

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>MURRAY KENNEDY REAL ESTATE</b> 4 Somerset Avenue, Narellan NSW 2567 Email: hello@murraykennedy.com.au	phone: 02 4648 0600 ref: Murray Kennedy
co-agent	Not applicable	
vendor	<b>SARAH EL HALLAK AND LAYLA EL HALLAK</b>	
vendor's solicitor	<b>HUYNH LAWYERS</b> Suite 18, 6 Middlemiss Street, Lavender Bay NSW 2060 PO Box 540 Milson Points NSW 1561	phone: 1300 193 996 ref: 250342
date for completion land (address, plan details and title reference)	42nd day after the contract date (clause 15) <b>17 Braemar Avenue Street, Andrews NSW 2566</b> Registered Plan: Lot 3282 in Deposited Plan 259563 <b>Folio Identifier 3282/259563</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or 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 type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$			
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

**SIGNING PAGE**

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

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

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

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

Margin scheme will be used in making the taxable supply

☒ NO☐ yes

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

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

(GST residential withholding payment)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

## List of Documents

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

Tel:

Email:

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
  - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
  - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
  - 4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
    - bear equally any disbursements or fees; and
    - otherwise bear that *party's* own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
  - 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
  - 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
  - 4.7.2 create and *populate* an *electronic transfer*;
  - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
  - 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
  - 4.11.2 all certifications required by the *ECNL* are properly given; and
  - 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by, the *party* entitled to them.

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving it* with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
  - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
  - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
  - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
  - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
  - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
  - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

### 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
  - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
    - if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
    - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
  - 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
  - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
  - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
  - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
  - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
  - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
  - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
    - normal expenses;
    - due to fair wear and tear;
    - disclosed in this contract; or
    - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

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

**24 Tenancies**

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

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

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

**26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.  
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.  
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.  
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
  - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
  - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
    - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
    - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
    - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
    - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
  - **Place for completion**
    - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
      - 30.6.1 if a special completion address is stated in this contract - that address; or
      - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
      - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
    - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
    - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
  - **Payments on completion**
    - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
    - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
      - 30.10.1 the amount is to be treated as if it were paid; and
      - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
    - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
    - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
      - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
      - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
    - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
      - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
      - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.
- ### 31 Foreign Resident Capital Gains Withholding
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
  - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

17 Braemar Avenue Street, Andrews NSW 2566

## Special Conditions to the Contract for Sale

### 33. General Provisions

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33.1 The parties agree:

- (a) if there is an inconsistency between these Special Conditions and clauses 1 to 32 of this contract, these Special Conditions prevail to the extent of the inconsistency;
- (b) each of the terms of this contract is separate, severable and independent;
- (c) that a provision of this contract which has not been complied with and has not been waived does not merge on completion;
- (d) to do all things and execute all further documents necessary to give full effect to this contract;
- (e) that any notice or other communication made under this contract must be in reasonably legible writing and in English;
- (f) that this contract may be executed in any number of counterparts and all counterparts are taken together to constitute the contract;
- (g) if required by the vendor, this contract will be executed and exchanged by electronic means or using an electronic platform which is subscribed to by the vendor.
- (h) that this contract is the entire contract between the parties in respect of its subject matter; and
- (i) that this contract is governed by the laws of the State of New South Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.

### 34. Changes to Standard Contract

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34.1 The words in the box commencing "GST AMOUNT" at the bottom of page 1 of the standard form contract are deleted.

34.2 **Clause 1:** The definition of "work order" is amended by including the words "issued by a competent authority" after the word "order".

34.3 **Clause 2.9:**

- (a) the words "If each party tells.....to be invested" are deleted and replaced with "If this contract says the deposit is to be invested"; and

- (b) the words "if this contract is completed, and otherwise to the party entitled to the deposit" are inserted at the end of the clause.
- 34.4 **Clause 5** is deleted and replaced with: "the Purchaser must not make any general requisitions in relation to the property and the vendor shall have no obligation to answer general requisitions".
- 34.5 **Clauses 7.1.1, 7.2.1 and 7.2.2** are deleted.
- 34.6 **Clause 7.1.3** is amended by deleting "14 days" and inserting "7 days".
- 34.7 **Clause 8.1.1** is amended by deleting the words "on reasonable grounds".
- 34.8 **Clause 10.1** is amended by including the words "or delay completion" after the word "terminate".
- 34.9 **Clause 10.1.8** and clause **10.1.9** are amended by substituting each occurrence of the word "existence" with "substance".
- 34.10 **Clause 14.4.2** is amended by deleting the first bullet point.
- 34.11 **Clause 16.4** is amended by inserting the following additional words at the end of the clause: "If the vendor produces a letter from the relevant authority showing the amount which is payable to clear the land tax charge on the land and the directs the payment of that amount on completion, the purchaser acknowledges and agrees that the purchaser must complete and a clear land tax certificate will not be provided on or before completion".
- 34.12 **Clause 18** is amended by adding the following provision:
- "18.8 The purchaser cannot make a requisition or claim after entering into possession".
- 34.13 **Clause 19** is amended by inserting the following additional clause:
- "19.3 Despite clause 19.2.3, the purchaser's only remedy for a breach of warranty prescribed by the Conveyancing (Sale of Land) Regulation 2022 (NSW) is the remedy prescribed by that regulation."
- 34.14 **Clause 20.6.4** is amended by inserting the words "provided however that such documents served by post will be deemed received by the other party 2 business days after the date the document is sent by post" at the end of the clause.
- 34.15 **Clause 20.6.8** is deleted.

- 34.16 **Clause 23.5.1** is amended by inserting the following at the end of the sentence “and a contribution which is not a regular periodic contribution, whether or not it is disclosed in this contract”.
- 34.17 **Clauses 23.6, 23.9, 23.13 and 23.14** are deleted.
- 34.18 **Clause 31.4** is deleted.

## **35. Completion and Notice to Complete**

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- 35.1 Completion of this contract must occur on or before 5pm on the completion date.
- 35.2 If either party becomes entitled to serve a notice to complete, that party may serve on the other a notice requiring completion of this contract 14 days after the date of service of the notice.
- 35.3 If the vendor issues a notice to complete, then the purchaser must pay to the vendor \$400.00 plus GST on completion as compensation for the additional legal expenses that the vendor incurs for issuing the notice to complete.
- 35.4 For the purposes of this clause 35, 14 days will be reasonable notice and will be deemed both at law and in equity to be sufficient notice to make time of the essence of this contract.
- 35.5 The vendor will not be regarded as not being ready, willing and able to complete this contract because of the existence of a charge on the property for any outgoing, which charge will otherwise be paid on completion.
- 35.6 Without limiting any other provision of this contract, the vendor is not required to remove any charge on the property for any outgoing if it will be paid on completion.

## **36. Existing Encumbrances**

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- 36.1 If on completion there is noted on the folio of the register for the property a mortgage or caveat, the purchaser must accept on completion in registrable form a discharge of that mortgage or a withdrawal of that caveat in respect of the property.
- 36.2 The vendor must on completion allow the purchaser the registration fees payable in respect of that discharge of mortgage or a withdrawal of caveat.
- 36.3 This clause 36 does not apply to a caveat lodged by the purchaser or a person or corporation having an interest in the property as a result of the purchaser's interest, in which case the purchaser must complete subject to such caveat.

### **37. Interest on delayed completion**

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- 37.1 Without prejudice to the vendor's other rights, if the Balance of the Price is not paid by the purchaser to the vendor on or before the date for completion, the purchaser must pay interest to the vendor:
- (a) at the rate of 10% per annum on the Balance of the Price; and
  - (b) calculated daily and compounded on the last day of each calendar month,
- in respect of the period commencing on the day following the date for completion and ending on the earlier of completion, or termination of this contract by the vendor.
- 37.2 The purchaser may not require the vendor to complete this contract unless interest payable under this clause 37 is paid to the vendor on completion. It is an essential term of this contract that the interest due is paid on completion. Interest payable pursuant to this condition is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete on or before the date for completion.
- 37.3 This clause 37 does not apply if the delay in completion is due to the fault of the vendor.
- 37.4 For the purpose of this clause 37, Balance of the Price means:
- (a) the balance of the Price; and
  - (b) any other amount that the purchaser must pay to the vendor under this contract.

### **38. Non-Reliance on Warranties/Representations**

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- 38.1 The purchaser acknowledges that the purchaser in entering into this contract:
- (a) does not rely on any warranty or representation made by the vendor or any person on behalf of the vendor except those that are expressly provided in this contract; and
  - (b) has relied entirely on the purchaser's enquiries relating to and in the purchaser's inspection of the property; and
  - (c) accepts the property and any chattels and things included in this contract in their present condition.
- 38.2 Without limiting the generality of this clause 38, the purchaser acknowledges that neither the vendor nor anyone on behalf of the vendor has made any representation or warranty on which the purchaser relies as to:
- (a) the state of repair of the Property;
  - (b) the rights and privileges relating to the Property;

- (c) the fitness or suitability for any particular purpose or otherwise of the Property or any part of it;
  - (d) whether any law, order, guideline, direction or other requirements relating to the environment, planning, building or local government (whether or not having the force of law) applies to the property; or
  - (e) of any financial return or income to be derived from the Property.
- 38.3 The purchaser warrants to the vendor that it has made and relied on its own searches and enquiries and has satisfied itself in all respects as to and agrees to take title subject to all matters affecting the property including, but not limited to:
- (a) the physical nature, state and condition of the Property; and
  - (b) the existence (if any) of any liability for any order, notice, penalty, fine or other request under any law or regulation relating to the condition of the Property.
- 38.4 The purchaser is not entitled to:
- (a) make any requisition, claim or objection about; or
  - (b) rescind, terminate or delay completion of this contract because of,
- any of the matters referred to in this clause 38.

### **39. Acceptance of Property**

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- 39.1 The purchaser accepts the Property (including without limitation the improvements and inclusion) in its present state of condition and repair and subject to any latent or patent defects or infestation or dilapidation existing either at the date of this contract or at completion.
- 39.2 The purchaser is not entitled to:
- (a) make any requisition, claim or objection about; or
  - (b) rescind, terminate or delay completion of this contract because of,
- any of the matters referred to in this clause 39 or as a result of fair wear and tear occurring between the date of this contract and completion.

### **40. Vendor not Responsible for Fencing**

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- 40.1 Subject to Section 52A of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2022*, any law to the contrary or this contract, the vendor is not liable

to pay compensation nor is it required to erect or contribute to the expense of erecting or moving any fencing if:

- (a) fencing is not on the correct boundary;
- (b) a give-and-take fence exists; or
- (c) a boundary of the Property is not fenced.

#### **41. Section 52A Conveyancing Act**

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- 41.1 If any provision of this contract purports to or has the effect of excluding, modifying or restricting the operation of Section 52A of the *Conveyancing Act 1919* or the *Conveyancing (Sale of Land) Regulation 2022*, then this contract will be read and construed as if such provision is severable from this contract and the invalidity of that provision will not affect or render invalid or unenforceable the remaining provisions of this contract.

#### **42. Warranty as to Agent**

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- 42.1 The vendor warrants that the vendor has not entered into a sole and/or exclusive agency agreement for the sale of the Property with any agent other than the vendor's agent (if any) as provided in this contract.
- 42.2 The purchaser warrants that the purchaser was not introduced directly or indirectly to either the vendor or the Property by any person other than the vendor's agent (if any) as specified in this contract.
- 42.3 The purchaser will indemnify the vendor against any claim or demand for commission or remuneration by any person other than the vendor's agent arising from the sale of the Property and pursuant to a breach of the purchaser's warranty provided by this clause 42.
- 42.4 This clause 42 will not merge on completion.

#### **43. Rescission on Death/Liquidation**

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Without in any way negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause 43 not been included in this contract, if the purchaser (or one of them if there is more than one purchaser) prior to completion:

- (a) dies or becomes mentally ill, then the vendor may rescind the contract and the provisions of clause 19 will apply; or

- (b) the purchaser:
  - (i) being an individual is declared bankrupt such as to bring the purchaser under the control of the *Bankruptcy Act 1966* (Cth); or
  - (ii) being a company:
    - (A) is subject to an order or an effective resolution to wind it up or if it enters into any scheme of arrangement with its creditors under Part 5 of the *Corporations Act*; or
    - (B) if any liquidator, provisional liquidator, administrator, receiver or official manager is appointed in respect of it,

then the vendor may terminate this contract and the provisions of clause 9 will apply.

#### **44. Consumer Credit**

---

- 44.1 The purchaser acknowledges and warrants to the vendor either that credit is not required to complete this contract or credit to complete this contract has already been approved on terms acceptable to the purchaser.
- 44.2 The purchaser will indemnify the vendor in respect of all claims or actions and costs arising in respect of a breach of this warranty.

#### **45. FIRB Approval**

---

- 45.1 The purchaser warrants that the purchaser has obtained (or is not required to obtain) any necessary consent or approval from the Commonwealth Treasurer under the

*Foreign Acquisitions and Takeovers Act 1975* as to the purchase of the property by the purchaser.

- 45.2 A breach of the warranty given under clause 45.1 entitles the vendor to terminate this contract and the provisions of clause 9 apply.
- 45.3 The purchaser indemnifies the vendor in respect of all claims or actions and costs arising in respect of a breach of this warranty.
- 45.4 This clause 45 does not merge on completion.

#### **46. Merger**

---

- 46.1 The parties agree that the provisions of this contract which are to apply after completion of it do not merge on completion.

#### **47. Additional Payments**

---

- 47.1 If the purchaser requires completion to take place other than a venue nominated by the vendor or otherwise than electronically on PEXA, the purchaser must pay to the vendor on completion the sum of \$350.00 plus GST. The payment of this sum is an essential term of this contract.
- 47.2 The purchaser must pay to the vendor on completion the sum of \$250.00 plus GST for each postponement of completion if the purchaser postpones completion after

appropriate arrangements have been made or after the financial settlement is signed off in PEXA. The payment of this sum is an essential term of this contract.

#### **48. Release of Deposit**

---

- 48.1 The deposit paid hereunder, or such part as is required, will be released by the purchaser, on request, as the vendor directs. The execution of this Contract by the purchaser is sufficient evidence of authority to enable the deposit to be released.

#### **49. Auction Conditions**

---

- 49.1 If the property is sold by way of auction the terms and conditions of this clause **Error! Reference source not found.** apply to this contract.
- 49.2 These are the terms on which the auction for the sale of the property will be conducted:
- (a) All bidders must be registered on the vendor's agent's bidder's record.
  - (b) The sale is subject to a reserve price until announced otherwise by the auctioneer.
  - (c) Subject to any reserve price, the highest bidder will be the purchaser.
  - (d) If a bid is disputed, the auctioneer will be the sole arbiter and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid.
  - (f) The vendor reserves the right to, without disclosing any reserve price, withdraw the property from the auction before it has been sold, whether or not the auction has begun.
  - (g) The auctioneer may make 1 bid for the vendor during the auction.
  - (h) A bidder is deemed to be a principal unless, before bidding commences, the bidder has given to the auctioneer a copy of:
    - (i) a written authority to bid for or on behalf of a person; and
    - (ii) if a person who the bidder is bidding on behalf of does not intend to sign this contract, a power of attorney (or a certified copy) authorising the bidder or another person present at the auction to sign this contract on that persons behalf.
  - (i) Immediately after the fall of the hammer, the purchaser must:
    - (i) sign the contract; and

- (ii) pay the deposit which will be 10% of the price.

**50. Guarantee and indemnity**

---

- (a) The Guarantor gives the guarantee and indemnity in Schedule 1.
- (b) If the purchaser is a company which is not listed on the Australian Stock Exchange, then the purchaser must procure that the directors of that company give the guarantee and indemnity in Schedule 1.
- (c) This clause is an essential term of this contract a breach of which will entitle the vendor to terminate this contract.

## Schedule 1              Guarantee and indemnity

1. The Guarantor must execute this contract.
2. The Guarantor enters this contract, and incurs obligations and gives rights under the guarantee and indemnity, for the valuable consideration of among other things, the vendor agreeing to enter this contract with the purchaser at the request of the Guarantor.
3. The covenants, guarantees and indemnities in this are severable.
4. The Guarantor unconditionally and irrevocably guarantees to the vendor:
  - (a) that the purchaser will pay to the vendor the balance of the price and every other amount that the purchaser must pay under this contract; and
  - (b) the performance of the purchaser's obligations.
5. The Guarantor indemnifies the vendor against a claim or action and cost relating to the purchaser's breach, Defaults or attempted breach or Defaults of its obligations.
6. This guarantee and indemnity:
  - (a) is a principal obligation;
  - (b) is irrevocable and remains in full force and effect until discharged; and
  - (c) binds the estates of each Guarantor.
7. The parties must not treat this guarantee and indemnity as ancillary or collateral to any other right or obligation.
8. The vendor may enforce this guarantee against the Guarantor without first exhausting a remedy that it may have against the purchaser.
9. The Guarantor must pay on demand any money due to the vendor that relates to the indemnity including but not limited to:
  - (a) the balance of the price;
  - (b) the adjustments due to the vendor on completion; and
  - (c) interest that the purchaser must pay to the vendor.
10. The Guarantor and the purchaser are jointly and severally liable to the vendor for:
  - (a) the purchaser's observance and performance of its obligations; and
  - (b) damage that the vendor incurs as a result of any one or more of:

- (i) the purchaser's failure to observe and perform its obligations under this contract;
  - (ii) its default under this contract; and
  - (iii) the vendor's termination of this contract.
- 11. The purchaser or the Guarantor must pay all money payable to the vendor and duly perform their several obligations before either may claim or receive the benefit of:
  - (a) a dividend or distribution of a person, liable jointly with the purchaser or the Guarantor, to the vendor;
  - (b) a payment out of the estate or assets of a person, liable jointly with the purchaser or the Guarantor, to the vendor; or
  - (c) a payment in the liquidation, winding up or bankruptcy of a person, liable jointly with the purchaser or the Guarantor, to the vendor.
- 12. Clause 11 applies equally if the person is liable under a security for money that the purchaser or the Guarantor must pay.
- 13. The purchaser or the Guarantor must pay all money payable to the vendor and perform their several obligations before either may prove in competition with the vendor:
  - (a) in an estate; or
  - (b) in relation to an asset in a liquidation, winding up or bankruptcy.
- 14. Clause 13 only applies if the amount that the vendor is entitled to is reduced as a result.
- 15. Upon the written request of the vendor, the Guarantor must pay the vendor all expenses that the vendor incurs in respect of the vendor's exercise or attempted exercise of a right of the vendor under this Schedule 1.
- 16. The Guarantor's obligations are not affected if:
  - (a) the vendor releases or enters into a composition with the purchaser;
  - (b) a payment made to the vendor is later avoided; or
  - (c) the vendor assigns or transfers the benefit of this contract.
- 17. If the vendor assigns or transfers the benefit of this contract, then the assignee receives the benefit of the Guarantor's covenants, agreements, guarantees and indemnities.
- 18. The obligations of the Guarantor under this Schedule 1 are not released, discharged or otherwise affected by:
  - (a) failure by one or more Guarantors to execute this guarantee and indemnity, validly or otherwise;
  - (b) the grant of time, waiver, covenant not to sue or other indulgence;

- (c) the release, including but not limited to a release as part of a novation, or discharge of a person;
- (d) an arrangement, composition or compromise that a person enters into;
- (e) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
- (f) a variation of this contract including, but not limited to a variation in the date of completion;
- (g) a moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor in any way;
- (h) payment to the vendor, including but not limited to a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;
- (i) the purchaser becoming insolvent, going into liquidation, official management, receivership, arrangement, administration or winding up; or
- (j) a person being appointed in respect of the purchaser or any of its assets or undertakings, including but not limited to a receiver or manager or both, or a liquidator, or administrator.

**Signed by** \_\_\_\_\_

as guarantor, in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of guarantor

\_\_\_\_\_  
Full name of witness (print)

\_\_\_\_\_  
Full name of guarantor (print)

**Signed by** \_\_\_\_\_

as guarantor, in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of guarantor

\_\_\_\_\_  
Full name of witness (print)

\_\_\_\_\_  
Full name of guarantor (print)



FOLIO: 3282/259563

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
5/8/2025	11:39 AM	10	21/2/2025

LAND

----

LOT 3282 IN DEPOSITED PLAN 259563  
AT ST. ANDREWS  
LOCAL GOVERNMENT AREA CAMPBELLTOWN  
PARISH OF MINTO COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP259563

FIRST SCHEDULE

-----

LAYLA EL HALLAK  
IN 1/2 SHARE  
SARAH EL HALLAK  
IN 1/2 SHARE  
AS TENANTS IN COMMON (T AU844021)

SECOND SCHEDULE (4 NOTIFICATIONS)

-----

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)  
2 M183513 COVENANT  
3 DP259563 RESTRICTION(S) ON THE USE OF LAND  
4 AU844022 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP  
LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

250342...

PRINTED ON 5/8/2025



No. \_\_\_\_\_

71 MAR 1 AM 10 07

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

R.P. 13A

FEES:—

Lodgment  
Endorsement

10.00

*[Signature]*

LEND LEASE ESTATES PTY. LIMITED

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

All blanks should be ruled up before signing.

Less estate, strike out "in simple" and interline the required alteration.

(herein called transferor)

being registered as the proprietor of an estate in fee simple\* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of THREE THOUSAND TWO HUNDRED DOLLARS

( \$3,200.00 ) (the receipt whereof is hereby acknowledged) paid to it by

The Commissioner for Main Roads,

do hereby transfer to

\* Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

THE COMMISSIONER FOR MAIN ROADS,
309 CASTLEREACH STREET,
SYDNEY.

(herein called transferee)

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	MINTO	PART	9357	57	Being Lot 15, Deposited Plan 544233

description may refer to the defined residue of the land in a certificate of grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. " and being Lot section D.P. ").

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

Handwritten note: 4 Nov 2004 D.P. 239899

9

~~And the transferee covenant(s) with the transferor~~

AND the transferor doth for the benefit of the land hereby transferred (hereinafter called "the dominant tenement") covenant with the transferee (in this covenant called "the Commissioner") and with the Council of the City of Campbelltown and so as to bind the residue of the land in the abovementioned Certificate of Title (hereinafter called "the servient tenement") that the transferor will not, without the written consent of the Commissioner (which consent may be revoked at any time by the Commissioner at his discretion and without compensation) construct, or allow to be constructed, on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement

AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement, having been proclaimed a motorway under Part VAA of the Main Roads Act, 1924 thereafter ceases to be such a motorway.

~~Strike out if unnecessary, or suitably adjust.~~

(b) If any easements are to be created or any exceptions to be made: or

(ii) If the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO.

- N I L -

e A very short note will suffice.

K 1165-1 St 437-1

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

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

Signed at Sydney the 14th day of December 1970.  
Signed in my presence by the transferor  
PTY. LIMITED was hereunto affixed by  
WHO IS PERSONALLY KNOWN TO ME  
the authority of the Directors in the  
presence of:

[Signature]  
(Secretary)



[Signature]  
Transferor.\*

Director  
[Signature]  
Director

SIGNED by GEOFFREY CLIFFORD SHELTON  
Signed in my presence by the transferee  
Principal Legal Officer  
WHO IS PERSONALLY KNOWN TO ME  
Department of Main Roads in the  
presence of:

Russell C. Byrnes

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

[Signature]

Transferee(s).

### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY. (To be signed at the time of executing the within instrument.)

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

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
Signed in the presence of— \_\_\_\_\_

### CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.\*

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

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

M183513

Lodged by Department of Main Roads

Address 309 Castlereagh Street, Sydney.

No. \_\_\_\_\_

Phone No. 20933 Ext. 219  
PAPERS NO. X5/76.118

PARTIAL DISCHARGE OF MORTGAGE.

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

I,

*mortgagee under Mortgage No.*  
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed in my presence by

who is personally known to me

Mortgagee.

DOCUMENTS LODGED HERewith  
To be filled in by person lodging dealing

1. \_\_\_\_\_ Received Docs.  
2. \_\_\_\_\_ Nos.  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
5. \_\_\_\_\_ Receiving Clerk  
6. \_\_\_\_\_  
7. \_\_\_\_\_

Indexed	MEMORANDUM OF TRANSFER <i>Transferors Covenant</i>
Checked by	Particulars entered in Register Book <i>26.3.1971</i>
Passed (in S.D.B.) by	<i>13-3-71</i>
Signed by	<i>Jaworski</i> Registrar General

M.P.D.

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrs.		
Cancellation Clerk		
VOL.	FOL.	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

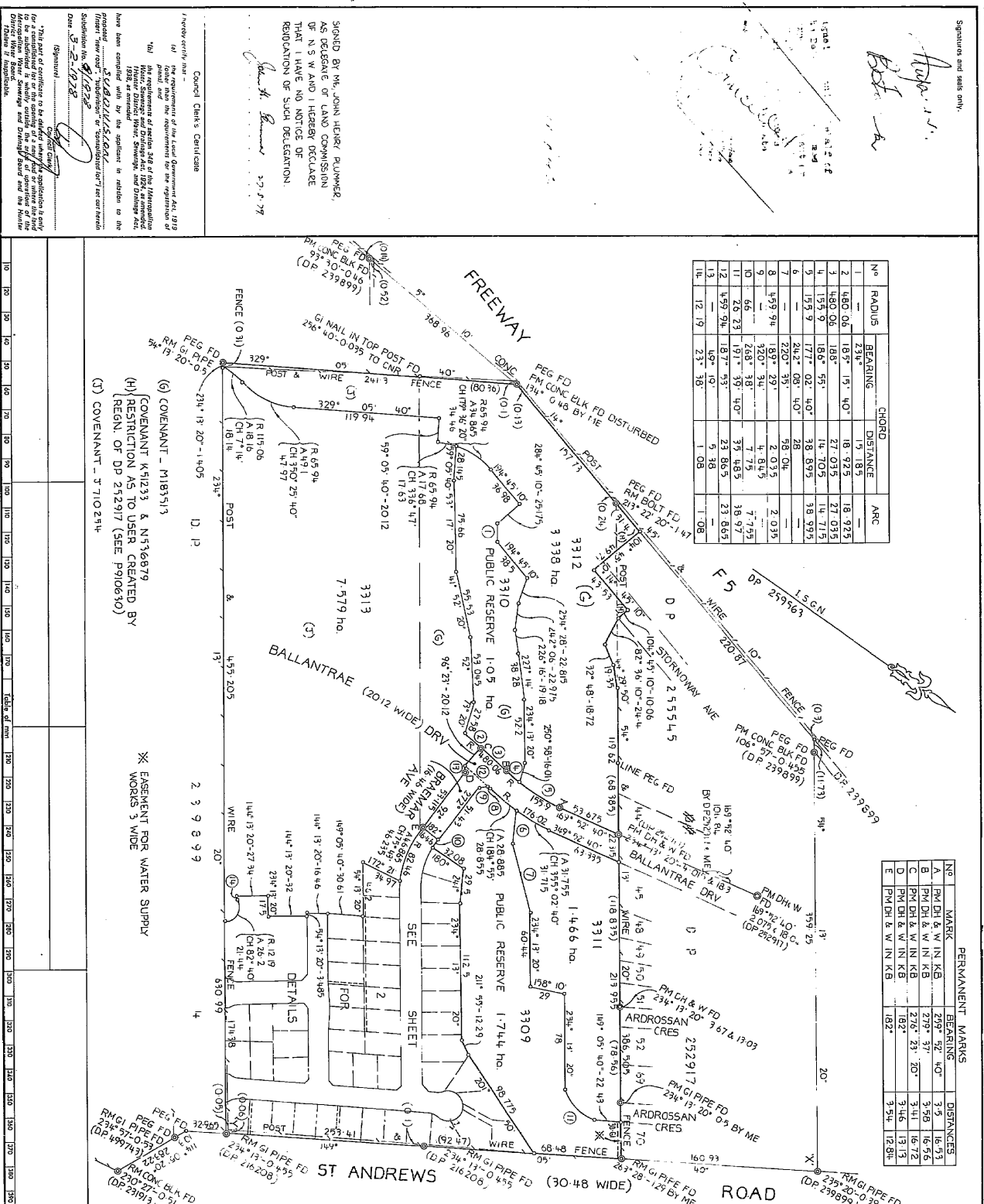
PLAN FORM 2

Signatures and seals only.

*Handwritten signatures and stamps.*

No	RADIUS	BEARING	DISTANCE	ARC
1	234	15° 18' 55"	18.925	—
2	480.06	165° 19' 40"	18.925	—
3	480.06	165° 19' 40"	27.035	—
4	155.9	165° 55'	14.705	—
5	155.9	177° 02' 40"	38.892	—
6	—	242° 08' 40"	28	—
7	—	220° 35'	2.035	—
8	159.94	165° 29'	2.035	—
9	—	320° 34'	4.845	—
10	66	268° 38'	7.755	—
11	25.23	191° 39' 40"	35.485	—
12	159.94	187° 39'	23.865	—
13	—	48° 10'	5.36	—
14	12.19	23° 38'	1.08	—

NO	MARK	PERMANENT MARKS	DISTANCES
A	PM DI & W IN KB	299° 52' 40"	3.5
B	PM DI & W IN KB	279° 37'	3.56
C	PM DI & W IN KB	276° 23' 20"	3.44
D	PM DI & W IN KB	182°	3.46
E	PM DI & W IN KB	182°	3.54



**D P 259563**

Registered: 12/12/1979

C.A.: 8/1978 OF 3-2-1978

Title System: TORRENS

Purpose: SUBDIVISION

Ref: Map: U8230-L

Lot Plan: DP 547847

PLAN OF SUBDIVISION OF LOT 101 IN DP 588502 AND LOTS 41 AND 42 IN DP 547847

Memorandum: CAMPBELLTOWN

Locality: ST ANDREWS

Parish: MINTO

County: CUMBERLAND

This is a plan of 2 sheets (Indicate if applicable).

IAN RICHARD PROCTOR

1/8/77 PENINSULAR SURVEYING 2008

1/17/8 DECEMBER 1977

Signature: [Signature]

Surveyor registered under Surveyors Act 1928, as amended. State of New South Wales.

Panel for use only for recording of transactions to define public roads or to create public reserves, drainage reserves, easements or restrictions as to use.

IT IS INTENDED TO CREATE LOTS 3209 & 3310 AS PUBLIC RESERVE. IT IS INTENDED TO DEDICATE PROCTOR ROAD BROADWAY AVENUE TENANT PLACE AS PUBLIC ROAD.

PURSUANT TO SECTION 88 (B) OF THE CONVEYANCING ACT 1919-1984 IT IS INTENDED TO CREATE 1 EASEMENT TO DRAIN WATER 2.5 WIDE TO DRAIN WATER 1 WIDE 3 EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE TO USER 1 RESTRICTIONS AS TO USER SUPPLY WORKS 3 WIDE.

ACT: [Signature]

SURVEYOR'S REFERENCE: 71236 - STAGE 4A

INSTRUCTIONS ON ADDITIONAL WORK ON PLAN

IN THE REGISTRAR GENERAL'S OFFICE.

1. Bruce Richard Proctor, Registrar General for New South Wales, certify that this negative is a photograph made on a computer screen of a document in my custody, this 20th day of November, 1979.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



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

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day, 14th August, 1990



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

Sheet 1 of 6 Sheets

PART 1

Plan: DP259563

Subdivision of Lot 101 in D.P. 588502  
and Lots 41 and 42 in D.P. 545847  
covered by Council Clerk's Certificate  
No. 8/1978.

Full Name and Address of  
the Proprietor of the Land:  
Land Commission of New South Wales  
139 Macquarie Street Sydney N.S.W.

1. Identify of easement  
firstly referred to in  
above mentioned plan:  
Easement to drain water 2.5 wide

Schedule of lots affected

Authority Benefited  
The Council of the City of Campbelltown

2. Identify of easement  
secondly referred to in  
above mentioned plan:  
Easement to drain water 1 wide

Schedule of lots affected

Authority Benefited  
The Council of the City of Campbelltown

<u>Lots Burdened</u>	<u>Lots Benefited</u>
3292	3291
3293	3291, 3292
3294	3291, 3292, 3293
3295	3291, 3292, 3293, 3294, 3296, 3297, 3298
3296	3291, 3292, 3293, 3294, 3295, 3296, 3297, 3298
3297	3291, 3292, 3293, 3294, 3295, 3296, 3297, 3298
3298	3291, 3292, 3293, 3294, 3295, 3296, 3297, 3298

Name of Authority whose consent is required to release vary or modify  
the Easement to drain water 1 wide secondly referred to in above-  
mentioned plan:  
The Council of the City of Campbelltown

3. Identify of easement  
thirdly referred to in  
above mentioned plan:  
Easement for electricity purposes  
2 wide

Schedule of lots affected

Authority Benefited  
Nepean River County Council

4. Identify of restriction  
fourthly referred to in  
above mentioned plan:  
Restriction as to User

Schedule of lots affected

Authority Benefited  
Nepean River County Council

Lots Burdened  
All lots except Lots  
3306, 3308, 3310, 3311,  
3312 and 3313

5. Identify of easement  
fifthly referred to in  
above mentioned plan:  
Easement for water supply works 3 wide

Schedule of lots affected

Authority Benefited  
The Metropolitan Water Sewerage and  
Drainage Board (hereinafter called the  
"Board" which expression where herein  
used shall be deemed to include the  
successors and assigns of the Board).

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

Sheet 2 of 6 Sheets

PART 2

Plan: DP259563

Subdivision of Lot 101 in Deposited  
Plan 588502 and Lots 41 and 42 in  
Deposited Plan 545847 covered by  
Council Clerk's Certificate No.  
8/1978.

Full Name and Address of  
the Proprietor of the Land:  
Land Commission of New South Wales  
139 Macquarie Street Sydney N.S.W.

3. Terms of Easement for Electricity Purposes 2 wide thirdly referred  
to in above mentioned plan:  
An Easement or right to use for the construction and maintenance of  
works for electricity reticulation purposes the surface and the  
sub-soil or under surface of the lot burdened WITH full and free  
right and liberty for the Nepean River County Council its  
successors and assigns (being the Crown or a Public or Local  
Authority constituted by Act of Parliament) from time to time and  
at all times hereafter by its officers servants workmen and agents  
to construct lay down make control examine supervise manage relay  
renew cleanse repair maintain operate and use in and through the  
lot burdened and upon or at such depths or levels below the surface  
thereof as the Nepean River County Council shall think fit such  
sub-main and reticulating cables and other works with sub-station  
fittings and appurtenances thereto (all of which are included in the  
term "works" wherever hereinafter appearing) as in its opinion may  
be required for electricity reticulation purposes and to use such  
works for the reticulation of electricity and to take up such works  
and substitute in lieu thereof any new works AND with the right of  
support at all times by the soil of all adjacent land of the  
Registered Proprietor of the lot burdened of all such works of the  
Nepean River County Council as shall for the time being be in or  
upon the lot burdened AND for any of the purposes aforesaid to enter  
go return pass and repass upon along and over the lot burdened and  
make and sink excavations shafts and cuttings in and through the  
servient tenement and bring and place thereon and remove therefrom  
all such machinery materials implements tools articles and things as  
the Nepean River County Council shall think fit AND generally to  
exercise and perform in and upon the lot burdened for the purpose of  
reticulation of electricity as aforesaid any of the rights powers  
and authorities conferred on or vested in the Nepean River County  
Council under and by virtue of the Local Government Act, 1919 as  
amended and the Ordinances made thereunder and of the Electricity  
Development Act 1945-1957 and the Regulations made thereunder AND in  
relation to such easement and rights as are herein created the Land  
Commission of New South Wales doth hereby for itself its successors  
and assigns as owner or owners for the time being of the lot  
burdened covenant with the Nepean River County Council its said

*Pat Henry* *John H. Blum*

*Pat Henry* *John H. Blum*

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

This negative is a photograph made as a permanent  
 record of a document in the custody of the  
 Registrar General this day 14th August, 1990

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

Sheet 3 of 6 Sheets

Plan:  
**DP259563**

Subdivision of Lot 101 in Deposited  
 Plan 588502 and Lots 41 and 42 in  
 Deposited Plan 546847 covered by  
 Council Clerk's Certificate No.  
 8/1978.

Full Name and Address of  
 the Proprietor of the Land:  
 Land Commission of New South Wales  
 139 Macquarie Street Sydney N.S.W.

successors and assigns that it or they will not:-

- (a) do or knowingly suffer to be done any act or thing which may interfere with injure damage or destroy the said works or obstruct prevent or interfere with the free flow of electricity through such works and

- (b) erect or place or permit the erection or placing in or on the lot burdened of any building structure plant or apparatus without permission in writing of the said Nepean River County Council its said successors or assigns.

AND the Nepean River County Council doth hereby for itself its said successors and assigns covenant with the said Land Commission of New South Wales and its said successors and assigns that whenever in exercise of any of the rights powers and authorities aforesaid it shall open or break up the surface of the lot burdened or damage or remove any fencing of the Registered Proprietor of the lot burdened the Nepean River County Council shall upon completion of such works reinstata and restore such land or fencing (as the case may be) to its former condition so far as shall be reasonably practicable.

**4. Terms of Restriction as to User fourthly referred to in abovementioned Plan:**

- (a) Not more than one main building shall be erected on each Lot burdened and such building shall not be used or permitted to be used other than as a private residential dwelling.
- (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 building shall be erected on each Lot burdened having external walls other than of new materials and any such building shall not be of a pre-fabricated or a kit-type construction or be a transportable building.
- (d) No fence shall be erected on each Lot burdened closer to the street than the house building line as fixed by the Council of the City of Campbelltown.

*Richard Henry*  
*John A. Brown*

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

Sheet 4 of 6 Sheets

Plan:  
**DP259563**

Subdivision of Lot 101 in Deposited  
 Plan 588502 and Lots 41 and 42 in  
 Deposited Plan 546847 covered by  
 Council Clerk's Certificate No.  
 8/1978.

Full Name and Address of  
 the Proprietor of the Land:  
 Land Commission of New South Wales  
 139 Macquarie Street Sydney N.S.W.

- (e) No fence shall be erected on each Lot burdened to divide it from any adjoining land owned by the Land Commission of New South Wales without the consent of the Land Commission of New South Wales or its successors other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the Land Commission of New South Wales or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the Land Commission of New South Wales or its successors other than purchasers on sale.

- (f) No advertisement hoarding sign or matter shall be displayed or erected on each Lot burdened (other than a sign advertising that the said Lot is for sale) without the prior written consent of the Land Commission of New South Wales or its successors.

- (g) No sanitary convenience erected on each Lot burdened shall be detached or separated from any building erected thereon except where otherwise required by the responsible authority in which event such sanitary convenience shall not be erected in a conspicuous place or position on the said Lot and if the building or structure in which the said sanitary convenience is situate is visible from the street or streets to which the said Lot fronts then the same shall be suitably screened.

- (h) No earth clay gravel soil or sand shall be excavated carried away or removed from each Lot burdened except so far as may be reasonably necessary for the erection in accordance with the covenants herein contained of any building or swimming pool on the said Lot or for any purpose incidental or ancillary thereto.

Name of Authority empowered to release, vary or modify the  
 Restriction as to user fourthly referred to in abovementioned Plan  
 Land Commission of New South Wales

*Richard Henry*  
*John A. Brown*

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

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B  
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Sheet 5 of 6 Sheets

**DP 259563**

Subdivision of Lot 101 in Deposited  
Plan 588502 and Lots 41 and 42 in  
Deposited Plan 545847 covered by  
Council Clerk's Certificate No.  
8/1978.

Land Commission of New South Wales  
139 Macquarie Street Sydney N.S.W.

Full Name and Address of  
the Proprietor of the Land:

5. Terms of Easement for Water Supply Works 3 wide fifthly referred to  
in abovementioned Plan:

An easement or right to use for the construction and maintenance of  
water supply works the surface and the subsoil or the undersurface  
of the servient tenement WITH full and free right and liberty for  
the body in whose favour this easement is created (hereinafter  
called "the Board") from time to time and at all times hereafter by  
its officers servants workmen and agents to construct lay down make  
control examine supervise manage relay renew cleanse repair maintain  
operate and use in and through the servient tenement at such depths  
or levels below the surface thereof as the Board shall think fit  
such pipe lines mains distributory reticulating and other works with  
fittings and appurtenances thereto (all of which are included in the  
terms "works" wherever hereinafter appearing) as in its opinion may  
be required and to use such works for water supply purposes and to  
take up any such works and substitute in lieu thereof any new works  
AND with the right of support at all times of all such works as  
shall for the time being be in or upon the servient tenement AND for  
any of the purposes aforesaid to enter go return pass and repass  
upon along and over the servient tenement and make and sink  
excavations shafts and cuttings in and through the servient tenement  
and bring and place thereon and remove therefrom any such materials  
implements tools articles and things as the Board shall think fit  
AND generally to exercise and perform in and upon the servient  
tenement any of the rights powers and authorities conferred on or  
vested in the Board under and by virtue of the Metropolitan Water  
Sewerage and Drainage Act 1924 (as amended) without liability to pay  
compensation to any person for any damage sustained by him through  
the exercise of any of the rights powers and authorities hereby or  
by virtue of the said Act conferred on or vested in or granted to the  
Board AND in relation to such easement and rights as are herebybefore  
transferred to the Board THE PROPRIETOR DOTH HEREBY COVENANT with the  
Board

(1) THAT the proprietor will not place upon the servient tenement  
or allow to be placed or remain thereon any timber or any  
article of plant or any stores filling rubbish or other  
material whatsoever and

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

Sheet 6 of 6 Sheets

**DP 259563**

Subdivision of Lot 101 in Deposited  
Plan 588502 and Lots 41 and 42 in  
Deposited Plan 545847 covered by  
Council Clerk's Certificate No.  
8/1978.

Land Commission of New South Wales  
139 Macquarie Street Sydney N.S.W.

Full Name and Address of  
the Proprietor of the Land:

(2) THAT the proprietor will not erect construct or place upon  
the servient tenement or allow to be erected constructed or  
placed thereon any building or other structure whatever and  
that the proprietor will at all times bear all risk of and  
responsibility in connection with damage to any building  
or other structure for the time being in existence upon the  
servient tenement and

(3) THAT the proprietor will not without the prior consent and  
approval in writing of the Board first had and obtained or  
otherwise than in strict compliance with such conditions as  
the Board may impose

- (a) make or allow to be made any alteration to the existing  
surface levels of the servient tenement by any means  
whatsoever, or
- (b) lay down construct or place upon the servient tenement  
any pavement of concrete or having any form of  
bituminous surface with a base course of ballast metal  
or rock fill or like material, or
- (c) park or place upon the servient tenement or allow to be  
parked or remain thereon any vehicle whatsoever other  
than vehicles parked or placed thereon temporarily so  
that they may be removed when necessary without undue  
delay

Name of Authority empowered to release vary or modify restrictions  
fifthly referred to in abovementioned Plan.  
The Metropolitan Water Sewerage and Drainage Board.

Signed by me, JOHN HENRY PLUMMER )  
as DELEGATE of the LAND COMMISSION )  
OF NEW SOUTH WALES and I HEREBY )  
CERTIFY that I have no notice of )  
the revocation of such delegation, )  
in the presence of )

Land Commission of New South  
Wales by its delegate:

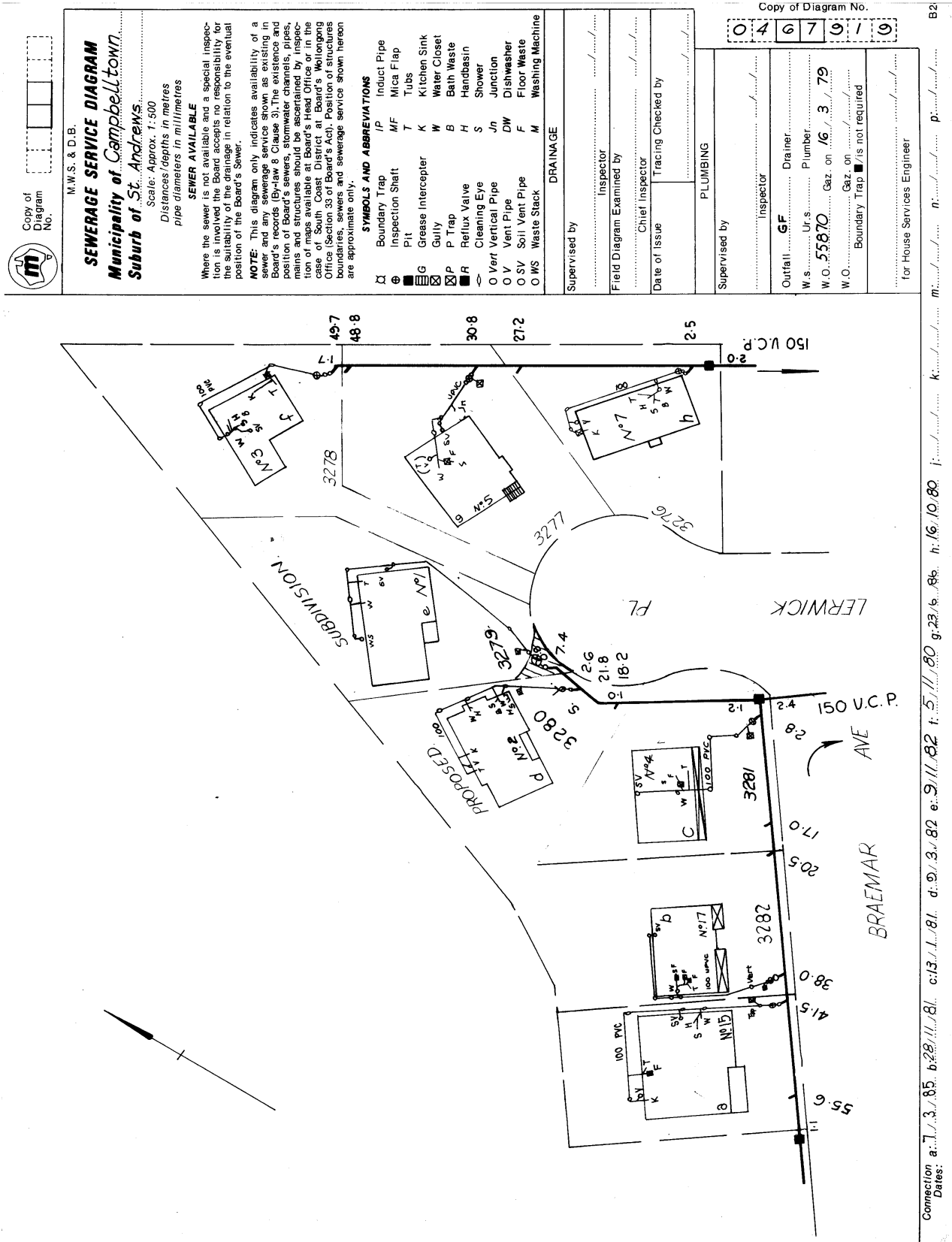
APPROVED BY COUNCIL  
SHELLTOWN CITY COUNCIL.

John Henry Plummer  
Municipal Deputy Town Clerk

INSTRUMENT SETTING OUT INTERESTS CREATED  
PURSUANT TO SECTION 88B, CONVEYANCING ACT,  
1919, LODGED WITH  
**DP 259563**  
31/12/1979

# Sewer Service Diagram

Application Number: 8003825122



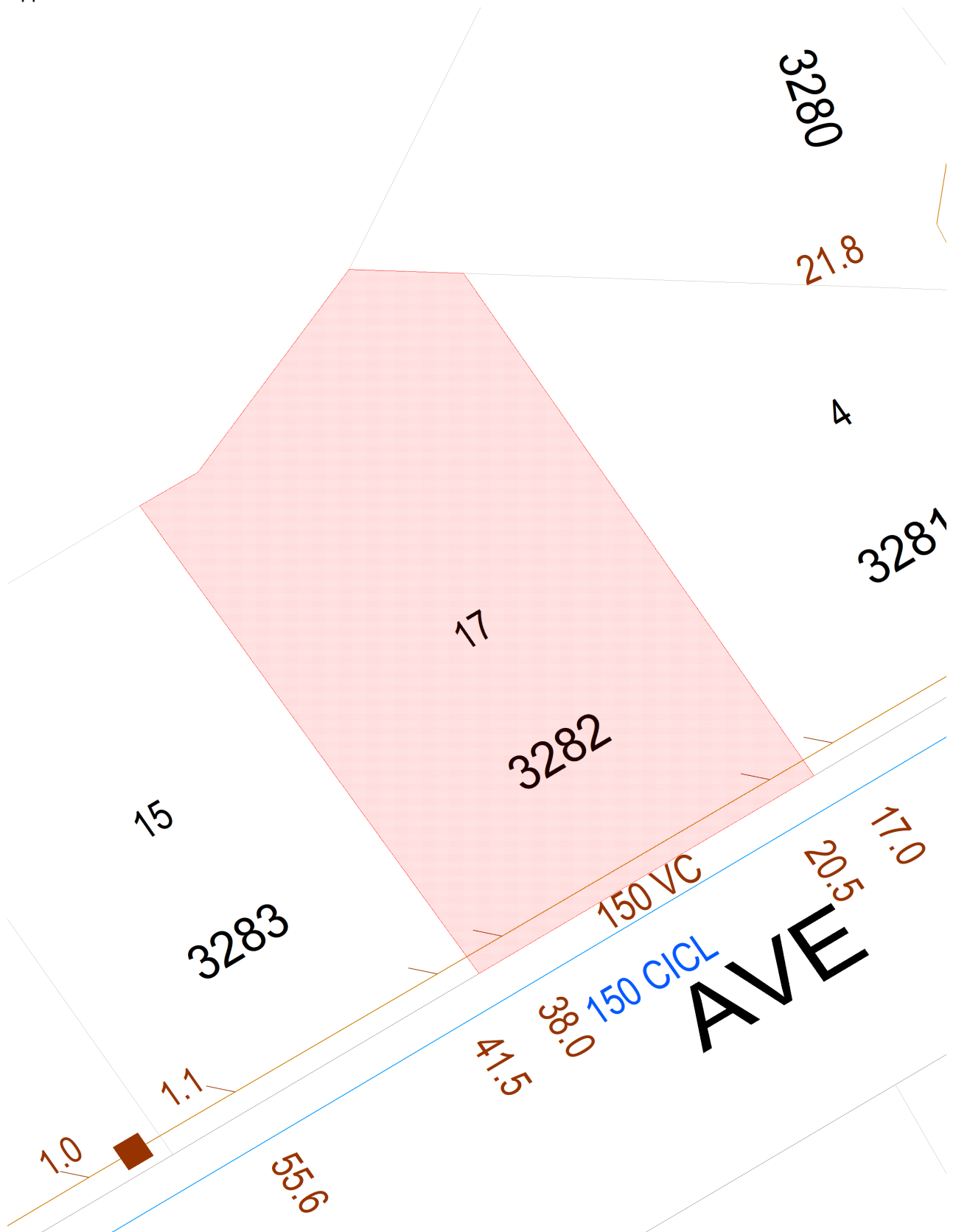
Document generated at 22-10-2024 11:31:57 AM

## Disclaimer

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

# Service Location Print

Application Number: 8003825121



Document generated at 22-10-2024 11:31:52 AM

## Disclaimer

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

# Asset Information

## Legend

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

### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

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

**Issue Date:** 22 July 2025  
**Application Number:** 202503175  
**Receipt Number:** 6691756

InfoTrack  
GPO Box 4029  
SYDNEY NSW 2001

Your Reference: 250331:62154

**PLANNING CERTIFICATE UNDER SECTION 10.7  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

Section 10.7 Planning Certificate phone enquiries: (02) 4645 4560.

**Property Address:** 54 Central Park Drive  
BOW BOWING NSW 2566

**Property Description:** Lot 1 DP 840401

As at the date of issue, the following matters apply to the land subject of this certificate:

**INFORMATION PROVIDED UNDER SECTION 10.7(2) OF THE ENVIRONMENTAL PLANNING AND  
ASSESSMENT ACT 1979 (the Act)**

**ITEM 1 – Names of relevant planning instruments and development control plans**

**Planning Instrument:** Campbelltown LEP 2015  
**Effect:** R2 Low Density Residential

- (1) The following environmental planning instruments apply to the carrying out of development on the land subject of this certificate:

**Local environmental plan (LEP)**

Campbelltown LEP 2015

For further information about the local environmental plan, contact Council's City Development team on (02) 4645 4608.

**State environmental planning policies (SEPPs)**

SEPP (Primary Production) 2021  
SEPP (Resources and Energy) 2021  
SEPP (Resilience and Hazards) 2021

**PLANNING CERTIFICATE UNDER SECTION 10.7  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

SEPP (Industry and Employment) 2021  
SEPP (Transport and Infrastructure) 2021  
SEPP (Planning Systems) 2021  
SEPP (Biodiversity and Conservation) 2021  
SEPP (Exempt and Complying Development Codes) 2008  
SEPP (Building Sustainability Index: BASIX) 2004  
SEPP (Housing) 2021  
SEPP No.65 – Design Quality of Residential Apartment Development

**For further information about these State environmental planning policies, contact the Department of Planning and Environment ([www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)).**

- (2) The following proposed environmental planning instruments, which are or have been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified Council that the making of the proposed instrument has been deferred indefinitely or has not been approved), will apply to the carrying out of development on the land subject of this certificate:

**Draft local environmental plans (LEPs)**

None

For further information about these draft local environmental plans, contact Council's City Development team on (02) 4645 4608.

Draft State environmental planning policies (SEPPs)

None

For further information about these draft State environmental planning policies, contact the Department of Planning and Environment ([www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)).

- (3) The following development control plans (DCPs) apply to the carrying out of development on the land subject of this certificate:

Campbelltown (Sustainable City) DCP 2015

For further information about these development control plans, contact Council's City Development team on (02) 4645 4608. Please note that the names of any draft development control plans that apply to the land subject of this certificate, that have been placed on exhibiton by Council but have not yet come into effect, are provided as advice under section 10.7(5) of the Act.

**PLANNING CERTIFICATE UNDER SECTION 10.7  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

**ITEM 2 – Zoning and land use under relevant planning instruments**

(a) The following zone(s) apply to the land subject of this certificate:

R2 Low Density Residential

Detailed information on the land zone mapping is available at the NSW Department of Planning and Environment's ePlanning Spatial Viewer, accessible via the NSW Planning Portal.

- (b) The purposes for which the plan provides that development may be carried out without the need for development consent, may not be carried out except with development consent and is prohibited are detailed in the land use table for each zone. Reference should be made to either Attachment 1 to this certificate or the appropriate section of the plan.
- (c) Clause 2.5 and Schedule 1 of the planning instrument allows for additional permitted uses with development consent on particular land. Please check the plan schedule.
- (d) Any development standards applying to the land subject of this certificate that fix minimum land dimensions for the erection of a dwelling-house and, if so, the minimum land dimensions so fixed are detailed in the relevant section of the plan or instrument. Reference should be made to either Attachment 2 to this certificate or the appropriate section(s) of the plan. In addition, certain Council development control plans may impose minimum development standards for the creation of allotments and/or minimum site area and dimensions for the erection of a dwelling-house.
- (e) The land is not in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.
- (f) The land subject of this certificate is not in a conservation area (however described).
- (g) No item of environmental heritage (however described) is situated on the land subject of this certificate.

**Note:** An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be situated on the land. The Department of Planning maintains the AHIMS.

**ITEM 3 – Contribution plans**

The following contribution plan(s) apply to the land subject of this certificate:

Campbelltown Local Infrastructure Contributions Plan 2018 (Amendment 1)

For further information about these contribution plans, contact Council's City Development team on (02) 4645 4608.

The State Government's 'Housing and Productivity Contribution' may also apply to particular developments on the land. For more information, visit [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au) and search for 'Housing and Productivity Contribution'.

**PLANNING CERTIFICATE UNDER SECTION 10.7  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

**ITEM 4 – Complying development**

- (1) Complying development may be carried out on the land subject of this certificate under each of the following codes for complying development, to the extent shown, because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Housing Code – on all of the land

Housing Alterations Code – on all of the land

Commercial and Industrial Alterations Code – on all of the land

Subdivisions Code – on all of the land

Rural Housing Code – on all of the land

General Development Code – on all of the land

Demolition Code – on all of the land

Commercial and Industrial (New Buildings and Additions) Code – on all of the land

Fire Safety Code – on all of the land

Low Rise Housing Diversity Code – on all of the land

Container Recycling Facilities Code – on all of the land

Please note that reference should also be made to the relevant parts of this policy for the general requirements for complying development and to the relevant codes for complying development which may also include provisions relating to zoning, lot size etc.

- (2) Complying development may not be carried out on the land subject of this certificate under each of the following codes for complying development, to the extent shown and for the reason(s) stated, because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Greenfield Housing Code – on any part of the land

(Note: the Greenfield Housing Code only applies within the Greenfield Housing Code Area)

**Note:** This information needs to be read in conjunction with the whole of the State environment planning policy. If an identification, restriction or characteristic of land referred to above is not located on or does not comprise, the whole of the relevant land, complying development may be carried out on any part of the land not so identified, restricted or characterised.

**Note:** Information regarding whether the property is affected by flood related development controls or is bushfire prone land is identified in other sections of this certificate. If your property is identified as being impacted by bushfire or flooding, a specific technical assessment of these issues will be required as part of any complying development certificate application under the State environment planning policy, or a development application for any other type of development requiring consent from Council.

**Note:** Despite any references above advising that complying development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environment Planning Policy (Exempt and Complying Development

**PLANNING CERTIFICATE UNDER SECTION 10.7  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

Codes) 2008. *It is necessary to review the State environment planning policy in detail to ensure that specific types of complying development may be undertaken on the land.*

**ITEM 5 – Exempt development**

(1) Exempt development may be carried out on land under the following exempt development codes:

- Division 1 General Code
- Division 2 Advertising and Signage Code
- Division 3 Temporary Uses and Structures Code

There is no land within the Campbelltown City Council local government area identified:

- 1.16 (b1) as a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* or declared critical habitat under Part 7A of the *Fisheries Management Act 1994*, and
- 1.16(b2) as, or part of, a wilderness area (within the meaning of *Wilderness Act 1987*), and
- 1.16(d) described or otherwise identified on a map specified in Schedule 4 – Land excluded from the General Exempt Development Code.
- 1.16A within 18 kilometres of Siding Spring Observatory

(2) Clause 1.16(1)(c) specifies that exempt development must not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act.

(3) Campbelltown City Council does not have sufficient information to ascertain whether the land has a restriction applying to it that may not apply to all of the land.

Campbelltown City Council does not have sufficient information to ascertain whether the land is listed on the State Heritage Register under the *Heritage Act 1977*, or subject to an interim heritage order under that Act.

**Note:** *Despite any references above advising that exempt development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.*

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

There are no variations to the exempt development codes within the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* that apply in the Campbelltown City Council local government area.

**ITEM 6 – Affected building notices and building product rectification orders**

The Council is not aware that an affected building notice or building product rectification order is in force on the land that has not been fully complied with.

The Council is not aware that a notice of intention to make a building product rectification order given in relation to the land is outstanding

**PLANNING CERTIFICATE UNDER SECTION 10.7  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

**Note:** In this item, *affected building notice* has the same meaning as in the Building Products (Safety) Act 2017, Part 4. *Building product rectification order* has the same meaning as in the Building Products (Safety) Act 2017.

**ITEM 7 – Land reserved for acquisition**

No environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land subject of this certificate provides for the acquisition of this land by a public authority, as referred to in section 3.15 of the Act.

**ITEM 8 – Road widening and road realignment**

The land subject of this certificate is not affected by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993, any environmental planning instrument or any resolution of Council.

**ITEM 9 – Flood related development controls**

- (1) None of the land is within the flood planning area and it is not subject to flood related development controls.
- (2) The land is not subject to flood related development controls as a result of all or part of it being between the flood planning area and the probable maximum flood.
- (3) In this clause –

*flood planning area* has the same meaning as in the Floodplain Development Manual.

*Floodplain Development Manual* means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

*probable maximum flood* has the same meaning as in the Floodplain Development Manual.

Please note that some additional information regarding flooding and flood related development controls may be provided as advice under section 10.7(5) of the Act.

**ITEM 10 – Council and other public authority policies on hazard risk restrictions**

- (a) Council has adopted a policy with respect to all land within the Campbelltown City local government area with unusual site conditions. This policy restricts the development of land where extensive earthworks and/or filling has been carried out. Land, the development of which is restricted by this policy, has a restriction as to user placed on the title of the land stating the details of any restriction. Building lots can be affected by excessive land gradient, filling, reactive or dispersive soils, overland flow and/or mine subsidence. Buildings, structures or site works may require specific structural design to ensure proper building construction. Consequently, some applications may require the submission of structural design details and geotechnical reports. It is suggested that prior to lodging an application, enquiries be made to Council's City Development team to ascertain any specific requirements.
- (b) Council has adopted by resolution the certified Campbelltown LGA Bush Fire Prone Land Map. This map identifies bush fire prone land within the Campbelltown City local government area as defined in section 10.3 of the Act. Where the land subject of this certificate is identified as bush fire prone land, the document entitled "Planning for Bush Fire Protection" prepared by the NSW

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Rural Fire Service in co-operation with the Department of Planning and dated November 2019 should be consulted with regards to possible restrictions on the development of the land because of the likelihood of bushfire.

- (c) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of tidal inundation.
- (d) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of acid sulphate soils.

**ITEM 11 – Bush fire prone land**

None of the land subject of this certificate has been identified as bush fire prone land on the Campbelltown City Council – Bush Fire Prone Land Map that has been certified for the purposes of section 10.3(2) of the Act.

**Note:** *In accordance with the Environmental Planning and Assessment Act 1979, bush fire prone land, in relation to an area, means land recorded for the time being as bush fire prone land on a bush fire prone land map for the area. This mapping is subject to periodic review.*

**Note:** *Further details of any applicable restrictions on development of the land associated with Bushfire Prone Land may be obtained by consulting with Council or reviewing the guideline Planning for Bushfire Protection (as amended from time to time) available on the NSW Rural Fire Service website.*

**Note:** *The identification of land as not being bushfire prone does not mean that the land is not, or may not be, affected by bushfire or that the land will not in the future be subject to bushfire related development controls, as additional data and information regarding the land become available.*

**ITEM 12 – Loose-fill asbestos insulation**

No residential dwelling erected on the land subject of this certificate has been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

For more information visit the NSW Fair Trading website ([www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation](http://www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation)).

**ITEM 13 – Mine subsidence**

The land subject of this certificate is not within a proclaimed Mine Subsidence District within the meaning of the Coal Mine Subsidence Compensation Act 2017.

**ITEM 14 – Paper subdivision information**

- (1) No adopted development plan or development plan that is proposed to be subject to a consent ballot apply to the land subject of this certificate.

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(2) No subdivision order applies to the land subject of this certificate.

**ITEM 15 – Property vegetation plans**

No property vegetation plan applies to the land subject of this certificate.

Please note that the whole of the Campbelltown City local government area is excluded from the operation of the Native Vegetation Act 2003.

**ITEM 16 – Biodiversity stewardship sites**

The land subject of this certificate is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (but only in so far as Council has been notified of the existence of such an agreement by the Chief Executive of the Office of Environment and Heritage).

Please note that biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

**ITEM 17 – Biodiversity certified land**

The land subject of this certificate is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

Please note that 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.

**ITEM 18 – Orders under Trees (Disputes Between Neighbours) Act 2006**

No order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land subject of this certificate (but only to the extent that Council has been notified of any such orders).

**ITEM 19 – Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

The Coastal Management Act 2016 and Local Government Act, section 496B do not apply to land in the Campbelltown City Council local government area.

**ITEM 20 – Western Sydney Aerotropolis**

Not affected.

**ITEM 21 – Development consent conditions for seniors housing**

- a) No current site compatibility certificate (seniors housing), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.
- b) No conditions of consent to a development application, granted after 11 October 2007, of the kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a

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Disability) 2004 have been imposed in respect of proposed development on the land subject of this certificate.

**ITEM 22 – Site compatibility certificates and development consent conditions for affordable rental housing**

- (1) No current site compatibility certificate (affordable rental housing), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.
- (2) No conditions of consent to a development application of the kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed in respect of proposed development on the land subject of this certificate.

**ITEM 23 – Water or sewerage services**

Some land may have services provided by private entities under the Water Industry Competition Act 2006 (WIC Act 2006); any outstanding fees or charges owed to these service providers becomes the responsibility of the new owner(s) of the land.

The Independent Pricing and Regulatory Tribunal (IPART) provides information about the areas serviced, or to be serviced, via a register on their website. A statement below indicates whether the land is, or is to be, subject to an alternative servicing arrangement under the WIC Act 2006 as per that register:

This land is not subject to an alternative servicing arrangement under the WIC Act 2006

**Note:** *This section does not contain information relating to whether the land is, or is not, connected to Sydney Water's network for the supply of either drinking water or sewage disposal services. For further information about whether your land is connected to Sydney Water's network, we recommend that you contact Sydney Water.*

**Note:** *A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.*

**ITEM 24 – Special entertainment precincts**

The land is not within a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

**INFORMATION PROVIDED UNDER SECTION 10.7(5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

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All properties within the Campbelltown City local government area may be affected by flooding caused by overland flow or local topography. Applicants will need to make their own assessment of the risk associated with these matters. For more information, please complete a Stormwater Advice Request Form that is available on Council's website or by contacting Council on 4645 4000.

Council has completed a flood study of the Bow Bowling / Bunbury Curran Creek Catchment, of which this property is a part. The results of this study have improved Council's understanding of flood behaviour in the catchment.

Council has received a copy of the map - "Hydrogeological Landscapes - Overall Salinity Hazard - Western Sydney Study Area" and "Hydrogeological Landscapes - Sydney Metropolitan - Western Study Area" from the New South Wales Office of Environmental Heritage (NSW OEH). This map classifies the land within the Campbelltown City local government area as having salinity. Salinity issues may be of relevance to any development of the land subject of this certificate. For further information use the link: <https://www.environment.nsw.gov.au/topics/land-and-soil/soil-degradation/salinity/type-of-salinity-and-their-prevention>.

It should be noted that the Commonwealth Department of Infrastructure and Regional Development has released a document titled "Preliminary Flight Paths" purporting to provide preliminary information on jet aircraft flight paths and flight zones for each of the design options for the Second Sydney Airport Proposals. Some of the flight paths and flight zones shown in this document may, if implemented, impact upon the environment in the vicinity of the land subject of this certificate. Further enquiries in respect of this document should be directed initially to the Commonwealth Department of Infrastructure and Regional Development.

The land subject of this certificate does not have a boundary to a controlled access road.

The following draft development control plans (DCPs), that have been placed on exhibition by Council but which have not yet come into effect, apply to the land subject of this certificate:

Draft Campbelltown (Sustainable City) DCP 2015 Amendment No.11

For further information about these draft development control plans, contact Council's Environmental Planning Section on (02) 4645 4608.



William Pillon  
**Planning Engagement Team Leader**

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**Attachment 1**

**Campbelltown Local Environmental Plan 2015**

**Zone R2 Low Density Residential**

**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 enable development for purposes other than residential only if that development is compatible with the character of the living area and is of a domestic scale.
- To minimise overshadowing and ensure a desired level of solar access to all properties.
- To facilitate diverse and sustainable means of access and movement.

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

Attached dwellings; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Places of public worship; Recreation areas; Recreation facilities (outdoor); Respite day care centres; Roads; Schools; Semi-detached dwellings

**4 Prohibited**

Any development not specified in item 2 or 3

*NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: <http://www.legislation.nsw.gov.au>*

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**Attachment 2**

**Campbelltown Local Environmental Plan 2015**

**4.1 Minimum subdivision lot size**

- (1) The objectives of this clause are as follows—
- (a) to ensure that the density of development is compatible with the capacity of existing and proposed infrastructure,
  - (b) to ensure that the density of settlement will be compatible with the objectives of the zone,
  - (c) to limit the density of settlement in environmentally, scenically or historically sensitive areas,
  - (d) to ensure lot sizes are compatible with the conservation of natural systems, including waterways, riparian land and groundwater dependent ecosystems,
  - (e) to facilitate viable agricultural undertakings,
  - (f) to protect the curtilage of heritage items and heritage conservation areas,
  - (g) to facilitate a diversity of housing forms.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause does not apply in relation to the subdivision of any land—
- (a) by the registration of a strata plan or strata plan of subdivision under the *Strata Schemes Development Act 2015*, or
  - (b) by any kind of subdivision under the *Community Land Development Act 1989*.
- (4A) If a lot is a battle-axe lot or other lot with an access handle, the area of the access handle is not to be included in calculating the lot size.
- (4B) Despite subclause (3), development consent may be granted for the subdivision of land into lots that do not meet the minimum size shown on the Lot Size Map if the lots are residue lots resulting from the creation of a public road, public open space or other public purpose.
- (4C) Despite subclause (3), development consent may be granted for the subdivision of land within Lot 61, DP 752042, Appin Road, Gilead, into lots that do not meet the minimum size shown on the Lot Size Map if—
- (a) each lot has a minimum lot size of not less than 375m<sup>2</sup>, and
  - (b) no more than 65 lots have a lot size of less than 450m<sup>2</sup>, and
  - (c) no more than 3 contiguous lots sharing a street frontage have a lot size of less than 450m<sup>2</sup>, and
  - (d) each lot is located not more than 200m from a bus route, community centre or open space area.

**4.1AA Minimum subdivision lot size for community title schemes**

- (1) The objectives of this clause are as follows—
- (a) to provide for the proper and orderly development of land,

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(b) to ensure that land developed under the *Community Land Development Act 1989* will achieve densities consistent with the objectives of the zone,

(c) to protect the curtilage of heritage items and heritage conservation areas.

(2) This clause applies to a subdivision (being a subdivision that requires development consent) under the *Community Land Development Act 1989* of land in any of the following zones—

(a) Zone RU2 Rural Landscape,

(b) Zone R2 Low Density Residential,

(c) Zone R3 Medium Density Residential,

(d) Zone R5 Large Lot Residential,

(e) Zone C3 Environmental Management,

(f) Zone C4 Environmental Living,

but does not apply to a subdivision by the registration of a strata plan.

(3) The size of any lot resulting from a subdivision of land to which this clause applies (other than any lot comprising association property within the meaning of the *Community Land Development Act 1989*) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.

(4) This clause applies despite clause 4.1.

**4.1A (Repealed)**

**4.1B Minimum subdivision lot sizes for dual occupancies in certain zones**

(1) The objectives of this clause are as follows—

(a) to achieve planned residential density in certain zones,

(b) to ensure that lot sizes are consistent with the predominant subdivision pattern of the area and maintain a low density residential character in existing neighbourhoods,

(c) to facilitate development applications seeking concurrent approval for dual occupancy development and subdivision,

(d) to prevent the fragmentation of land.

(2) Despite clause 4.1, development consent may be granted to development for the purpose of a dual occupancy if the development will be on a lot that is at least the minimum size shown on the Lot Size for Dual Occupancy Development Map in relation to that land.

(3) Despite clause 4.1 and subclause (2), development consent may be granted for the subdivision of land in Zone R2 Low Density Residential into lots that are less than the minimum lot size shown on the Lot Size Map in relation to that land if—

(a) there is an existing dual occupancy on the land that was lawfully erected under an environmental planning instrument or there is a development application for the concurrent approval of a dual occupancy and its subdivision into 2 lots, and

(b) the lot size of each resulting lot will be at least 300 square metres, and

(c) the subdivision will not result in more than one principal dwelling on each resulting lot.

**4.1C Minimum qualifying site area and lot size for certain residential and centre-based child care facility development in residential zones**

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- (1) The objectives of this clause are as follows—
- (a) to achieve planned residential densities in certain zones,
  - (b) to achieve satisfactory environmental and infrastructure outcomes,
  - (c) to minimise any adverse impact of development on residential amenity,
  - (d) to minimise land use conflicts.
- (2) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in Column 3 of the table.
- (3) Development consent may be granted to the subdivision of land in a zone that is specified in the table to this clause for a purpose listed beside the zone, if the area of the lot to be created is equal to or greater than the area specified in Column 4 of the table.
- (4) This clause does not apply to land identified as “Ingleburn Narrow Lots” on the Clause Application Map.

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
Semi-detached dwelling	Zone R2 Low Density Residential	700 square metres	300 square metres
Attached dwelling	Zone R2 Low Density Residential	1,000 square metres	300 square metres
Centre-based child care facilities	Zone R2 Low Density Residential or Zone R3 Medium Density Residential	800 square metres	N/A
Residential flat buildings	Zone R4 High Density Residential	1,200 square metres	1,200 square metres

**4.1D Minimum lot sizes for certain land uses in certain environment protection zones**

- (1) The objectives of this clause are as follows—
- (a) to allow for certain non-residential land uses,
  - (b) to minimise any adverse impact on local amenity and the natural environment,
  - (c) to achieve satisfactory environmental and infrastructure outcomes,
  - (d) to minimise land use conflicts.
- (2) This clause applies to land in the following zones—
- (a) Zone C3 Environmental Management,
  - (b) Zone C4 Environmental Living.
- (3) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in the table.

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
Animal boarding or training establishments	Zone C3 Environmental Management	5 hectares
Educational	Zone C3 Environmental Management or	10

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establishments	Zone C4 Environmental Living	hectares
Places of public worship	Zone C3 Environmental Management	10 hectares

**4.1E Exception to minimum lot sizes for certain land in Mount Gilead Urban Release Area**

- (1) This clause applies to that part of Lot 3, DP 1218887, Appin Road, Gilead that is in Zone RU2 Rural Landscape.
- (2) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies to create lots with a size less than the minimum lot size shown on the Lot Size Map in relation to the land if the consent authority is satisfied that the subdivision is for the purpose of facilitating the development of land that is—
  - (a) in Zone R2 Low Density Residential, and
  - (b) identified as “Mount Gilead Urban Release Area” on the Urban Release Area Map.

**4.1F Exception to minimum lot sizes for certain land in Glenfield**

- (1) This clause applies to that part of Lot 91, DP 1155962 that is in Zone RU2 Rural Landscape.
- (2) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies to create lots with a size less than the minimum lot size shown on the Lot Size Map in relation to the land.
- (3) A dwelling cannot be erected on a lot created under this clause.

**4.1G Exception to minimum subdivision lot sizes for certain residential development in Maryfields Urban Release Area**

- (1) The objective of this clause is to provide flexibility in the application of lot size standards for residential development on larger sized lots on land in Zone R3 Medium Density Residential in the Maryfields Urban Release Area.
- (2) This clause applies to land in Zone R3 Medium Density Residential and identified as “Maryfields Urban Release Area” on the Urban Release Area Map.
- (3) Despite clause 4.1, development consent may be granted for the subdivision of land to which this clause applies on which is lawfully erected a type of residential accommodation if—
  - (a) the size of each lot to be subdivided is at least 1800 square metres, and
  - (b) each lot resulting from the subdivision will be at least 225 square metres and will have an erected single dwelling, and
  - (c) each lot resulting from the subdivision will have a single dwelling that is in existence and for which an occupation certificate was issued before the consent was granted.

**4.2 Rural subdivision**

- (1) The objective of this clause is to provide flexibility in the application of standards for subdivision in rural zones to allow land owners a greater chance to achieve the objectives for development in the relevant zone.
- (2) This clause applies to the following rural zones—
  - (a) Zone RU1 Primary Production,
  - (b) Zone RU2 Rural Landscape,

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- (baa) Zone RU3 Forestry,
- (c) Zone RU4 Primary Production Small Lots,
- (d) Zone RU6 Transition.

**Note—**

When this Plan was made it did not include all of these zones.

- (3) Land in a zone to which this clause applies may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.
- (5) A dwelling cannot be erected on such a lot.

**Note—**

A dwelling includes a rural worker's dwelling (see definition of that term in the Dictionary).

**4.2A Erection of dwelling houses or dual occupancies (attached) on land in certain rural and environment protection zones**

- (1) The objectives of this clause are as follows—
  - (a) to enable the replacement of lawfully erected dwelling houses and dual occupancies (attached), and the realisation of dwelling entitlements in rural and environment protection zones,
  - (b) to restrict the extent of residential development in rural and environment protection zones to maintain the existing character,
  - (c) to recognise the contribution that development density in these zones makes to the landscape and environmental character of those places.
- (2) This clause applies to land in the following zones—
  - (a) Zone RU2 Rural Landscape,
  - (b) Zone C3 Environmental Management,
  - (c) Zone C4 Environmental Living.
- (3) Development consent must not be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies unless the land—
  - (a) is a lot that has at least the minimum lot size shown on the Lot Size Map in relation to that land, or
  - (b) is a lot created under this Plan (other than clause 4.2(3)), or
  - (c) is a lot created under an environmental planning instrument before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) was permissible immediately before that commencement, or
  - (d) is a lot resulting from a subdivision for which development consent (or its equivalent) was granted before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) would have been permissible if the plan of subdivision had been registered before that commencement, or
  - (e) is an existing holding, or

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(f) would have been a lot or holding referred to in paragraph (a), (b), (c), (d) or (e) had it not been affected by—

(i) a minor realignment of its boundaries that did not create an additional lot, or

(ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or

(iii) a consolidation with an adjoining public road or public reserve or for another public purpose.

**Note—**

A dwelling cannot be erected on a lot created under clause 9 of *State Environmental Planning Policy (Rural Lands) 2008* or clause 4.2.

(4) Development consent must not be granted under subclause (3) unless—

(a) no dwelling house or dual occupancy (attached) has been erected on the land, and

(b) if a development application has been made for development for the purposes of a dwelling house or dual occupancy (attached) on the land—the application has been refused or it was withdrawn before it was determined, and

(c) if development consent has been granted in relation to such an application—the consent has been surrendered or it has lapsed.

(5) Development consent may be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies if there is a lawfully erected dwelling house or dual occupancy (attached) on the land and the dwelling house or dual occupancy (attached) proposed to be erected is intended only to replace the existing dwelling house or dual occupancy (attached).

(6) Development consent may be granted to convert a dwelling house into, or to replace a dwelling house with, a dual occupancy (attached) on land to which this clause applies if no dual occupancy (attached) exists on the land and the dual occupancy (attached) is designed and will be constructed to have the appearance of a single dwelling.

(7) In this clause—

**existing holding** means land that—

(a) was a holding on the relevant date, and

(b) is a holding at the time the application for development consent referred to in subclause (3) is lodged,

whether or not there has been a change in the ownership of the holding since the relevant date, and includes any other land adjoining that land acquired by the owner since the relevant date.

**holding** means all adjoining land, even if separated by a road or railway, held by the same person or persons.

**relevant date** means—

(a) in the case of land to which *Campbelltown (Urban Area) Local Environmental Plan 2002* applied immediately before the commencement of this Plan—

(i) for land identified as “25 February 1977” on the Former LEP and IDO Boundaries Map—25 February 1977, or

(ii) for land identified as “15 July 1977” on the Former LEP and IDO Boundaries Map—15 July 1977, or

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- (iii) for land identified as “3 November 1978” on the Former LEP and IDO Boundaries Map—3 November 1978, or
- (b) in the case of land to which *Campbelltown Local Environmental Plan—District 8 (Central Hills Lands)* applied immediately before the commencement of this Plan—20 September 1974, or
- (c) in the case of land to which *Campbelltown Local Environmental Plan No 1* applied immediately before the commencement of this Plan—26 June 1981, or
- (d) in the case of land to which *Interim Development Order No 13—City of Campbelltown* applied immediately before the commencement of this Plan—20 September 1974, or
- (e) in the case of land to which *Interim Development Order No 15—City of Campbelltown* applied immediately before the commencement of this Plan—27 September 1974, or
- (f) in the case of land to which *Interim Development Order No 28—City of Campbelltown* applied immediately before the commencement of this Plan—3 November 1978.

**Note—**

The owner in whose ownership all the land is at the time the application is lodged need not be the same person as the owner in whose ownership all the land was on the stated date.

**4.2B Erection of rural workers’ dwellings on land in Zones RU2 and C3**

- (1) The objectives of this clause are as follows—
  - (a) to facilitate, on the same land, the provision of adequate accommodation for employees involved in existing agricultural activities, including agricultural produce industries,
  - (b) to maintain the non-urban landscape and development characters of certain rural and environment protection zones.
- (2) This clause applies to land in the following zones—
  - (a) Zone RU2 Rural Landscape,
  - (b) Zone C3 Environmental Management.
- (3) Development consent must not be granted for the erection of a rural worker’s dwelling on land to which this clause applies unless the consent authority is satisfied that—
  - (a) the development will be on the same lot as an existing lawfully erected dwelling house or dual occupancy (attached), and
  - (b) the development will not impair the use of the land for agricultural activities, including agricultural produce industries, and
  - (c) the agricultural activity or agricultural produce industry has an economic capacity to support the ongoing employment of rural workers, and
  - (d) the development is necessary considering the nature of the existing or proposed agricultural activity or agricultural produce industry occurring on the land or as a result of the remote or isolated location of the land, and
  - (e) there will be not more than one rural worker’s dwelling on the lot, and
  - (f) the development will be a single storey building with a maximum floor area of 120 square metres or not more than 20% of the floor area of any existing dwelling house on that land, whichever is greater.

**4.2C Exceptions to minimum subdivision lot sizes for certain land in Zones RU2 and C3**

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- (1) The objective of this clause is to allow the owners of certain land to which the following environmental planning instruments applied to excise a home-site area from an existing lot (or existing holding) by the means of a subdivision—
  - (a) *Campbelltown Local Environmental Plan No 1*,
  - (b) *Interim Development Order No 15—City of Campbelltown*.
- (2) Subclause (3) applies to each lot to which *Campbelltown Local Environmental Plan No 1* applied immediately before its repeal that—
  - (a) was in existence on 26 June 1981, and
  - (b) is in Zone C3 Environmental Management, and
  - (c) has an area of at least 10 hectares.
- (3) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the proposed subdivision will result in the creation of only 2 lots, each of which must have an area of at least 2 hectares.
- (4) Subclause (5) applies to each lot to which *Interim Development Order No 15—City of Campbelltown* applied immediately before its repeal that—
  - (a) was in existence on 18 July 1973, and
  - (b) is in Zone RU2 Rural Landscape.
- (5) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the smallest lot to be created has an area of at least 2 hectares and is required for the erection of a dwelling house for occupation by—
  - (a) the person who owned the land on 18 July 1973, or
  - (b) a relative of that owner, or
  - (c) a person employed or engaged by that owner in the use of land of the owner adjoining or adjacent to that lot for the purpose of agriculture.
- (6) The total number of lots that may be created by the subdivision of land to which subclause (5) applies, whether by one or more subdivisions, must not exceed—
  - (a) if the land to be subdivided had an area of less than 10 hectares—nil, or
  - (b) if the land to be subdivided had an area of at least 10 hectares but less than 40 hectares—1, or
  - (c) if the land to be subdivided had an area of at least 40 hectares but less than 80 hectares—2, or
  - (d) if the land to be subdivided had an area of at least 80 hectares—3.

**4.2D Exceptions to minimum subdivision lot sizes for certain land in Zone C4**

- (1) The objective of this clause is to permit the subdivision of certain land in the East Edge Scenic Protection Lands Area to create lots of a size that are less than the minimum lot size shown on the Lot Size Map in relation to that land.
- (2) This clause applies to land identified as “1 ha” on the Lot Averaging Map.
- (3) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies if the subdivision will not create a number of lots that is more than the number resulting from

**PLANNING CERTIFICATE UNDER SECTION 10.7  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

multiplying the total area of the land being subdivided by the maximum density control number specified on the Lot Averaging Map in relation to that land.

- (4) Development consent must not be granted under this clause unless the consent authority is satisfied that—
- (a) the pattern of lots created by the subdivision, the provision of access and services and the location of any future buildings on the land will not have a significant detrimental impact on native vegetation, and
  - (b) each lot to be created by the subdivision contains a suitable land area for—
    - (i) a dwelling house, and
    - (ii) an appropriate asset protection zone relating to bush fire hazard, and
    - (iii) if reticulated sewerage is not available to the lot—on-site sewage treatment, management and disposal, and
    - (iv) other services related to the use of the land for residential occupation, and
  - (c) if reticulated sewerage is not available to the lot—a geotechnical assessment demonstrates to the consent authority's satisfaction that the lot can suitably accommodate the on-site treatment, management and disposal of effluent, and
  - (d) adequate arrangements are in place for the provision of infrastructure to service the needs of development in the locality.

**4.2E Subdivision of land in Zone C3**

- (1) The objective of this clause is to provide flexibility in the application of standards for the subdivision of certain land to allow land owners a greater chance to achieve the objectives for development in the relevant zone.
- (2) Land in Zone C3 Environmental Management may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.
- (3) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.
- (4) A dwelling cannot be erected on a lot created under this clause.

*NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: <http://www.legislation.nsw.gov.au>*



Revenue

Enquiry ID	4383767
Agent ID	81429403
Issue Date	05 Aug 2025
Correspondence ID	1814420582
Your reference	250342

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.**

**Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.**

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D259563/3282	17 BRAEMAR AVE ST ANDREWS 2566	\$623 667	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2025 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Phil Minns

Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au/taxes/land/clearance](http://www.revenue.nsw.gov.au/taxes/land/clearance).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.