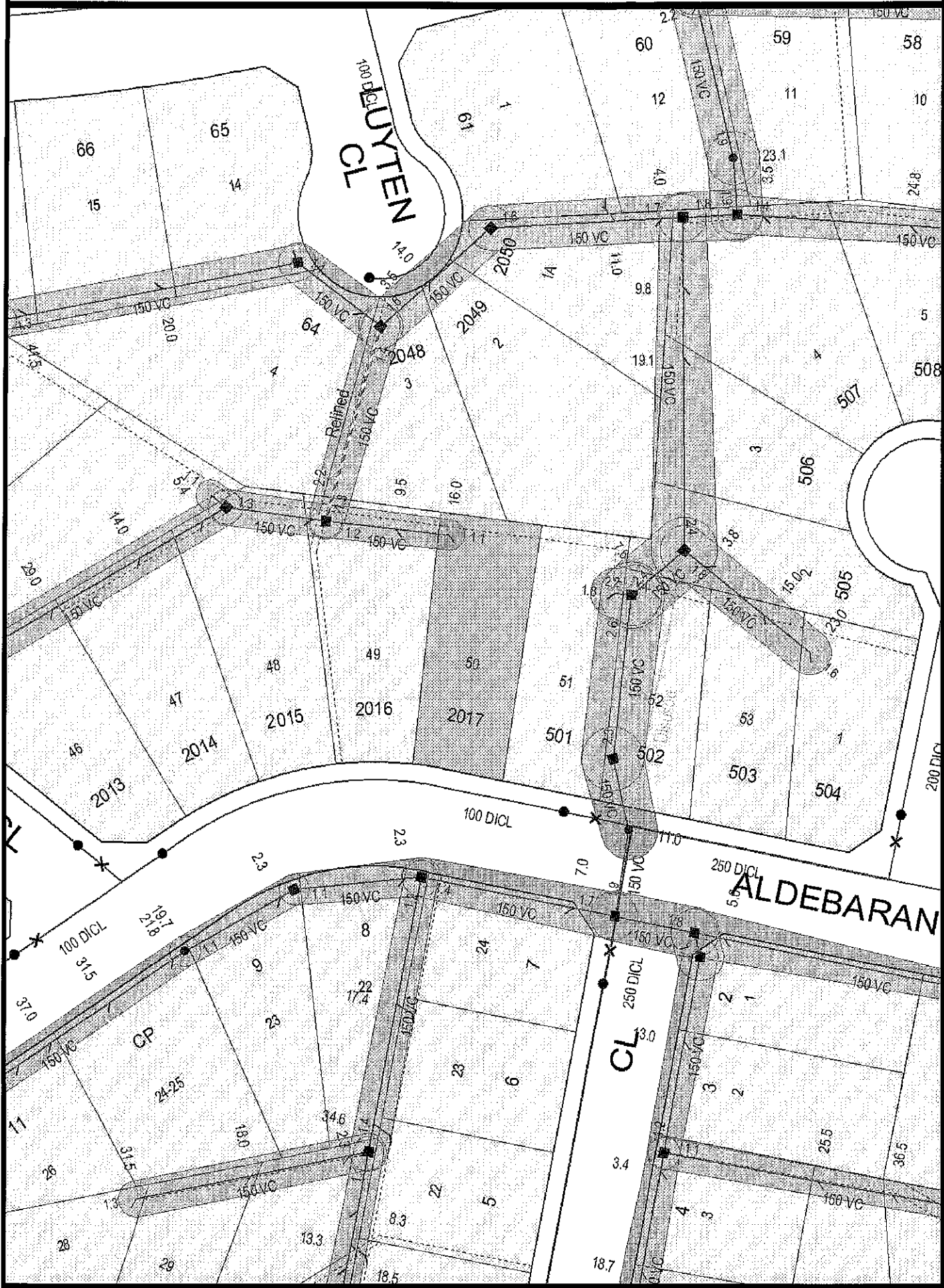
Certain amendments to the Environmental Planning and Assessment Act 1979 No 203 (Act) commenced on 1 March 2018.

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

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







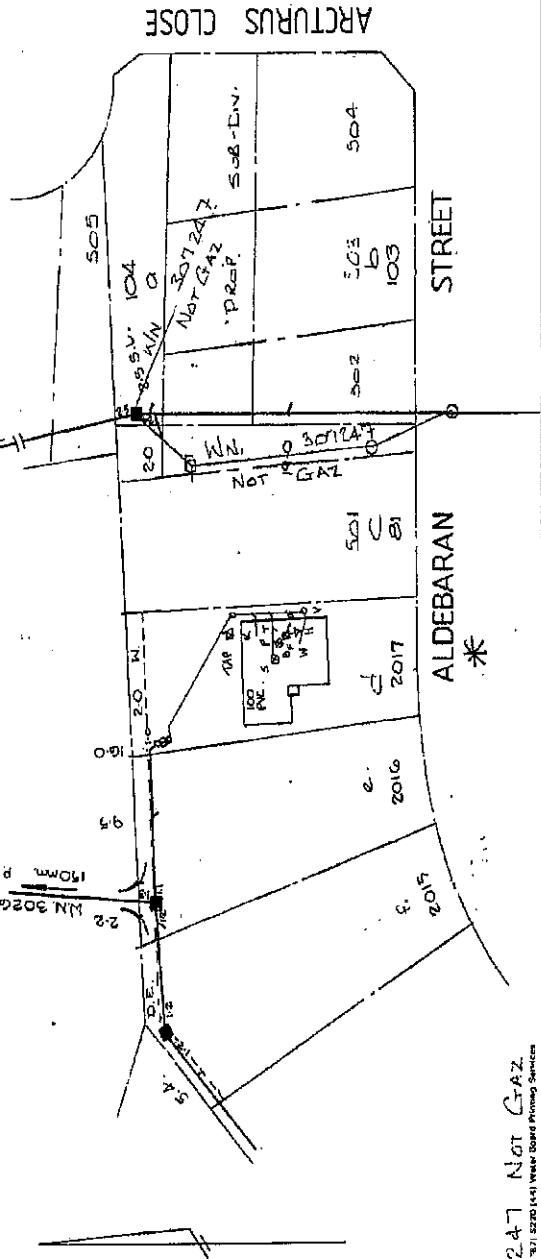
NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's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

Copy of Diagram No. **176506D**

City of Sydney  
Diagram No. **176506D**

**IMPORTANT NOTE**

Sydney Water records show that as of 2/14/09 the works have been carried out without a final inspection. This means that the sewerage service diagram and location of Sydney Water's sewerage service mains and stormwater channels should be checked by obtaining a Sewerage Location Plan from Sydney Water.



**SEWERAGE SERVICE DIAGRAM**  
MUNICIPALITY OF PENRITH  
SUBURGE OF CRANEBROOK

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

M.W.S. & D.B.

**DRAINAGE Inspected by**  
Inspector: \_\_\_\_\_  
Cert. Of Compliance No. \_\_\_\_\_  
Field Diagram Examined by \_\_\_\_\_

**Tracing Checked by**  
PLUMBING Inspector: \_\_\_\_\_  
Inspector: \_\_\_\_\_  
Cert. Of Compliance No. \_\_\_\_\_

**YES NO**

Date of Issue: \_\_\_\_\_  
Outfall Plan: SE14 Drainer  
W.S. U/c: \_\_\_\_\_ Plumber  
W.No. 30247 Gas on 10/10/00  
W.No. \_\_\_\_\_ Gas on \_\_\_\_\_

**INDICATES - DRAINAGE FITTINGS**  
M: Manhole, C: Chamber, I: Inlet, B: Boundary Tap, P: Pit, G: Gas, S: Sewer, V: Vent, R: Road, S: Seal

**INDICATES - PLUMBING FITTURES & OR FITTINGS:**  
CO: Clear Out, SW: Bidet, D: Drain, W: Wash, K: Kitchen Sink, WC: Water Closet, B: Bath, W: Washing Machine, S: Sump Pump, V: Vent, RP: Rooding Point, O: SM, S: Seal Vent Pipe, O: WS, W: Waste Stack

**SYMBOLS AND ABBREVIATIONS**  
INDICATES - PLUMBING FITTURES & OR FITTINGS:  
CO: Clear Out, SW: Bidet, D: Drain, W: Wash, K: Kitchen Sink, WC: Water Closet, B: Bath, W: Washing Machine, S: Sump Pump, V: Vent, RP: Rooding Point, O: SM, S: Seal Vent Pipe, O: WS, W: Waste Stack

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at the Board's Business Office (Section 32 Of Board's Act). The Board is not liable for any damage or loss incurred by any person who, in reliance on this diagram, carries out any works. The Board is not liable for any damage or loss incurred by any person who, in reliance on this diagram, carries out any works. The Board is not liable for any damage or loss incurred by any person who, in reliance on this diagram, carries out any works.

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

W.N. 30247 NOT GAZ.  
W.N. 30247 NOT GAZ.

Connection \_\_\_\_\_  
Dates: a \_\_\_\_\_ b \_\_\_\_\_ c \_\_\_\_\_

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.