

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Jim Aitken Emu Plains Shop 29 Lennox Village, Emu Plains, NSW 2750	Phone: (02) 4735 2121 Fax: (02) 4735 4095 Ref: David Reeves
co-agent		
vendor	Franklyn Allen Elliott and Deanne Kay Elliott 32 Monterey Terrace, Glenmore Park, NSW 2745	
vendor's solicitor	V J Tait & Associates Suite 1, 27 Terminus Street, Castle Hill NSW 2154 PO Box 934, Castle Hill NSW 1765	Phone: 9659 8383 Fax: 9659 6661 Ref: VJT:LL:6677
date for completion	25th May 2019	(clause 15)
land (address, plan details and title reference)	32 Monterey Terrace, Glenmore Park, New South Wales 2745 Registered Plan: Lot 8568 Plan DP 1020753 Folio Identifier 8568/1020753	

improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies

☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ car space ☐ storage space

☐ none ☐ other:

attached copies ☐ documents in the List of Documents as marked or as numbered:

☐ other documents:

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input 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: air conditioning, alarm system, auto garage door & remote, shelving in garage, ceiling fans, garden shed
exclusions	Portable fireplace, mantelpiece, amway water filter, extendable magnification mirror in ensuite, retracting hose reel in carport
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

GST AMOUNT (optional)

The price includes
 GST of: \$

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

ChoicesVendor 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 checked="" type="checkbox"/> 7 section information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<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 1986
<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	Other
Swimming Pools Act 1992	<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 for non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. 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, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

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

WARNINGS

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

Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries East Australian Pipeline Limited Electricity and gas Land & Housing Corporation Local Land Services NSW Department of Education	NSW Fair Trading NSW Public Works Advisory Office of Environment and Heritage Owner of adjoining land Privacy Roads and Maritime Services Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **The purchaser will usually have to pay 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.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.**

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>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>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>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <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 *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
 - 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
 - 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

8 Vendor's rights and obligations

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.
- 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 lodgement 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;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

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

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is 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;
- 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; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
 - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7* days after the contract date.
- 27.3 The vendor must apply for consent *within 7* days after *service* of the purchaser's part.
- 27.4 If consent is refused, *either party can rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party can rescind within 7* days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42* days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 - 27.6.2 *within 30* days after the application is made, *either party can rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
 - 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after 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 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, 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 *Lodgement 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 the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; 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 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *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 *Lodgement 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>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<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>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>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.

CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- 1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - c) The highest bidder is the purchaser, subject to any reserve price.
 - d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interest of the seller.
 - f) A bidder is taken to be principal unless. Before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - g) A bid cannot be made or accepted after the fall of the hammer.
 - h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- 2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.



SPECIAL CONDITIONS

Vendor: FRANKLYN ALLEN ELLIOTT and DEANNE KAY ELLIOTT
Property: 32 Monteray Terrace, Glenmore Park

1. The Purchasers acknowledge that they are purchasing the property in its present condition and state of repair and subject to any infestation and dilapidation and whether or not affected by insect or pest and whether or not any of the improvements upon the property are subject to, or insured under, the Building Services Corporation Act, 1989, and the purchasers will raise no objection, requisition or claim for compensation in respect of such matters.
2. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at Law or in Equity if this condition had not been included herein IT IS AGREED that if either party shall die or become mentally ill or bankrupt then either party may by notice in writing to the Solicitor named herein as the other party's Solicitor rescind this Agreement.
3.
 - (a) The Purchaser warrants that the Purchaser was not introduced to the Vendor or the property by or through the medium of a real estate agent, an employee of the real estate agent, or a person having a connection with a real estate agent, other than the agent, if any, named in this contract.
 - (b) The Purchaser must at all times indemnify the Vendor against any claim for commission made by any person other than the Vendor's agent, arising out of a breach of the warranty in special condition 3(a) and all actions proceedings and expenses out of any such claim including all legal fees and disbursements.

4. Subject always to any right of rescission that may be available under the Conveyancing Act 1919, no objection, requisition or claim shall be made by the Purchaser in respect of any matter referred to, in or arising out of any Survey Report upon the subject property and the purchasers shall not be entitled to make any objection requisition or claim for compensation in relation to any matter or thing arising there from.
5.
 - (a) Notwithstanding anything contained herein in the event that completion hereof is not effected within the time specified as the completion date on the first page of this Agreement ("the Completion Date") then either party shall be entitled to serve the other party a Notice to Complete. The within Agreement and such Notice shall make time of the essence of the Agreement AND IT IS AGREED between the parties hereto that a period of fourteen (14) days (As defined in S170 of the Conveyancing Act) shall be sufficient notice under any such Notice to Complete or any subsequent Notice of the like kind.
 - (b) The purchaser agrees to pay an adjustment on settlement in the sum of \$220.00 representing agreed expenses incurred by the Vendor for the drafting, engrossing and serving of a Notice to Complete on the Purchaser.
6. Should completion of this contract not take place by the completion date, otherwise than as a result of any default by the vendor under this contract:
 - (a) the purchaser shall pay liquidated damages at the rate of twelve (12%) per annum on the balance of the purchase price, and any other monies owing pursuant to this contract, computed at a daily rate, from the completion date to the actual date of completion but without prejudice to all and any other rights of the vendor pursuant to this contract and it is an essential term of this contract that liquidated damages be paid on completion; and
 - (b) interest must be paid on the actual date of completion;
 - (c) the Vendor is not obliged to settle unless that interest is paid;
 - (d) The interest is a genuine pre-estimate of the Vendor's costs as a result of the Purchaser's failure to complete;
7. This Agreement shall be amended as follows:-
 - (a) Depositholder – Delete whole definition and replace with “Vendors Conveyancer”
 - (b) Clause 3.3 Delete and insert in its place, the deposit bond must not have an expiry date that is less than 28 days after the due date for completion.
 - (c) Clause 4.1 is amended by deleting the word “Normally”
 - (d) Clause 7.1.1 is to be amended by replacing 5% with 1%
 - (e) Clause 7.2.1 is to be amended by replacing 10% with 1%
 - (f) Clause 8.1 is amended by deleting the words “on reasonable grounds”
 - (g) Clause 10.1 insert the words “delay completion” between the words “claim” and “or” on the first line of Clause 10.1
 - (h) Clause 10.1.4 is to be amended by inserting the words “and/or mechanical

- breakdown” after the word “tear”
 - (i) Clauses 10.1.8 and 10.1.9 is to be amended by adding the words “or existence” after the word “substance”.
 - (j) Clause 14 add 14.9 – Adjustments must be made in accordance with Local Government Act including S603, S570 & S571 and be adjusted for the full financial year for council rates.
 - (k) Clause 16.5 delete the words “plus another 20% of that fee”;
 - (l) Clause 16.7 delete the words “by cash (up to \$2,000.00) or”;
 - (m) Clause 16.8 is amended by replacing “5 settlement cheques” with “5 BANK cheques”
 - (n) Clause 16.12 is deleted.
 - (o) Clause 18 add the following clause “18.8 – The purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property”.
 - (p) Clause 20.10 is amended by inserting the words “or building certificate” after the word “report” and by adding the words “and the purchaser agrees to make no objection, requisition or claim for compensation in relation to any matters referred to in the Survey report and/or Building certificate” to the end of the clause.
 - (q) Clause 23.6.1 delete and replace with “The vendor is liable to pay any instalments due and payable up to the date of completion. The Purchaser will be liable to pay the balance of instalments after completion.”
 - (r) Clause 30.9.1 delete the number 2 and insert the number 5.
 - (s) Clause 20.6.5 delete the word “email”
8. The purchaser acknowledges having inspected the chattels and inclusions referred to on the Front Page of the Agreement and shall purchase them in their present condition and state of repair, subject to all defects whether latent or patent and mechanical breakdown shall make no objection requisition or claim for compensation in relation thereto.
9. If the property contains a swimming pool and/or spa:
- (a) The vendor does not warrant that the swimming pool and/or spa on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under that Act.
 - (b) The purchasers agree that, after completion, the purchaser will comply with the requirements of the Act and regulations relating to access to the swimming pool and/or spa, fencing and the erection of a warning notice and this special condition shall not merge upon completion of this contract.
 - (c) The purchaser may not make any claim or raise any requisition whatsoever in relation to the swimming pool and/or spa or any non-compliance with the Swimming Pools Act 1992, or other relevant legislation.
10. If there is a conflict between the Special Conditions attached to this Agreement and the printed conditions of sale, then the special conditions shall prevail.
11. The deposit referred to herein shall be released, if required, for the vendor’s use for payment of a deposit for the purchase of an alternate property or for the payment of stamp duty. In respect of such property, provided that such deposit is placed in the Trust

Account of a Licensed Real Estate Agent, Licensed Conveyancer or Solicitor, or paid to the Office of State Revenue and shall not be further released without the purchaser's expressed consent. The Purchaser or their representative will provide authority to the agent to release funds within 2 hours of request to release.

12. Should the purchasers take possession pursuant to Clause 18 of this contract, no tenancy whatsoever shall be deemed to be or have been created.
13. The purchaser acknowledges that the Vendor has entered into this contract on the purchaser's warranty that:
 - (a) The purchasers do not require credit in order to pay for the property; or
 - (b) If the purchasers require credit in order to pay for the property, the purchaser has obtained such credit on reasonable terms prior to the date of this contract or the expiry of the cooling off period of this contract.
14. The parties agree that the only form of requisitions on title that the purchaser shall be entitled to raise pursuant to Clause 5 of this contract shall be in the form of Requisitions on Title annexed. It is further agreed, that if Requisitions on Title are not served in accordance with Clause 5 replies will not be made by the Vendor.
15. The Vendor discloses and the Purchaser acknowledges that the sewer diagram attached to the contract is the only diagram available from the Water Authority. The Purchaser shall not be entitled to make any objection requisition or claim for compensation if the diagram is incomplete or does not show connection to the board sewer.
16. Should it be found that any fences are not erected on the true boundary of the property or that there are give and take fences or that any boundary is not fenced, the Purchaser shall not be entitled to make any objection or requisition or claim for compensation in respect thereof.
17. The Purchaser hereby agrees that they will allow an amount of \$110.00 (incl GST) on settlement, if the Transfer is not served on the Vendor's licensed Conveyancer within 14 days prior to the agreed settlement date to cover the cost of the Vendors Licensed Conveyancer preparing their own transfer.
18. The parties agree that should the settlement date fall from 23rd December until the second business Monday after New Years Eve, the parties will amend the settlement date to the next business day. In the event that settlement is required to take place during that time at the purchasers request, the Purchaser will pay the Vendors conveyancers extra costs of \$770.00 (incl GST).
19. The parties agree that in the event the completion date is more than 42 days then the Vendor may bring the settlement forward by giving not less than 28 days notice of a new completion date and the parties agree that this new date shall be the Completion Date.

20. Notwithstanding anything else herein contained the parties agree that completion of this matter is to be via electronic conveyancing PEXA.

Should both the Purchaser's representative and their bank (if any) be a subscriber on PEXA but choose for whatever reason not to transact the completion of the matter via PEXA a fee of \$330.00 will be payable on completion being the estimated additional legal costs of the Vendors conveyancer to complete the matter outside of PEXA. Provided that should either the Purchaser's representative or their bank (if any) not be a subscriber on PEXA the fee of \$330.00 will not be payable.

21. The deposit is to be paid to the vendors conveyancer V J Tait & Associates Trust Account within 1 week of the contract becoming unconditional. To ensure that completion takes place as required whether on PEXA or not the parties agree that the agent is to release the deposit funds (less the agents commission which can be retained in the agents trust account) to the account of V J Tait & Associates Trust Account as deposit holder. Such release of deposit to be made within one week of the contract becoming unconditional. This is an essential term of the contract.
22. The Purchaser warrants that the Purchaser is entitled to purchase the subject property in Australia and if necessary has obtained all required approvals including inter alia, approval from the Foreign Investment Review Board and will provide evidence to the Vendor.

It is an essential term of this Contract that the Purchaser has the right of residence in Australia either by virtue of Australian Citizenship or by grant of Permanent Residence.

Should it be established prior to completion that no such rights exist the Vendor may by notice in writing to the solicitors for the Purchasers terminate this contract for breach of this essential term and may sue the Purchaser for damages for loss of the Contract and any other damages flowing from the breach.

It is hereby expressly agreed that the Purchaser indemnifies the Vendor against any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence of such breach.

This contract is not subject to or conditional upon FIRB approval.

This clause shall not merge on completion.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Franklyn Allen Elliott & Deanne Kay Elliott
Purchaser:
Property: 32 Monterey Terrace, Glenmore Park
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?

- (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
- (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
- (d) are there any outstanding notices or orders?
- 18. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

- 19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 20. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
- 21. Has the vendor any notice or knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 22. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
- (c) Do any service connections for any other property pass through the property?
- 23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

- 24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

- 25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 28. The purchaser reserves the right to make further requisitions prior to completion.
- 29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 8568/1020753

SEARCH DATE	TIME	EDITION NO	DATE
27/3/2019	2:10 PM	7	8/9/2018

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

LAND

LOT 8568 IN DEPOSITED PLAN 1020753
AT GLENMORE PARK
LOCAL GOVERNMENT AREA PENRITH
PARISH OF MULGOA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1020753

FIRST SCHEDULE

FRANKLYN ALLEN ELLIOTT
DEANNE KAY ELLIOTT
AS JOINT TENANTS (T AI634580)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1008395 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT
- 3 DP1020753 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 4 DP1020753 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1025752 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (1) IN THE S.88B INSTRUMENT
- 6 AI634581 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

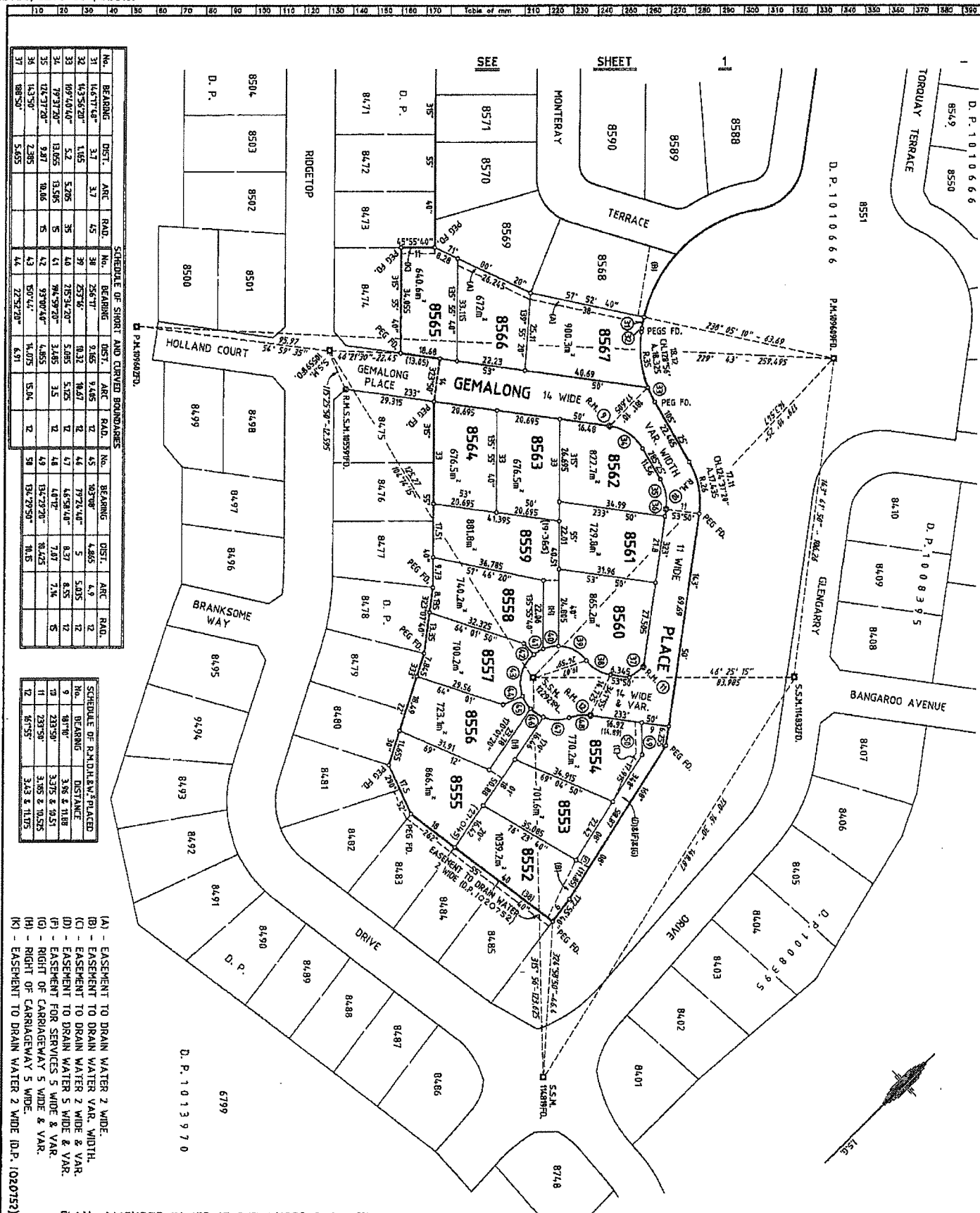
glsvjt

PRINTED ON 27/3/2019

Obtained from NSW LRS on 27 March 2019 01:10 PM AEST

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

© Office of the Registrar-General 2019



PLAN AMENDED IN LHO AT SURVEYORS REQUEST 30-11-2000

DP1020753

Registered:  13-2-2001

This is sheet 2 of my plan in 2 sheets dated 28 AUGUST 2000

Surveyor negotiated under the Surveyors Act 1922

This is subject 2A of the plan of 2A sheets
covered by accreditation certificate No. 152100
of 14/12/2000

Authorized Person/Signatures/Accountant/Carthage

- (A) - EASEMENT TO DRAIN WATER 2 WIDE.
- (B) - EASEMENT TO DRAIN WATER VAR. WIDTH.
- (C) - EASEMENT TO DRAIN WATER 2 WIDE & VAR.
- (D) - EASEMENT TO DRAIN WATER 5 WIDE & VAR.
- (E) - EASEMENT FOR SERVICES 5 WIDE & VAR.
- (F) - RIGHT OF CARRIAGEWAY 5 WIDE & VAR.
- (G) - RIGHT OF CARRIAGEWAY 5 WIDE.
- (H) - EASEMENT TO DRAIN WATER 2 WIDE (D.P.). (C)

Reduction Ratio 1:800

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON
THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 1 of 4 Sheets

DP1020753

Subdivision of Lot 8552 DP 1010666
Covered by Council's Certificate
No. 152100

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Lensworth Glenmore Park Limited
2 Glengarry Drive, Glenmore Park.

PART 1

1. Identity of easement, profit a
prendre, restriction or positive covenant
to be created and firstly referred to in
the abovementioned plan

Easement to drain water 2 wide

Schedule of Lots etc., affected

Lots burdened

8566
8567
8576

8580
8582
8583
8589
8591
8592
8593

Lots, name of road or Authority benefited

8565
8565,8566
8465,8466,8467,8468,8469,8470,8471,
8472,8473,8474 - DP 1020752 *
8579
8579,8580
8579,8580,8582
8590
8590
8590,8591
8590,8591,8592

2. Identity of easement, profit a
prendre, restriction or positive covenant
to be created and secondly referred to in
the abovementioned plan

Easement to drain water variable width

Schedule of Lots etc., affected

Lots burdened

8552
8568

Lots, name of road or Authority benefited

8481,8482,8483,8484,8485 - DP 1020752 *
8565,8566,8567

REQUEST.
LPS
AT
LPI
Z
MADE
*ADDITIONS



**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON
THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 2 of 4 Sheets

F

DP1020753

Subdivision of Lot 8552 DP 1010666
Covered by Council's Certificate
No. 152100

3. Identity of easement, profit a
prendre, restriction or positive covenant
to be created and thirdly referred to in
the abovementioned plan

Easement to drain water 5 wide and
variable

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

8552

8481,8482,8483,8484,8485 - DP1020752 *

4. Identity of easement, profit a
prendre, restriction or positive covenant
to be created and fourthly referred to in
the abovementioned plan

Easement to drain water 2 wide and
variable

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

8554

8481,8482,8483,8484,8485 - DP 1020752*
& 8552,8553

5. Identity of easement, profit a
prendre, restriction or positive covenant
to be created and fifthly referred to in
the abovementioned plan

Easement for underground cables
1 wide and variable

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

8577

Integral Energy Australia

6. Identity of easement, profit a
prendre, restriction or positive covenant
to be created and sixthly referred to in
the abovementioned plan

Easement for Services 5 wide and
variable

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

8552

8553,8554

ADDITIONS MADE IN
LPI AT
* LPS REQUEST.



**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON
THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 4 of 4 Sheets

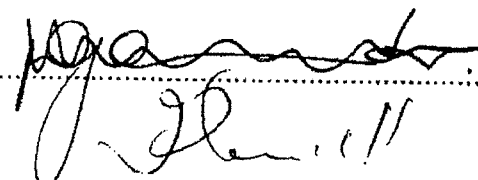
DP1020753

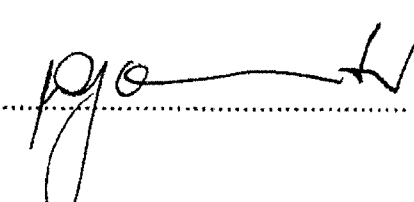
Subdivision of Lot 8552 DP 1010666
Covered by Council's Certificate
No. 152100

NAME OF PERSONS AND AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY
EASEMENTS SIXTHLY, SEVENTHLY AND EIGHTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN:


The registered proprietors for the time being of the benefited lots & Penrith City Council.

SIGNED for and on behalf of
LENSWORTH GLENMORE PARK LIMITED by
its Attorney David Mark Johnston pursuant
to Power of Attorney dated 20.1.98 registered
Book 4189 No.754 pursuant to which this
document has been executed in the presence of:


IAN THORNE
(Witness)






The General Manager, City of Penrith

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON
THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 3 of 4 Sheets

DP1020753

Subdivision of Lot 8552 DP 1010666
Covered by Council's Certificate
No. 152100

7. Identity of easement, profit a
prendre, restriction or positive covenant
to be created and seventhly referred to in
the abovementioned plan

Right of Carriageway 5 wide & variable

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

8552

8553,8554

8. Identity of easement, profit a
prendre, restriction or positive covenant
to be created and eighthly referred to in
the abovementioned plan

Right of Carriageway 5 wide

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

8555
8559

8556
8558

PART 2

**TERMS OF EASEMENT FOR UNDERGROUND CABLES FIFTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN;**


An Easement for Underground Cables having terms as detailed in Memorandum
No. 3021851 registered with the Land Titles Office.

**NAME OF PERSONS AND AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY
THE EASEMENTS TO DRAIN WATER FIRSTLY, SECONDLY, THIRDLY & FOURTHLY
REFERRED TO IN THE ABOVEMENTIONED PLAN;**

The registered proprietors for the time being of the benefited lots & Penrith City Council.

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENT
FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:**

Integral Energy Australia



PLAN FORM 2

SIGNATURE AND SEAL ONLY.

SIGNED FOR AND ON BEHALF OF
GLENNORE PARK ESTATE LIMITED BY ITS
ATTORNEY PARK MARK JOHNSTON
Pursuant to Power of Attorney
Dated 20.10.2006 Registered Book 499
No. 24 Pursuant to which this
LOCAL INSTRUMENT HAS BEEN EXECUTED IN THE
PRESENCE OF:-

[Signature]
DAVID JOHNSTON
Witness
14.10.06

SIGNED FOR STONEY WATER
CORPORATION BY ITS ATTORNEYS
BY ITS ATTORNEYS

WHO HEREBY STATE AT THE TIME OF
EXECUTING THIS INSTRUMENT TO HAVE
NOTICE OF THE REVOCATION OF THE
POWER OF ATTORNEY REGISTERED
No. 24 BOOK 499 UNDER THE AUTHORITY
OF WHICH THIS INSTRUMENT HAS BEEN
EXECUTED.

MARK	U.S.G. CO-ORDINATES	ZONE	ACC.
P.4.5368	271235.453	12S	56.71
P.4.5369	271235.453	12S	56.71
P.4.5370	271235.453	12S	56.71
P.4.5371	271235.453	12S	56.71
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P.4.5393	271235.453	12S	56.71
P.4.5394	271235.453	12S	56.71
P.4.5395	271235.453	12S	56.71
P.4.5396	271235.453	12S	56.71
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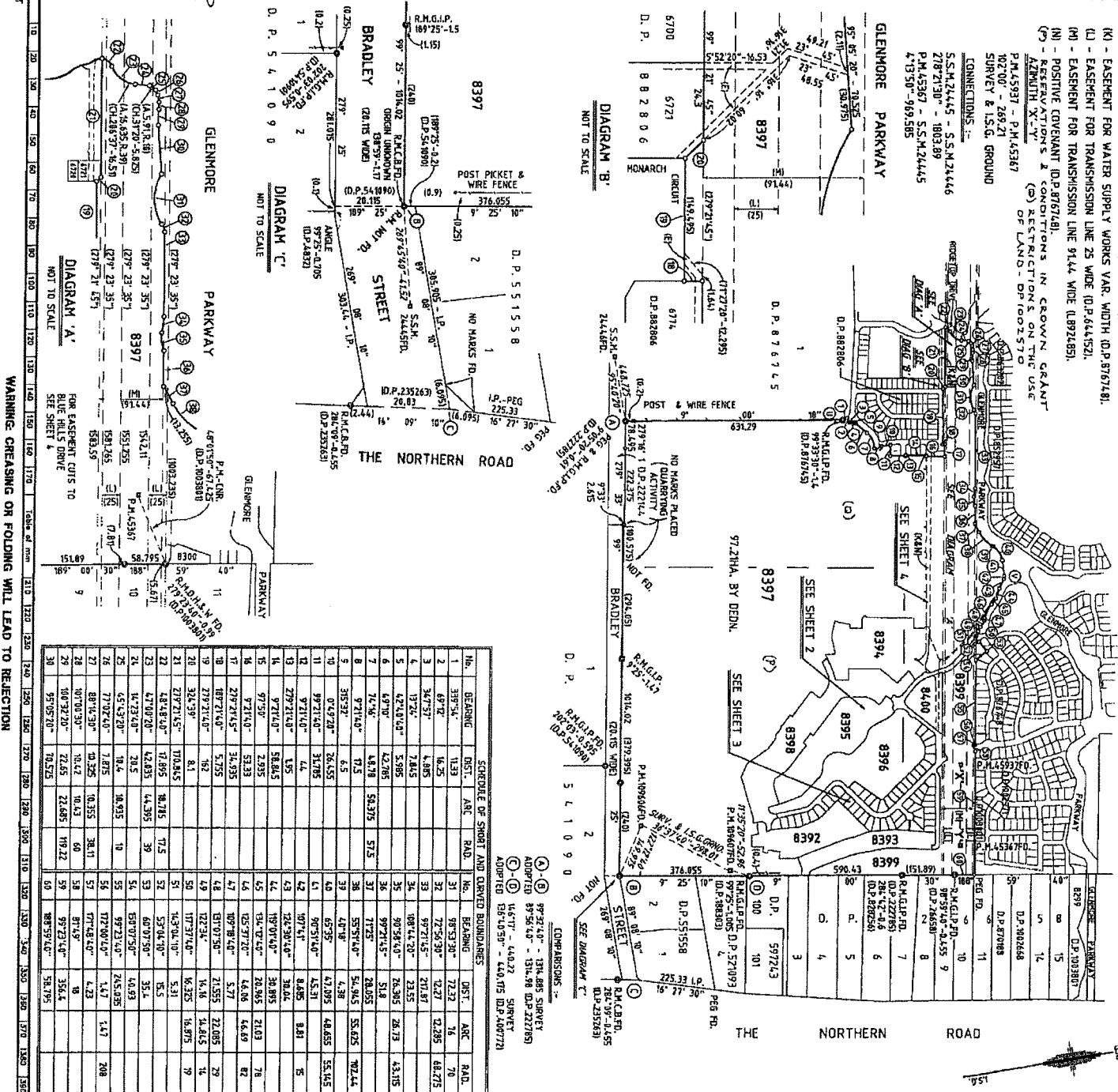
PLAN APPROVED
Authorised Officer
Land District
Project No.
Final Date

Subdivision Certificate
I certify that the provisions of 4.1094 of the Environmental Planning
and Assessment Act 1979 have been satisfied in relation to the
proposed SUBDIVISION of the Local Government of Stoney
Water.

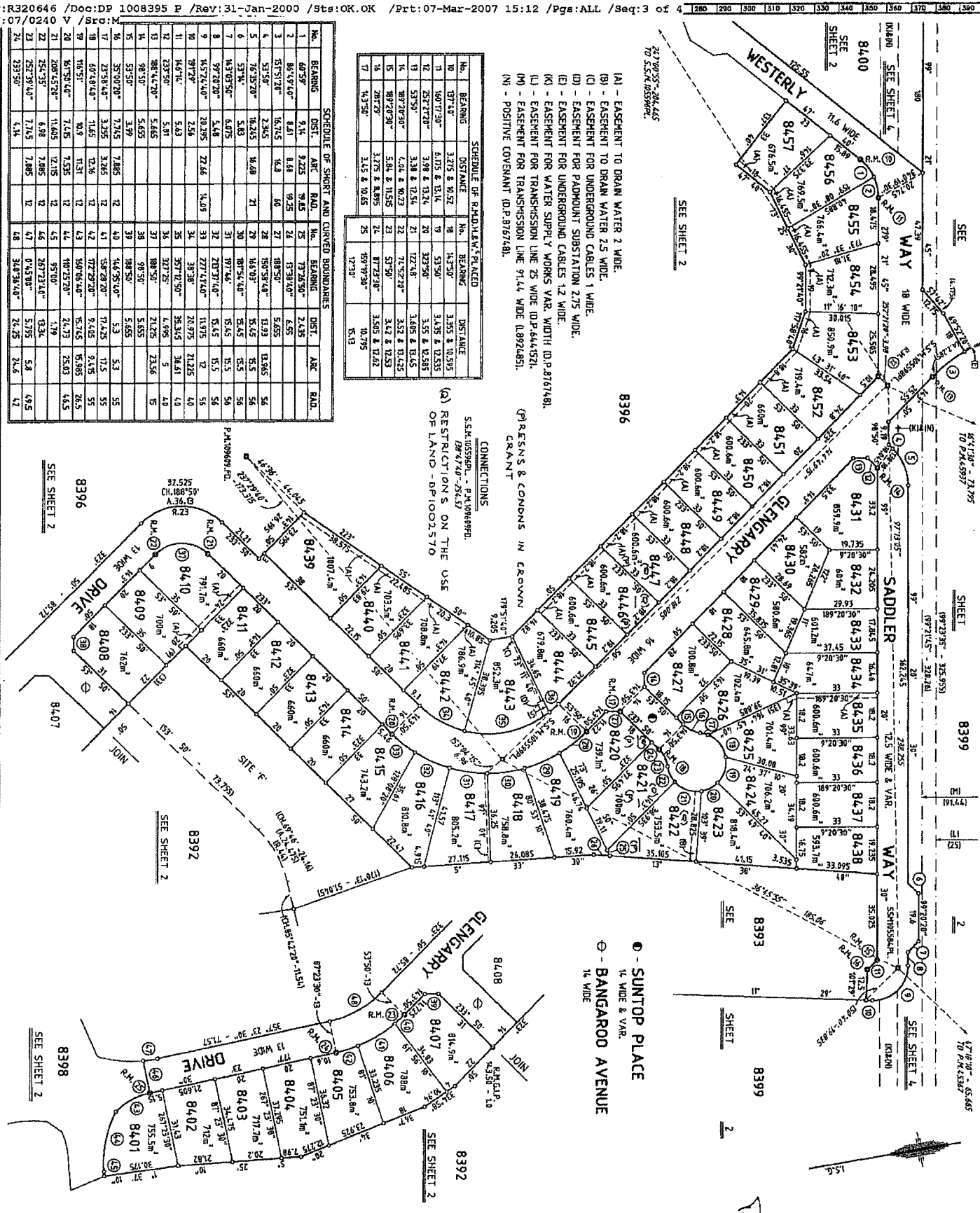
Authorised Officer
Project No.
Project Name
Project Location
Project Description
Project Status
Project Date

Req: R320646 / Doc: DP 1008395
Rev: 31-Jan-2000 / Sts: OK, OK / Prt: 07-Mar-2007 15:12 / Pgs: ALL / Seq: 1 of 4
Rev: 07/0240
CHECKLIST
ITEMS REFERENCED: 1327, B/D 10-10

Plan Drawing only to appear in this space



<p>FOR CONTINUATION - SEE SHEET 2</p>	<p>PLAN OF SUBDIVISION OF LOT 8200 - DP 1002570 & LOT 6 - DP 222785</p>	<p>Rel. Map: U 6452-3 Lot Plan: DP 1002570</p>	<p>Proposed: SUBDIVISION</p>	<p>The System: TORRENS</p>	<p>C.A: SEE CERTIFICATE</p>	<p>Registered: 1/27.1-2.000</p>	<p>DP1008395</p>
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SCHEDULE OF R.M.D.M.K. BEARING

No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
10	07°40'	3.715	18	04°50'	3.355 & 10.355
11	06°17'30"	6.075 & 13.14	19	33°50'	3.455 & 12.535
12	25°27'20"	3.98 & 13.14	20	32°50'	3.55 & 12.585
13	53°50'	3.38 & 12.54	21	12°48'	3.685 & 13.45
14	08°20'30"	4.04 & 10.73	22	71°52'20"	3.52 & 10.425
15	08°20'30"	5.84 & 11.55	23	53°50'	3.42 & 12.53
16	28°12'	3.275 & 8.895	24	07°23'30"	3.565 & 12.62
17	04°35'	3.45 & 10.65	25	50°19'30"	10.35

SCHEDULE OF RESTRICTIONS ON THE USE OF LAND - DP1002570

No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
1	65°59'	9.14	25	73°25'30"	2.435
2	86°49'40"	8.41	26	73°25'30"	6.55
3	35°15'20"	16.745	27	108°50'	5.655
4	53°50'	2.345	28	100°38'40"	11.39
5	16°35'20"	16.245	29	164°02'	16.45
6	53°50'	5.83	30	107°54'40"	25.45
7	04°30'50"	6.075	31	07°14'	15.45
8	04°30'50"	5.48	32	278°37'40"	11.915
9	04°30'50"	20.795	33	277°41'40"	11.915
10	07°23'30"	2.58	34	38°30'	20.075
11	14°41'	5.43	35	357°12'50"	21.235
12	23°50'	5.81	36	327°25'	4.995
13	23°50'	5.655	37	108°50'	21.25
14	08°44'20"	5.455	38	08°50'	5.655
15	53°50'	3.49	39	108°50'	5.655
16	53°50'20"	7.745	40	144°35'40"	5.3
17	23°58'40"	3.285	41	144°35'40"	5.3
18	60°48'40"	11.65	42	172°20'20"	17.425
19	16°51'	10.9	43	172°20'20"	9.465
20	86°58'40"	7.45	44	140°25'20"	25.73
21	208°45'20"	11.465	45	140°25'20"	25.73
22	254°35'	6.88	46	267°23'40"	13.34
23	257°37'40"	7.745	47	07°43'05"	5.795
24	33°50'	4.14	48	340°38'40"	24.6

DP1008395

Registered: 27.1.2000

This is sheet 3 of my plan & is issued dated 30 OCTOBER 1999

Survey registered under the Surveyors Act 1959

This is sheet 3 of the plan of 4 sheets 1999 created by subdivision certificate No 1953199 of 11/10/99

Authorised Person/Professional Practitioner/Registered Professional Engineer/Registered Professional Surveyor

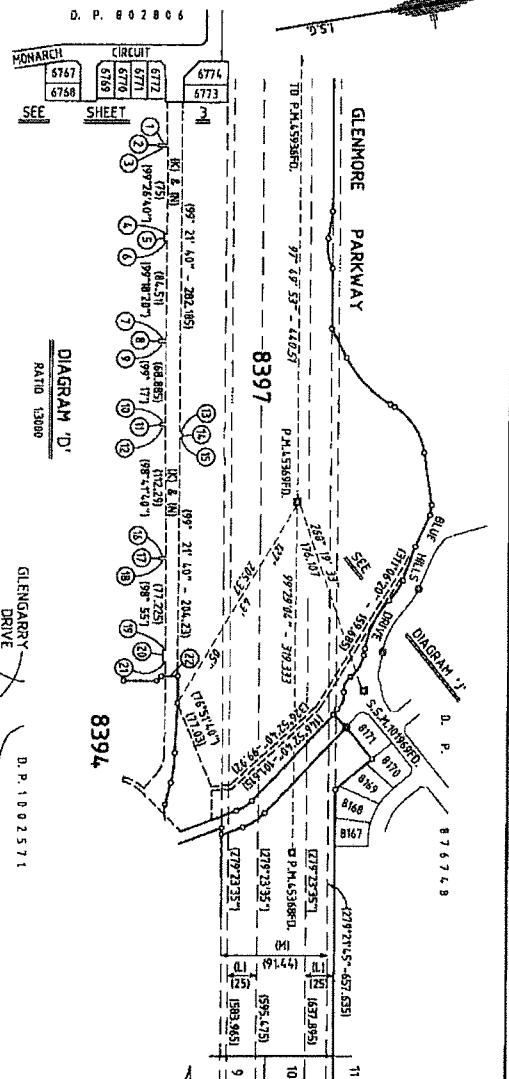
For use where space is limited it may refer to Plan Form 2

Reduction Ratio 1:1000

Surveyors' Association 132/BD-18-10

SCHEDULE OF SHORT AND CURVED ROADWAYS									
No.	BEARING	DIST.	ARC	RAD.	No.	BEARING	DIST.	ARC	RAD.
1	189°29'	8.035			32	330°31'	21.505		
2	99°29'	2.5			33	299°17'20"	11.54		
3	9°29'	8.035			34	106°35'43"	25.38		108.5
4	189°26'44"	0.5			35	86°30'	14.595		14.82
5	99°26'44"	6			36	78°10'20"	5.61		24.5
6	8°26'44"	0.5			37	34°10'20"	9.92		11.03
7	189°26'	6.415			38	140°54'20"	11.6		
8	99°26'	2.5			39	140°54'20"	11.755		
9	9°26'	8.035			40	54°21'44"	9.605		
10	189°17'	2.5			41	54°21'44"	3.005		
11	99°17'	2.5			42	17°14'40"	21.275		204
12	9°17'	8.29			43	17°14'40"	18.895		
13	54°21'44"	3.45			44	17°14'40"	23.575		23.575
14	99°21'44"	3.5			45	17°14'40"	18.47		18.47
15	189°21'44"	2.45			46	17°14'40"	16.45		16.45
16	189°21'44"	5.58			47	17°14'40"	16.45		16.45
17	89°21'44"	2.5			48	17°14'40"	16.47		16.47
18	8°21'44"	5.58			49	17°14'40"	16.47		16.47
19	189°21'44"	0.5			50	17°14'40"	16.47		16.47
20	99°21'44"	0.5			51	17°14'40"	16.47		16.47
21	9°21'44"	0.5			52	17°14'40"	16.47		16.47
22	9°21'44"	11.095			53	17°14'40"	16.47		16.47
23	5°06'	16.3			54	17°14'40"	16.47		16.47
24	185°06'	17.13			55	17°14'40"	16.47		16.47
25	99°51'44"	24.505			56	17°14'40"	16.47		16.47
26	144°32'44"	1.775			57	17°14'40"	16.47		16.47
27	234°21'44"	20.34			58	17°14'40"	16.47		16.47
28	234°21'44"	20.04			59	17°14'40"	16.47		16.47
29	238°05'	18.75			60	17°14'40"	16.47		16.47
30	238°30'44"	3.5			61	17°14'40"	16.47		16.47
31	32°44'	12.445			62	143°04'40"	5.31		19

- (E) - EASEMENT FOR UNDERGROUND CABLES 12" WIDE.
- (K) - EASEMENT FOR WATER SUPPLY WORKS VAR. WIDTH (D.P. 876748).
- (L) - EASEMENT FOR TRANSMISSION LINE 25' WIDE (D.P. 644521).
- (M) - EASEMENT FOR TRANSMISSION LINE 91.44' WIDE (L892455).
- (N) - POSITIVE COVENANT (D.P. 876748).
- (P) - EASEMENT FOR WATER SUPPLY WORKS 3.5' WIDE (D.P. 876748).



**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON
THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 1 of 5 Sheets

DP1008395

Subdivision of Lot 8200 DP 1002570
and Lot 6 DP 222785
Covered by Council's Certificate
No. 145/99

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Glenmore Park Estate Limited
2 Glengarry Drive, Glenmore Park.

PART 1

1. Identity of easement, profit a
prendre, restriction or positive covenant
to be created and firstly referred to in
the abovementioned plan

Easement to drain water 2 wide

Schedule of Lots etc., affected

Lots burdened	Lots, name of road or Authority benefited
8409	Site "F" - 8392
8410	Site "F" - 8392
8425	8426
8435	8426,8425
8442	8443
8441	8443,8442
8440	8443,8442,8441
8439	8443,8442,8441,8440
8445	8444
8446	8444,8445
8447	8444,8445,8446
8448	8444,8445,8446,8447
8449	8444,8445,8446,8447,8448
8450	8444,8445,8446,8447,8448,8449
8451	8444,8445,8446,8447,8448,8449,8450
8452	8444,8445,8446,8447,8448,8449,8450,8451
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8455	8444,8445,8446,8447,8448,8449,8450,8451,8452,8453, 8454
8456	8444,8445,8446,8447,8448,8449,8450,8451,8452,8453, 8454,8455
8457	8444,8445,8446,8447,8448,8449,8450,8451,8452,8453 8454,8455,8456

AP

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON
THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 2 of 5 Sheets

DP1008395

Subdivision of Lot 8200 DP 1002570
and Lot 6 DP 222785
Covered by Council's Certificate
No. 145199

2. Identity of easement, profit a
prendre, restriction or positive covenant
to be created and secondly referred to in
the abovementioned plan

Easement to drain water 2.5 wide

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

8422

Site "E" - 8393 and Penrith City Council

3. Identity of easement, profit a
prendre, restriction or positive covenant
to be created and thirdly referred to in
the abovementioned plan

Easement for underground cables
1 wide

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

8417, 8443

Integral Energy Australia

4. Identity of easement, profit a
prendre, restriction or positive covenant
to be created and fourthly referred to in
the abovementioned plan

Easement for padmount substation
2.75 wide

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

8443

Integral Energy Australia

5. Identity of easement, profit a
prendre, restriction or positive covenant
to be created and fifthly referred to in
the abovementioned plan

Easement for underground cables
1.2 wide

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

8399

Integral Energy Australia

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Sheet 3 of 5 Sheets

DP1008395

Subdivision of Lot 8200 DP 1002570
and Lot 6 DP 222785
Covered by Council's Certificate
No. 145/99

6. Identity of easement, profit a
prendre, restriction or positive covenant
to be created and sixthly referred to in
the abovementioned plan

Restriction on the Use of Land

Schedule of Lots etc., affected

Lots burdened	Lots, name of road or Authority benefited
8392,8393,8394,8395,8396,8397,8398,8399	Penrith City Council

PART 1A

1. Identity of easement, profit a
prendre, restriction or positive covenant
to be released and firstly referred to in
the abovementioned plan

Easement for water supply works
variable width created by DP 876748
(Sites "B" & "C" DP ~~8~~)

Lots burdened	Lots, name of road or Authority benefited
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8200/1002570	Sydney Water Corporation Limited ACN 063 279 649
--------------	--

2. Identity of easement, profit a
prendre, restriction or positive covenant
to be released and secondly referred to in
the abovementioned plan

~~Positive Covenant created by DP 876748
(Sites "B" & "C" DP~~

Lots burdened	Lots, name of road or Authority benefited
---------------	---

8200/1002570	Sydney Water Corporation Limited ACN 063 279 649
--------------	--

PART 2

TERMS OF EASEMENT FOR UNDERGROUND CABLES THIRDLY AND FIFTHLY
REFERRED TO IN THE ABOVEMENTIONED PLAN;

An Easement for Underground Cables having terms as detailed in Memorandum
No. 3021851 registered with the Land Titles Office.

DP 1008395

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON
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Sheet 4 of 5 Sheets

DP1008395

Subdivision of Lot 8200 DP 1002570
and Lot 6 DP 222785
Covered by Council's Certificate
No. 145199

TERMS OF EASEMENT FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

An Easement for Padmount Substation having terms as detailed in Memorandum No. 3021852 registered with the Land Titles Office.

TERMS OF RESTRICTION ON THE USE OF LAND SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

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

NAME OF PERSONS AND AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENT TO DRAIN WATER FIRSTLY AND SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

The registered proprietors for the time being of the benefited lots & Penrith City Council.


NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS THIRDLY, FOURTHLY AND FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

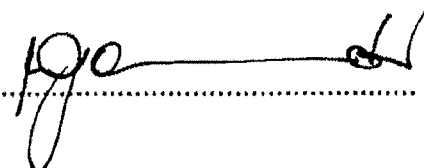
Integral Energy Australia

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY RESTRICTIONS ON THE USE OF LAND SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Penrith City Council

SIGNED for and on behalf of
GLENMORE PARK ESTATE LIMITED by
its Attorney David Mark Johnston pursuant
to Power of Attorney dated 20.1.98 registered
Book 4189 No.754 pursuant to which this
document has been executed in the presence of:


.....
19/1/00


.....

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON
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Sheet 5 of 5 Sheets

DP1008395

Subdivision of Lot 8200 DP 1002570
and Lot 6 DP 222785
Covered by Council's Certificate
No. 145/99

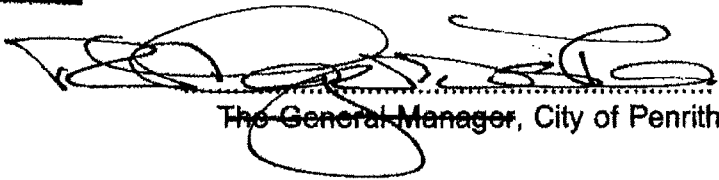
SIGNED for SYDNEY WATER CORPORATION
~~LIMITED ACN 063 270 649~~ by its Attorneys

STEPHEN RAYMOND COX

JEFFREY FRANCIS COLENZO

who hereby state at the time of
executing this instrument have no
notice of the revocation of the
Power of Attorney registered
No.548 Book 4246 under the Authority
of which this instrument has been
executed.




The General Manager, City of Penrith

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON
THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED
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Sheet 1 of 3 Sheets

DP1025752

Plan of Restriction on the Use of
Land over Lots 8552-8559 incl., 8562,
8564-8583 incl., 8585-8592 incl.
D.P. 1020753

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Lensworth Glenmore Park Limited
2 Glengarry Drive, Glenmore Park.

PART 1

1. Identity of easement, profit a
prendre, restriction or positive covenant
to be created and firstly referred to in
the abovementioned plan

Restriction on the Use of Land

Schedule of Lots etc., affected

Lots burdened

Each Lot of lots 8552-8559 incl.,
8562, 8564 - 8583 incl., 8585-8592 incl.
DP 1020753

Lots, name of road or Authority benefited

Every other Lot of lots 8552-8559 incl.
8562, 8564-8583 incl., 8585-8592 incl.
DP 1020753

PART 2

TERMS OF RESTRICTION ON THE USE OF LAND FIRSTLY REFERRED TO IN THE
ABOVEMENTIONED PLAN;

- a) No building or buildings shall be erected or permitted to remain on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibrous cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete and/or glass shall not be less than 90% of the total area of the external walls except in the case of a two (2) storey building where the proportion shall not be less than 85% of the total area of the external walls. Timber and/or fibrous cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 10% of the total area of the external walls except in the case of a two storey building where the proportion shall not exceed 15% of the total area of the external walls.
- b) No garage or outbuilding shall be erected or permitted to remain on each lot burdened except until after or concurrently with the erection of any main building thereon.
- c) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Lensworth Glenmore Park Limited without the consent of Lensworth Glenmore Park Limited or its nominees other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Lensworth Glenmore Park Limited or its nominees PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser its executors and administrators and assigns only during the ownership of the said adjoining lands by Lensworth Glenmore Park Limited or its nominees other than purchasers on sale.

JS Res

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON
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DP1025752

Plan of Restriction on the Use of
Land over Lots 8552-8559 incl., 8562,
8564-8583 incl., 8585-8592 incl.
D.P. 1020753

- d) No fence other than a fence constructed of powder coated metal (of a mist green or rivergum colour) to a minimum height of 1.8 metres or as approved by Lensworth Glenmore Park Limited or its nominees shall be permitted to be erected on each lot burdened.
- e) No main building shall be erected or permitted to remain on any lot burdened having an area less than or equal to six hundred and fifty square metres (650m²) unless such main building has a floor area greater than one hundred and sixty square metres (160m²) measured to the external walls excluding any carport, garage, patio or verandah.
- f) No main building shall be erected or permitted to remain on any lot burdened having an area greater than six hundred and fifty square metres (650m²) unless such main building has a floor area greater than two hundred square metres (200m²) measured to the external walls excluding any carport, garage, patio or verandah.
- g) No building shall be erected on any lot burdened or any part thereof unless plans, elevations and a schedule of external materials and colours sufficient to fully outline, detail and particularise the building, or structure have received the prior written approval of Lensworth Glenmore Park Limited or its nominees.
- h) No eave and/or gutter attached to the front, side and rear elevation of a dwelling erected on any burdened allotment shall be constructed or permitted to remain on such dwelling unless the eave and/or gutter extends to a width of 300mm or greater.

The eave and/or gutter will be permitted to be less than 300mm if the adjacent external wall of the dwelling is cement rendered, bagged or granosited.

- i) No garage door other than a panel lift garage door or alternatively a garage door approved by Lensworth Glenmore Park Limited or its nominees shall be permitted to be incorporated into the construction of any proposed dwelling on any lot burdened.
- j) No driveway shall be permitted to be constructed on any lot burdened unless such driveway is finished in patterned or coloured concrete or a combination of both.
- k) No dual occupancies shall be erected on any lot burdened without prior consent of Lensworth Glenmore Park Limited or its nominees.

J.F. Ros

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON
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Sheet 3 of 3 Sheets

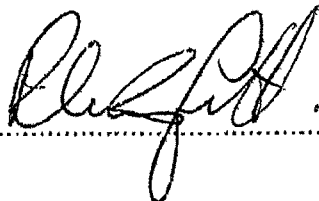
DP1025752

Plan of Restriction on the Use of
Land over Lots 8552-8559 incl., 8562,
8564-8583 incl., 8585-8592 incl.
D.P. 1020753

- l) No satellite dish or other electronic signal receiving device other than a free to air TV antenna shall be erected on any lot hereby burdened unless and until plans and specifications for such satellite dish or electronic signal receiving device has been submitted to Lensworth Glenmore Park Limited or its nominees and such party has given its written consent to the construction of such satellite dish or electronic signal receiving device.
- m) The terms of all of the restrictions hereby created shall expire and be of no further force and effect from the date expiring four years after the date of registration of the deposited plan pursuant to which these restrictions are created.
- n) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- o) The body empowered to release vary or modify these restrictions is Lensworth Glenmore Park Limited or its nominees for such period as it is the Registered Proprietor of any affected lot or for the period of four (4) years from the date of registration of the deposited plan pursuant to which these restrictions are created whichever is the latter.

SIGNED for and on behalf of
Lensworth Glenmore Park Limited by
its Attorney John Joseph Fallon pursuant
to Power of Attorney dated 14.9.00 registered
Book 4286 No.389 pursuant to which this
document has been executed in the presence of:


.....


.....



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

Property No: 777109
Your Reference: 2000n-26844
Contact No:

Issue Date: 29 March 2019
Certificate No: 19/01307

Issued to: Electronic Search Services + Global X
GPO Box 1585
SYDNEY NSW 2001

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND

Parish: MULGOA

Location: 32 Monteray Terrace GLENMORE PARK NSW 2745

Land Description: Lot 8568 DP 1020753

- PART 1 PRESCRIBED MATTERS -

In accordance with the provisions of Section 10.7(2) of the Act the following information is furnished in respect of the abovementioned land:

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

1(1) The name 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.33 - Hazardous and Offensive Development.

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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.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) 2013.

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.

State Environmental Planning Policy (Primary Production and Rural Development) 2019.

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 (Western Sydney Corridors) may apply to the land. Further information is available here: <https://www.transport.nsw.gov.au/corridors>.

On 22 June 2018, the NSW Government announced changes to the recommended alignments for the Western Sydney corridors, including continuing with the previously gazetted 1951 corridor for the Bells Line of Road Castlereagh Connection.

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.

Draft Standard Instrument (Local Environmental Plans) Order 2006 applies to the land.

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

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

Penrith Development Control Plan 2014 applies to the land.

2 ZONING AND LAND USE UNDER RELEVANT LEPs

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

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

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

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

1. Objectives of zone

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

2 Permitted without consent

Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3

Additional information relating to Penrith Local Environmental Plan 2010

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

PLANNING CERTIFICATE UNDER SECTION 10.7
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Note 2: Under the terms of Clause 2.6 of Penrith Local Environmental Plan 2010 land may be subdivided but only with development consent, except for the exclusions detailed in the clause.

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

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

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

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

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

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

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

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

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

2(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
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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.

LOW RISE MEDIUM DENSITY HOUSING CODE

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

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

Please note that Council has been deferred from the application of Part 3B of the Low Rise Medium Density Housing Code until 1 July 2019. That Part will not apply to Penrith Local Government Area during this time.

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GREENFIELD HOUSING CODE

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

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

HOUSING ALTERATIONS CODE

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

GENERAL DEVELOPMENT CODE

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

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

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

SUBDIVISIONS CODE

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

DEMOLITION CODE

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

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

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

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.)

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

4 COASTAL PROTECTION

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

5 MINE SUBSIDENCE

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

6 ROAD WIDENING AND ROAD REALIGNMENT

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

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

7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(a) Council Policies

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

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

(b) Other Public Authority Policies

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

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

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(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

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

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 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*)

10A NATIVE VEGETATION CLEARING SET ASIDES

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

11 BUSH FIRE PRONE LAND

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

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

12 *PROPERTY VEGETATION PLANS*

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

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

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

14 *DIRECTIONS UNDER PART 3A*

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

15 *SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING*

(Information is provided in this section only if:

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

16 *SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE*

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

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

(Information is provided in this section only if:

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

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

19 SITE VERIFICATION CERTIFICATES

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

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

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

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

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

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

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

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

20 LOOSE FILL ASBESTOS INSULATION

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

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 relevant government departments.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

10.7(5) Certificate

**This Certificate is directed to the following
relevant matters affecting the land**

When information pursuant to section 10.7(5) is requested the Council is under no obligation to furnish any of the information supplied herein pursuant to that section. Council draws your attention to section 10.7(6) which states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this certificate.

Note:

- Council's 10.7(5) information does not include development consent or easement information. Details of development consents may be obtained by making enquiries with Council's Development Services Department pursuant to section 12 of the Local Government Act 1993 or (for development applications lodged after January 2007) by viewing the Online Services area at www.penrithcity.nsw.gov.au. Details of any easements may be obtained from a Title Search at Land and Property Information New South Wales.
- This certificate does not contain information relating to Complying Development Certificates.
- This certificate may not provide full details of development rights over the land.

*** Threatened Species Conservation Act 1995**

When considering any development application Council must have regard to the Threatened Species Conservation Act 1995. Please note that this legislation may have application to any land throughout the city. Interested persons should make their own enquiries in regard to the impact that this legislation could have on this land.

*** Preservation of Trees and Vegetation**

See Chapter C2 of Penrith Development Control Plan 2014 for specific controls relating to the preservation of trees and vegetation.

*** Development Control Plan General Information**

Penrith Development Control Plan 2014 which applies to the land, sets out requirements for a range of issues that apply across the Penrith Local Government Area, including:

- Site Planning and Design Principles
- Vegetation Management
- Water Management
- Land Management
- Waste Management
- Landscape Design
- Culture and Heritage
- Public Domain
- Advertising and Signage
- Transport, Access and Parking
- Subdivision
- Noise and Vibration, and
- Infrastructure and Services.

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

The Development Control Plan also specifies requirements relating to various types of land uses including:

- Rural Land Uses
- Residential Development
- Commercial and Retail Development, and
- Industrial Development

as well as for a number of specific activities, including child care centres; health consulting rooms; educational establishments; parent friendly amenities; places of public worship; vehicle repair stations; cemeteries, crematoria and funeral homes; extractive industries; and telecommunication facilities.

The Development Control Plan also details requirements relating to key precincts within the Penrith Local Government Area, including:

- Caddens
- Claremont Meadows Stage 2
- Cranebrook
- Emu Heights
- Emu Plains
- Erskine Business Park
- Glenmore Park
- Kingswood
- Mulgoa Valley
- Orchard Hills
- Penrith
- Penrith Health and Education Precinct
- Riverlink Precinct
- St Clair,
- St Marys / St Marys North, and
- Sydney Science Park.

Penrith Development Control Plan 2014 may be accessed at
<https://www.penrithcity.nsw.gov.au/Building-and-Development/Planning-and-Zoning/Planning-Controls/Development-Control-Plans/>

Warwick Winn
General Manager

PER



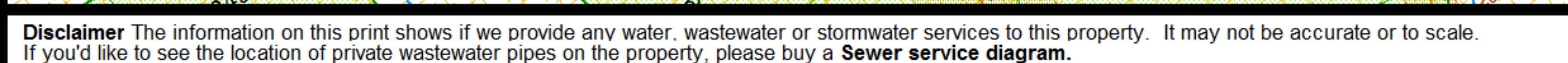
PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

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.



SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF **PENRITH**

SUBURB OF **GLENMORE PARK**

Copy of
Diagram no. **3078935**

SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS	
	Manhole
	Chamber
	Lampole
	Boundary Trap
	Inspection Shaft
	Pit
	Grease Interceptor
	Gully
	P Trap
	Reflex Valve
	Cleaning Eye
	Vertical Pipe
	Induct Pipe
	Mico Flop
	Junction
	Redding Point



INDICATES - PLUMBING FIXTURES & OR FITTINGS	
CO	Clean out
V	Vent Pipe
T	Tubs
K	Kitchen Sink
W	Water Closet
B	Bath Waste
H	Handbasin
SVP	Soil Vent Pipe
8ld	Bidet
S	Shower
DW	Dishwasher
F	Food Waste
M	Washing Machine
BS	Bar Sink
LS	Lab Sink
INDICATES - PLUMBING ON MORE THAN ONE LEVEL	
WS	Waste Stack

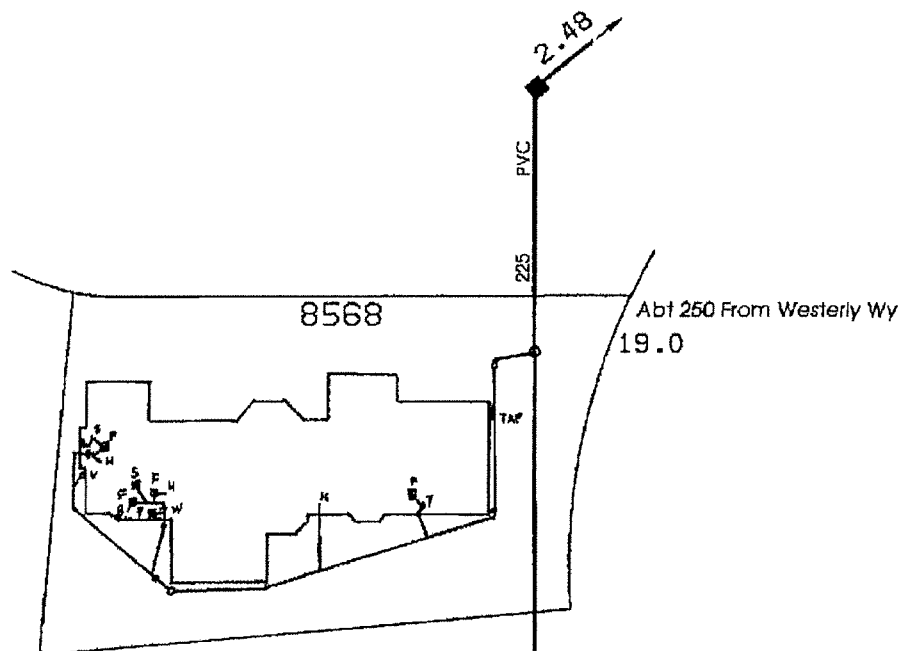
SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 of Board's Act) Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of building may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 8, Clause 3).

MONTERAY

TCE



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

W/s U/s Sewer Ref. Sheet No. 	DRAINAGE Inspected by		Date of Issue		PLUMBING Inspected	
	Inspector				Inspector	
	Cert. Of Compliance No.		Outfall		Cert. Of Compliance No.	
	Field Diagram Examined by		Owner			
	Tracing Checked by		Plumber			
			Boundary Trap		NOT REQUIRED For Regional Manager	

Connection Date:

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.