

28 Glenton Street
Abbotsbury NSW 2176

Draft Contract

McGrath

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath Estate Agents PO Box 114, LIVERPOOL NSW 1871	Phone: 9824 1100 Fax: 9824 1120 Ref: Frank Bartolone
co-agent		
vendor	Maria Donatiello 28 Glenton Street, Abbotsbury, NSW 2176	
vendor's solicitor	Giolotta Solicitors Suite 4, Ground Floor, 12-16 Daniel Street, Wetherill Park NSW 2164 DX 25061 Fairfield	Phone: (02) 9729 3286 Email: dgiolotta@ggaslaw.com.au Fax: (02) 9729 1245 Ref: DG:CM:011823
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	28 Glenton Street, Abbotsbury, New South Wales 2176 Registered Plan: Lot 214 Plan DP 712689 Folio Identifier 214/712689	

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other:
 attached copies documents in the List of Documents as marked or as numbered:
 other documents:

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

inclusions	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: 2x wall air conditioners and Garden Shed		
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

buyer's agent

vendor	GST AMOUNT (optional) The price includes GST of: \$	witness
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purchaser JOINT TENANTS tenants in common in unequal shares **witness**

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30): _____

Electronic transaction (clause 30)

no YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):

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

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

Purchaser must make a *GSTRW payment*
(GST 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.

GSTRW payment (GST 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 supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

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

SECTION 66W CERTIFICATE

I, _____ of _____, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **28 Glenton Street, Abbotsbury**, from **Maria Donatiello** to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Maria Donatiello** and am not employed in the legal practice of a solicitor acting for **Maria Donatiello** nor am I a member or employee of a firm of which a solicitor acting for **Maria Donatiello** is a member or employee; and
4. I have explained to
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

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. EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
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:**

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

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

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

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>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss 14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • 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> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *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 a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under 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 *GSTRW 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 *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
16.4 The legal title to the *property* does not pass before completion.
16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 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;
 - *FRCGW remittance* payable;
 - *GSTRW 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 Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
18.2 The purchaser must not before completion –
18.2.1 let or part with possession of any of the *property*;
18.2.2 make any change or structural alteration or addition to the *property*; or
18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
18.3 The purchaser must until completion –
18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by 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 disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

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

• **Notices, certificates and inspections**

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

• **Meetings of the owners corporation**

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *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 the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot 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 that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 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;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before 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 computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 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'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* 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 *FRCGW remittance*.

- 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.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

28 Glenton Street ABBOTSBURY NSW 2176

SPECIAL CONDITIONS

Conditions of sale of land by auction

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer;
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

 2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.

 3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned
-

residential property or rural land or the sale of such land by a seller as executor or administrator:

- (a) More than one vendor bid may be made to purchase interest of a co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
-

ADDITIONAL CLAUSES FORMING PART OF THE CONTRACT

30. ACKNOWLEDGEMENTS BY THE PURCHASER

- 30.1 The Purchaser acknowledges that no representation or warranty by the Vendor or anyone on the Vendors behalf has been made or given to the Purchaser or anyone on the Purchasers behalf in respect of the property or any part of the property except as specified in this agreement and relies upon its own inquiries and inspections made before entering this agreement.
- 30.2 This Contract constitutes the entire agreement as to the sale of the property hereby sold between the Vendor and the Purchaser.

31. CONDITION OF PROPERTY

- 31.1 The Purchaser accepts the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the Purchaser cannot make a claim or requisition or rescind or terminate in this regard.

32. REAL ESTATE AGENTS

- 32.1 The Purchaser was not introduced to the property or the Vendor by any Real Estate Agent or other person entitled to claim commission as a result of this sale (other than the Vendors agent, if any, specified in this Contract).
- 32.2 The Purchaser will indemnify the Vendor against any claim for commission by any Real Estate Agent or other person arising out of an introduction of the Purchaser and against all claims and expenses for the defence and determination of such a claim made against the Vendor. This right continues after completion.

33. LATE COMPLETION

- 33.1 Provided that the Vendor is ready, willing and able to give title to the Purchaser, if this Contract is not completed for any reason (other than the Vendors default) on or before the Completion date then in addition to any other right which the Vendor may have under this Contract or otherwise the Purchaser will on completion of this Contract pay to the Vendor interest on the balance of the purchase price at the rate of 10% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this Contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

34. NOTICE TO COMPLETE

- 34.1 Despite any rule of law or equity to the contrary, the Vendor and the Purchaser agree that any notice to complete under this Contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.
- 34.2 In addition to the interest payable under Clause 2 hereof, the Purchaser shall pay to the Vendor the sum of two hundred and fifty dollars (\$250.00) to cover legal costs and other expenses incurred as a consequence of the delay, as a genuine pre-estimate of those additional expenses to be allowed by the Purchaser as an additional adjustment on completion.

35. CAPACITY

- 35.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this Clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:
- 35.1.1 dies or becomes mentally ill, then the other party may rescind this Contract by written notice to the first party's Solicitor and thereupon this Contract will be at an end and the provisions of Clause 19 apply; or
- 35.1.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this Contract.

36. FIRB APPROVAL

- 36.1 The Purchaser warrants to the Vendor that it either does not require or has obtained the consent of the Treasurer of the Commonwealth of Australia under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* and any other consent or approval whatsoever that may be necessary to enable the Purchaser to validly enter into and be bound by this Contract.
- 36.2 The Purchaser hereby indemnifies and must keep indemnified the Vendor against any penalties, fines, legal costs, claims, loss or damage suffered as a result of or arising out of or in connection with a breach of the Purchaser of its warranty contained in this Clause.
- 36.3 This Condition will not merge on completion.

37. PURCHASER' FINANCE

- 37.1 The Purchaser expressly warrants to the Vendor that it either holds a current loan approval in an amount and upon terms which it considers to be reasonable and fully satisfactory and sufficient to enable the completion of this Contract or that it does not require finance to complete this agreement.

38. REDUCED DEPOSIT

- 38.1 The Purchaser acknowledges that the Vendor is normally entitled to require payment of a deposit equal to 10% of the price on the date of this Contract.
- 38.2 In the event that the Vendor has accepted less than 10% of the price as a deposit, if the Purchaser defaults in the observance or performance of any of the Purchaser's obligations under this Contract, the Purchaser must pay to the Vendor the balance required to make up 10% of the price immediately upon demand by the Vendor.
- 38.3 If the Purchaser fails to pay the additional amount on demand by the Vendor, the Vendor may recover the additional amount from the Purchaser as a debt.

39. RELEASE OF DEPOSIT

- 39.1 The Purchaser: -
- 39.1.1 authorises the Vendor to use all or part of the deposit as a deposit on a purchase by the Vendor of a property or as duty on the Contract for the Sale of land for that property;
- 39.1.2 authorises the stakeholder to release all or part of the deposit for those purposes; and
- 39.1.3 must give on request to the stakeholder a written authority to release all or part of the deposit.

40. SWIMMING POOLS ACT 1992

- 40.1 If there is a swimming pool or spa on the property then:
- 40.1.1 The Vendor does not warrant that the swimming pool on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under that Act.

- 40.1.2 The Purchaser agrees that after completion the Purchaser will comply with the requirements of the Act and regulations relating to access to the swimming pool and the erection of a warning notice.

41. PARTICULARS OF TITLE

- 41.1 The Purchaser agrees that sufficient particulars of the Vendors title are disclosed in this Contract. The Purchaser is not entitled to request further particulars of the Vendors title.
- 41.2 The Purchaser will take title subject to existing water, sewerage and drainage, gas and electricity, telephone or other installations, services and utilities. The Purchaser will make no requisition, objection or claim for compensation in respect of:
- 41.2.1 the nature, location, availability or non-availability of any of them;
- 41.2.2 any of them being a joint service with any other property;
- 41.2.3 any service for any other property or any connections for any other property which pass through the property;
- 41.2.4 any sewer or water main or connection which passes through in or over the property;
- 41.2.5 any manhole or vent on the property; and
- 41.2.6 the absence of any rights or easements in respect of any of those installations or services or utilities, or in respect of the mains, pipes or connections to and from the property for them.

42. CAVEATS AND EXISTING MORTGAGES

- 42.1 The Purchaser will not require the Vendor prior to completion to register a Discharge of any Mortgage or withdraw any Caveat affecting the property. The Purchaser will accept on completion a duly executed Discharge of any Mortgage or Withdrawal of any Caveat, and the Vendor will allow the Purchaser the appropriate adjustment for lodgment fees.
- 42.2 The Purchaser will not register any Caveat against any of the Certificates of Title relating to the property notifying its interest under the Contract.

43. REQUISITIONS

- 43.1 For the purposes of Clause 5.1, the requisitions or general questions about the property or the title may only be in the form of the Requisitions on Title attached to this Contract.

44. GUARANTEE (IF PURCHASER IS A COMPANY)

- 44.1 This Clause applies if the Purchaser is a Corporation but does not apply to a Corporation listed on an Australian Stock Exchange. This Clause is an essential term of this Contract.
- 44.2 The word *Guarantor* means and (being two of the Directors of the Purchaser or, if the Purchaser is a sole Director/Secretary Corporation, the sole Director/Secretary).
- 44.3 In consideration of the Vendor entering into this Contract at the Guarantors request, the Guarantor guarantees to the Vendor:
- 44.3.1 payment of all money payable by the Purchaser under this Contract; and
- 44.3.2 the performance of all of the Purchasers other obligations under this Contract.
- 44.4 The Guarantor:
- 44.4.1 indemnifies the Vendor against any claim, action, loss, damages, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default by the Purchaser of its obligations under this Contract; and
- 44.4.2 must pay on demand any money due to the Vendor under this indemnity.
- 44.5 The Guarantor is jointly and separately liable with the Purchaser to the Vendor for:
- 44.5.1 The performance by the Purchaser of its obligations under this Contract; and
- 44.5.2 Any damage incurred by the Vendor as a result of the Purchasers failure to perform its obligation under this Contract or the termination of this Contract by the Vendor.
- 44.5.3 The Guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendors exercise or attempted exercise of any right under this Clause.
- 44.5.4 If the Vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantors obligations under this Clause.

- 44.5.5 The Guarantors obligations under this Clause are not released, discharged or otherwise affected by:
- 44.5.5.1 the granting of any time, waiver, covenant not to sue or other indulgence;
 - 44.5.5.2 the release or discharge of any person;
 - 44.5.5.3 an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person;
 - 44.5.5.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Vendor by this Contract, a statute , a Court or otherwise;
 - 44.5.5.5 payment to the Vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - 44.5.5.6 the winding up of the Purchaser.
 - 44.5.5.7 this Clause binds the Guarantor and the executors, administrators and assigns of the Guarantor.

45. GST

- 45.1 In this Clause:
- “GST” has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999*
- 45.2 The Purchaser will pay to the Vendor, in addition to the purchase price, any (and all) Tax or like impost (including any GST) the Australian Taxation Office imposes upon the Vendor in respect of the sale as well as any other money which becomes payable to the Vendor pursuant to the provisions of this Contract. This Clause shall not merge on completion.
- 45.3 In the event that the subject property is zoned for residential purposes, or is used predominantly for residential purposes, then the Purchaser hereby warrants at the time of entering into this Contract the Purchaser does not have any intention to change the use of the property.
- 45.4 Should the Vendor incur any Goods and Services Tax (GST) liability arising out of a change of use of the property by the Purchaser then the Purchaser shall indemnify the Vendor in relation to the amount of such liability together with any interest, fines, costs and expenses incurred by the Vendor in connection with the change of use and imposition of such GST Liability.

- 45.5 This Clause shall not merge on settlement but continue for the benefit of the Vendor.

46. COMPLETION

- 46.1 Completion of this Contract shall take place at such office the Solicitor for the Vendor nominates.
- 46.2 If the Purchaser requests the Vendor to complete the Contract at a location other than the location nominated by the Vendor pursuant to additional Clause 47.1, the Purchaser shall pay to the Solicitor for the Vendor a completion fee of seventy seven dollars (\$77.00) inclusive of GST to be adjusted on settlement.

47. MISCELLANEOUS

- 47.1 Without in any manner excluding, modifying or restricting the rights of the Purchaser pursuant to section 52(A)(2)(b) of the *Conveyancing Act, 1919* and the *Conveyancing (Sale of Land) Regulation 2000*, the Vendor makes no warranty as to the completeness or accuracy of any of the documents or copy documents annexed in this Contract such that the Purchaser acknowledges that sufficient information is disclosed in this contract and the Vendor is under no obligation to provide any further information to the Purchaser.
- 47.2 These Special Conditions prevail over the Standard Conditions of the Contract for the Sale of Land in the event that an inconsistency occurs between the two.
- 47.3 Clause 16.8 is deleted.

48. LAND TAX ADJUSTMENT

- 48.1 Clause 14.4 is deleted;
- 48.2 The following is to be inserted in its place: -
- Where the Vendor owns more than one property then Land Tax shall be calculated upon the basis that the Land Tax threshold exemption shall be apportioned amongst such properties. Where the subject property comprises a lot in a plan of subdivision or strata subdivision then the Land Tax adjustment shall be apportioned on an area basis.
- 48.3 Schedule of documents under Hearing "choices" as to Land Tax adjustment is hereby completed by answering "Yes" to the question "Land Tax adjustment required".

49. DEPOSIT BOND

- 49.1 This Clause applies if the Purchaser delivers a Bond to the Vendor instead of paying the deposit under Clause 2.1 ("Deposit and other payments before completion"). The Bond must:
- 49.1.1 be in a form acceptable to the Vendor (acting reasonably); and
 - 49.1.2 be for a period expiring not less than six (6) months from the issue date.
- 49.2 Instead of paying the deposit under Clause 2.1 ("Deposit and other payments before completion"), the Purchaser may deliver a Bond to the Vendor on or before the date of this Contract.
- 49.3 On completion the Purchaser must pay the Vendor in cash or by unendorsed bank cheque the amount of the deposit.
- 49.4 If the Vendor gives the Purchaser a notice in writing claiming forfeiture of the deposit, the Purchaser must pay to the Vendor within five (5) days of receiving that notice the amount of the deposit.
- 49.5 If the Purchaser does not comply with Clause 49.3 or Clause 49.4:
- 49.5.1 the Purchaser is immediately, without notice, in breach of an essential obligation under this Contract; and
 - 49.5.2 the Vendor may demand and is immediately entitled to payment from the issuer of the Bond the amount stipulated in the Bond.

50. SMOKE ALARMS

- 50.1 For the purposes of the *Conveyancing (Sale of Land) Regulation 2005*, Regulation 15: as the Contract relates to land on which a building is situated and smoke alarms or heat alarms are required by *Division 7A (Smoke alarms) of Part 9 (Fire safety and matters concerning the Building Code of Australia)* of the *Environmental Planning and Assessment Regulation 2000* the Vendor(s) acknowledge and advise that smoke alarms or heat alarms have been installed in the building as required by Regulation 186A of the *Environmental Planning and Assessment Regulation 2000*.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative 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 and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal 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 any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

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?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. 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.
15. 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.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* 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 Information Certificate or 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 (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act 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 or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) 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?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(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 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations/Benefits

- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. 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?
22. 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) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 23.
- (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?
24. 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

25. 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

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser

- to make any RW payment.
28. 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.
 29. 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.
 30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
 31. The purchaser reserves the right to make further requisitions prior to completion.
 32. 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 the completion date.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 214/712689

SEARCH DATE	TIME	EDITION NO	DATE
3/3/2020	2:42 PM	6	18/4/2011

LAND

LOT 214 IN DEPOSITED PLAN 712689
AT EDENSOR PARK
LOCAL GOVERNMENT AREA FAIRFIELD
PARISH OF MELVILLE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP712689

FIRST SCHEDULE

MARIA DONATIELLO

(T AG182741)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP709688 EASEMENT TO DRAIN WATER 1.2 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP712689 EASEMENT TO DRAIN WATER AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP712689 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP712689 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

lngollf01

PRINTED ON 3/3/2020

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 28th May, 1991



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

(Sheet 1 of 3 sheets)

PART 1.

Plan: DP712689
 Subdivision covered by Council Clerk's Certificate No. 5742 of /S-3-85.

Full name and address of proprietor of the land: Hymill Pty. Limited, 254 Toongabbie Road, Girtswan, N.S.W.

1. Identity of easement or restriction firstly referred to in above mentioned plan: Easement to drain water 1.2 wide.

Lots burdened.	Lots, name of road, or Authority, benefited.
214	213
215	213 and 214
217	216
218	216 and 217
219	216, 217 and 218
202	216 - 219 incl.
203	202 and 216 - 219 incl.
223	Lots 111 - 113 incl., D.P. 709628B
232	225

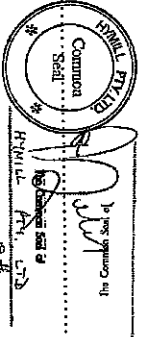
2. Identity of easement or restriction secondly referred to in above mentioned plan: Easement for electricity purposes 2.75 wide.

Lots burdened.	Lots, name of road, or Authority, benefited.
204	Prospect County Council.

3. Identity of easement or restriction thirdly referred to in above mentioned plan: Restriction as to user.

Schedule of lots, etc. affected: Lots, name of road, or Authority, benefited. Every other lot.

For & on behalf of J. Forhall, Co. Secretary



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

(Sheet 2 of 3 sheets)

PART 1 continued

Plan: DP712689
 Subdivision covered by Council Clerk's Certificate No. 5742 of /S-3-85.

4. Identity of easement or restriction fourthly referred to in above mentioned plan: Restriction as to user.

Lots burdened.	Lots, name of road, or Authority, benefited.
Each lot excepting lots 231 - 235 incl.	Every other lot excepting lots 231 - 235 incl.

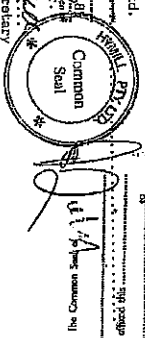
1. Terms of easement to drain water 1.2 wide firstly referred to in above mentioned plan: As set out in Schedule VIII of the Conveyancing Act, 1919, as amended.

2. Terms of easement for electricity purposes 2.75 wide secondly referred to in above mentioned plan: An easement for the transmission of electricity and for that purpose to install all necessary equipment (including transformers and underground transmission main wires and cables) together with the right to come and go for the purpose of inspecting, maintaining, repairing, replacing and/or removing such equipment and every person authorised by the Prospect County Council to enter into and upon the said easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors workmen vehicles things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things provided that the Prospect County Council and the person authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition.

3. Terms of restriction as to user thirdly referred to in above mentioned plan: No fence shall be erected without Council approval and that all fencing erected shall be in accordance with the Fencing Code of the Council of the City of Fairfield.

4. Terms of restriction as to user fourthly referred to in above mentioned plan: That for the benefit of any adjoining land owned by the Proprietors but only during that ownership thereof by the Proprietors their successors and assigns other than transferees on sale no fence shall be erected on the said land being the subject of this instrument which is more than 1.6m high.

For & on behalf of J. Forhall, Co. Secretary



2	AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE							This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 28th May, 1991			
	10	20	30	40	50	60	70 Table of num	110	120	130	140



INSTRUMENT SETTING OUT TERMS OF PASSENGERS AND RESTRICTIONS AS TO USER INTENDED TO BE GRANTED PURSUANT TO SECTION 85A OF THE CONVEYANCING ACT, 1919, AS AMENDED.

(Sheet 3 of 3 sheets)

PART 2 continued

Plan: DP712689
 Subdivision covered by Council Clark's Certificate No. 5462 of 15-3-85.

4. Terms of Restriction continued

burdened to divide the same from such adjoining land without the consent of the Proprietors but such consent shall not be withheld if such fence is erected without expense to the Proprietors and in favour of any person dealing with a transferee such consent shall be deemed to have been given in respect of every such fence for the time being erected.

Name of authority whose consent is required to release vary or modify the easement and restriction directly and indirectly referred to in the abovementioned plan:

The Common Seal of
 Hymill Pty. Ltd.

was lawfully affixed this 18th day of March 1985 in the presence of Mr. P. J. Drenthfield, Director

for and on behalf of

J. Portelli, Company Secretary.

Council of the City of Fairfield without the consent of any other person or persons PROVIDED THAT any consent may be given, shall be made or done in all respects at all cost and expense of the person or persons requesting the consent.

INSTRUMENT SETTING OUT INTERESTS CREATED PURSUANT TO SECTION 88A, CONVEYANCING ACT, 1919, LODGED WITH DP712689

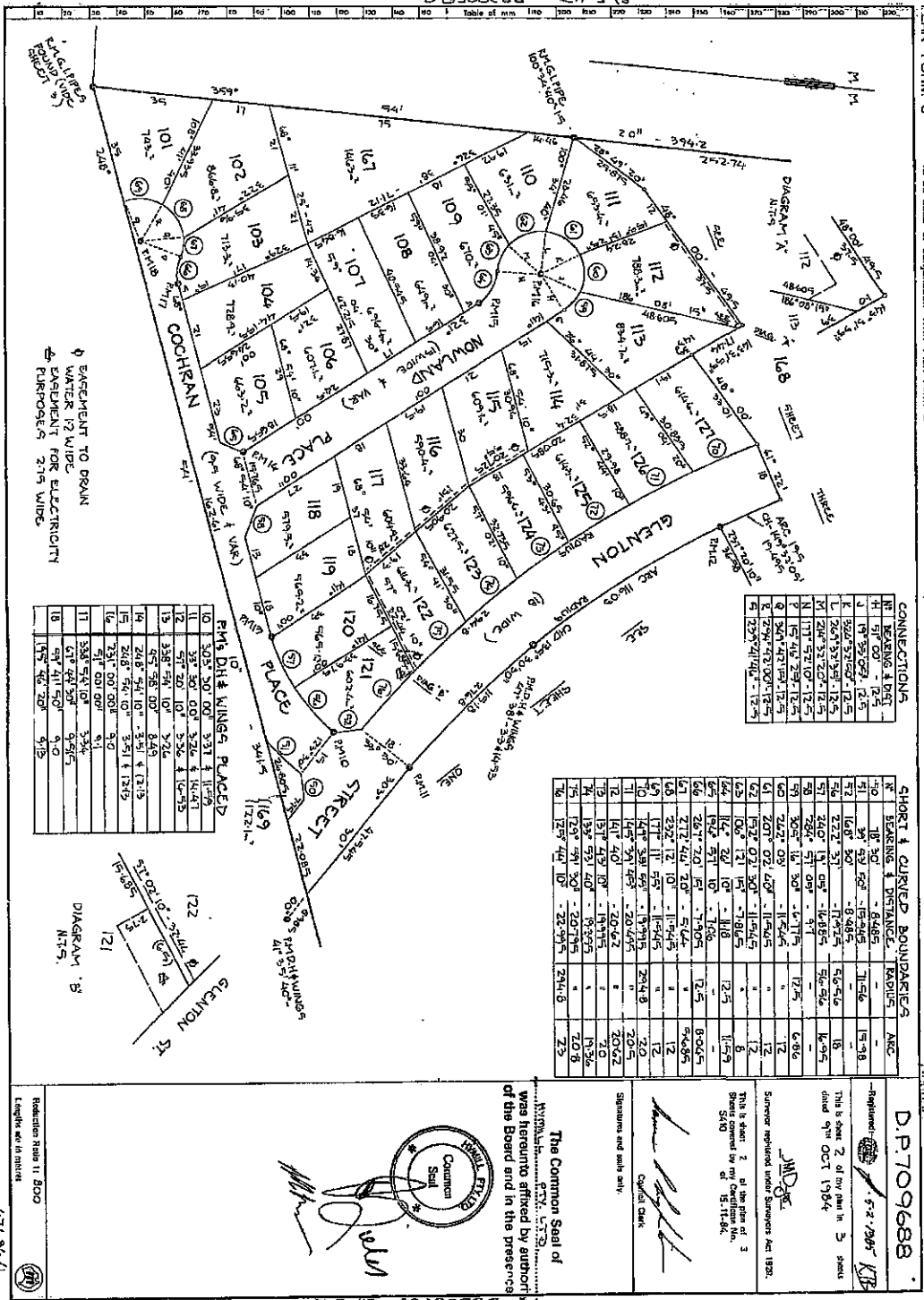
Registered 19-4-1985

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CHANGES OR POLING WILL LEAD TO REJECTION

OFFICE USE ONLY



CONNECTIONS

NO	DESCRIPTION	LENGTH
1	101-102	1.25
2	102-103	1.25
3	103-104	1.25
4	104-105	1.25
5	105-106	1.25
6	106-107	1.25
7	107-108	1.25
8	108-109	1.25
9	109-110	1.25
10	110-111	1.25
11	111-112	1.25
12	112-113	1.25
13	113-114	1.25
14	114-115	1.25
15	115-116	1.25
16	116-117	1.25
17	117-118	1.25
18	118-119	1.25
19	119-120	1.25
20	120-121	1.25
21	121-122	1.25

SHORT & CURVED BOUNDARIES

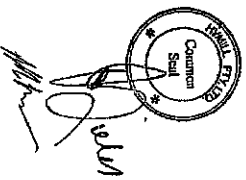
NO	BEARING & DISTANCE	RADIUS	ARC
1	101-102	1.25	13.98
2	102-103	1.25	13.98
3	103-104	1.25	13.98
4	104-105	1.25	13.98
5	105-106	1.25	13.98
6	106-107	1.25	13.98
7	107-108	1.25	13.98
8	108-109	1.25	13.98
9	109-110	1.25	13.98
10	110-111	1.25	13.98
11	111-112	1.25	13.98
12	112-113	1.25	13.98
13	113-114	1.25	13.98
14	114-115	1.25	13.98
15	115-116	1.25	13.98
16	116-117	1.25	13.98
17	117-118	1.25	13.98
18	118-119	1.25	13.98
19	119-120	1.25	13.98
20	120-121	1.25	13.98
21	121-122	1.25	13.98

PIN & D.H. KINGS PLACED

NO	BEARING & DISTANCE	RADIUS	ARC
10	302° 20' 00" - 11.47	11.47	11.47
11	302° 20' 00" - 11.47	11.47	11.47
12	302° 20' 00" - 11.47	11.47	11.47
13	302° 20' 00" - 11.47	11.47	11.47
14	302° 20' 00" - 11.47	11.47	11.47
15	302° 20' 00" - 11.47	11.47	11.47
16	302° 20' 00" - 11.47	11.47	11.47
17	302° 20' 00" - 11.47	11.47	11.47
18	302° 20' 00" - 11.47	11.47	11.47
19	302° 20' 00" - 11.47	11.47	11.47
20	302° 20' 00" - 11.47	11.47	11.47
21	302° 20' 00" - 11.47	11.47	11.47

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 4th March, 1987



The Common Seal of the Registrar General was hereunto affixed by authority of the Board and in the presence of

Signature and name only

This is sheet 2 of the plan of 3 sheets created by me on 15.11.84

Surveyor registered under Surveyors Act 1928.

D.P.709688
 5.2.1987
 5th OCT 1984

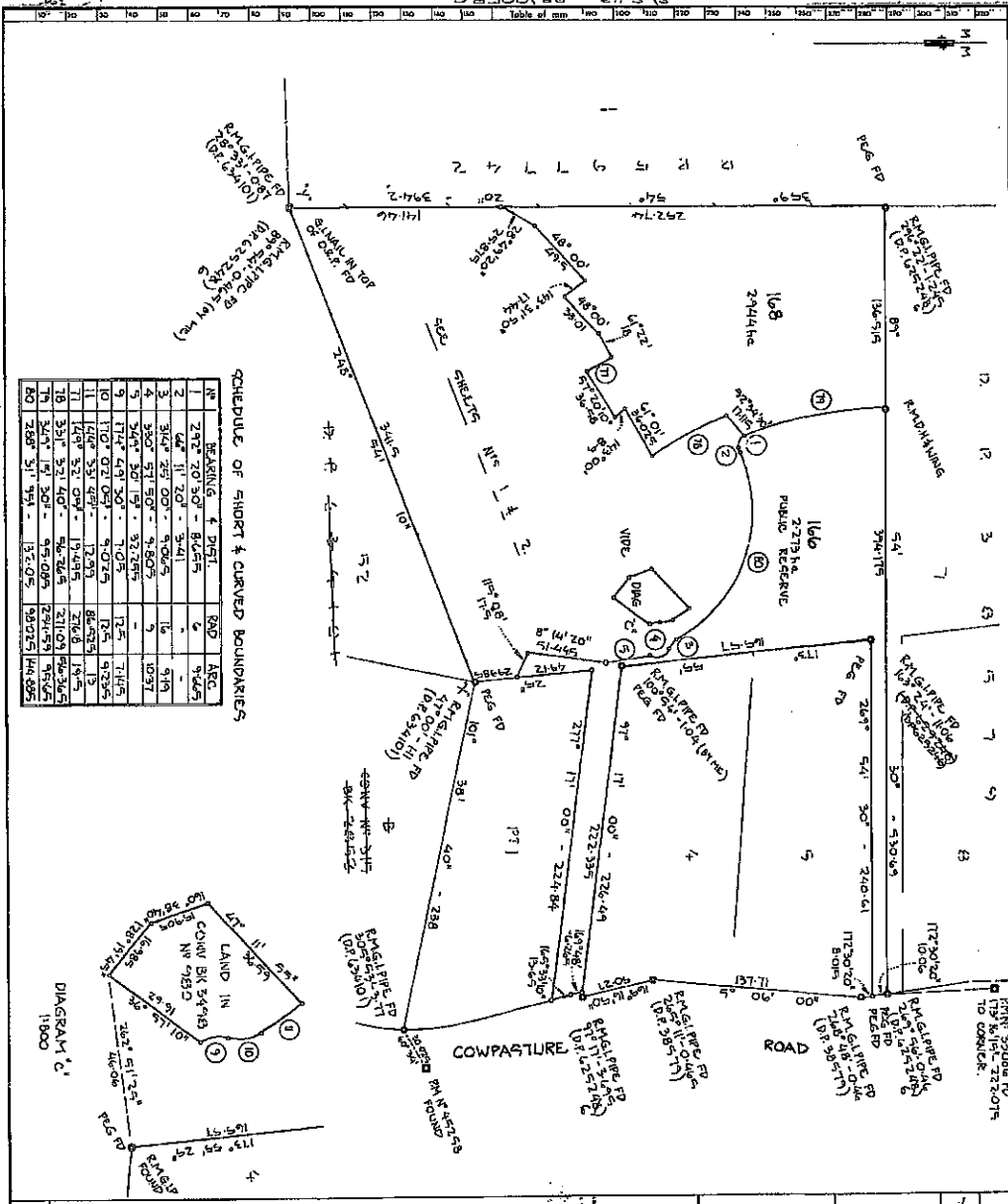
Reduction Ratio 11 800
 Lengths are in metres
 SURVEYORS REFERENCE: 47686/1

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION

7/5/84 • OFFICE USE ONLY



SCHEDULE OF SHORT & CURVED BOUNDARIES

N°	BEARING & DIST.	NO.	REG.
1	292° 20' 50" - 80.415	2	19475
2	04° 11' 20" - 2.441	3	571
3	310° 25' 20" - 7.805	4	571
4	320° 51' 00" - 4.802	5	0297
5	174° 48' 10" - 3.025	6	175
6	110° 01' 00" - 5.075	7	175
7	140° 55' 00" - 12.075	8	86,525
8	140° 55' 00" - 12.075	9	86,525
9	110° 01' 00" - 5.075	10	42,225
10	110° 01' 00" - 5.075	11	42,225
11	140° 55' 00" - 12.075	12	21,063
12	320° 51' 00" - 4.802	13	46,365
13	320° 51' 00" - 4.802	14	29,159
14	320° 51' 00" - 4.802	15	44,995

Plan Drawing only to appear in this space

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

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Modulus Error: 1: 2000
 Length in meters: 41686/1

Signature and seal of: *[Signature]*
 Deed Clerk

The Common Seal of *[Seal]*
 was hereunto affixed by authority of the Board and in the presence of *[Signature]*

Surveyor registered under Surveyors Act 1982
 This is sheet 3 of the plan of 3 sheets
 Surveyed by me on 15-11-84
 Date 9th OCT. 1984

D.P.709688
 5-2/1987
 This is sheet 3 of my plan in 3 sheets
 dated 9th OCT. 1984

PLAN AMENDED IN LTD

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 24th May, 1991

1

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT, 1919, AS AMENDED.
 (Sheet 1 of 3 sheets)

PART 1.

Plan: DP709688
 Subdivision covered by Council Clerk's Certificate No. 5410 of 15-11-84

Full name and address of proprietor of the land:
 Small Pty. Limited, 294 Thompsons Road, Glenwood, N.S.W.

1. Identity of easement or restriction firstly referred to in above mentioned plan:
 Easement to drain water 1.2 wide.

Schedule of lots, etc. affected.

Lots burdened.	Lots, name of road, or Authority, benefited.
112	111 and 113
113	114, 115
114	116, 115 and 116
115	116, 115, 116 and 117
116	168, 128
117	168, 128 and 129
118	168, 128, 129 and 130
119	168 and 128 - 132 fact.
120	168 and 128 - 132 fact.
121	168 and 128 - 134 fact.
122	168 and 128 - 135 fact.
123	168 and 128 - 135 fact.
124	168 and 128 - 136 fact.
125	168 and 128 - 137 fact.
126	150, 151, 153 and 154
127	154
128	150, 151, 152, 153 and 154
129	155
130	156
131	155 and 156

2. Identity of easement or restriction secondly referred to in above mentioned plan:
 Easement for electricity purposes 2.75 wide.

Schedule of lots, etc. affected.

Lots burdened.	Lots, name of road, or Authority, benefited.
121	Prospect County Council.

This is Sheet 1 of a 3 sheet instrument

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT, 1919, AS AMENDED.
 (Sheet 2 of 3 sheets)

PART 2.

Plan: DP709688
 Subdivision covered by Council Clerk's Certificate No. 5410 of 15-11-84

3. Identity of easement or restriction thirdly referred to in above mentioned plan:
 Restriction as to user.

Schedule of lots, etc. affected.

Lots burdened.	Lots, name of road, or Authority, benefited.
105, 118, 121, 139, 149, 157 and 158.	Every other lot.

4. Identity of easement or restriction fourthly referred to in above mentioned plan:
 Restriction as to user.

Schedule of lots, etc. affected.

Lots burdened.	Lots, name of road, or Authority, benefited.
Each lot excepting lot 160, 165 - 169 fact.	Every other lot excepting lot 160, 165-169 fact.

1. Terms of easement to drain water 1.2 wide firstly referred to in above mentioned plan:
 As set out in Schedule VIII of the Conveyancing Act, 1919, as amended.


2. Terms of easement for electricity purposes 2.75 wide generally referred to in above mentioned plan:
 An easement for the transmission of electricity and for that purpose to install all necessary equipment (including transformers and underground transmission wires and cables) together with the right to come and go on the surface for inspecting, maintaining, repairing, replacing and/or removing any such equipment and every person authorised by the Prospect County Council to do so and to remain there for any reasonable time with surveyors workmen and other persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things provided that the Prospect County Council and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the use of the said easement and will restore that surface as nearly as practicable to its original condition.

This is Sheet 2 of a 3 Sheet instrument

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 24th May, 1991



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

(Sheet 3 of 3 sheets)

PART 2 continued

Plan: DP709688

Subdivision covered by Council Clerk's Certificate No. 5470 of 15-11-84

3. Terms of Restriction as to user thirdly referred to in above-mentioned plan:


No fence shall be erected without Council Approval and that all fencing erected shall be in accordance with the Fencing Code of the Council of the City of Fairfield.

4. Terms of Restriction as to user fourthly referred to in above-mentioned plan:

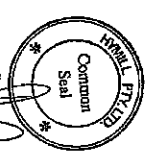
That for the benefit of any adjoining land owned by the Proprietors but only during that ownership thereof by the Proprietors their successors and assigns other than transferees on sale no fence shall be erected on the land hereby burdened to divide the same from such adjoining land without the consent of the Proprietors but such consent shall not be withheld if such fence is erected without expense to the Proprietors and in favour of any person dealing with a transferee such consent shall be deemed to have been given in respect of every such fence for the time being erected.

Council of the City of Fairfield without the consent of any other person or person or persons requesting the consent shall be made or done in all respects at all cost and expense of the person or persons requesting the consent.

Name of Authority whose consent is required to release any or modify the easement and restriction strictly and fully referred to in the above-mentioned plan:

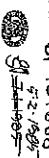

 Acting Town Clerk
 Fairfield City Council.

The Common Seal of
 Fairfield City Council
 was hereunto affixed by authority
 of the Board and in the presence of





INSTRUMENT SETTING OUT INTERESTS CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919, L.C.L.G.D. WITH DP 709688


 5-2-1991

Copy of Diagram No. 761393

SEWERAGE SERVICE DIAGRAM

M. W. S. & D. B.
MUNICIPALITY OF **ASBURY**
SUBURB OF **ASBURY**



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

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer.

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-law 6, Clause 3). The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage services shown hereon are approximate only.

SYMBOLS AND ABBREVIATIONS

- | | | | |
|---|--------------------|-----|-----------------|
| ■ | Manhole | OWS | Waste Stack |
| □ | Chamber | IP | Induct Pipe |
| ● | L.H. | MF | Mica Flap |
| ⊠ | Boundary Trap | T | Tubs |
| ⊕ | Inspection Shaft | K | Kitchen Sink |
| ⊖ | Pit | W | Water Closet |
| ⊗ | Grease Interceptor | B | Bath Waste |
| ⊘ | Gully | H | Handbasin |
| ⊙ | P Trap | S | Shower |
| ⊚ | Reflex Valve | Jh. | Junction |
| ⊛ | Cleaning Eye | DW. | Dishwasher |
| ○ | Vertical Pipe | F | Floor Waste |
| ○ | Vent Pipe | M | Washing Machine |
| ○ | Soil Vent Pipe | BS | Bar Sink |

Supervised by _____ **DRAINAGE**

Inspector _____

Field Diagram Examined by _____

Chief Inspector _____

Date of Issue _____

Tracing Checked by _____

Supervised by _____ **PLUMBING**

Inspector _____

Outfall **FF** Drainer _____

W.S. _____ Ur.s _____ Plumber _____

W.O. **ABB100** Gaz. on **27/9/85**

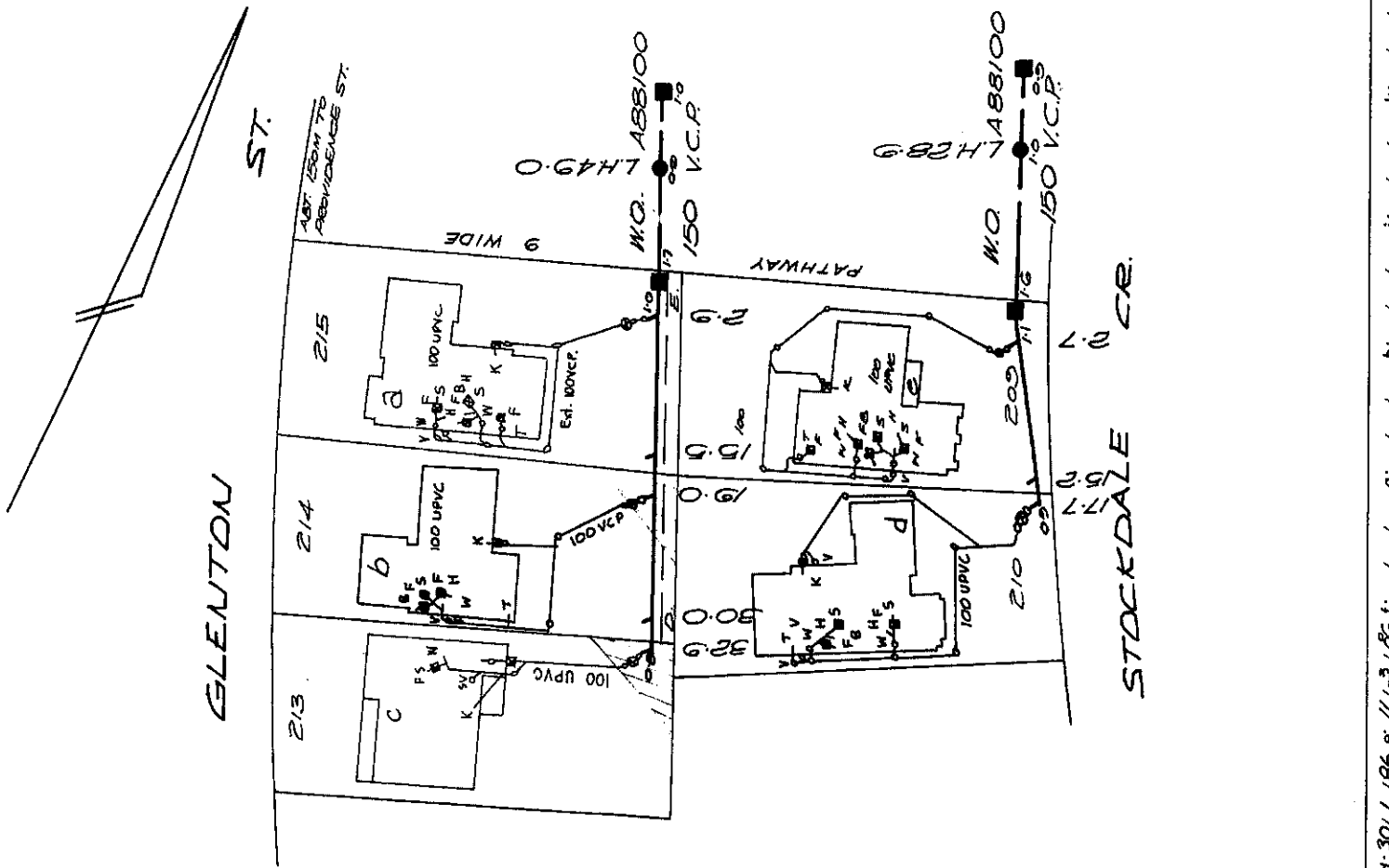
W.O. _____ Gaz. on _____

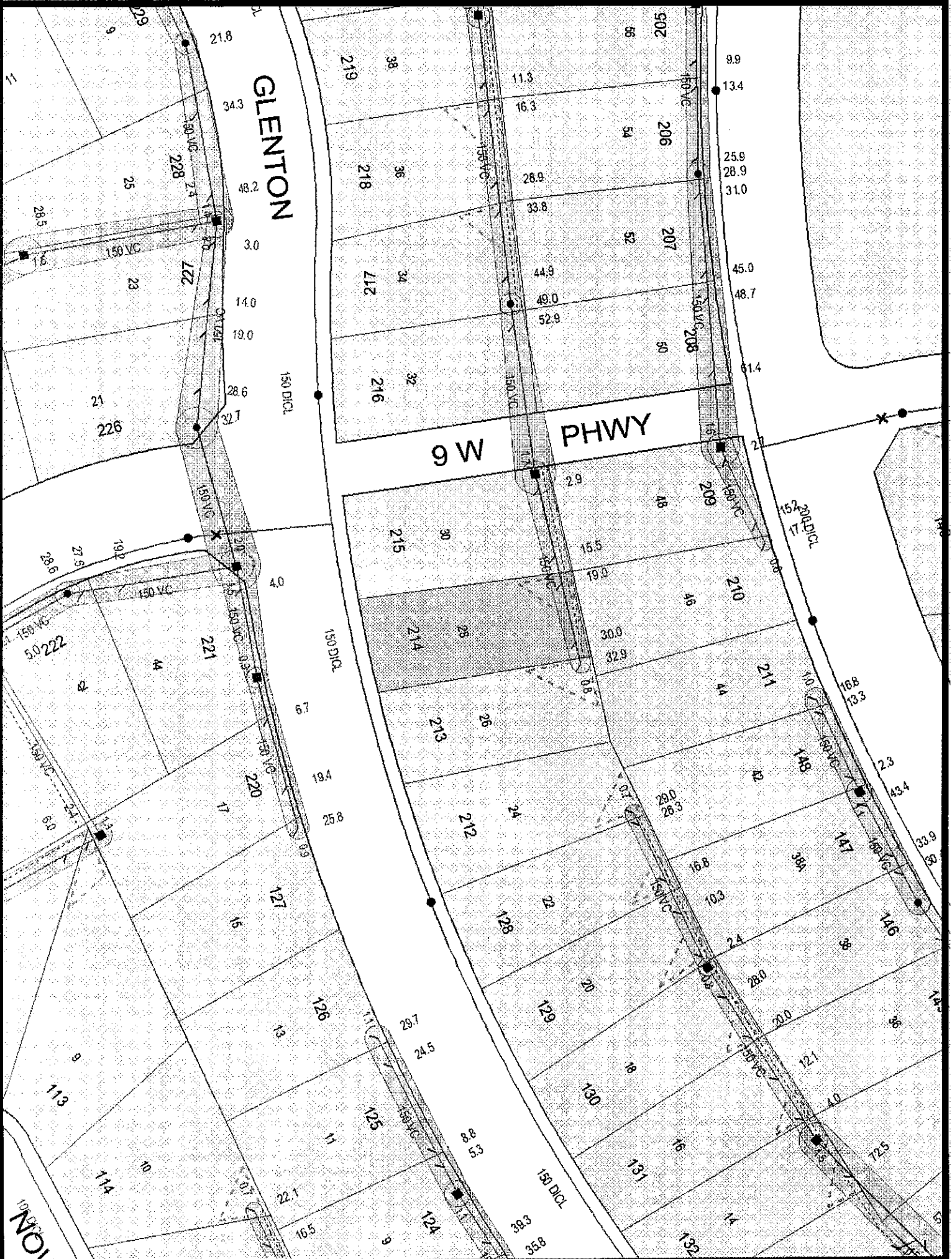
Boundary Trap Is not required

Sheet No. **7-1629**

_____ for House Services Engineer

Copy of Diagram No.





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



03/03/2020

InfoTrack
GPO Box 4029
SYDNEY NSW 2000

Dear Sir/ Madam

Following is your Planning Certificate as requested. Should you have any further queries please contact Council on (02) 9725 0821.

PLANNING CERTIFICATE

(under section 10.7 of the Environmental Planning and Assessment Act 1979 as amended)

Applicant:	InfoTrack
Certificate No.:	728/2020
Applicant's Reference:	011823-#66437932#
Issue Date:	03/03/2020
Receipt No.:	

PROPERTY ADDRESS:	28 Glenton Street ABBOTSBURY NSW 2176
LEGAL DESCRIPTION:	Lot: 214 DP: 712689

Marcus Rowan
MANAGER STRATEGIC LAND USE PLANNING

PLEASE NOTE: This is page 1 of 17. Should this Planning Certificate or any subsequent copy not contain this many pages, please confirm with Council prior to acting on the basis of information contained in this certificate under Section 10.7(2) not inclusive of Flood Information Sheet.



**Information provided under
Section 10.7(2) of the Environmental Planning and Assessment Act 1979**

Notes:

- (1) The following prescribed matters may apply to the land to which this certificate relates.
 - (2) Where this certificate refers to a specific allotment (or allotments) within a strata plan, the certificate is issued for the whole of the land within the strata plan, not just the specific allotment(s) referred to, and any information contained in the certificate may relate to the whole, or any part, of the strata plan.
 - (3) The following information is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act 1979 as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation 2000 and is applicable as at the date of this certificate.
 - (4) Information provided in this certificate should be interpreted in conjunction with the relevant plans, policies and documents held at Council. In order to obtain copies of these documents you may purchase them by either contacting Council on (02) 9725 0821 or attending Council's Administration Centre at 86 Avoca Road, Wakeley.
-

1. Names of relevant planning instruments and DCPs

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

State Environmental Planning Policies (SEPP)

SEPP (Housing for Seniors or People with a Disability) 2004

SEPP No. 33 - Hazardous and Offensive Development

SEPP (Major Development) 2005

SEPP No. 50 - Canal Estate Development

SEPP No. 55 - Remediation of Land

SEPP No. 64 - Advertising and Signage

SEPP No. 65 - Design Quality of Residential Flat Development

SEPP No. 19 - Bushland in Urban Areas

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011

SEPP (Primary Production and Rural Development) 2019

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Miscellaneous Consent Provisions) 2007

SEPP No. 21 - Caravan Parks

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (Vegetation in Non-Rural Areas) 2017

SEPP (Educational Establishments and Child Care Facilities) 2017

Regional Environmental Plans (Deemed SEPP)

Sydney Regional Environmental Plan No. 9 - Extractive Industry (No 2-1995)

The Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment

Local Environmental Plans (LEP)

Fairfield Local Environmental Plan 2013

Published on NSW Legislation Website: 17/05/2013.

In Force from: 31/05/2013.

As Amended.

- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved)

Draft Amendment to Fairfield LEP 2013 - Cl.6.4 Flood Risk Management – proposes to remove references to residential accommodation, commercial premises, industries and include new reference to seniors housing.

There is no draft SEPP applying to this land.

There is no other draft LEP applying to this land.

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

The land is subject to adopted Development Control Plans. (See attached schedule).

- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2. Zoning and land use under relevant LEP

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

(a) WHAT IS THE IDENTITY OF THE ZONE?

Zone R2 Low Density Residential

(b) WHAT IS PERMITTED WITHOUT DEVELOPMENT CONSENT?

Environmental protection works; Home-based child care; Home occupations.

(c) WHAT IS PERMITTED ONLY WITH DEVELOPMENT CONSENT?

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Oyster aquaculture; Pond based aquaculture; Tank based aquaculture; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Hospitals; Hostels; Information and education facilities; Places of public worship; Public administration buildings; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing.

(d) WHAT IS PROHIBITED?

Any other development not specified in item b or c.

There is no other draft LEP applying to this land.

Additional uses that are permitted with development consent.

There are no additional uses permitted with consent.

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

No development standards that fix the minimum land dimensions for the erection of a dwelling house apply to this land. Controls in other policies and plans may apply.

- (f) Whether the land includes or comprises critical habitat.

No

- (g) Whether the land is in a conservation area (however described).

No

- (h) Whether an item of environmental heritage (however described) is situated on the land.

No.

Attention is drawn however to Clause 5.10(5) of Fairfield Local Environmental Plan 2013:

"The consent authority may, before granting consent to any development:

(a) on land on which a heritage item is located, or

(b) on land that is within a heritage conservation area, or

(c) on land that is within the vicinity of land referred to in paragraph (a) or (b),

require a heritage management document to be prepared to assess the extent to which the carrying out of the proposed development would affect the heritage significance of the heritage item or heritage conservation area concerned."

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

Not applicable.

3. Complying development

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

Housing Code:

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

Low Rise Medium Density Housing Code

Complying development under the Low Rise Medium Density Housing Code may be carried out on the land.

Housing Alterations Code:

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

Commercial and Industrial Alterations Code:

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

Commercial and Industrial (New Buildings and Additions) Code:

No. The Commercial and Industrial (New Buildings and Additions) Code does not apply to the land.

Subdivision Code:

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

Rural Housing Code:

No. The Rural Housing Code does not apply to this land.

General Development Code:

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

Demolition Code:

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

Fire Safety Code:

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

Container Recycling Facilities Code:

No. The Container Recycling Facilities Code does not apply to the land.

- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

None Relevant.

- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Council does not have any relevant statement to make in relation to any further restrictions that may apply to complying development being carried out on the land. All information in relation to the extent that complying development can be carried out on the land is provided under Part 3(1) & (2) of this certificate.

Note: Clause 3 refers only to land based exclusions as listed in Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the SEPP (Exempt and Complying Development Codes) 2008. To be complying development, the development must be complying development that meets the standards and other requirements specified for that development as required by the SEPP. Please contact your accredited certifier or Council for further information.

4. Coastal Protection

Whether or not the land is affected by the operation of section 38 or 39 of the *Coastal Protection Act 1979*, but only to the extent that the council has been notified by the Department of Public Works.

No, this land is not affected.

4A Information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

No order under Part 4D of the Coastal Protection Act 1979, has been made.

- (2) In relation to a coastal council:

- (a) whether the council has been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

Council has not received any such notification.

- (b) if works have been so placed—whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Not applicable.

4B Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works.

In relation to a coastal council – whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 946B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

No annual charges under section 553B of the Local Government Act 1993, are applicable to the land.

5. Mine Subsidence

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

No, this land is not affected.

6. Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under Division 2 or Part 3 of the *Roads Act 1993*, any environmental planning instrument, or any resolution of the council.

The land is not affected by any road widening proposal under Division 2 of Part 3 of the Roads Act or Fairfield Local Environmental Plan 2013.

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

Whether or not the land is affected by a policy:

- (a) adopted by the council, or
- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils or any other risk, other than flooding.

Council's policies on hazard risk restrictions are as follows:

(i) Landslip

The land is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council (for the express purpose of its adoption by that authority being referred to in Planning Certificates issued by Council) that restricts development on the land because of the likelihood of landslide risk or subsidence.

(ii) Bushfire

Council has been supplied by the NSW Rural Fire Service with a hazard map for the purposes of a bush fire risk management plan applying to land within the Fairfield local government area. Based on that map, it appears the land referred to in this certificate is not bush fire prone as defined in Part 4 of the Environmental Planning and Assessment Act 1979.

(iii) Tidal Inundation

The land is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council (for the express purpose of its adoption by that authority being referred to in Planning Certificates issued by Council) that restricts development on the land because of the likelihood of tidal inundation.

(iv) Subsidence

No, the land is not so affected

(v) Acid Sulfate Soils

The land is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council (for the express purpose of its adoption by that authority being referred to in Planning Certificates issued by Council) that restricts development on the land because of the likelihood of acid sulfate soils.

(vi) Any other risks

No, the land is not so affected

7A. Flood related development controls information

1. Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

This land is subject to the flood related development controls included in the Fairfield City-Wide Development Control Plan 2013 in relation to the above development types. These controls apply (either directly, or indirectly by reference in site-specific DCPs) to all land in the Fairfield Local Government Area.

Generally, development controls will apply to development if the land (or part of the land) is within the floodplain or is affected by overland flooding.

Based on the information currently available to Council, this land is not affected by mainstream flooding. However, this is subject to future flood studies and reviews.

Based on the information currently available to Council, this land is not affected by overland flooding. However, this is subject to future flood studies and reviews.

2. Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

This land is subject to the flood related development controls included in the Fairfield City-Wide Development Control Plan 2013 in relation to the above development types. These controls apply (either directly, or indirectly by reference in site-specific DCPs) to all land in the Fairfield Local Government Area.

Generally, development controls will apply to development if the land (or part of the land) is within the floodplain or is affected by overland flooding.

Based on the information currently available to Council, this land is not affected by mainstream flooding. However, this is subject to future flood studies and reviews.

Based on the information currently available to Council, this land is not affected by overland flooding. However, this is subject to future flood studies and reviews.

Note: The flood information is the current information to date. However, Council reviews flood studies on an on-going basis and new information may become available in future. Please contact Council's Catchment Planning Division on 9725 0222 for any updated information.

Note:

3. Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.
-

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

The land is not reserved for acquisition under Fairfield Local Environmental Plan 2013.

9. Contributions plans

The name of each contributions plan applying to the land.

Fairfield City Council Indirect (Section 94A) Development Contributions Plan 2011 applies to all land within the City of Fairfield.

Fairfield City Council Direct (Section 94) Development Contributions Plan 2011 applies to this land.

9A. Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

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

The land is not biodiversity certified land.

10. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

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

No such agreement applies to the land.

10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)

Not applicable.

11. Bush fire prone land

If any of the land is bush fire prone land (as defined in Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.

Council has been supplied by the NSW Rural Fire Service with a hazard map for the purposes of a bush fire risk management plan applying to land within the Fairfield local government area. Based on that map, it appears the land referred to in this certificate is not bush fire prone as defined in Part 4 of the Environmental Planning and Assessment Act 1979.

12. Property vegetation plans

If the land to which a property vegetation plan approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies, a statement to that effect (but on if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

No.

13. Orders under Trees (Disputes between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

No

14. Directions under Part 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

No such direction applies to the land.

15. Site compatibility certificates and conditions for seniors housing

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies -

- (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include -
 - (i) the period for which the certificate is current, and
 - (ii) that a copy may be obtained from the head office of the Department, and
- (b) a statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is

aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is valid, and
- (b) that a copy may be obtained from the head office of the Department.

No such certificate applies to the land.

17. Site compatibility certificates and conditions for affordable rental housing

- (1) A statement to the whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
 - (a) the period for which the certificate is current, and
 - (b) that a copy may be obtained from the head office of the Department.

No such certificate applies to the land.

- (2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that has been imposed as a condition of consent to a development application in respect of the land.

No such terms apply to the land.

18. Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) The date of any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No such plan or order applies to the land

19. Site verification certificates

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- (a) the matter certified by the certificate, and

Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

- (b) the date on which the certificate ceases to be current (if any), and
- (c) that a copy may be obtained from the head office of the Department.

No such certificate applies to the land

20. Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

Not Applicable.

21. Affected building notices and building product rectification orders

- (1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.
- (2) A statement of:
 - (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
 - (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

None Relevant

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

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,
- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,
- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

Continuously updated information in relation to the above matters can also be found by searching the records of the Environmental Protection Authority (EPA) at the website of the EPA. The search page can be found at: <http://www.epa.nsw.gov.au/prclmapp/searchregister.aspx>.

The following information is available to Council but may not be current:

Council has adopted by resolution a policy (commencing 1 August 2000), on contaminated land which may restrict the development of land. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of Council's adopted policy and the application of provisions under the State Legislation is warranted.

The land is not within an investigation area or remediation site under Part 3 of the Contaminated Land Management Act 1997.

The land is not subject to an investigation order or a remediation order within the meaning of the Contaminated Land Management Act 1997.

The land is not subject to a voluntary investigation proposal (or voluntary remediation proposal) that is the subject of the Environment Protection Authority's agreement under Section 19 or 26 of the Contaminated Land Management Act 1997.

The land is not subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997.

Note 2: Any advice received by Council pursuant to section 26(2) of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009, is included below.

No such certificate applies to the land.

FAIRFIELD CITY COUNCIL

DEVELOPMENT CONTROL PLANS

Fairfield Citywide Development Control Plan

Title	Adopted by Council*	Effective Date
Fairfield CityWide Development Control Plan 2013	13 November 2012	31 May 2013
<u>Amendment No.1</u> change maximum height permissible for detached secondary dwellings, clarify requirements and correct various anomalies, incorporate outdoor dining policy into a number of site specific DCPs (see table below)	11 February 2014	5 March 2014
<u>Amendment No.2</u> amend chapter 2 to reference Site Specific DCP – Wetherill Park Market Town	20 March 2013	7 March 2014
<u>Amendment No.3</u> Introduce Chapter 4B - Secondary Dwellings in Rural Area - Horsley Park and Cecil Park	11 December 2013	14 March 2014
<u>Amendment No. 4</u> amends Chapter 9 Industrial Development Site Specific Controls for 449 Victoria Street and 96 Newton Road, Wetherill Park	24 September 2013	21 March 2014
<u>Amendment No.5</u> amends Chapters 2 and 10 and Appendix B to ensure provisions within the DCP are in line with the SEPP (Exempt and Complying Development Codes) 2008.	13 May 2014	28 May 2014
<u>Amendment No. 5A</u> amends Chapter 6A – Multi Dwelling Housing – Town house and Villas: Site Specific DCP – 46 & 50 Cobbett Street, Wetherill Park.	12 March 2013	22 August 2014
<u>Amendment No. 6</u> including increase to building heights for detached granny flats, removal of reference to minimum lot sizes for R1 zoned lands, inclusion of new controls and provisions relating to neighbourhood shops and pad mounted sub stations, clarify requirements and correct a number of anomalies associated with secondary dwellings, dual occupancy, narrow lots and residential flat buildings and other minor inconsequential amendments.	12 August 2014	3 September 2014
<u>Amendment No. 6A</u> amends Chapter 14 Subdivision – Applying to land located on 630 Elizabeth Drive and 9-10 Schubert Place, Bonnyrigg Heights to facilitate a future road link between Stivala Place and Schubert Place.	12 August 2014	3 September 2014
<u>Amendment No.7</u> proposed amendments include – Additional Controls for Child Care Centres, Boarding Houses and Granny Flats; Revised Heritage Chapter; New provisions relating to CCTV for specific land uses, and; Acoustic measures for development in the Rural Area.	25 November 2014	3 December 2014
<u>Amendment No. 7A</u> amends Chapter 10 Miscellaneous Development - applying to land located on 1 Bartley Street, Cabramatta to facilitate the development of a hotel or motel accommodation at the Cabravale Diggers site.	26 August 2014	16 January 2015
<u>Amendment 8</u> amends Chapter 9 – Industrial Development. This amendment includes provisions for industrial/employment development proposals in close proximity to residential land. The amended controls cover the following issues: General Design Requirements (including setback considerations, driveways, loading and storage areas, etc); Bulk and scale; Vehicular and Pedestrian Access Privacy; Light Spill; Noise and Vibration; and Landscaping.	10 March 2015	1 April 2015
<u>Amendment 9</u> includes new provisions relating to various forms of residential development including: Building Appearance, Landscaping, Private Open space, Minimum Lot Width, Car Parking Rates and Notification of S82A Applications.	12 May 2015	27 May 2015
<u>Amendment 10</u> including amendments to: <ul style="list-style-type: none"> • the intent of the Development Control Plan and Development Application process – the DA Guide • provisions for rural zone development • residential flat building setbacks • heritage advice • road classifications 	14 July 2015	5 August 2015
<u>Amendment No.11</u> includes site specific development controls (private open space, car parking and dwelling density) for 46-50 Cobbett Street, Wetherill Park included in Chapter 6A Multi Dwelling Housing – Townhouses and Villas.	1 December 2015	16 December 2015
<u>Amendment No. 12</u> addresses anomalies in the DCP including but not limited to providing clarity on minimum room sizes, updated acoustic proofing measures for new dwellings in rural areas, car parking rates for disabled parking, and provisions	10 May 2016	25 May 2016

for site servicing and loading requirements in neighbourhood shops in residential zones.		
<u>Amendment No. 13</u> Clarification to requirements for acoustic measures for development in the rural areas, location of alfresco areas for secondary dwellings, car parking rates for restaurants & amendments to ensure controls for residential flat buildings are consistent with the State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development & associated Apartment Design Guide.	14 March 2017	5 April 2017
<u>Amendment No. 14</u> Site specific provisions for 620 Elizabeth Drive, Bonnyrigg Heights.	27 June 2017	15 September 2017
<u>Amendment No. 15</u> Amendment to Appendix G, and addition of Appendix H to introduce Aboriginal Heritage Management controls for development across Fairfield City	12 September 2017	28 February 2018
<u>Amendment No. 16</u> Amendments provide clarity relating to alfresco areas and carports provisions for secondary dwellings, lot width provisions for dual occupancy and multi dwelling housing on cul-de-sac heads, setbacks for residential flat buildings on corner sites, removal of Chapter 8B Neighbourhood and Local Centres – Mixed Use (Up to 2 storeys) to ensure consistency with the Apartment Design Guide, inclusion of accessibility requirements, inclusion of Council's Stormwater Management Policy, and guidelines for acknowledging petitions.	27 February 2018	21 March 2018
<u>Amendment No. 17</u> Amendment to Chapter 11 – Flood Risk Management to ensure consistency with proposed amendments to Clause 6.4 – Floodplain Risk Management of the Fairfield Local Environmental Plan 2013. A new category of "very low flood risk" has also been introduced.	21 November 2017	
<u>Amendment No. 18</u> Amendment to Chapter 10.11 to revise existing site specific DCP in relation to the Cabravale Diggers Club site at 1 Bartley Street, Canley Vale	14 November 2017	28 February 2018
<u>Amendment No. 19</u> Amendment to introduce site specific development controls for 17-23 Longfield Street, Cabramatta.	11 September 2018	28 February 2019
<u>Amendment No. 20</u> Amendment No. 20 provides clarity on controls and guidelines within the following chapters: <ul style="list-style-type: none"> • Chapter 3 – Environmental Management and Constraints; • Chapter 4A – Development in the Rural Zones; • Chapter 5A – Dwelling Houses; • Chapter 5B – Secondary Dwellings; • Chapter 6A – Multi Dwelling Housing; • Chapter 6B – Dual Occupancy; • Chapter 9 – Industrial Development; and • Chapter 14 – Subdivision 	12 February 2019	13 March 2019

Place Based and Site Specific Development Control Plans

Title	Adopted by Council*	Effective Date
Bonnyrigg Town Centre DCP.28(2010) - <u>Amendment No.1</u> (Awning controls and amendment to area subject to Bonnyrigg Town centre DCP – 3.11.2010) - <u>Amendment No.2</u> (Outdoor Dining Controls –5.3.2014)		28 May 2004
Bonnyrigg Town Centre DCP 2018 The DCP will replace the Bonnyrigg Town Centre DCP No.28 (2010)	6 August 2019	To be Determined - Upon Gazettal of Fairfield LEP 2013 – Amendment No. 31
Cabramatta Town Centre DCP (5/2000) - <u>Amendment No.1</u> (Outdoor Dining Controls –5.3.2014) - <u>Amendment No. 2</u> (New clause regarding Model Submission – 3.09.2014) - <u>Amendment No. 3</u> (Amended clauses and map regarding Precinct 2- Dutton Lane Car Park)	11 October 2016	10 March 2017
Fairfield City Centre DCP 2013 - <u>Amendment No.1</u> (Outdoor Dining Controls – 5.3. 2014) - <u>Amendment No. 2</u> (Remove reference to Public Art Guide and update signage controls reference – 3.09.2014) - <u>Amendment No. 3</u> (removes reference to the Fairfield Art Strategy as Council has not formally adopted a Public Art Strategy)	10 May 2016	25 May 2016
Canley Corridor DCP No.37 (2013) (Canley Vale and Canley Heights town centres) - <u>Amendment No.1:</u> (Development Controls for Adams Reserve 12.9.2006) - <u>Amendment No.2:</u> (Development Controls for 45-47 Peel St, Canley Heights 9.4.2008) - <u>Amendment No.3:</u> (Awnings controls 3.11.2010) - <u>Amendment No.4:</u> (Development Controls for 190 Canley Vale Rd, Canley Heights 19.4.2011) - <u>Amendment No.5:</u> (References to Fairfield LEP 2013 31.5.2013) - <u>Amendment No.6:</u> (Outdoor Dining Controls –5.3.2014) - <u>Amendment No. 7</u> (Remove reference to Public Art Guide – 3.09.2014) - <u>Amendment No. 8</u> (Include 46 Derby Street, Canley Heights into Town Centre Catchment – 01.07.2015) - <u>Amendment No. 9</u> (removes reference to the Fairfield Art Strategy as Council has not formally adopted a Public Art Strategy)	10 May 2016	25 May 2016
Fairfield Heights Local Centre DCP 2013	13 November 2012	31 May 2013
Prairiewood Town Centre – Southern Precinct DCP 2013	13 November 2012	31 May 2013
Site Specific DCP – Wetherill Park Market Town	20 March 2013	7 March 2014

Master Plans

Title	Adopted by Council*	Effective Date
Prairiewood Masterplan (December 2005)	13 November 2012	31 May 2013
Fairfield Town Centre Masterplans – The Crescent and Barbara Street Precincts (May 2007)		May 2007

Urban Design Studies

Title	Adopted by Council
Fairfield City Centre Key Sites Urban Design Study	27 March 2018
Fairfield Heights Town Centre Urban Design Study	27 March 2018
Villawood Town Centre Urban Design Study	27 March 2018

* Note: Some "In Force" Development Control Plans may be under review, check with Council for date of last amendment.