

# Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent		
co-agent		
vendor	<b>UPG 7 Pty. Ltd. ACN 602 423 530 137 Gilba Rd., Girraween, NSW 2145</b>	
vendor's solicitor	<b>Marc Hardman &amp; Associates Level 1, 27 Hunter Street, Parramatta NSW 2150 DX 28307 Parramatta</b>	<b>Phone: 9633 1033 Fax: 9633 4936 Ref: MH:LDP:160402 E:marc@hardmanassociates.co m.au</b>
date for completion land (address, plan details and title reference)	<b>See special condition 38</b> <b>Proposed Lot /1160 Richmond Road, Marsden Park, New South Wales 2765</b> <b>Proposed Lot in an unregistered plan of subdivision of Lot 5 in Deposited Plan 235714</b> <b>Part Folio Identifier 5/235714</b>	(clause 15)
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 as numbered: <input type="checkbox"/> other documents:	

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

inclusions **See Annexure hereto**

exclusions

purchaser

purchaser's solicitor

price \$ \_\_\_\_\_

deposit \$ \_\_\_\_\_ (10% of the price, unless otherwise stated)

balance \$ \_\_\_\_\_

contract date \_\_\_\_\_ (if not stated, the date this contract was made)

buyer's agent

<p><b>vendor</b></p>	<p><b>GST AMOUNT (optional)</b> The price includes GST of: \$</p>	<p style="text-align: right;"><b>witness</b></p>
<p><b>purchaser</b> <input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares</p>		<p style="text-align: right;"><b>witness</b></p>

## Choices

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

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

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

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

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

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

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

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

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

Supplier's name: **Universal Property Group Pty Limited**  
 Supplier's ABN: **ABN 98 078 297 748**  
 Supplier's business address: **137 Gilba Rd., Girraween, NSW 2145**  
 Supplier's email address: **bobby@bathla.com.au**  
 Supplier's phone number: **9636 2465**  
 Supplier's proportion of *RW payment*: \$

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

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

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

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

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

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

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i> );
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – issued by a <i>bank</i> and drawn on itself; or if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

## 2 Deposit and other payments before completion

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

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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



**7 Claims by purchaser**

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

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

**8 Vendor's rights and obligations**

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

**9 Purchaser's default**

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

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

**10 Restrictions on rights of purchaser**

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

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

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

**16 Completion****• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

**• Purchaser**

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *remittance amount* payable;
  - *RW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

**17 Possession**

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 If the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *servicing* a notice before completion; and

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

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

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

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

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

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

## 20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

20.6.4 *served* if it is *served* in any manner provided in s470 of the Conveyancing Act 1919;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 21 Time limits in these provisions

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

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

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

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

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

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

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

**23 Strata or community title**

- **Definitions and modifications**

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

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

• **Notices, certificates and inspections**

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

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

**24 Tenancies**

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –

24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and

24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –

24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;

24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and

24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –

- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- a proper notice of the transfer (an attornment notice) addressed to the tenant;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

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

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

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General or the registration copy of that document.

## 26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## 27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.



**28 Unregistered plan**

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

**29 Conditional contract**

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

**30 Electronic transaction**

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

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;  |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a party to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;   |
| <i>participation rules</i>      | the participation rules as determined by the <i>ENCL</i> ;  |
| <i>populate title data</i>      | to complete data fields in the <i>Electronic Workspace</i> ; and the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .  |
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4     *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3     The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4     If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5     If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

17160 RICHMOND ROAD MARSDEN PARK NSW 2765

## ADDITIONAL CONDITIONS

### 30 DEFINITIONS AND INTERPRETATION

30.1 In this contract:

“Acceptable Reduction” means a reduction in the area of the Lot in the registered deposited plan when compared to the draft deposited plan annexed hereto which is less than or equal to 5%.

“Building” means the residential building to be constructed on the Land known as 1160 Richmond Road, Marsden Park .

“Completion Date” means the date set out in Additional Condition 38;

“Council” means Blacktown City Council ;

“Discharge” means a registrable discharge or withdrawal of an encumbrance;

“Deposit Holder” means Vendor’s Solicitor;

“Expert” means a person with qualifications or experience in the relevant area approved by the Department of Fair Trading and nominated by the Vendor;

“Deposited Plan” means the draft deposited plan a copy of which is annexed to this Contract, as that draft may be amended, varied or otherwise affected from time to time as contemplated in this Contract, or, where a draft deposited plan is not available, the architectural or construction certificate plans which are annexed to this contract.

“Land” means the land contained and described in part Folio Identifier 5/235714;

“Lot” means the lot or lots referred to in “Land Plan – Unregistered Plan” on page 1;

“Major Defects” means a fault which may cause danger to occupants of the Property or a fault which makes the Property uninhabitable.

“Printed Conditions” means the conditions of sale contained in the Contract for Sale and Purchase of Land 2016 edition;

“Property” means the property being the Lot in the Deposited Plan;

"Schedule of Inclusions" means the document entitled "Schedule of Inclusions" annexed to this Contract;

"Sunset Date" means Three (3) years from the date of this Contract;

"Works" means the construction of the Building generally in accordance with the development consent issued by Council.

### **31 AMENDMENTS TO PRINTED CONDITIONS**

The Printed Conditions shall be amended in the following manner:

31.1 Clause 3 is amended by adding after the words "and other charges" and if the depositholder is the Vendor's solicitor the parties agree that the depositholder shall be entitled to deduct and retain from the interest earned on the deposit on account of his administrative overheads and expenses incurred in connection with the management and control of the deposit the sum of \$99.00 including GST or such sum of interest less than \$99.00 as shall be earned on the deposit after deduction of the expenses and charges hereinbefore referred to."

31.2 Clause 5.1 is replaced with:

"if it arises out of this contract - within ten days after the day on which the Vendor serves notice of the registration of the documents referred to in schedule 1;"

31.3 Clause 5.2 is replaced with:

"if it arises out of anything served by the vendor on the purchaser - within ten days after the later of the day on which the vendor serves notice of the registration of the documents referred to in schedule 1 and the day of that service, and"

31.4 Clause 7.1.3. is replaced with:

"the purchaser does not serve notice waiving the claims within seven days after that service, and"

31.5 Clause 10.1, line 1 is replaced with:

"The purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of-

31.6 Clauses 15, 16.8, 22 and 28 are deleted

- 31.7 the words "plus another 20% of that fee" are deleted from the end of clause 16.5
- 31.8 "(this clause 20.6.3 applies to any document in an action in connection with this contract including, without limitation, any writ or summons or other originating process)" is inserted before the semi-colon at the end of clause 20.6.3.

## **32 REPRESENTATIONS AND WARRANTIES NEGATIVED**

- 32.1 The Purchaser warrants that, unless otherwise stated in this Contract, it has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on its behalf including without limitation any statement, representation, promise or warranty in respect of the nature or fitness or suitability for any purpose of the property or any financial return or income to be derived from the property.
- 32.2 The Purchaser expressly acknowledges and agrees that as at the date of this Contract the terms and conditions set out in this Contract contain the entire agreement in relation to the Property as concluded between the parties notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made to it prior to execution. The Purchaser further acknowledges that it has not been induced to enter into this Contract by any representation verbal or otherwise made by or on behalf of the Vendor which is not set out in this Contract.
- 32.3 the purchaser has obtained appropriate independent advice on and is satisfied about:
  - 32.3.1 the purchaser's obligations and rights under this contract; and
  - 32.3.2 the nature of the property and the purposes for which the property may be lawfully used; and
  - 32.3.3 the purchaser's entitlement (if any) to claim income tax deductions under the Income Tax Assessment Act 1997 for depreciation of any plant or equipment in the Building or in connection with the cost of construction of the Building

## **33 CONSTRUCTION OF THE WORKS**

- 33.1 Before completion the Vendor must cause the Works to be carried out in a proper and workmanlike manner. The issue of an Occupation Certificate by Council or the Vendor's Private Certifier shall be conclusive evidence that the Vendor has complied with this clause.

**34 SCHEDULE OF INCLUSIONS**

- 34.1 The Vendor must, prior to completion and in a proper and workmanlike manner:
- 34.1.1 cause to be installed in the Property the items specified in the Inclusions list;
  - 34.1.2 The issue of an Occupation Certificate by Council or the Vendor's Private Certifier shall be conclusive evidence that the Vendor has complied with this clause.
- 34.2 The Vendor reserves the right without being required to give any Notice to the Purchaser to:
- 34.2.1 alter any finish specified in the Schedule of Finishes or alter any inclusion specified in the Inclusions list to an equivalent or higher quality; and
- 34.3 If any disagreement arises in connection with Additional Condition 34.2.1;
- 34.3.1 either the Vendor or the Purchaser may before the expiration of 1 month after the date of completion refer the disagreement to an Expert and the Expert's decision will be final and conclusive and binding on the parties and the cost of the determination may be borne by the party against whom the Expert's decision is made or if there is no such party then by the party or parties who the Expert determines is or are to bear the costs, and
  - 34.3.2 the Purchaser may not make any objection, requisition or claim, delay completion of nor rescind or terminate this Contract and the Purchaser acknowledges that its sole remedy in relation to any disagreement arising in connection with the Additional Conditions 34.1 and 34.2 shall be the remedy set out in Additional Condition 34.3.1.



**35 BUILDING DEFECTS**

- 35.1 Any defects or faults due to faulty materials or workmanship (not including minor shrinkage and minor settlement cracks) which may appear in the Property and which are notified in writing to the Vendor within two (2) months after the date of completion must be amended and made good by the Vendor at the Vendor's expense within a reasonable time after the expiration of that period of two (2) months.
- 35.2 If any disagreement arises in connection with Additional Condition 35.1 either the Vendor or the Purchaser may refer the disagreement to an Expert and the Expert's decision will be final and conclusive and binding on the parties and the cost of the determination must be borne by the party against whom the Expert's decision is made or if there is no such party then by the party or parties who the Expert determines is or are to bear the costs.
- 35.3 Except in the case of Major Defects the Purchaser must not request the Vendor to amend and make good before completion any defects or faults which may have appeared in the Property before completion.

**36 REGISTRATION OF DEPOSITED PLAN**

- 36.1 This Contract is conditional upon the registration of a deposited plan substantially in the form of the deposited Plan prior to the Sunset Date. The vendor will serve notice of registration of the deposited plan on the purchaser once registered.
- 36.2 The Vendor must use all reasonable endeavours to satisfy the condition in Additional Condition 36.1.
- 36.3 Should the condition in Additional Condition 36.1 not be satisfied either party may, by notice in writing, rescind this Contract, provided however, that the purchaser must first give to the vendor 14 days written notice of their intention to rescind. The vendor may the give notice pursuant to special condition 36.4. The Purchaser acknowledges and agrees that its only right or remedy available in the event that the condition in Additional Condition 36.1 is not satisfied is the right of rescission contained in this clause, and the

Vendor will not be liable to pay to the Purchaser any damages, costs or expenses.

36.4 The Vendor may extend the Sunset Date for such further period or periods as the Vendor may determine, due to any of the following:

36.4.1 inclement weather or conditions resulting from inclement weather;

36.4.2 any civil commotion, combination of workmen strikes or lock-outs affecting the progress of the works or affecting the manufacture or supply of materials for the construction of the property;

36.4.3 any delay in any approval required for development activities necessary or desirable for erection of the Building or completion of this contract; or

36.4.4 any matter or thing beyond the control of the vendor, including the fact that the vendor may have miscalculated the time required to complete construction of the development in order to comply with special condition 36.1.

36.5 The vendor is the sole determinator of the vendor's entitlement to extensions of time under Clause 36.4.

36.6 Written notice to the Purchaser or their legal representative in relation to extensions of time under clause 36.4 is final, conclusive and binding on the parties. There is no limit to the number of notices that the vendor may issue.

36.7 The Vendor may make variations to the Deposited Plan from time to time which the Vendor considers necessary or desirable and in its absolute discretion. The Purchaser shall not be entitled to make any objection requisition or claim for compensation nor rescind or terminate nor delay completion in respect of:

36.7.1 any increase or Acceptable Reduction in the Area; or

36.7.2 any minor variation in the location of the property from the location shown on the Deposited Plan annexed, or

36.7.3 the location of any carparking space

36.8 If the Vendor:

36.8.1 varies the Deposited Plan so as to reduce the Area to an extent which exceeds an Acceptable Reduction; or

- 36.8.2 varies the Deposited Plan so as to vary the location of the property to an extent which is other than minor when compared to the draft plan annexed, then the Vendor shall notify the Purchaser in writing of such variation ("the Variation Notice") and the Purchaser may (subject to Additional Condition 36.11) rescind this Contract, in which case the provisions of Clause 19 hereof shall apply.
- 36.9 Any disagreement between the Vendor and the Purchaser in relation to whether a variation in the location of the Unit is other than minor must be notified in writing by the Purchaser to the Vendor within fourteen (14) days of the date of service of a copy of the varied Deposited Plan. If so, and only if so notified, either party may refer the disagreement to an Expert and the Expert's decision will be final and binding on the parties, including any decision as to the party or parties who are to bear the costs of the determination.
- 36.10 The right of rescission specified in Additional Condition 36.8 must be exercised within fourteen (14) days (time being of the essence) of the date of service of the Variation Notice, or if Additional Condition 36.9 applies, within fourteen (14) days (time being of the essence) of the date of the Expert's decision.
- 36.11 If the right of rescission conferred by Additional Condition 36.8 is not exercised within fourteen (14) days of the right of rescission accruing, this Contract remains binding in all respects as though that right of rescission had never arisen.
- 36.12 The Purchaser agrees that the right of rescission specified in Additional Condition 37.8 is the only remedy available to the Purchaser following receipt of a notification pursuant to Additional Condition 36.8 and the Vendor shall not be liable to the Purchaser for any damages, costs or expenses.

### **37 TRANSFER**

- 37.1 The Purchaser must serve the form of Transfer within seven (7) days after the Vendor's Solicitors advise the Purchaser's Solicitor in writing of the Registration of the Deposited Plan.

### **38 COMPLETION DATE**

- 38.1 Completion of this Contract shall take place on the later of the two following dates:

(a) Twenty-eight (28) days from the date of this Contract; or

(b) Fourteen (14) days from the date upon which the Vendor's Solicitors notify the Purchaser's Solicitors in writing that the Deposited Plan has been registered.  
("the Completion Date")

38.2 If either party does not complete this Contract on or before the Completion Date then the other party shall be entitled to make time of the essence of this Contract by issuing upon the other party a Notice to Complete the Contract within fourteen (14) days from the date of service of such Notice.

38.3 If the Vendor serves a Notice to Complete pursuant to this Clause then the purchaser shall allow on completion the costs of the Vendor incurred in the issue and service of such notice in the sum of \$330.00 inclusive GST. The payment of such costs is an essential term of this Contract.

38.4 If the purchaser completes this contract but does not do so on or before the completion date, then upon actual completion:

38.4.1 the purchaser must pay the Vendor interest on:

38.4.1.1 the balance of the price; and

38.4.1.2 any other amount payable by the purchaser to the Vendor under this contract,

from but excluding the completion date to and including the date of actual completion at the rate of 10% per annum; and

38.4.2 despite clause 14, adjustments are to be made as at the earliest of the completion date; the date possession is given to the purchaser and the date of actual completion.

38.5 Payment of interest in accordance with this Clause 38 is an essential term of this contract.

38.6 The purchaser need not pay interest under this clause 38 for as long as the purchaser is ready, willing and able to complete and completion cannot take place because the vendor cannot complete.

38.7 If a party is entitled to serve a notice to complete, then 14 days excluding the day on which that notice is served) is a reasonable period to allow for completion in that notice.

38.8 Where the Purchaser has booked a date, time and place for actual completion with the Vendor, and such booking is cancelled through no default of the Vendor, then for each such cancelled booking the Purchaser shall allow to the

Vendor as an adjustment at actual completion the sum \$165.00 inclusive of GST.

**39 PURCHASER'S ACKNOWLEDGMENT**

39.1 The Purchaser acknowledges that the title to the land , and the Deposited Plan and/or the proposed lot/s and/or the Property may be affected or amended by any one or more of the following:

39.1.1 redefinition of the boundaries of the Land;

39.1.2 road re-alignment or dedication;

39.1.3 leases, easements or dedications;

39.1.4 variation of the proposed boundaries between the lots other than the Property including those resulting from relocation of the external walls of the proposed improvements;

39.1.5 alteration to the lot numbers including positions of car spaces/garages;

39.2 If the Deposited Plan as registered is affected or amended as contemplated in this Additional Condition then the Deposited Plan will be deemed to be substantially in the form of the Deposited Plan for the purposes of Additional Condition 36 of this Contract.

39.3 Notwithstanding any contrary provision in this Contract, the Purchaser agrees not to make any objection, requisition or claim, nor delay completion not rescind or terminate should the circumstances set out in Additional Condition 40.1 occur.

**40 EASEMENTS, ETC**

40.1 The Purchaser acknowledges that he is aware that at the date of this Contract:

40.1.1 there have not been created all the easements, covenants and restrictions as to user;

40.1.2 there have not been entered into all the leases, agreements and arrangements;

40.1.3 there have not been granted all the rights and privileges; and

40.1.4 there has not been dedicated all the land;

which it may be necessary or desirable for the Vendor to create, enter into, grant, transfer or dedicate in respect of the Land prior to completion.

40.2 If it is necessary or desirable for the Vendor prior to completion to create easements, covenants or Restrictions as to user, to enter into leases, agreements or arrangements, to grant rights of privileges in respect of the Land or any adjoining land or to dedicate or transfer land from the Land, the Purchaser agrees that he may not make any objection, requisition or claim nor rescind or terminate in respect of that creation, entering, grant, transfer or dedication.

#### **41** **REPLACEMENT OF DOCUMENTS**

41.1 At any time before completion the Vendor may serve notice that the Vendor wishes to replace a document attached to this contract other than the Printed Conditions and the Additional Conditions with another document (being a document a copy of which is forwarded with that notice).

41.2 From and including the day a notice under Clause 41.1 is served, the replaced document is taken to be no longer attached to this contract and the document substituted for it is taken to be attached to this contract.

41.3 Subject to clause 41.4, the Purchaser may not make a claim or requisition, delay completion, rescind or terminate because the Vendor has served a Notice under clause 41.1 and the replaced document is taken to be no longer attached to this contract and the document substituted for it is taken to be attached to this contract.

41.4 If there is a difference between the replaced documents and the documents substituted for it which detrimentally affects the Property to an extent which is not minor, the Purchaser may rescind by written notice to the Vendor within 7 days after the day the Vendor serves notice under clause 41.1

#### **42** **SELLING AGENT**

42.1 The Purchaser warrants that except for the Estate Agent or Agents referred in this Contract he has not been introduced to the Property or to the Vendor by any other Estate Agent or employee of another Estate Agent and agrees to Indemnify and keep indemnified the Vendor against all claims, actions, suits, demands, costs and expenses in relation to a breach of this warranty. This Additional Condition shall not merge on completion.

**43 EXISTING SERVICES**

43.1 The Purchaser shall take title subject to existing water sewerage drainage gas electricity and other installations and services and shall not make any objection requisition or claim for compensation or rescind or terminate in respect thereof on the ground that any connection passes through the Land.

43.2 Should any water or sewerage main or any underground or surface stormwater pipe pass through over or under (or should any sewer manhole or vent be on) the Land, the Purchaser shall not make any objection thereto or make any requisition or claim any compensation or rescind or terminate in respect thereof.

**44 PURCHASER'S CAVEAT AND/OR PRIORITY NOTICE**

44.1 The Purchaser shall not lodge a Caveat and/or a Priority Notice for registration in respect of the Title to the Land prior to completion. This is an essential term of the Contract entitling the Vendor to claim damages from the Purchaser as a result of the Purchaser's breach of this condition.

**45 F.I.R.B. REQUIREMENTS**

45.1 The Purchaser acknowledges that after the date of this Contract the Vendor may apply for approval from the Foreign Investment Review Board to sell a proportion of the residential lots in the Strata Plan to foreign interests (the "Application")

45.2 The Purchaser shall not make any objection or make any requisition or claim any compensation or rescind or terminate this Contract or delay completion should the Vendor make the Application and if approved, sell a proportion of the residential lots in the Strata Plan to foreign interests in accordance with such approval.

45.3 The Purchaser warrants that if it is a foreign person as defined in the Foreign Acquisitions and Takeovers Act 1975 (the "FIRB Act"), it has obtained the consent of FIRB in accordance with the provisions of the FIRB Act to its purchase of the Property. The Purchaser hereby indemnifies the Vendor against all liability, loss damage and expenses the Vendor may suffer or incur as a direct or indirect result of a breach of this warranty.

**46 LAND TAX, COUNCIL RATES, WATER RATES AND INSURANCE PREMIUMS**

46.1 Council rates - If, at completion, a separate assessment for council rates in respect of the Property for the year current at completion has not been issued, the Vendor must pay the actual separate assessment if and when it issues. On completion the Purchaser must adjust the amount of \$1,500.00 per annum and no regard is to be had to the actual separate assessment if and when it issues.

46.2 Water Rates - If, at completion, a separate assessment for water and sewerage rates in respect of the Property for the quarter current at completion has not been issued, the Vendor must pay the actual separate assessment if and when it issues. On completion the Purchaser must adjust the amount of \$500.00 per quarter and no regard is to be had to the actual separate assessment if and when it issues.

46.3 Land Tax - The vendor and purchaser agree that the amount of \$1,200.00 for the Property shall be adjusted upon completion for the payment of land tax for the then current land tax year and no regard is to be had to the actual liability for any land tax which may be payable on the Land or Property.

46.4 The Vendor must, on or before completion, pay or procure the payment of:

- (a) any assessment for council rates, and
- (b) any assessment for water and sewerage rates

issued before completion for the Land or for the Property either in full or to the extent necessary to free the Property from any charge for the payment of rates.

46.5 (a) The Vendor must on or before completion, pay or procure the payment of any assessment for land tax issued before completion for the Land or for the



Property either in full or to the extent necessary to free the Property from any charge for the payment of land tax.

(b) Where a land tax assessment has not been issued, or a land tax certificate shows that the property may be liable for a charge but no value is attributed to the property, then the purchaser agrees to accept at completion and undertaking from the vendor to pay any assessment within the time limited by such assessment for payment. The vendor agrees that the amount of \$1,000.00 is to be held in trust by the vendor's solicitor until such time as the assessment has been paid.

(c) The vendor will have complied with its obligations pursuant to Schedule 2, Clause 5 of the Conveyancing (Sale of Land) Regulation 2010 if it serves a land tax certificate for the year current at completion that relates to the land as it was registered as at midnight on the 31<sup>st</sup> December in the year immediately before the year of completion.

#### **47**    **NON MERGER**

47.1    The parties acknowledge that the benefit of the provisions of this Contract having application after completion continue to apply notwithstanding completion.

#### **48**    **SYDNEY WATER**

48.1    The Purchaser acknowledges that at the date of this Contract an accurate diagram for the Land from the appropriate sewerage authority showing where the Sydney Water sewer will affect the Land on completion of the Works may not be available. The Vendor warrants that all water, sewerage and drainage work has been or will be carried out at all times with the approval of Sydney Water and this warranty shall not merge on completion.

48.1.1    The issue of an Occupation Certificate by Council or the Vendor's Private Certifier shall be conclusive evidence that the Vendor has complied with this warranty.

48.2    Completion is not subject to or conditional upon the Vendor providing any updated diagram from Sydney Water.

#### **49**    **RE-SALE PRIOR TO COMPLETION**

49.1    The Purchaser agrees that during the currency of this Contract the Purchaser will only be entitled to list the Property for re-sale with the Real estate agents the currently engaged by the Vendor to market properties located in the

development and the Purchasers agrees otherwise not to advertise for sale the Property during the currency of this Contract.

**50**     **GST**

- 50.1 The purchase price includes GST and the Vendor may not make any additional charge on account of GST.
- 50.2 The Vendor is entitled to pay GST under the scheme known as or generally referred to as the margin scheme under a New Tax System (Goods and Services Tax) Act 1999. The parties hereby agree that the margin scheme is to apply.
- 50.3 The Purchaser acknowledges that because the Vendor uses the margin scheme, the Purchaser will not be entitled to claim an input tax credit in respect of GST paid by the Vendor.
- 50.4 For the purposes of this clause GST means goods and services tax, value added tax, consumption tax or a similar tax.

**51**     **DEPOSIT**

- 51.1 The Deposit is ten percent (10%) of the Price.
  - 51.1.1 If the Vendor agrees in writing prior to exchange, or prior to the expiry of any statutory Cooling-Off Period, that it will accept payment of the Deposit by instalments, then:
    - 51.1.2 the Deposit is payable as to 5% upon exchange, or upon the expiry of any statutory Cooling-Off Period, and the balance of 5% is payable on or before the Completion Date. The provisions of clauses 2.3 and 2.5 continue to apply until the deposit is paid in full.
    - 51.1.3 Clause 9.1 is deleted and replaced with: "keep or recover 10% of the Price".
- 51.2 (a) Notwithstanding the provisions of this Contract the Vendor will accept on exchange of Contracts a bank guarantee or deposit bond for the deposit in the place of cash payment.
  - (b) Such guarantee or deposit bond must be effective until the completion of this Contract and be issued by a bank or insurance Company approved by the Vendor.
  - (c) Where the Vendor has given notice to the purchaser pursuant to special condition 36.6, the Purchaser must within 21 days of such notice

provide to the Vendor, or the Vendor's solicitor, a replacement bank guarantee or deposit bond with an expiry date not earlier than the date of expiry of the notice issued pursuant to special condition 36.6.

52.3 The provisions set out herein are essential terms of this contract.

**53. RELEASE OF THE DEPOSIT**

Notwithstanding anything herein contained, the purchasers hereby authorize and direct the vendor's Solicitors and/or vendor's agent to release to the vendor or as the vendor's may direct the deposit monies.

**54. OCCUPATION CERTIFICATE**

The vendor shall provide a copy of an Occupation Certificate to the purchaser at least 14 days prior to completion.

**55. HOME BUILDING ACT**

**55.1** The Home Building Act requires residential building work (whether or not done under a contract) to be insured.

**55.2** The vendor may not have commenced work involved in the construction of the Building on the Property as at the date of this Contract.

Where clause 55.2 is applicable:

**55.3** The vendor is exempt under clause 61 of the Home Building Regulation 2004 from attaching a certificate of insurance to this contract evidencing the contract of insurance required by the Home Building Act for the residential building work referred to in clause 55.2, which is to be done on the Property.

**55.4** The vendor (or any assignee of the vendor's rights under this contract) must give the purchaser a certificate of insurance in respect of any residential building work referred to in clause 55.2 that is to be done in respect of the property (as required by section 96A(1) of the Home Building Act) within 14 days after the contract of insurance in respect of that work is made.

**55.5** The purchaser may rescind this contract if the vendor (or any assignee of the vendor's rights under this contract) does not comply with clause 55.4.

Where clause 55.2 is not applicable:

55.6 the Vendor warrants that it has taken out, or will take out, insurance as required by the Home Building Act and will prior to completion serve on the Purchaser a Certificate of Insurance.

55.7 The Purchaser agrees that prior to exercising any right of rescission that may be available to the Purchaser pursuant to s.96A Home Building Act or clause 55.5 hereof, the Purchaser must first serve on the Vendor's Solicitor a 14 day notice of such intention to rescind, and where the Vendor serves a Certificate of Insurance within the notice period the Purchaser agrees not to rescind the Contract.

**56. PURCHASER'S REQUISITIONS ON TITLE**

56.1 Notwithstanding anything else herein contained, the Purchaser agrees to only make those requisitions on title as are set out in the form of requisitions annexed hereto. These requisitions are deemed to have been made as at the date of this contract.

56.2 Annexed hereto are the vendor's replies to the purchaser's requisitions on title.

**57. INCLUSIONS**

57.1 Included in this sale of the subject premises are the Inclusions listed on the front page of the Contract, title to which shall pass to the Purchaser on completion. The Vendor hereby assigns to the Purchaser any rights the Vendor may have pursuant to any manufacturer's warranty with respect to the inclusions. The Inclusions are sold in the present state and condition, as to which the Vendor makes no warranty.

**58. VENDOR DISCLOSURES**

58.1 Where the title search annexed hereto does not record the vendor as the registered proprietor, the vendor discloses that it has entered into a contract to purchase the property, but is not yet the registered proprietor. Completion is subject to and conditional upon the vendor being recorded as the registered proprietor of the property.

58.2 The vendor hereby discloses that the Environmental Planning and Assessment Act (Complying Development) Regulation 2009 inserts (inter alia) a new clause 3 into Schedule 4 of the Environmental Planning and Assessment Regulation 2000 by which a statement is made as to whether or not a property is land on which no complying development may be carried out under the

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, and if no complying development may be carried out, the reason why complying development may not be carried out.

The vendor further discloses that the s.149(2) certificate annexed hereto does not contain such a statement.

The purchaser shall not be entitled to make any requisition, claim for compensation or objection in relation to the disclosures made herein.

**59. ACCESS TO THE BUILDING SITE**

The purchasers acknowledge and agree that they are not entitled to access the building site during construction and prior to the completion of the contract unless they are accompanied by a representative of the vendor.



## Comfort inclusion- Townhouses, Villas & Houses

Ducted Air Conditioner

Kitchen Appliances:

- Chef Oven
- Westinghouse Cook Top GHR95S
- Westinghouse Retractable Range hood WRH908IS 900mm
- Dishlex Dishwasher

Floor Tiles in Kitchen and Living Areas

Tiles to Kitchen Splash Back -- Grey (As per display)

Kitchen cupboards (Off White) WITH HANDLES

20mm Stone Bench Top ( White)

Smoke Alarms

Kitchen Sink with Excel Elite Goose Neck mixer

Gas Hot Water Tank

Security Alarm

Video Intercom system

Carpet in the Bedrooms, hallway and steps

Built-in Wardrobes—(Mirror & White glass)

TV Antenna, Outlet in Living Area & Master Bedroom

Telephone Outlet in Living Area & Master Bedroom

Floor Tiles to Bathrooms & Laundry

Wall Tiles to Bathrooms –

Full height white tiles with grey feature wall

Vanity to Bathroom

Semi framed Shower screens

Bath tub (If shown in plan)

Bathroom Accessories

Vertical Blinds

Laundry Tub

Light Fittings with bulbs

Fly Screens to Windows

Locks on Aluminum Sliding Windows and Doors

Phone Line

Gas Outlet

Cloth liner

Landscaping in Courtyard

Rain Water Tank

Fencing

## REPLIES TO RESIDENTIAL PROPERTY REQUISITONS ON TITLE

As far as the Vendor is aware, and apart from anything noted in the Contract, the vendor makes the following replies:

1. Noted
2. No
3. – 5. Not applicable
6. – 7. Noted
8. No
9. At first mortgagee's by appointment
10. No
- 10a. Not agreed. The sale is in the ordinary course of the vendors business.
11. Noted
12. Yes, if your s.47 certificate shows a charge please send for clearance
13. Noted
14. No
15. (a) Yes  
(b) – (c) No  
(d) Subject to Contract  
(e) Subject to Contract
16. No
17. Not applicable
- 18.(a) Vendor and adjoining owners jointly  
(b) – (c) No
19. No
20. No
21. No
22. Yes, subject to Contract.
23. No
24. Not applicable
25. To be provided at completion
26. Noted
- 27.- 28. Subject to contract
29. Noted

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

### Possession and tenancies

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

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.
- 10a Any company charge must be released at completion by the provision of a Form 312 release and the vendor must allow the registration fee for such release.

### Adjustments

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

### Survey and building

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



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

**Affectations**

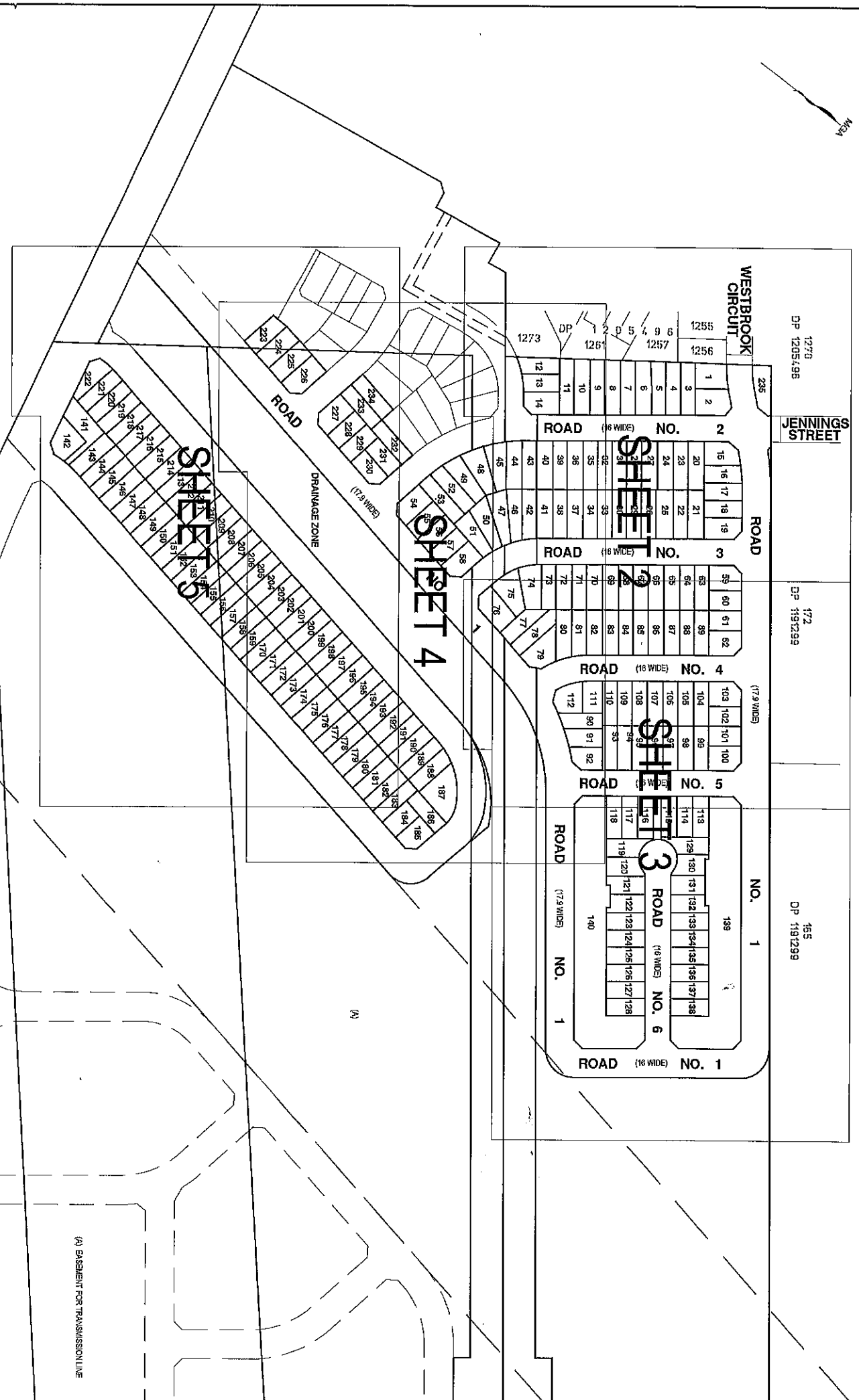
19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the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

**Capacity**

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

**Requisitions and transfer**

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



- NOTES:
1. ALL DIMENSIONS & AREAS ARE SUBJECT TO FINAL SURVEY
  2. FINAL PLAN MAY INCLUDE VARIOUS EASEMENTS, COVENANTS & RESTRICTIONS SUBJECT TO DA APPROVAL

SURVEYOR:  
 VICTORIA TESTER  
 Date of Survey: 27/11/2017  
 Surveyor's Ref: 625

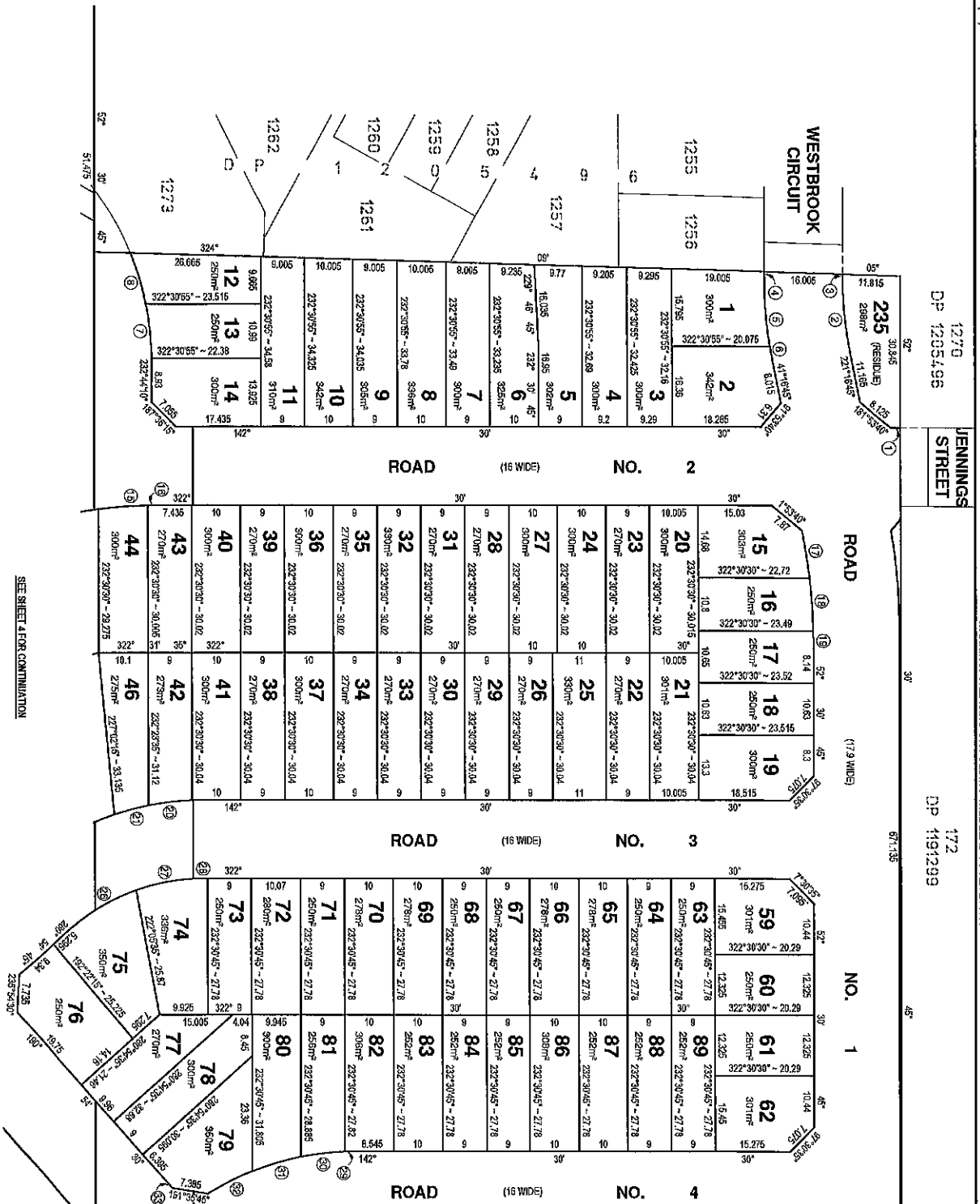
PROPOSED PLAN OF SUBDIVISION OF LOT 5 IN DP 235714

L.G.A.: BLACKTOWN  
 Locality: MARSDEN PARK  
 Reduction Ratio: 1:2500  
 Lengths are in metres.

REGISTERED

**DP DRAFT**  
 ISSUE

(A) BASEMENT FOR TRANSMISSION LINE



SEE SHEET 3 FOR CONTINUATION

No.	BEARING	DIST	ARC	RADIUS
1	142°30'30"	1.975		
2	48°53'25"	14.08	14.105	72
3	232°30'10"	1.056		
4	52°30'10"	1.525		
5	42°00'55"	13.177	13.785	82
6	42°19'55"	3.68	3.68	88
7	226°57'20"	11.05	11.085	58
8	215°46'15"	110.89	110.925	58
15	318°22'50"	110.125	10.13	92
16	322°01'20"	1.565	1.565	92
17	43°06'	9.815	9.82	111.1
18	48°25'30"	10.825	10.83	111.1
19	51°51'55"	2.51	2.51	111.1
20	136°47'05"	9	9.005	58
21	127°35'15"	7.25	7.285	58
26	292°45'25"	15.075	15.156	42
27	81°12'05"	11.895	11.935	42
28	140°45'20"	2.94		
29	106°45'20"	9.055	9.075	58
31	126°08'40"	10.37	10.385	58
32	119°55'45"	10.385	10.3	58
33	131°33'30"	2.695	2.695	118.9

NOTES:  
 1. ALL DIMENSIONS & AREAS ARE SUBJECT TO FINAL SURVEY  
 2. FINAL PLAN MAY INCLUDE VARIOUS EASEMENTS,  
 COVENANTS & RESTRICTIONS SUBJECT TO DA APPROVAL

SURVEYOR:  
 VICTORIA TESTER  
 Date of Survey: 27/11/2017  
 Surveyor's Ref: 6395

PROPOSED PLAN OF SUBDIVISION OF LOT 5 IN DP 285714

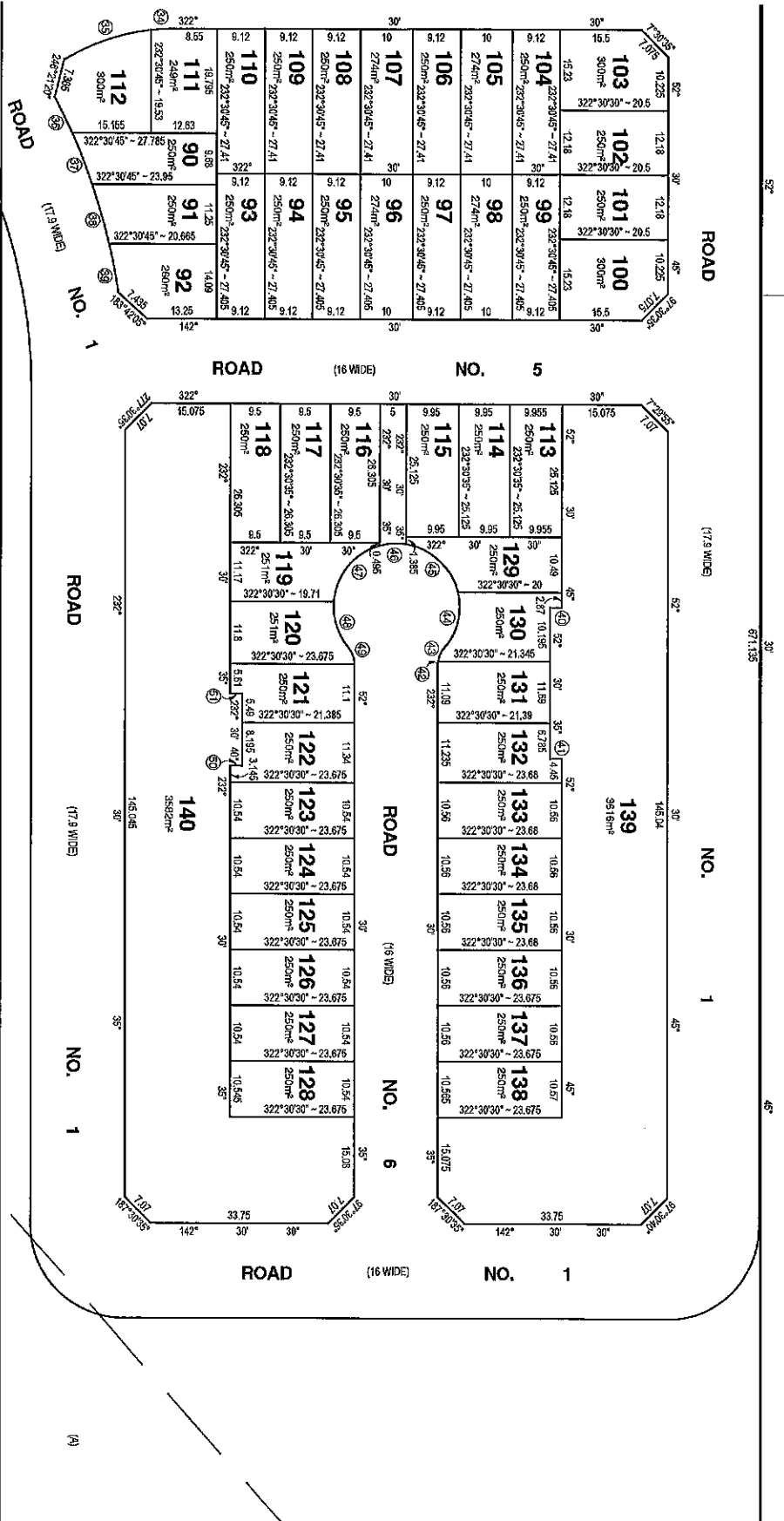
L.G.A.: BLACKBURN  
 Locality: MAASSEN PARK  
 Reduction Ratio: 1:500  
 Lengths are in metres.

REGISTERED

DP DRAFT  
 ISSUE

SEE SHEET 4 FOR CONTINUATION

165  
DP 1191239



No.	BEARING	DIST	ARC	RADIUS
34	R18°48'56"	4.09	4.09	42
35	S01°55'46"	17.65	17.735	42
36	S20°34'45"	7.53	7.53	118.9
37	S10°54'16"	10.41	10.415	118.9
38	S16°14'20"	11.72	11.725	118.9
39	S21°19'20"	9.376	9.376	118.9
40	S22°30'30"	2.285		
41	S22°30'30"	2.28	0.6	5
42	S26°32'55"	0.6	0.6	5
43	S56°18'55"	2.81	2.85	5
44	S45°45'30"	10.765	11.185	12
45	S83°14'30"	18.415	14.285	12
46	S38°13'05"	5.01	5.045	12
47	S1°59'30"	13.855	14.745	12
48	S4°39'5"	5.065	9.295	12
49	S22°30'30"	3.38	3.45	5
50	S22°30'30"	2.285		
51	S42°30'30"	2.285		

SEE SHEET 2 FOR CONTINUATION

SEE SHEET 4 FOR CONTINUATION

- NOTES:
1. ALL DIMENSIONS & AREAS ARE SUBJECT TO FINAL SURVEY
  2. FINAL PLAN MAY INCLUDE VARIOUS EASEMENTS, COVENANTS & RESTRICTIONS SUBJECT TO DA APPROVAL.

SURVEYOR:  
VICTORIA TEBBER  
Date of Survey: 27/11/2017  
Surveyor's Ref: 6335

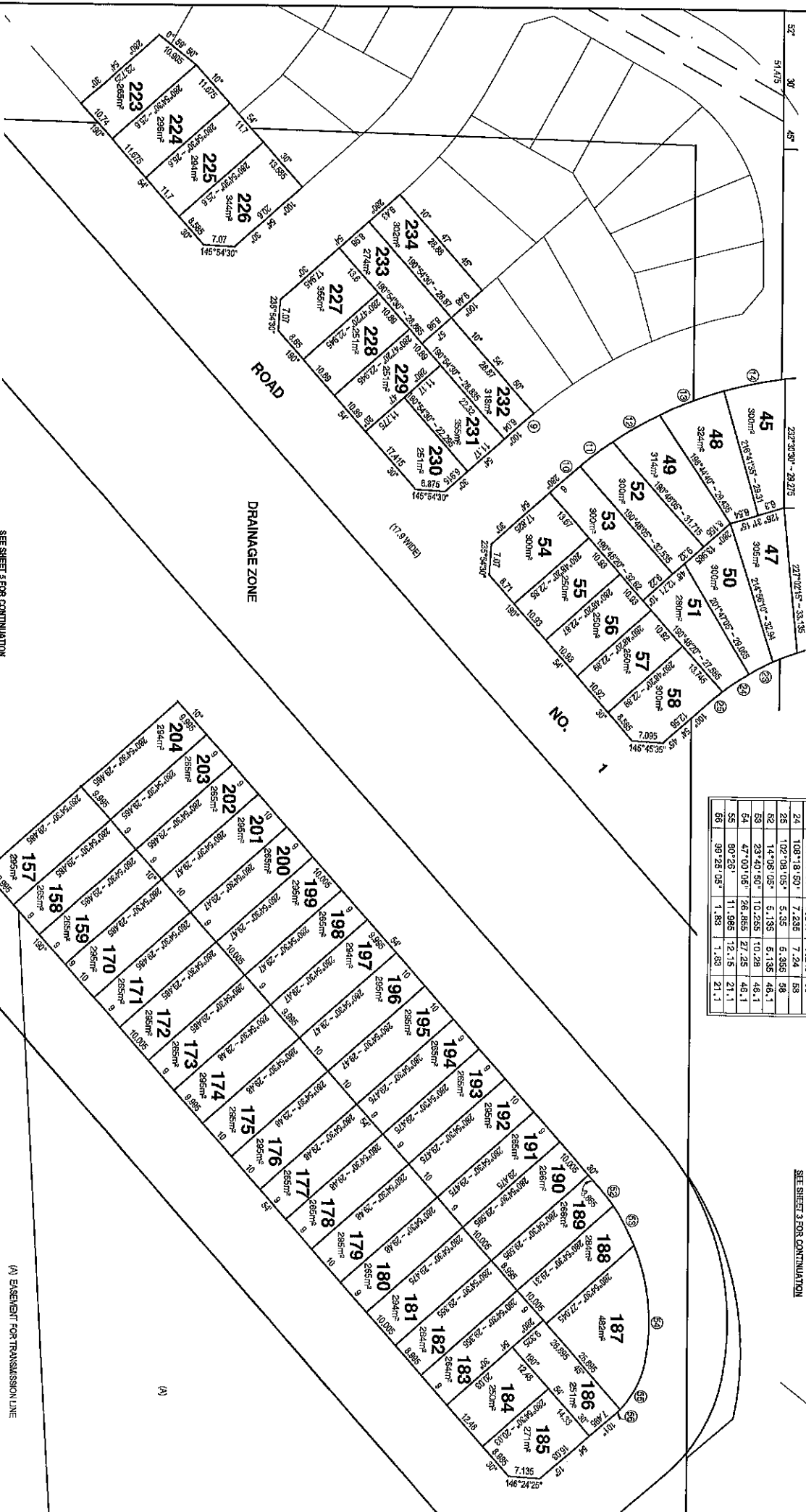
PROPOSED PLAN OF SUBDIVISION OF LOT 5 IN DP 285714

L.G.A. BLACKTOWN  
Locality: MASSEREN PARK  
Reduction Ratio: 1:500  
Lengths are in metres.

REGISTERED

DP DRAFT  
ISSUE E

(A) EASEMENT FOR TRANSMISSION LINE



SEE SHEET 2 FOR CONTINUATION

SEE SHEET 3 FOR CONTINUATION

SCHEDULE OF CURVED & SHORT LINES			
NO.	BEARING	DIST	ARC RADIUS
9	101°41'20"	2.94	2.94 108
10	281°54'40"	3.42	3.22 92
11	285°49'44"	9.365	9.36 92
12	292°38'05"	12.485	12.485 92
13	301°24'50"	15.65	15.685 92
14	310°48'50"	14.813	14.83 92
23	114°59'35"	6.245	6.245 58
24	109°18'50"	7.235	7.24 58
26	102°08'05"	5.35	5.355 58
32	14°05'05"	5.135	5.135 46.1
33	23°40'50"	10.255	10.25 46.1
54	47°00'05"	75.855	27.25 46.1
55	50°28'05"	11.985	12.18 21.1
56	99°25'05"	1.83	1.83 21.1

SEE SHEET 3 FOR CONTINUATION

- NOTES:
1. ALL DIMENSIONS & AREAS ARE SUBJECT TO FINAL SURVEY
  2. FINAL PLAN MUST INCLUDE VARIOUS EASEMENTS, COVENANTS & RESTRICTIONS SUBJECT TO DA APPROVAL

Surveyor:  
VICTORIA TESTER  
Date of Survey: 27/11/2017  
Surveyor's Ref: 6325

PROPOSED PLAN OF SUBDIVISION OF LOT 5 IN DP 235774

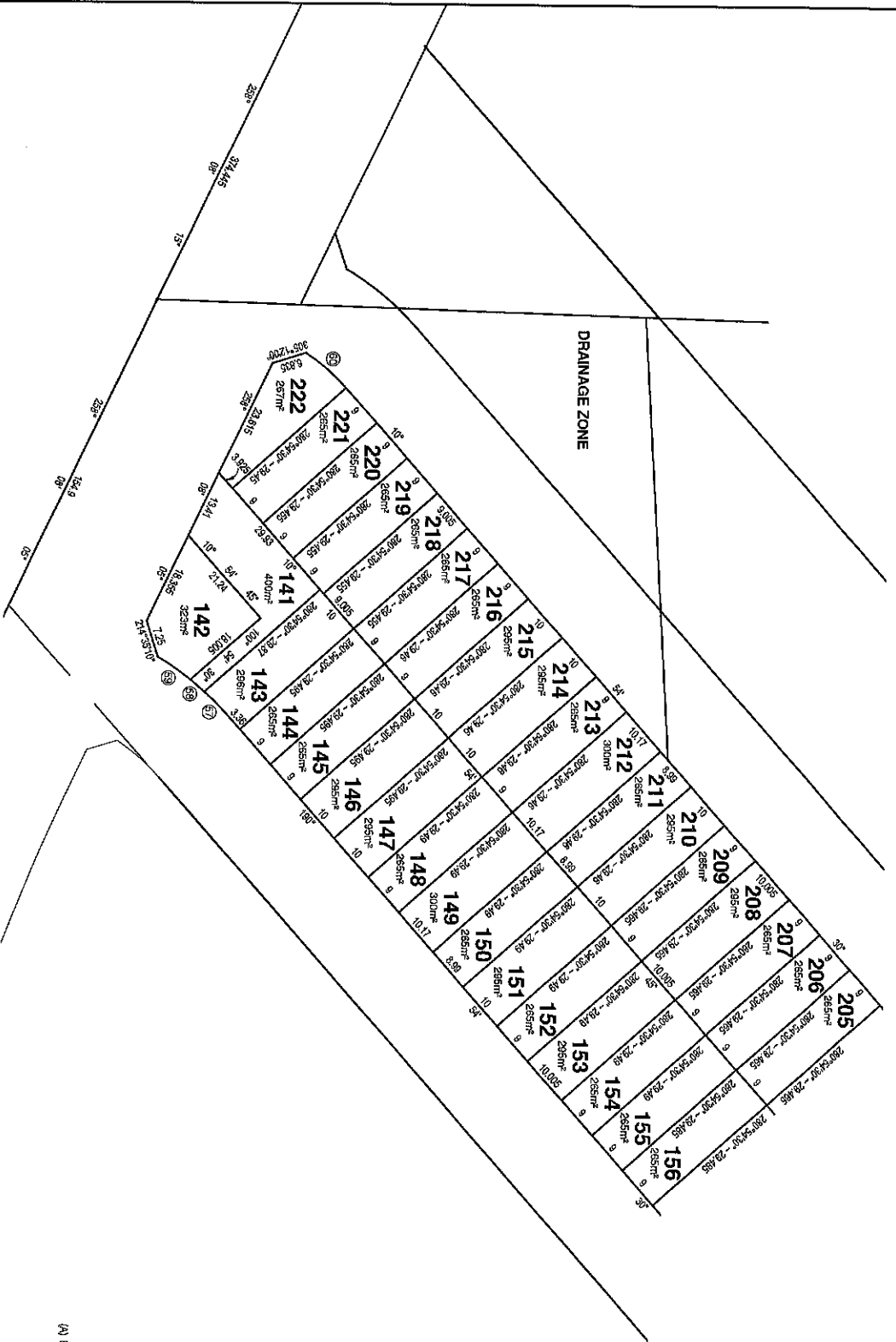
L.G.A. BLACKTOWN  
Locality: MARSDEN PARK  
Reduction Ratio: 1:800  
Lengths are in metres.

REGISTERED

DP DRAFT  
ISSUE E

(A) EASEMENT FOR TRANSMISSION LINE

SEE SHEET 4 FOR CONTINUATION



SCHEDULE OF CURVED & SHORT LINES				
No.	BEARING	DIST	ARC	RADIUS
57	187°40'15"	6.655	6.655	68.9
58	182°42'50"	3.595	3.595	58.9
59	177°14'25"	7.71	7.72	58.9
60	2°51'10"	10.385	10.38	41.1

(A) EASEMENT FOR TRANSMISSION LINE

NOTES:  
 1. ALL DIMENSIONS & AREAS ARE SUBJECT TO FINAL SURVEY  
 2. FINAL PLAN MUST INCLUDE VARIOUS EASEMENTS,  
 COVENANTS & RESTRICTIONS SUBJECT TO DA APPROVAL

Surveyor:  
 VICTORIA TESTER  
 Date of Survey: 21/11/2017  
 Surveyor's Lic. 6325

PROPOSED PLAN OF SUBDIVISION OF LOT 5 IN DP 235714

L.G.A.: BLACKTOWN  
 Locality: MARSDEN PARK  
 Radiation Factor: 1300  
 Lengths are in metres.

REGISTERED

DP DRAFT  
 ISSUE E

MGA



FOLIO: 5/235714

SEARCH DATE	TIME	EDITION NO	DATE
17/8/2018	12:28 PM	4	2/7/2018

LAND

LOT 5 IN DEPOSITED PLAN 235714  
AT MARSDEN PARK  
LOCAL GOVERNMENT AREA BLACKTOWN  
PARISH OF ROOTY HILL COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP235714

FIRST SCHEDULE

UPG 7 PTY LTD (T AM431928)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 K149223 EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM  
O767468 EASEMENT VESTED IN THE NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY
- 3 AM431929 MORTGAGE TO ALCEON GROUP NO.70 PTY LIMITED (SEE AN455972)  
AN455973 VARIATION OF MORTGAGE AM431929
- 4 AN355147 EASEMENT FOR UNDERGROUND CABLES 6 WIDE AFFECTING THE PART DESIGNATED (D) IN DP1228261

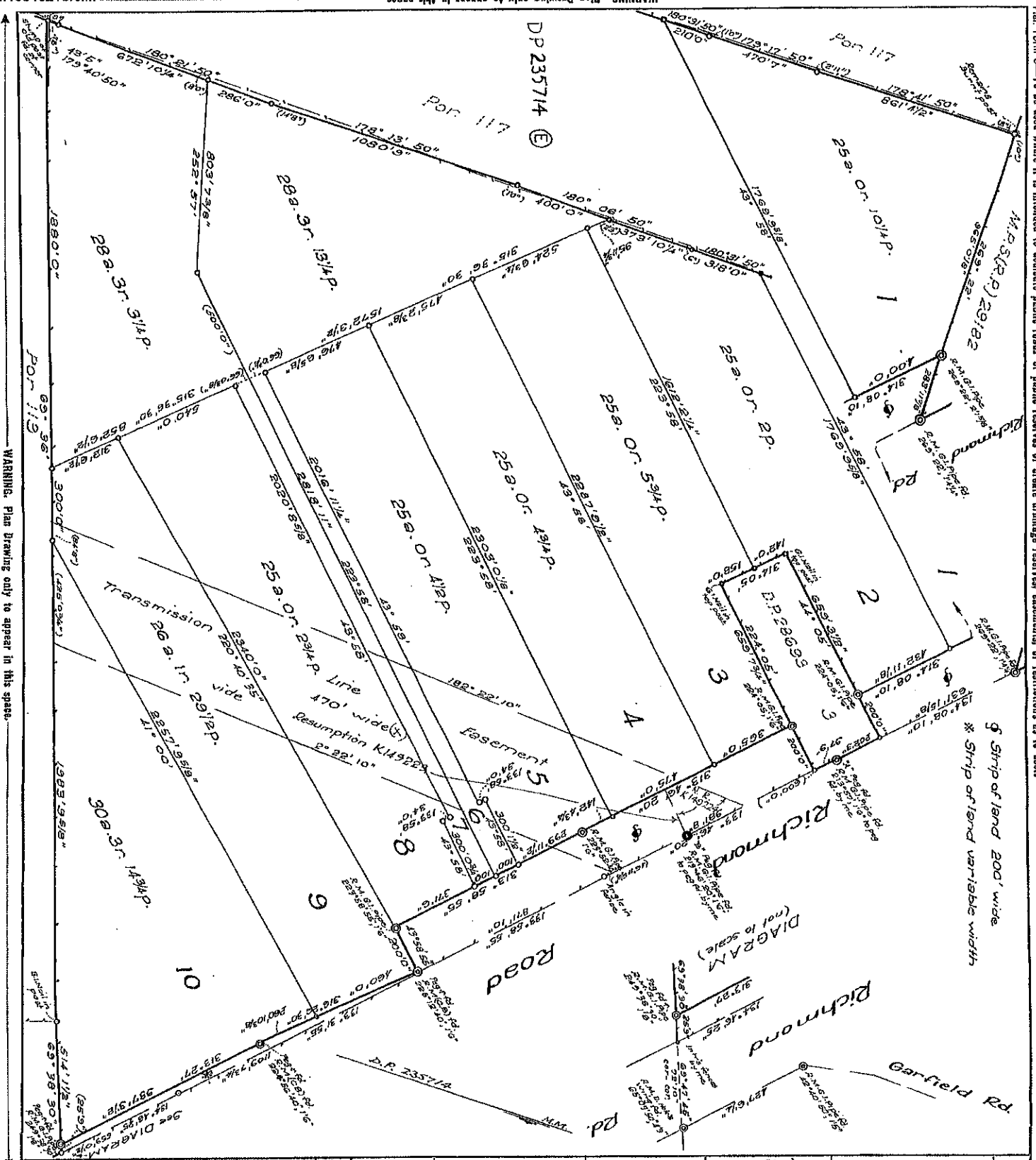
NOTATIONS

UNREGISTERED DEALINGS: DP1245610.

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

Plan Form 3.—To be used where it is intended to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user.

WARNING: Plan Drawing only to appear in this space.



WARNING: Plan Drawing only to appear in this space.

<p>D. P. 235714 (E)</p> <p>Registered: 14/4/3/1998 (S)</p> <p>CA. No. 4155, of 24-7-1966.</p> <p>Title System: TORRENS.</p> <p>Purpose: Subdivision.</p> <p>Ref. Map: Parish.</p> <p>Last Plan: P. 2328693 &amp; 2223539</p>	
<p>PLAN OF SUBDIVISION OF          Land in Lot 6 D.P. 223539          &amp; Lots 1, 2, 4 &amp; 5 D.P. 28693          "Blacktown N<sup>o</sup> Estate"</p>	
<p>Scale: 300 feet to an inch</p>	<p>Map/Sheet          Mfr. Blacktown.</p>
<p>Locality: Murrumbidgee, Parr. K.</p>	<p>Parish: Murrumbidgee.</p>
<p>County: Cumberland.</p>	<p>L. Barry Anthony HERMAN.</p>
<p>of D. P. 235714, Director.</p>	<p>A survey registered under the Surveyors Act, 1978, in accordance with the provisions of the said Act, and the Surveyor General, New South Wales, hereby certifies that the survey represented in this plan is accurate and has been made in accordance with the provisions of the said Act and the Survey Regulations, 1978, and was completed on 17/10/96.</p>
<p>Signature: Barry Anthony Herman.</p>	<p>Survey registered under the Surveyors Act, 1978, as amended, under the name of the Surveyor General, New South Wales, on 17/10/96.</p>
<p>Statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user. Signatures and Seals to appear in panel provided.</p>	<p>It is intended to dedicate the strips of land, 200' wide and variable width to the Public subject to the easements created by Resumptions Nos. K14923 and K14924.</p>
<p>Intention to dedication by me on 12/8/98.          Barry Anthony Herman,          Director of Blacktown City Council.</p>	<p>Surveyors Reference: 365/5223.</p>

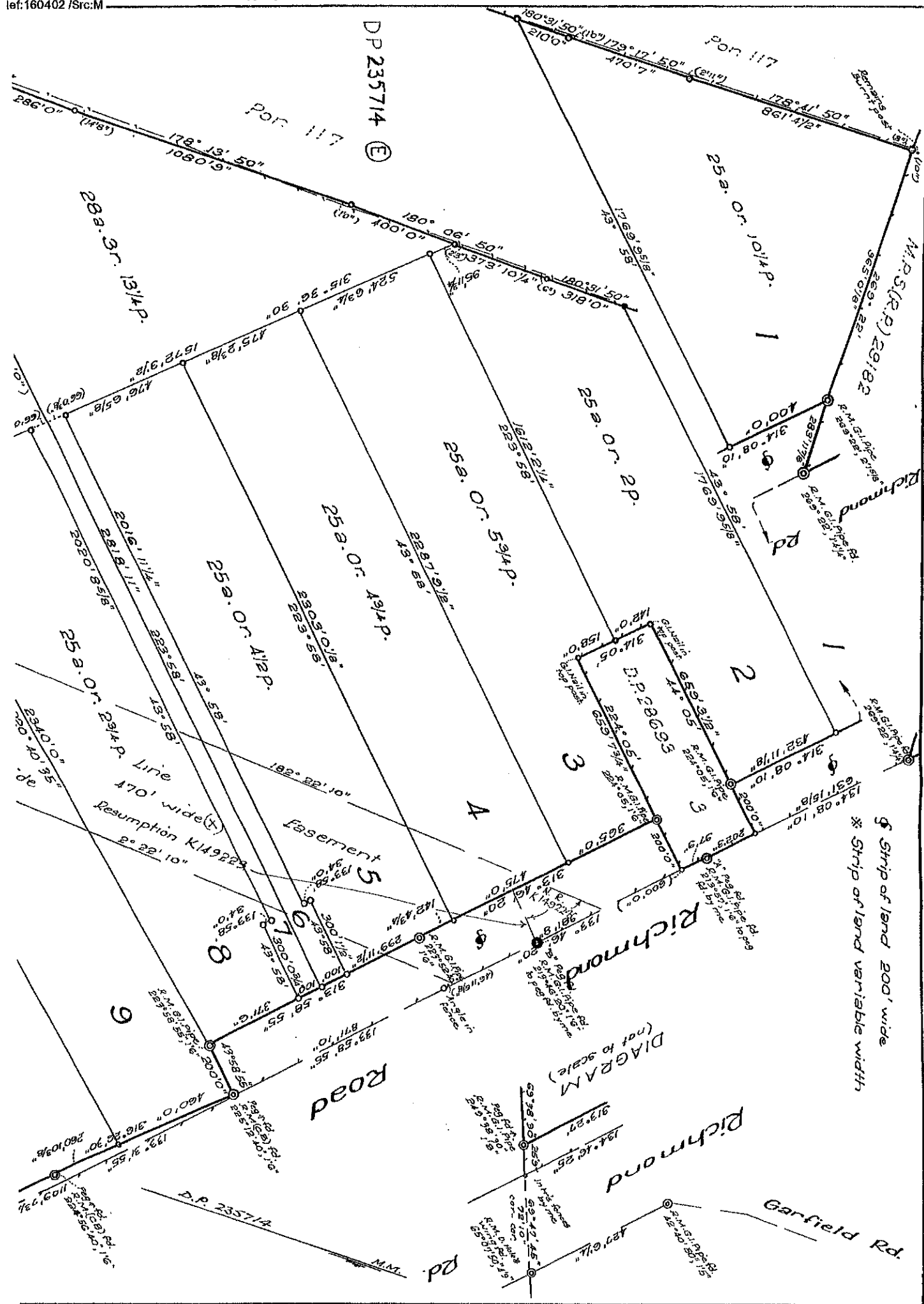
\* Strike out either (1) or (2). † Insert date of survey.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

OFFICE USE ONLY.



Plan Form 3—To be used where it is intended to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to users.







K 149223

D

CONVEYANCING ACT, 1919-1954  
REAL PROPERTY ACT, 1900

2110-0  
6-0

Aug 3-0-0  
15-0  
29/10/01

**Notice of Resumption of Land subject to the provisions  
of Real Property Act, 1900**

Office

I, JOHN WALTER HENRY State Crown Solicitor's/ DO HEREBY CERTIFY that the  
copy Gazette Notification hereunto, annexed is a true copy of the Gazette Notification contained in the

*Q* Government Gazette of the Twentythird day of July one thousand nine hundred  
an easement or right to the surface and the subsoil or undersurface of  
and sixtyfive, declaring that the land therein described, being the land mentioned in the Schedule

*Q* hereunder written, has been resumed. AND I REQUEST that you will deal with and give effect to the  
in so far as the land mentioned in the Schedule hereunder resumed is concerned  
said Notification/as if the same were a Memorandum of Transfer of the land therein described duly executed

under the Real Property Act, 1900, and I, the said JOHN WALTER HENRY

HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900,

AND I FURTHER CERTIFY that I was appointed by writing dated the Second day

of December, one thousand nine hundred and sixtyfour under his seal

by THE MINISTER FOR PUBLIC WORKS

to sign this Certificate on behalf of the said Minister and that I have received no notice  
or information of the revocation of such appointment.

**SCHEDULE**

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Pt. Lot 6		Deposited Plan 223539	PART O.T.	9871	166
		Being the land delineated in the plan annexed hereto marked "A"			
		Parish County			
Pt. Land in R.P.A. No. 24954		Rooty Hill Cumberland	PART O.T.	4709	24
		Being the land delineated in the plan annexed hereto marked "B"			

DATED this 28th day of October, in the year of Our Lord  
one thousand nine hundred and sixty-five

SIGNED by the said JOHN WALTER HENRY

in the presence of

THE REGISTRAR GENERAL  
SYDNEY.

*John Henry*  
*Stloyd*

Municipality of **Blackdown**

~~Shire of~~

**B O**

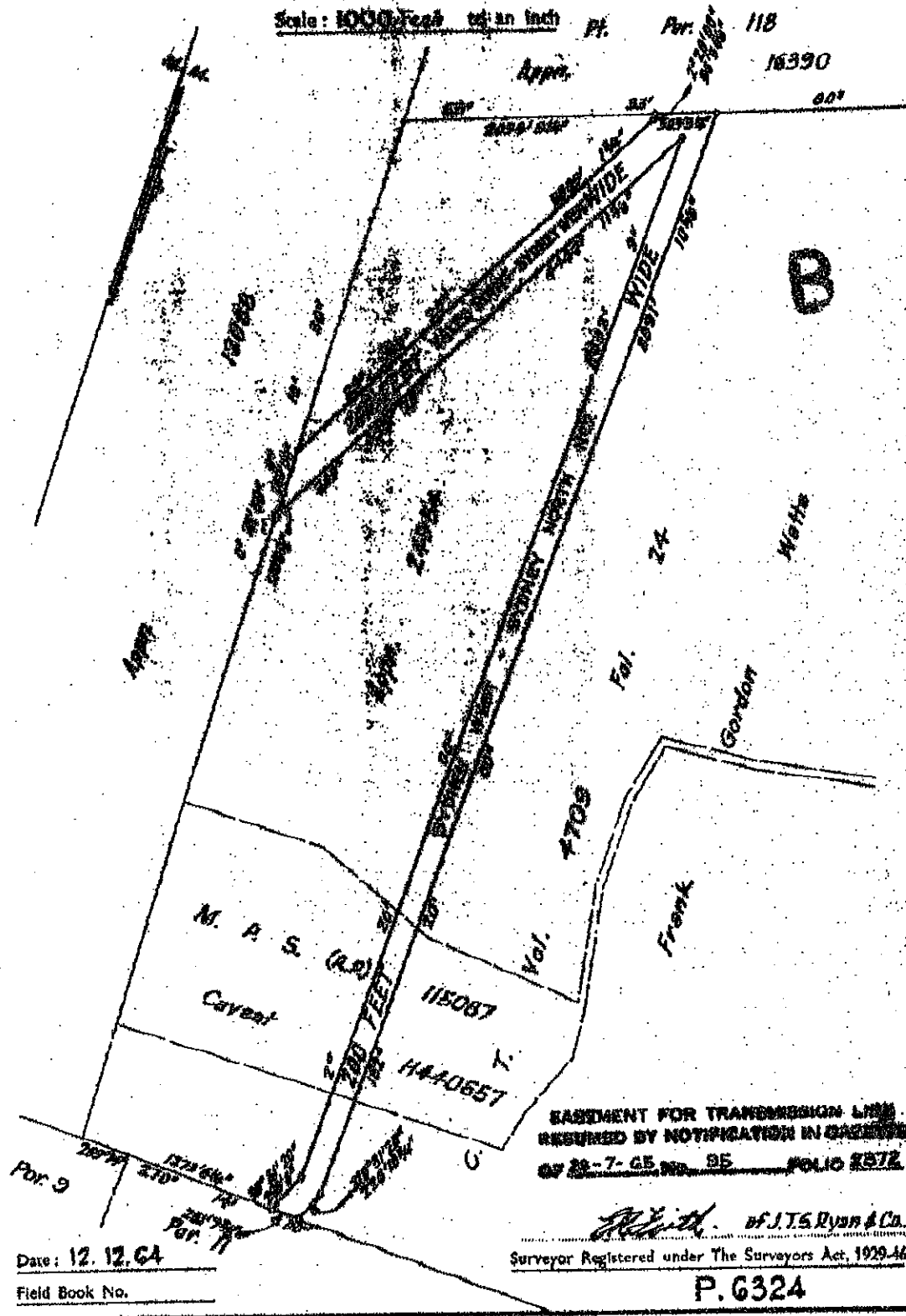
THE ELECTRICITY COMMISSION OF N.S.W.  
**VALES POINT - SYDNEY WEST**  
**SYDNEY WEST - SYDNEY NORTH N<sup>o</sup>2**  
**330KV. TRANSMISSION LINES**  
**PLAN**

SHOWING SITE OF EASEMENT PROPOSED TO BE ACQUIRED FOR TRANSMISSION LINES

**Parish of Rooty Hill County of Cumberland**

Scale: 1000 Feet to an Inch Pt. Per. 118

16390



EASEMENT FOR TRANSMISSION LINES  
REQUIRED BY NOTIFICATION IN GAZETTE  
OF 22-7-65 NO. 95 FOLIO 8372

Por. 9  
Date: 12. 12. 64  
Field Book No.

*[Signature]* of J.T.S. Ryan & Co.  
Surveyor Registered under The Surveyors Act, 1929-46

P. 6324

60402 /Src:M

Municipality of Blacktown  
Shire of

A

133

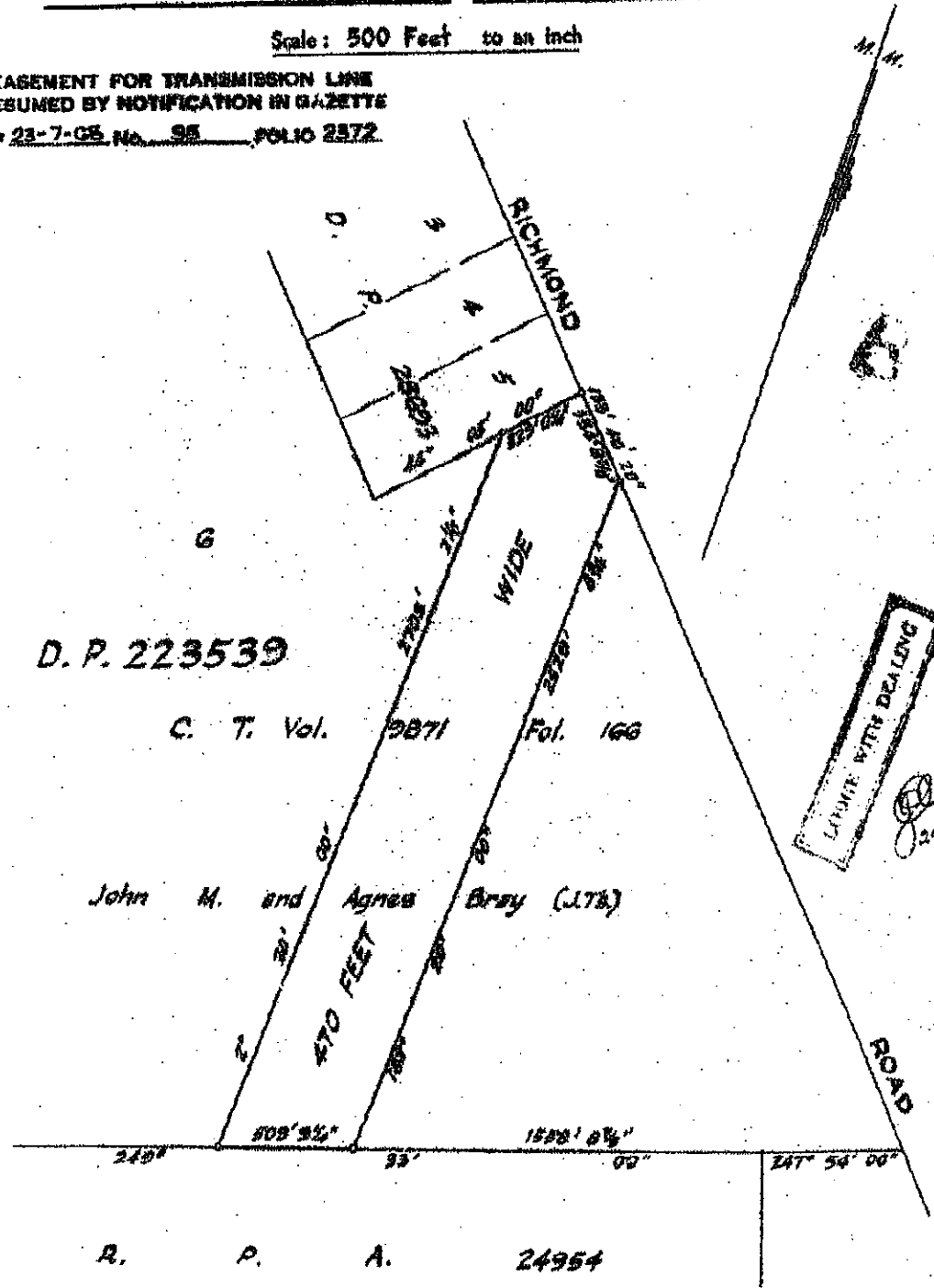
THE ELECTRICITY COMMISSION OF N.S.W.  
**VALES POINT - SYDNEY WEST**  
**SYDNEY WEST - SYDNEY NORTH N<sup>o</sup>2**  
**330KV. TRANSMISSION LINES**  
**PLAN**

SHOWING SITE OF EASEMENT PROPOSED TO BE ACQUIRED FOR TRANSMISSION LINES

Parish of Rooty Hill County of Cumberland

Scale: 500 Feet to an Inch

EASEMENT FOR TRANSMISSION LINE  
RESUMED BY NOTIFICATION IN GAZETTE  
OF 23-7-65, No. 95, FOLIO 2572



D. P. 223539

C. T. Vol. 9871 Fol. 166

John M. and Agnes Brsy (JTB)

LETTER WITH DEALING  
29.10

R. P. A. 24954

*Chas. Little*  
Surveyor Registered under The Surveyors Act, 1929-46

Date: 4.12.64  
Field Book No.

P/6323A

2

(Published in Government Gazette No. 95 of 23rd  
July, 1965.)

**ELECTRICITY COMMISSION ACT, 1950, AS AMENDED,  
—THE PUBLIC WORKS ACT, 1912, AS AMENDED  
VALES POINT-SYDNEY WEST 330KV TRANSMISSION LINES AND  
SYDNEY WEST-SYDNEY NORTH No. 2 330KV TRANSMIS-  
SION LINE**

**Acquisition of Easements**

APPLICATION by the Electricity Commission of New South Wales having been made that an easement or right to use the surface and the subsoil or undersurface of the lands described in the Schedule hereto be appropriated or resumed for the construction and maintenance of electricity transmission lines, it is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council that an easement or right as aforesaid over so much of the said land as is Crown land is hereby appropriated and an easement or right as aforesaid over so much of the said land as is private property is hereby resumed under Division 1 of Part V of the Public Works Act 1912, as amended, for the purpose aforesaid; and it is hereby further notified that the said easement or right is vested in the Electricity Commission of New South Wales.

Dated at Sydney, this 14th day of July, 1965.

E. W. WOODWARD, Governor.

By His Excellency's Command,

F. H. MORTON, Minister for Local Government.

**SCHEDULE**

All that piece or parcel of land situate in the Municipality of Blacktown, parish of Rooly Hill and county of Cumberland, being part of lot 6, Deposited Plan No. 223,539; Commencing at the easternmost corner of lot 5, Deposited Plan No. 28,693; and bounded thence on the north-east by a south-western side of Richmond Road bearing 133 degrees 46 minutes 20 seconds 334 feet 8½ inches; on the east by a line bearing 182 degrees 20 minutes 2.529 feet 8½ inches to the south-eastern boundary of the said lot 6; on the south-east by part of that boundary bearing 249 degrees 33 minutes 509 feet 9½ inches; on the west by a line bearing 2 degrees 20 minutes 2.703 feet 2½ inches to the south-eastern boundary of the said lot 5, Deposited Plan No. 28,693; thence on the north-west by part of that boundary bearing 44 degrees 5 minutes 329 feet 0½ inch to the point of commencement, — and said to be in the possession of J. M. and A. Bray (P. 6,323A) (133) (24).

And also, all that piece or parcel of land situate as last aforesaid, being part of the land in Real Property Application 24,954; (commencing at a point on the northernmost north-western boundary of the land in Real Property Application 24,954 bearing 69 degrees 33 minutes distant 2,094 feet 9½ inches from the north-western corner of that land; and bounded thence on the north-west by part of that north-western boundary bearing 69 degrees 33 minutes 509 feet 9½ inches; on the east and south-east by lines bearing 182 degrees 20 minutes 8,991 feet 10½ inches and 210 degrees 31 minutes 20 seconds 226 feet 10½ inches respectively to the southern boundary of the land in Real Property Application 24,954; on the south by part of that boundary bearing 270 degrees 14 minutes 231 feet 7½ inches; on the north-west and west by lines bearing 30 degrees 31 minutes 20 seconds 293 feet 6 inches and 2 degrees 20 minutes 8,632 feet 9 inches respectively; again on the south-east by a line bearing 209 degrees 49 minutes 20 seconds 4,447 feet 11½ inches to the western boundary of the aforesaid land in Real Property Application 24,954; on the west by parts of that boundary bearing successively 26 minutes 30 seconds 168 feet 0½ inch and 10 minutes 30 seconds 369 feet 11 inches; again on the north-west and west by lines bearing 29 degrees 49 minutes 20 seconds 3,905 feet 12 inches and 2 degrees 20 minutes 56 feet 3½ inches respectively to the point of commencement;—and said to be in the possession of Frank G. Watts (P. 6,324) (134) (23) (File 23,070, Schedule 68). (3578)

Sydney: V. C. F. Night, Government Printer—1965

This is the copy Gazette Notification referred to in the annexed Certificate.

Witness

*W. Lloyd* *J. K. King*

K 149223

No. ....

LODGED by  
State Crown Solicitor,  
237 Macquarie Street,  
Sydney.

NOTICE OF RESUMPTION

*of Easement for Transmission Lines.*

*RB*

M.P.D.

Particulars entered in Register Book,

Vol. 9871 . Fol. 166 

P
---

  
4709 24

day of *March* the *15<sup>th</sup>* 1966  
at *—* minutes *10*  
o'clock in the *fore* noon.

*Jawdatsoni*   
Registrar-General.



97-11R



# REQUEST

Real Property Act 1900



0  
767468 P

(A) **STAMP DUTY**  
If applicable.

Office of State Revenue use only
----------------------------------

(B) **TITLE**  
Show no more than 20.

<b>SEE SCHEDULE</b>	
---------------------	--

(C) **REGISTERED DEALING**  
If applicable.

<b>SEE SCHEDULE</b>
---------------------

(D) **LODGED BY**

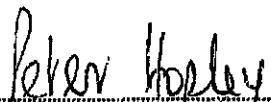
L.T.O. Box	Name, Address or DX and Telephone	Dealing Code
1170R	<b>PETER HOPLEY</b> <b>9 MARTIN STREET</b> <b>ROSELANDS, NSW, 2196</b>	
REFERENCE (max 15 characters):		

(E) **APPLICANT**

**THE NEW SOUTH WALES ELECTRICITY TRANSMISSION  
AUTHORITY**

(F) **REQUEST**

**REQUESTS:**  
 The Registrar - General pursuant to Section 46C of the Real Property Act 1900, to record the **NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY** as the proprietor of the estate and interest in the easements defined in the Schedule hereto, in respect of which the Electricity Commission of New South Wales is registered as proprietor, such estate and interest having been transferred to the New South Wales Electricity Transmission Authority by virtue of Clause 4 (1) of Schedule 2 to the Electricity Transmission Authority Act, 1994.

  
 \_\_\_\_\_  
**PETER HOPLEY**  
 Authorised Agent of  
 New South Wales Electricity  
 Transmission Authority

CHECKED BY (office use only)

<i>WA</i>
-----------

VALES POINT - SYDNEY WEST 330 KV TRANSMISSION LINE

INDEX	PLAN	TITLE & DESCRIPTION				METHOD OF CREATION			DEALING
127	P6317	LOT 1	DP 594977	FI 1 / 594977	R.GG 1.10.1965	NO 128	FOL. 3207	K250025	
		LOT 210	DP 830505	FI 210 / 830505	R.GG 1.10.1965	NO 128	FOL. 3207	K250025	
		LOT 211	DP 830505	FI 211 / 830505	R.GG 1.10.1965	NO 128	FOL. 3207	K250025	
128	P6318	LOT 12	DP 816720	FI 12 / 816720	R.GG 1.10.1965	NO 128	FOL. 3207	K230248	
129	P6319	LOT 1	DP 57249	FI 1 / 57249	R.GG 1.10.1965	NO 128	FOL. 3207	K230248	
130	P6320	LOT 13	DP 816720	FI 13 / 816720	R.GG 1.10.1965	NO 128	FOL. 3207	K230248	
131	P6321	LOT 99	DP 752061	FI 99 / 752061	R.GG 1.10.1965	NO 128	FOL. 3207	K230248	
132	P6322A	LOT 4	DP 235714	FI 4 / 235714	R.GG 23.7.1965	NO 95	FOL. 2374	K149223	
133	P6323A	LOT 4	DP 235714	FI 4 / 235714	R.GG 23.7.1965	NO 95	FOL. 2374	K149224	
		LOT 5	DP 235714	FI 5 / 235714	R.GG 23.7.1965	NO 95	FOL. 2374	K149223	
		LOT 6	DP 235714	FI 6 / 235714	R.GG 23.7.1965	NO 95	FOL. 2374	K149223	
		LOT 7	DP 235714	FI 7 / 235714	R.GG 23.7.1965	NO 95	FOL. 2374	K149223	
		LOT 8	DP 235714	FI 8 / 235714	R.GG 23.7.1965	NO 95	FOL. 2374	K149223	
		LOT 9	DP 235714	FI 9 / 235714	R.GG 23.7.1965	NO 95	FOL. 2374	K149223	
		LOT 10	DP 235714	FI 10 / 235714	R.GG 23.7.1965	NO 95	FOL. 2374	K149223	
		LOT 2	DP 262886	FI 2 / 262886	R.GG 23.7.1965	NO 95	FOL. 2374	K149223	
		LOT 3	DP 262886	FI 3 / 262886	R.GG 23.7.1965	NO 95	FOL. 2374	K149223	
135	P6561	LOT 1	DP 447543	FI 1 / 447543	TRANSFER and GRANT			K503344	

(G)

STANDARD EXECUTION

Certified correct for the purposes of the Real Property Act 1900.

DATE ..... 27th November 1995 .....

Signed in my presence by the Applicant who is personally known to me.

*Elizabeth Mitchell*  
.....  
Signature of Witness

ELIZABETH MITCHELL  
.....  
Name of Witness (BLOCK LETTERS)

4 NORTH LIVERPOOL ROAD, HECKENBERG, NSW, 2168  
.....  
Address of Witness

*Peter Hopky*  
.....  
Signature of Applicant

Authorised Agent of  
New South Wales Electricity  
Transmission Authority

0

767468

EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at .....  
in the State of ..... on ..... 19 ..... in the presence of

.....  
Signature of Witness

.....  
Name of Witness (BLOCK LETTERS)

.....  
Address and Qualification of Witness

.....  
Signature of Applicant

**TRANSFER**  
**GRANTING EASEMENT**  
New South Wales  
Real Property Act 1900



**AN355147J**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	Servient Tenement	Dominant Tenement
	5/235714	EASEMENT IN GROSS

(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	673T	ENDEAVOUR ENERGY - DX8148 BLACKTOWN - ATT:JOHN LUCICH john.lucich@endeavourenergy.com.au - 42522817 Customer Account #102871V Reference: JL - RP4794	<b>TG</b>

(C) TRANSFEROR

UPG 7 PTY LIMITED - ABN: 22 602 423 530

(D) The transferor acknowledges receipt of the consideration of \$ \_\_\_\_\_ and transfers and grants—

(E) DESCRIPTION OF EASEMENT

EASEMENT FOR UNDERGROUND CABLES 6 WIDE SHOWN AS (D) IN DP1228261 ON THE TERMS SET OUT IN ANNEXURE A

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) TRANSFEEE

Epsilon Distribution Ministerial Holding Corporation - ABN 59 253 130 878  
Ref: RP4794

DATE 30/4/2018

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: UPG 7 PTY LIMITED ABN: 22 602 423 530  
Authority: section 127 of the Corporations Act 2001

*B. Bhushan*

Signature of authorised person: \_\_\_\_\_ Signature of authorised person: \_\_\_\_\_

Name of authorised person: BHART BHUSHAN  
Office held: Sole Director / Secretary

Name of authorised person: \_\_\_\_\_  
Office held: Director

I certify that I am an eligible witness and that the Transferee's attorney signed this dealing in my presence. [See note\* below]

Certified correct for the purposes of the Real Property Act 1900 by the attorney named below who signed this instrument pursuant to the power of attorney specified for Endeavour Energy Network Asset Partnership (ABN 30 586 412 717) on behalf of Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878) pursuant to section 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)

Signature of witness: *Natasha Issac*  
Name of witness: NATASHA ISSAC  
Address of witness: ENDEAVOUR ENERGY  
c/ 51 Huntingwood Drive  
HUNTINGWOOD

Signature of attorney: *Helen Smith*  
Attorney's name: Helen Smith  
Position held: Manager Property & Fleet  
Signing on behalf of: Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)  
Power of attorney: Book 4734 No.883

# TRANSFER GRANTING EASEMENT

## ANNEXURE A


TORRENS TITLE	Servient Tenement	Dominant Tenement
	5/235714	EASEMENT IN GROSS
TRANSFEROR	UPG 7 PTY LIMITED – ABN: 22 602 423 530	
EASEMENT	TERMS OF EASEMENT FOR UNDERGROUND CABLES 6 WIDE	
TRANSFEEEE	EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION (ABN 59 253 130 878) - REF: RP4794	

### 1.0 Definitions

- 1.1 **easement site** means that part of the servient tenement that is affected by the easement defined on DP1228261.
- 1.2 **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system, and ancillary equipment.
- 1.3 **Transferee** means Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878) and its successors (who may exercise its rights by any persons authorised by it).
- 1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.5 **Transferor** means the registered proprietor of the servient tenement and its successors (including those claiming under or through the registered proprietor).
- 1.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.7 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

### 2.0 The Transferee may:

- 2.1 install electrical equipment within the easement site,
- 2.2 excavate the easement site to install the electrical equipment.
- 2.3 use the electrical equipment for the transmission of electricity,
- 2.4 enter the servient tenement using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
- 2.5 trim or remove any vegetation from the servient tenement that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
- 2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

  
 .....  
 Attorney for the Transferor  
 Grant Bhushan


  
 .....  
 Attorney for the Transferee

# TRANSFER GRANTING EASEMENT

## ANNEXURE A

TORRENS TITLE	Servient Tenement	Dominant Tenement
	5/235714	EASEMENT IN GROSS
TRANSFEROR	UPG 7 PTY LIMITED – ABN: 22 602 423 530	
EASEMENT	TERMS OF EASEMENT FOR UNDERGROUND CABLES 6 WIDE	
TRANSFeree	EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION (ABN 59 253 130 878) - REF: RP4794	

- 3.0 In exercising its rights under this easement the Transferee will take reasonable precautions to minimise disturbance to the servient tenement and will restore the servient tenement as nearly as practicable to its original condition.
- 4.0 The Transferor agrees that, without the prior written permission of the Transferee and in accordance with such conditions as the Transferee may reasonably impose, it will not:
- 4.1 install or permit to be installed any services or structure within the easement site, or
- 4.2 alter the surface level of the easement site, or
- 4.3 do or permit to be done anything that restricts access to the easement site by The Transferee.
- 5.0 The Transferee will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the servient tenement.
- 6.0 Lessee of The Transferee's Distribution System
- 6.1 Notwithstanding any other provision in this easement, the Transferor grants to the Transferee the easement and acknowledges and agrees that any lessee of the Transferee's distribution system, and any nominee of such lessee (which may include a sub lessee of the Transferee's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the Transferee as if that lessee or nominee were the Transferee, but only for so long as the lessee leases the Transferee's distribution system from the Transferee.

  
 .....  
 Attorney for the Transferor  
 Bharti Bhushan

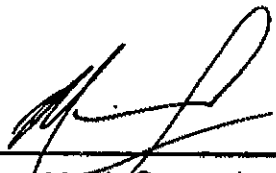
  
 .....  
 Attorney for the Transferee


**TRANSFER GRANTING EASEMENT****ANNEXURE B**

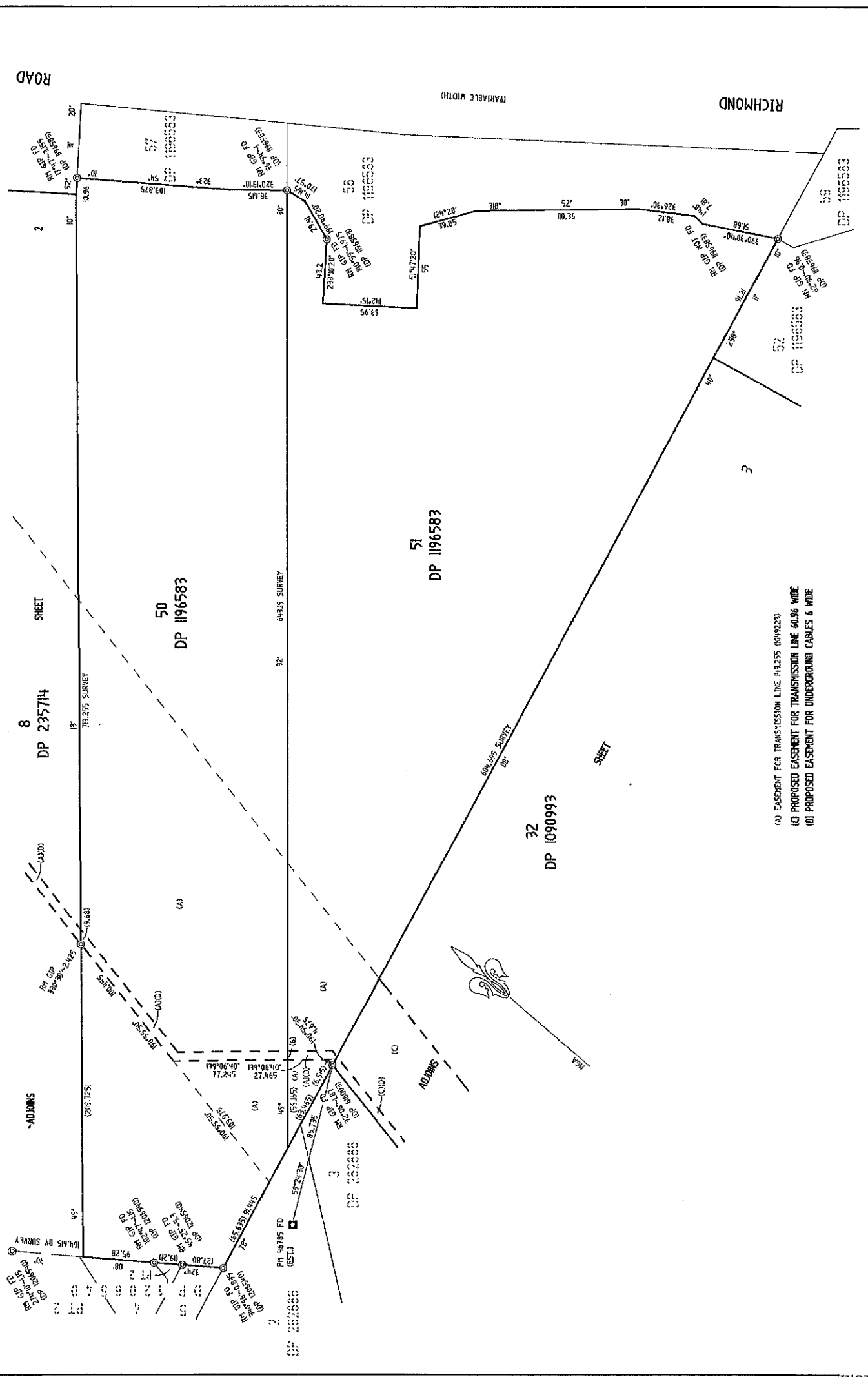
<b>TORRENS TITLE</b>	Servient Tenement	Dominant Tenement
	5/235714	<b>EASEMENT IN GROSS</b>
<b>TRANSFEROR</b>	UPG 7 PTY LIMITED – ABN: 22 602 423 530	
<b>EASEMENT</b>	TERMS OF EASEMENT FOR UNDERGROUND CABLES 6 WIDE	
<b>TRANSFEREE</b>	EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION (ABN 59 253 130 878) - REF: RP4794	

**Consent of Mortgagee – Mortgage AM43129**

**ALCEON Group No.55 PTY LIMITED**, being the Mortgagee under dealing AM43129 on Certificate of title folio 5/235714, hereby consents to the registration of the Transfer Granting Easement creating an easement for Underground Cables in favour of Epsilon Distribution Ministerial Holding Corporation.

  
 \_\_\_\_\_  
**Morris Symonds**  
 Director

  
 \_\_\_\_\_  
**Melanie Hedges**  
 Secretary



<p>PLANFORM 2 (A2) DP1228261</p>	<p>WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION</p>	<p>SHEET 1 OF 3 SHEETS</p>	<p>PLAN OF PROPOSED EASEMENTS OVER LOT 5 DP 262886, LOT 32 DP 1090993, LOTS 50 &amp; 51 DP 1196583, LOTS 5 &amp; 8 DP 235714, LOTS 165 &amp; 173 DP 119299 &amp; LOT 3 DP 1206540</p>	<p>Surveyor: ANDREW J EDWARDS MCKINLAY MORGAN &amp; ASSOC. P/L PO BOX 217 WINNSBORO 2756 Date of Survey: 2/02/2015 Surveyor's Reference: 99528DP1, RP4194 Z0641100 (557) PARTIAL SURVEY</p>	<p>L G A: BLACKTOWN Locality: MARSDEN PARK Subdivision No.: Lengths are in metres. Reduction Ratio 1:500</p>	<p>Registered 31.01.2017 DP1228261</p>
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**SCHEDULE OF SHORT BOUNDARIES**

No.	BEARING	DISTANCE
1	52°30'00" - 31.6	31.6
2	47°55'30" - 29.2	29.2
3	7°30'00" - 7.07	7.07
4	95°40'00" - 3	3
5	107°54'55" - 13.895	13.895

**SCHEDULE OF CURVED BOUNDARIES**

No.	BEARING	CURVED ARC	RADIUS
1	250°00'00"	0.813	0.21
2	250°00'00"	0.813	0.21
3	250°00'00"	0.813	0.21
4	250°00'00"	0.813	0.21
5	250°00'00"	0.813	0.21
6	250°00'00"	0.813	0.21
7	250°00'00"	0.813	0.21
8	250°00'00"	0.813	0.21

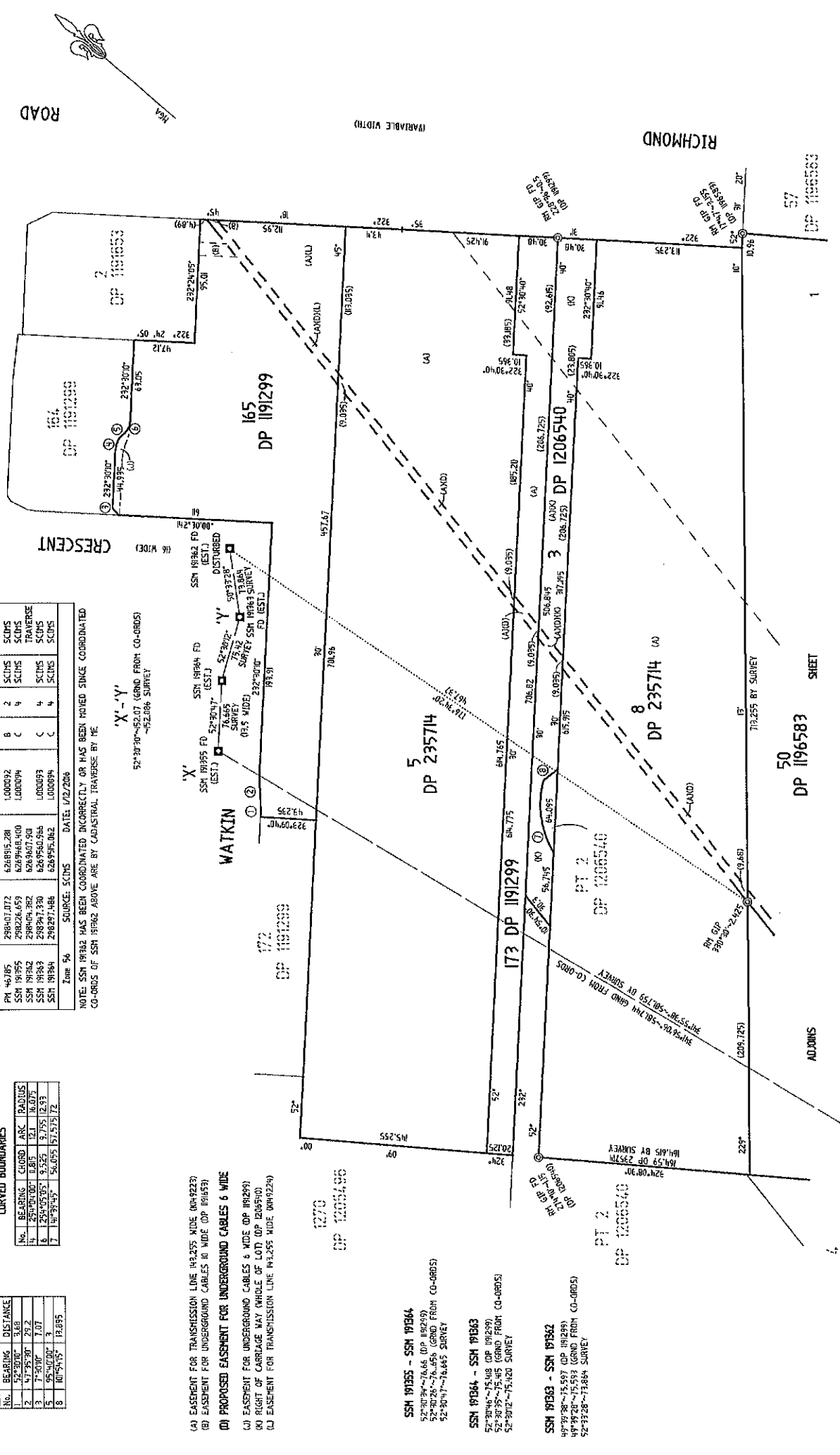
**FIGA CO-ORDINATE SCHEDULE - SURVEYING & SPATIAL INFORMATION REGULATION 2012**

MARK	EASTING	NORTHING	COMBINED SF	CLASS	ORDER	ORIGIN	METHOD
PM 46785	298407.072	626895.281	1.000094	B	2	SCMS	SCMS
SSM 191955	298226.659	626946.400	1.000094	C	4	SCMS	TRVERSE
SSM 191962	298407.362	6269407.900	1.000094	C	4	SCMS	SCMS
SSM 191963	298471.330	626956.966	1.000094	C	4	SCMS	SCMS
SSM 191964	298297.486	626995.062	1.000094	C	4	SCMS	SCMS

Zone 56 SOURCE: SCMS DATE: 1/12/2016

NOTE: SSM 191962 HAS BEEN COORDINATED INCORRECTLY OR HAS BEEN MOVED SINCE COORDINATED CO-ORDS OF SSM 191962 ABOVE ARE BY CADASTRAL TRAVERSE BY ME.

'X' - 'Y' 52°30'00" - 452.07 (GRND FROM CO-ORDS) - 452.06 SURVEY



- (A) EASEMENT FOR TRANSMISSION LINE 143.255 WIDE (M49222)
- (B) EASEMENT FOR UNDERGROUND CABLES 10 WIDE (DP 191653)
- (C) PROPOSED EASEMENT FOR UNDERGROUND CABLES 6 WIDE
- (D) EASEMENT FOR UNDERGROUND CABLES 6 WIDE (DP 191299)
- (E) RIGHT OF CARRIAGE WAY WHOLE OF LOT (DP 191654)
- (F) EASEMENT FOR TRANSMISSION LINE 143.255 WIDE (M49224)

- SSM 191955 - SSM 191964  
52°30'00" - 76.66 (DP 191299)  
52°30'26" - 76.66 (GRND FROM CO-ORDS)  
52°30'47" - 76.66 SURVEY
- SSM 191964 - SSM 191963  
52°30'46" - 75.48 (DP 191299)  
52°30'55" - 75.45 (GRND FROM CO-ORDS)  
52°30'12" - 75.42 SURVEY
- SSM 191963 - SSM 191962  
49°59'58" - 75.597 (DP 191299)  
49°59'28" - 75.593 (GRND FROM CO-ORDS)  
52°32'28" - 73.884 SURVEY

Registered

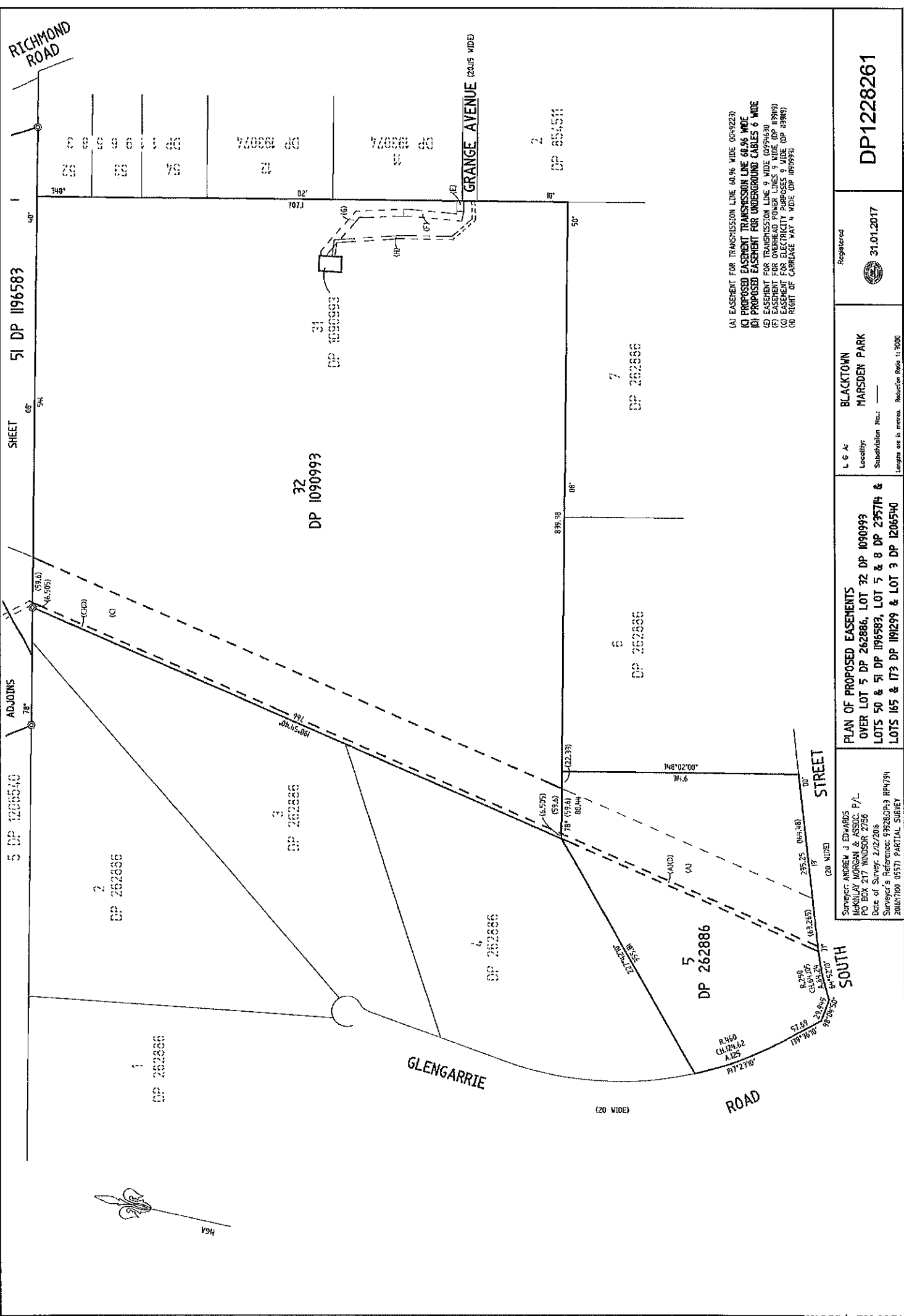
31.01.2017

BLACKTOWN MARDEN PARK

PLAN OF PROPOSED EASEMENTS  
OVER LOT 5 DP 262886, LOT 32 DP 190999,  
LOTS 50 & 51 DP 196583, LOTS 5 & 8 DP 235714,  
LOTS 165 & 173 DP 1191299 & LOT 3 DP 1206540

Surveyor: ANDREW J EDWARDS  
MCKINLAY MORGAN & ASSOC. P/L  
PO BOX 217 WINDSOR 2756  
Date of Survey: 2/12/2016  
Surveyor's References: 9928ADP-2, RP1794  
Z018RT00 (557) PARTIAL SURVEY

Lengths are in metres. Reduction Ratio 1:2000



- (A) EASEMENT FOR TRANSMISSION LINE 60.96 WIDE (0949223)
- (B) PROPOSED EASEMENT TRANSMISSION LINE 60.96 WIDE
- (C) PROPOSED EASEMENT FOR UNDERGROUND CABLES 6 WIDE
- (D) EASEMENT FOR TRANSMISSION LINE 9 WIDE (0959630)
- (E) EASEMENT FOR OVERHEAD POWER LINES 9 WIDE (DP 1090993)
- (F) EASEMENT FOR ELECTRICITY PURPOSES 9 WIDE (DP 1090993)
- (G) RIGHT OF CARRIAGE WAY 4 WIDE (DP 1090993)

<p>PLAN OF PROPOSED EASEMENTS OVER LOT 5 DP 262886, LOT 32 DP 1090993 LOTS 50 &amp; 51 DP 196583, LOT 5 &amp; 8 DP 235714 &amp; LOTS 165 &amp; 173 DP 191299 &amp; LOT 3 DP 1206540</p>	<p>BLACKTOWN MARSDEN PARK</p>	<p>Registered 31.01.2017</p>	<p>DP1228261</p>
<p>Surveyor: ANDREW J EDWARDS MCKINLAY MORGAN &amp; ASSOC. P/L PO BOX 217 WINDSOR 2756 Date of Survey: 2/12/2016 Surveyor's Reference: 9928/DP-3 RPL/194 2016/1700 (557) PARTIAL SURVEY</p>	<p>L C A: Locality: Subdivision No.:</p>	<p>Lengths are in metres. Reduction Ratio: 1:3000</p>	


PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheets.

Office Use Only

Registered:  31.01.2017  
 Title System: TORRENS  
 Purpose: PROPOSED EASEMENT

Office Use Only

DP1228261

PLAN OF PROPOSED EASEMENTS OVER LOT 5 DP 262886, LOT 32 DP 1090993, LOTS 50 & 51 DP 1196583, LOTS 5 & 8 DP 235714, LOTS 165 & 173 DP 1191299 & LOT 3 DP 1206540

LGA: BLACKTOWN  
 Locality: MARSDEN PARK  
 Parish: ROOTY HILL  
 County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ..... \*Authorised Person\\*General Manager\\*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation No.: .....

Consent Authority: .....

Date of Endorsement: .....

Subdivision Certificate No.: .....

File No.: .....

\* Strike through if inapplicable.

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

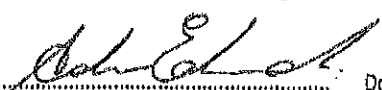
Survey Certificate

I, ANDREW J EDWARDS  
 of MCKINLAY MORGAN & ASSOC. P/L, BOX 217 WINDSOR 2756  
 a surveyor registered under the Surveying & Spatial Information Act 2002 certify that:

\* (a) The land shown in the plan was surveyed in accordance with the Surveying & Spatial Information Regulation 2012, is accurate and was completed on .....

\* (b) The part of the land shown in the plan (\*being/\*excluding^ ..... EASEMENT OVER LOTS 50 & 51 DP 1196583 ..... ) was surveyed in accordance with the Surveying & Spatial Information Regulation 2012, is accurate and the survey was completed on ..... 2/12/2016 ..... the part not surveyed was compiled in accordance with that Regulation.

\* (c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.

Signature:  Dated: 14/1/17

Surveyor ID: ..... 985 .....

Datum Line: ..... 'X'-'Y' .....

Type: ~~Urban~~/Rural

The terrain is \*Level-Undulating / ~~\*Steep-Mountainous~~

\* Strike through if inapplicable.

^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Plans used in the preparation of survey/compilation

- DP 235714
- DP 262886
- DP 1090993
- DP 1139119
- DP 1191299
- DP 1191653
- DP 1196583

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference: 93928:DP:1 RP4794  
 2016M7100 (1557) PARTIAL SURVEY

## Applicant Details

Your reference 160402

INFO TRACK  
DX 578  
SYDNEY

## Certificate Details

Certificate no.	PL2018/07301	Fee: \$53.00
Date issued	23 August 2018	Urgency fee: N/A
Receipt no.	ePay Ref 12254	

## Property information

Property ID	122737	Land ID	122737
Legal description	LOT 5 DP 235714		
Address	1160 RICHMOND ROAD MARSDEN PARK NSW 2765		
County	CUMBERLAND	Parish	ROOTYHILL

## PLANNING CERTIFICATE (Section 10.7(2))

Blacktown City Council prepared this Planning Certificate under Section 10.7 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with Schedule 4 of the *Environmental Planning and Assessment Regulation 2000*.

## Disclaimer

Blacktown City Council gives notice and points out to all users of the information supplied herein, that the information herein has been compiled by Council from sources outside of Council's control. While the information herein is provided with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use, and every user of such information is advised to make all necessary enquiries from the appropriate organisations, institutions and the like.

Blacktown City Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.

**Council Chambers** • 62 Flushcombe Road • Blacktown NSW 2148  
**Telephone:** (02) 9839 6000 • **Facsimile:** (02) 9831-1961 • DX 8117 Blacktown  
**Email:** 149certificates@blacktown.nsw.gov.au • **Website:** www.blacktown.nsw.gov.au  
**All correspondence to:** The General Manager • PO Box 63 • Blacktown NSW 2148

## Section 10.7(2)

The following information is provided under Section 10.7(2) of the *Environmental Planning and Assessment Act 1979*. The information relates to the subject land at the date of this Certificate.

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### 1. Names of relevant planning instruments and development control plans

#### 1.1 Environmental Planning Instrument

As at the date of this certificate the abovementioned land is not affected by Blacktown Local Environmental Plan 2015.

The land is affected by the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*.

#### 1.2 Proposed Local Environmental Plans

Not applicable.

#### 1.3 State Environmental Planning Policies

Attachment 1 contains a list of State Environmental Planning Policies that may apply to the carrying out of development on the subject land.

#### 1.4 Proposed State Environmental Planning Policies

Draft amendments to *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* to implement actions from the North West Priority Growth Area Land Use and Infrastructure Implementation Plan applies to the land.

#### 1.5 Development control plans

As at the date of this certificate the abovementioned land is affected by the NSW Government's *Blacktown City Council Growth Centre Precincts Development Control Plan 2014*.

*Blacktown Development Control Plan 2015* generally does not apply to land that a Precinct Plan applies to, except where specifically referred to in the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* or the *Growth Centre Precincts Development Control Plan 2014*.

## 2. Zoning and land use under relevant environmental planning instruments

*The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.*

### 2.1 Zoning

Under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*, the land is zoned:

#### **Zone R2 Low Density Residential**

Below is an extract from the principal Environmental Planning Instrument, outlining the types of development that may or may not be carried out in the above zone.

##### **2 Permitted without consent**

*Home occupations*

##### **3 Permitted with consent**

*Bed and breakfast accommodation; Boarding houses; Business identification signs; Child care centres; Community facilities; Drainage; Dual occupancies; Dwelling houses; Earthworks; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Information and education facilities; Neighbourhood shops; Places of public worship; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings; Veterinary hospitals*

##### **4 Prohibited**

*Any development not specified in item 2 or 3.*

#### **Zone SP2 Infrastructure**

Below is an extract from the principal Environmental Planning Instrument, outlining the types of development that may or may not be carried out in the above zone.

##### **2 Permitted without consent**

*Nil*

##### **3 Permitted with consent**

*The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose; Drainage; Earthworks; Environmental protection works; Flood mitigation works; Roads; Sewerage systems; Water recycling facilities; Waterbodies (artificial)*

**4 Prohibited**

*Any development not specified in item 2 or 3.*

**2.2 Minimum land dimensions for the erection of a dwelling house**

Not applicable

**2.3 Critical habitat**

The land does not include or comprise a critical habitat.

Note: Critical habitat registers are kept by the National Parks and Wildlife Service under the *Threatened Species Conservation Act 1995* and the Department of Fisheries under the *Fisheries Management Act 1994*.

**2.4 Conservation areas**

The land is not within a conservation area.

**2.5 Environmental Heritage**

The land does not contain an item of environmental heritage under the protection of State Environmental Planning Policy (Sydney Region Growth Centres) 2006

**3. Complying development**

Complying development may or may not be carried out on the subject land under an Environmental Planning Policy. Council does not have sufficient information to determine the extent to which specific complying development may or may not be carried out.

**4. Coastal protection**

The subject land is not affected by the operation of Sections 38 or 39 of the *Coastal Protection Act, 1979*.

**5. Mine subsidence**

The subject land has not been proclaimed to be a mine subsidence district within the meaning of Section 15 of the *Mine Subsidence Compensation Act 1961*.

## **6. Road widening and road realignment**

The land is affected by road widening/road realignment by an environmental planning instrument.

## **7. Council and other public authority policies on hazard risk restrictions**

### **7.1 Contaminated Lands Policy and Asbestos Policy (Schedule 6)**

Council has adopted a Contaminated Lands Policy and an Asbestos Policy which may restrict development on the subject land.

The Land Contamination Policy applies when zoning or land use changes are proposed on land which has previously been used for certain purposes or has the potential to be affected by such purposes undertaken on nearby lands. The Asbestos Policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. Both policies should be considered in the context of relevant State legislation and guidelines.

Council's records may not be sufficient to determine all previous uses on the land, or determine activities that may have taken place on this land.

### **7.2 Other policies on hazard risk restrictions**

Council has not adopted any other policies to restrict the development of the subject land by reason of the likelihood of landslip, bushfire, tidal inundation, subsidence or the occurrence of acid sulphate soils.

Note: Although Council has not adopted a specific policy to restrict development bushfire prone land, it is bound by state-wide bushfire legislation that may restrict development on the subject land. Additional information relating to bushfire prone land is provided at point 11 below.

### **7a. Flood related development controls information**

This lot is shown flood prone on mapping provided by the Department of Planning. The investigation for this area has not been completed and all enquiries should be directed to the Department of Planning. Flood related development controls for this lot are provided in the Development Control Plan for this area, prepared by the Department of Planning. Where development is proposed within or adjacent to land that is shown on the Flood Prone Land figure as being affected by the 1% AEP level, Council may require a more detailed flood study to be undertaken by the applicant to confirm the extent on the flood affectation on that land.



## 8. Land reserved for acquisition

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 makes provision for land included on the Land Reservation Acquisition Map to be acquired by a public authority.

## 9. Contributions plans

Council currently levies contributions under Section 7.11 of the *Environmental Planning & Assessment Act 1979* for facilities and services. The further development of the subject land may incur such contributions.

*Contributions Plan No. 21 - Marsden Park* applies to the subject land.

## 9a. Biodiversity certified land

The land is biodiversity certified land as defined by Part 7AA of the *Threatened Species Conservation Act 1995*.

## 10. Biobanking agreements

The land is not subject to any biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995*.

## 11. Bushfire prone land

The Rural Fires and Environmental Assessment Legislation Amendment Act 2002, which came into force on 1 August 2002, introduced development provisions for bush fire prone land as shown on a Bush Fire Prone Land Map. "Bush fire prone land" is land that has been designated by the Commissioner of the NSW Rural Fire Service as being bush fire prone due to characteristics of vegetation and topography. The land the subject of this certificate has been identified on Council's Bush Fire Prone Land Map as being:

Clear of any bush fire prone land

On land that is bush fire prone, certain development may require further consideration under Section 4.14 or Section 4.46 of the *Environmental Planning & Assessment Act 1979* and under Section 100B of the *Rural Fires Act 1997*.

## 12. Property vegetation plans

The subject land is not affected by a property vegetation plan under the *Native Vegetation Act 2003*. The Blacktown local government area is excluded from the operation of the *Native Vegetation Act 2003* (refer Schedule 1 Part 3 of that Act).

**13. Orders under *Trees (Disputes Between Neighbours) Act 2006***

No. Council has not been notified of any order made under the *Trees (Disputes Between Neighbours) Act 2006* in relation to the subject land.

**14. Site compatibility certificates and conditions for seniors housing**

Land to which this Certificate applies is not subject to the above.

**15. Site compatibility certificates for infrastructure**

Land to which this Certificate applies is not subject to the above.

**16. Site compatibility certificates and conditions for affordable rental housing**

Land to which this Certificate applies is not subject to the above.

**17. Paper subdivision information**

Not applicable

**18. Site verification certificates**

Council is not aware of any site verification certificate applying to the subject land.

Under the *Contaminated Land Management Act 1997* and *Contaminated Land Management Amendment Act 2008*

- (a) The land to which this certificate relates has not been declared to be significantly contaminated land at the date when the certificate was issued
- (b) The land to which the certificate relates is not subject to a management order at the date when the certificate was issued
- (c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued
- (d) The land to which this certificate relates is not subject to an ongoing maintenance order as at the date when the certificate was issued
- (e) The land to which this certificate relates is not the subject of a site audit statement provided to the Council.

## **19. Affected building notices and building product rectification orders**

### **19.1 Affected building notices**

Council is not aware of any affected building notice in force for the subject land.

### **19.2 Building product rectification orders**

- (a) Council is not aware of any building product rectification order in force for the subject land.
- (b) Council is not aware of any notice of intention to make a building product rectification order being given for the subject land.

## Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 2.1 of this Certificate, the following State Environmental Planning Policies may also affect development on the subject land.

### **SEPP (Affordable Rental Housing) 2009**

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.

### **SEPP Building Sustainability Index (BASIX) 2004**

This SEPP operates in conjunction with *Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004* to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX throughout the State by overriding competing provisions in other environmental planning instruments and development control plans, and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX. The draft SEPP was exhibited together with draft *Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004*.

### **SEPP (Exempt and Complying Development Codes) 2008**

This policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the *Environmental Planning and Assessment Act 1979*.

### **SEPP (Sydney Region Growth Centres) 2006**

This policy provides for the coordinated release of land for residential, employment and other urban development in Sydney's North West and South West Growth Centres, in conjunction with the precinct planning provisions contained in the *Environmental Planning and Assessment Regulation 2000*.

### **SEPP (Housing for Seniors and People with a Disability) 2004**

This policy encourages the development of high quality accommodation for the state's ageing population and for people who have disabilities, whilst ensuring development is in keeping with the local neighbourhood. Note the name of this policy was changed from *State Environmental Planning Policy (Seniors Living) 2004* to *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*, effective 12.10.07.

### **SEPP (Infrastructure) 2007**

The aim of this policy is to facilitate the orderly and economic use and development of rural

lands for rural and related purposes. This SEPP Provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency.

**SEPP (Miscellaneous Consent Provisions) 2007**

This SEPP contains provisions for temporary structures, subdivision, the demolition of a building or work, certain change of use and fire alarm link communication works.

**SEPP (State Significant Precincts) 2005**

The purpose of this Policy is to facilitate the development, redevelopment or protection of important urban, coastal and regional sites of economic, environmental or social significance to the State so as to facilitate the orderly use, development or conservation of those State significant precincts for the benefit of the State. It also aims to facilitate service delivery outcomes for a range of public services and to provide for the development of major sites for a public purpose or redevelopment of major sites no longer appropriate or suitable for public purposes.

**SEPP (Mining, Petroleum, Production and Extractive Industries) 2007**

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State. The Policy establishes appropriate planning controls to encourage ecologically sustainable development.

**SEPP No. 1 - Development Standards**

Makes development standards more flexible. It allows councils to approve a development proposal that does not comply with a set standard where this can be shown to be unreasonable or unnecessary.

**SEPP No. 19 - Bushland in Urban Areas**

Protects and preserves bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. The policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

**SEPP No. 21 - Caravan Parks**

Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the *Local Government Act 1993*, are also permitted. The specific kinds of movable dwellings allowed under the Local Government Act in caravan parks and camping grounds are subject to the provisions of the Caravan Parks Regulation. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long-term sites in existing caravan parks. It also enables, with the council's consent, long-term sites in caravan parks to be subdivided by leases of up to 20 years.

**SEPP No. 30 - Intensive Agriculture**

Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs. The policy sets out information and public notification requirements to ensure there are effective planning control over this export-driven rural industry. The policy does not alter if, and where, such development is permitted, or the functions of the consent authority.

**SEPP No. 32 - Urban Consolidation**

States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy focuses on the redevelopment of urban land that is no longer required for the purpose it is currently zoned or used, and encourages local councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy. Councils will continue to be responsible for the majority of rezonings. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban redevelopment. Where a site is rezoned by an REP, the Minister will be the consent authority.

**SEPP No. 33 - Hazardous and Offensive Development**

Provides new definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The definitions apply to all planning instruments, existing and future. The new definitions enable decisions to approve or refuse a development to be based on the merit of proposal. The consent authority must carefully consider the specifics of the case, the location and the way in which the proposed activity is to be carried out. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy. For example, any application to carry out a potentially hazardous or potentially offensive development is to be advertised for public comment, and applications to carry out potentially hazardous development must be supported by a preliminary hazard analysis (PHA). The policy does not change the role of councils as consent authorities, land zoning, or the designated development provisions of the Environmental Planning and Assessment Act 1979.

**SEPP No. 55 - Remediation of Land**

Introduces state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

**SEPP No. 62 - Sustainable Aquaculture**

Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identify and

categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

**SEPP No. 64 - Advertising and Signage**

Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

**SEPP No. 65 - Design Quality of Residential Apartment Development**

Raises the design quality of residential flat development across the state through the application of a series of design principles. Provides for the establishment of Design Review Panels to provide independent expert advice to councils on the merit of residential flat development. The accompanying regulation requires the involvement of a qualified designer throughout the design, approval and construction stages.

**SREP No. 30 - St Marys**

Sydney Regional Environmental Plan 30 - St Marys (SREP 30) provides a statutory framework to plan and develop 1538 hectares of land known as the Australian Defence Industries (ADI) site at St Marys. The plan zones the land for particular types of development: urban, regional park, regional open space, drainage, road/road widening, and employment.

**SEPP (Western Sydney Employment Area) 2009**

This State Environmental Planning Policy promotes economic development and the creation of employment in the Western Sydney Employment Area by providing for development, including major warehousing, distribution, freight transport, industrial, high technology and research facilities. The policy provides for coordinated planning, development and rezoning of land for employment or environmental conservation purposes. This State Environmental Planning Policy promotes economic development and the creation of employment in the Western Sydney Employment Area by providing for development, including major warehousing, distribution, freight transport, industrial, high technology and research facilities. The policy provides for coordinated planning, development and rezoning of land for employment or environmental conservation purposes.

**SEPP (Western Sydney Parklands) 2009**

The aim of the policy is to put in place planning controls that will enable the Western Sydney Parklands Trust to develop the Western Parklands into multi-use urban parkland for the region of western Sydney.

**SEPP (Western Sydney Recreation Area)**

This policy enables development to be carried out for recreational, sporting and cultural

purposes within the Western Sydney Recreation Area, including the development of a recreation area of state significance.

Authorised by Blacktown City Council  
Proforma ID: 527304

End of Certificate



AZZOPARDI

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

# DIAGRAM OF SANITARY DRAINAGE

Municipality of

BRACKTON (MILORDS PARK)

NO SEWER AVAILABLE

Diagram No.

917732

1746 504

LOT 5 RICHMOND RD CV S.W. SIDE BRACKTON

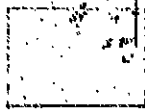
STAMFIELD ROAD WEST of VINE ST.

INTERNAL DRAINAGE

SUPERVISED

INTERNAL DRAINAGE

PLUMBING INSPECTOR



Lot 5

29-5-50  
5-5-51

27 AUG 1900

RETURNED BY PLUMBER

SURVEYED

SHEET No. 7.1039

Scale 1 : 500

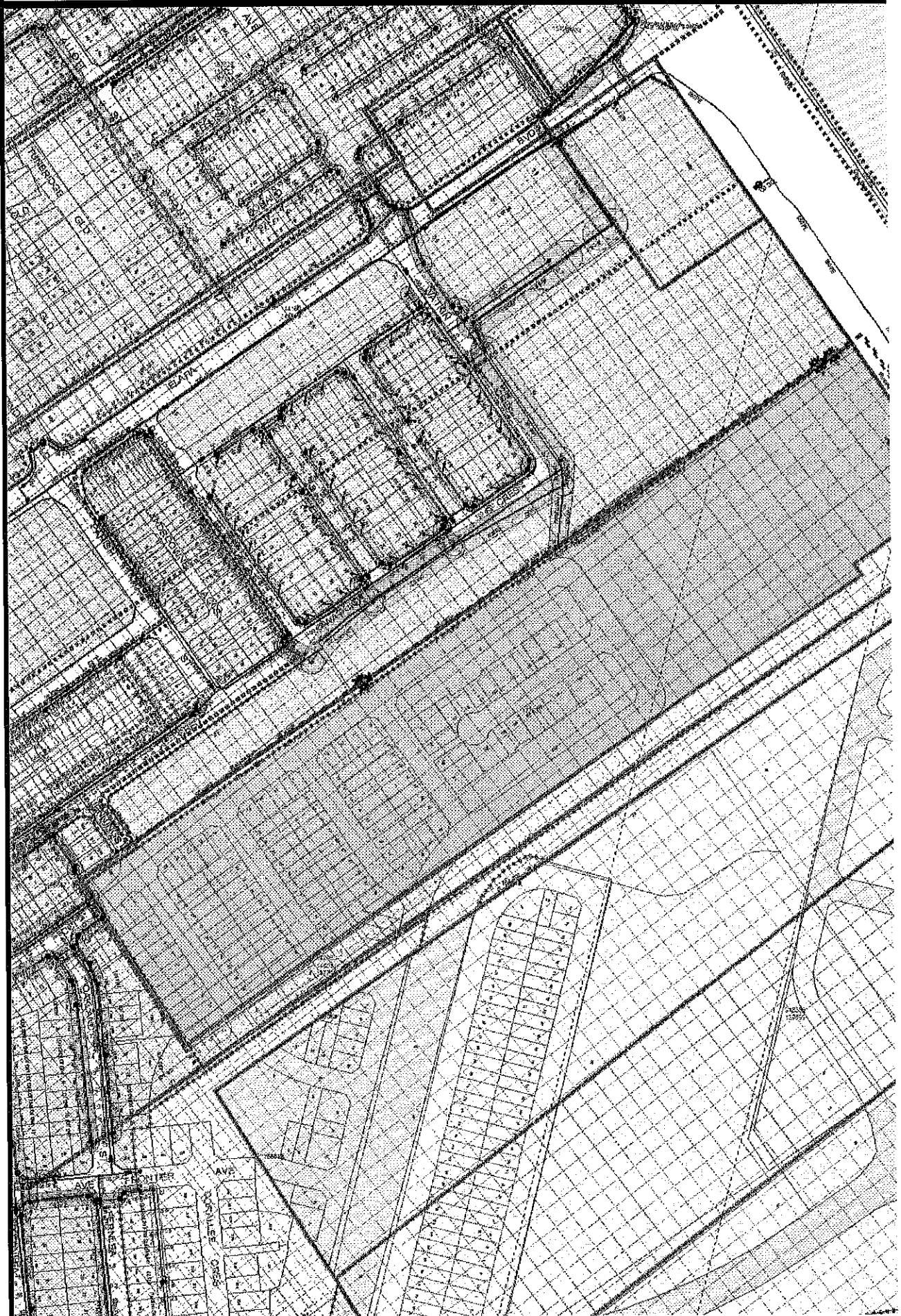
For Engineer-in-Chief

B 14

DRAINAGE		BRANCH OFFICE	PLUMBING	
Supervised by	Date		Supervised by	Date
<i>[Signature]</i> Inspector	29/8/00	25 AUG 1900 Date Outfall Grainer Plumber Boundary Trap Is/Is not required	<i>[Signature]</i> Inspector	6/5/00
Examined by <i>[Signature]</i> Chief Inspector	29/8/00		3 W.C. .... Ban. .... Pig. .... Bih. .... K.B. .... Dgo. Mtl. .... Shr. .... T. .... Dgo. Ext.	
Tracing Checked				

W.S.D.  
U.L.  
SHEET  
77

Diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not res or all property boundaries. If you'd like to see these, please buy a Service location print.





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