

1131 Burraborang Road,
BELIMBLA PARK NSW 2570

Draft Contract

McGrath

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 73512636	NSW DAN:
vendor's agent	McGrath Liverpool 265B Macquarie Street Liverpool NSW 2170		Phone: 9824 1100 Fax: Ref: Glen Craigie
co-agent			
vendor	LYNETTE ANNE RAYNER		
vendor's solicitor	Giles Payne & Co. 506 Bunnerong Road Matraville NSW 2036		Phone: 9661 6044 Fax: 9311 1295 Ref: Rayner G12119
date for completion	8 weeks after the contract date	(clause 15)	Email: reception@gilespayne.com.au
land	1131 BURRAGORANG RD BELIMBLA PARK NSW 2570		
(Address, plan details and title reference)	LOT 16 IN DEPOSITED PLAN 28521 16/28521		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input checked="" type="checkbox"/> blinds	<input checked="" 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 type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> curtains	<input type="checkbox"/> other:		

exclusions
purchaser

purchaser's solicitor

Phone:

Fax:

Ref:

Email:

price \$

deposit \$

balance \$

(10% of the price, unless otherwise stated)

contract date

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

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

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Rayner G12119

73512636

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

Nominated *Electronic Lodgment Network (ELN)* (clause 30) PEXA

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 38-0
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

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 number (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 *RW rate* (residential withholding rate): \$

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

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

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

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

List of Documents

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

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 ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 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

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 of 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 *servicing* 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 *mortgages 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 –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* 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;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

<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*.

CERTIFICATE

I,.....

Solicitor of

certify as follows:

- (a) I am a Solicitor currently admitted to practice in New South Wales.
- (b) I am giving this certificate in accordance with S66W of the Conveyancing Act 1919 with reference to a contract for the sale of the property **2/14 Bardsden Road, Camden**
from
to
in order that **either** THE COOLING OFF PERIOD BE SHORTENED TO DAYS **OR** THERE IS NO COOLING OFF PERIOD IN RELATION TO THIS CONTRACT.
- (c) I do not act for the Vendor and am not employed in the legal practice of a solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or the employee.
- (d) I have explained to
 - (i) The effect of the contract for the purchase of the property;
 - (ii) The nature of this certificate;
 - (iii) The effect of giving this certificate to the vendor, ie. that either "the cooling off period under S66S of the Conveyancing Act is shortened to days" or "there is no cooling off period in relation to the contract".

Dated:

.....
Signature

**ADDITIONAL CONDITIONS FOR INCLUSION IN CONTRACT
FOR THE SALE OF LAND 2019 EDITION**

MADE BETWEEN _____ (“Vendor”)
AND _____ (“Purchaser”)
DATED THIS _____ DAY OF _____ 2020

32. AMENDMENTS TO STANDARD PRINTED FORM OF CONTRACT

The provisions set forth in this contract shall be amended as follows:

- (a) **Clause 2.5:** Delete “This right to *terminate*.....paid in full.”
- (b) **Clause 6.1:** is amended by deleting the words “before completion” on the first line and inserting in lieu thereof the words “within 21 days of the date of this Contract”;
- (c) **Clause 7.1.1:** is deleted;
- (d) **Clause 8.1.1:** is amended by deleting the words “on reasonable grounds”;
- (e) **Clause 10.1.8:** by replacing the word “substance” with the word “existence”;
- (f) **Clause 10.1.9:** by replacing the word “substance” with the word “existence”;
- (g) **Clause 14.4.1:** is amended to delete the words “and this contract says that land tax is adjustable; and,
- (h) **Clause 14.4.2** – is deleted;
- (i) (i) **Clause 18.7** is deleted.
(ii) **Clause 18.8** is added “In the event the Purchaser takes possession of the property for any reason including undertaking any work on the property before completion and without the written consent of the Vendor, then an occupation fee of .1% of the purchase price is payable per day from the date of possession to the date of vacating the premises or settlement whichever event shall first occur.”
- (j) **Clause 20.6.5** is deleted and replaced with the words:- “served if it is sent by fax to the party’s solicitor unless it is not received”.
- (k) **Clause 23.14:** is deleted.
- (l) **Clause 31.6** is added “In the event the Vendor does not provide a *clearance certificate* or *variation* within 7 days prior to completion, then the Purchaser hereby agrees:-

If requested by the vendor:-

- i. To authorise the stakeholder to release from the deposit on completion any amount required to pay the Australian Taxation Office the *remittance amount* (and the entering into of this Contract shall be sufficient authority to the stakeholder); and

- ii. To settle at a place nominated by the Vendor which has the facility for payment of the *remittance amount*.

33. CONDITION

The Purchaser acknowledges that he is purchasing the property, including but not limited to any garage or carspace in a strata development, if applicable, its position and suitability, the property and its surrounds or any fencing in its present condition and state of repair and subject to any infestation and dilapidation and with any asbestos in any structure on the property and as a result of his own inspection, and that the Vendor has not nor has anyone of the Vendor's behalf made any representations in respect of the same. The Purchaser shall not be entitled to make any objection, requisition or claim for compensation in respect of the condition and state of repair of the property. The Purchaser shall not call upon the Vendor to carry out any works whatsoever in relation to the property hereby sold.

34. INCAPACITY

Without in any matter negating, limiting or restricting any rights or remedies which would have been available to the Vendor at Law or in Equity had this clause not been included herein should the Purchaser (and if more than one, either or any of them) prior to completion:-

- (i) Die or become mentally ill, then the Vendor may rescind the within Contract by notice in writing forwarded to the Solicitor named as the Purchaser's Solicitor in this Contract and thereupon the within Contract shall be at an end and the provisions of clause 19 hereof shall apply; or
- (ii) Being a company resolve to go into liquidation or have a petition for the winding up of the Purchaser presented to enter into any scheme of arrangement with its creditors under the Corporations Law or should any liquidator, receiver or official manager be appointed in respect of the Purchaser then the Purchaser shall be deemed to be in default hereunder.

35. INTEREST

In the event that completion does not take place on or before the completion date or any other later date agreed to by the Vendor through any cause other than default on part of the Vendor, then the Purchaser shall on actual completion in addition to paying moneys otherwise due on completion pay interest on the balance of purchase moneys at the rate of eight dollars (\$8.00) per centum per annum calculated from day to day and computed from the date when settlement of this Contract should take place pursuant to this clause to the date of actual completion. This clause shall not merge upon completion.

36. REAL ESTATE AGENTS

The Purchasers warrant that they have not been introduced to the Vendors or the Vendor or the subject property by any Real Estate Agent or Real Estate Salesman other than the Agent referred to in this Contract and notwithstanding the completion of this sale they shall indemnify and keep indemnified the Vendor against any liability incurred by him arising out of a breach of this warranty, including but not limited to, commissions, marketing expenses and legal fees on the indemnity basis.

37. VENDORS USE OF DEPOSIT

The Vendor, or either of them, shall be entitled to use the deposit monies paid herein as a deposit or for stamp duty for the purchase of any real estate or retirement Village bond or for stamp duty payable on a purchase **PROVIDED THAT** the same is retained in the trust account of a Solicitor or Licensed Real Estate Agent or Retirement Village Authority.

38. TRANSFER

In the event that this agreement is not completed strictly within the time limit stipulated herein:-

- (a) The Vendor shall forthwith be entitled by notice in writing served on the Purchaser:-
- (i) If the Purchaser has failed to tender the appropriate Transfer of the property, to require the Purchaser so to do within any period of not less than two (2) business days after service of such notice; and/or;
 - (ii) To require the Purchaser to complete this agreement within any period of not less than thirteen (13) days after service of such notice; and
 - (iii) To make time of the essence of this agreement both at law and in /equity in respect of either or both of the stipulation's referred to in paragraph (i) and (ii) above;
 - (iv) In the event the date for completion limited by this agreement is varied from the date originally specified in this agreement, then the Vendor shall continue to have the rights under this clause to issue the notice set out in sub clause (a) hereof, so long as that notice does not expire until the varied date for completion.
- (b) The Purchaser shall forthwith be entitled by notice in writing served on the Vendor to require the Vendor to complete this agreement within any period of not less than thirteen (13) days after service of such notice and to make time of the essence of this agreement both at law and in equity in respect hereof.

The parties acknowledge that any notice as aforesaid shall be valid for all purposes both at law and in equity and that the time limit or limits therein specified shall be reasonable and of the essence of this agreement both at law and in equity and neither party shall be entitled to make any objection or requisition in respect thereof.

- (c) In the event that the vendor issues a Notice to Complete, the Purchaser must pay on completion as compensation for additional expenses incurred by the Vendor in issuing a Notice an amount of \$220.00 (inclusive of GST). This is an essential term of this Contract.
- (d) The Purchaser shall also pay a cancellation fee which includes agency fees and legal fees incidental to reschedule settlement of \$165.00 (inclusive of GST) if an appointment for completion is cancelled on the day of completion or if the appointment is kept but completion is not effected on that day, due to no fault on the part of the Vendor.

39. NOTICE

- (a) In addition to the provisions otherwise contained herein a notice or document ("the Notice") shall be sufficiently served for the purposes of this agreement if

the Notice is sent by facsimile transmission and in such case such Notice shall be deemed to have been received when:-

- (i) In the case of facsimile transmission, the transmission has been completed except where;
 - (ii) The sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the Notice shall be deemed not to have been given or received or;
 - (iii) The time of dispatch is not before 1700 hours on a day on which business is generally carried on in the place to which such Notice is sent, in which case the Notice shall be deemed to have been received at 900 hours on the next day on which business is generally carried on at that place.
- (b) A party receiving the facsimile transmission:-
- (i) May object to the facsimile transmission as not being fully legible.
 - (ii) If a valid Objection is made to a facsimile transmission and that party requests re-transmission before 5 pm on the next Business Day after completion of the first facsimile transmission, the party sending the facsimile transmission shall retransmit it, and both transmissions will be deemed to have been made at the time of completion of the retransmitted facsimile.
 - (iii) If a time restriction is placed by reference to the date of receipt of the facsimile transmission or the performance of an Obligation or the exercise of the Right by the party who makes the valid objection to the facsimile transmission, the time restriction for performance of the Obligation or the exercise of the Right is deemed to be extended by a corresponding time period to the time between the original transmission and the re-transmission of the facsimile.

40. DEPOSIT

(a) Investment

The deposit is to be invested (at the risk of the party which becomes entitled to it) in an interest bearing account in New South Wales, payable at call or on a term no longer than the date of completion of this Contract, with interest to be re-invested, and the interest is to be paid equally, after deduction of all proper government taxes and financial institution charges and administration charges of the Solicitors for the Vendor relating to the investment PROVIDED HOWEVER if less than 10% deposit has been paid then all of the interest is to be paid to the Vendor.

(b) Tax File Numbers

The parties hereto acknowledge that each is aware of the provisions of the Taxation Laws Amendment (Tax File Numbers) Act No. 92 of 1988. In particular, that if a Tax File Number or Claim for Exemption is not quoted to an investment body, then the investment body will deduct tax from unattributed income. The parties agree that:-

- (i) In the event that the deposit is less than \$50,000.00, it shall be at the absolute discretion of the Vendor's Solicitor as whether or not the deposit is invested; and

- (ii) In the event that the deposit is \$50,000.00 or more and the Purchaser does not supply its Tax File Number on the date of exchange of contracts, then the Vendor's Solicitors shall not be required to invest the deposit. This Clause shall apply notwithstanding any other provision in the printed Agreement.

41. DIRECTORS GUARANTEE AND INDEMNITY

(a) **Application**

If the Purchaser is a Company, then the Directors of the Company as signified by their signing of this Contract shall guarantee the performance of the Company (the Guarantor) are as follows:-

(b) **Consideration**

The Guarantor:

- i) gives this guarantee and indemnity in consideration of the Vendor agreeing to enter into this Contract; and
- ii) acknowledges incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the Vendor including the agreement of the Vendor to enter into this Contract.

(c) **Guarantee**

The Guarantor unconditionally and irrevocably guarantees payment to the Vendor of the Guaranteed Money and unconditionally and irrevocably guarantees the due and punctual performance of the Guaranteed Obligations.

(d) **Money**

If the purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this Contract, then the Guarantor agrees to pay the Guaranteed Money to the Vendor on demand from the Vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.

(e) **Obligations**

If the purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the document under which they are to be performed then the Guarantor agrees to perform the Guaranteed Obligations on demand from the Vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.

(f) **Indemnity**

As a separate undertaking, the Guarantor indemnifies the Vendor against:

- (i) all liability or loss arising from, and any costs, charges or expenses incurred in connection with the Guaranteed Money not being recoverable from the Guarantor under subclauses (c) and (d) of this clause or from the Purchaser because of any circumstances whatsoever; and

- (ii) all liability or loss arising from, and any costs, charges or expenses incurred in connection with, the Guaranteed Obligations not being duly and punctually performed because of any circumstance whatsoever.

(g) **Continuing Nature**

This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The Guarantor waives any right it has of first requiring the vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the Purchaser or any other person before claiming from the Guarantor under this guarantee and indemnity.

(h) **Principal Obligations**

The liabilities under this guarantee and indemnity of the Guarantor as a guarantor, principal debtor, principal obligor or indemnifier and the rights if the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, without limitation, one or more of the following:

- (i) the Vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the Purchaser; or
- (ii) acquiescence, delay, acts, omissions or mistakes on part of the Vendor; or
- (iii) any variation or novation of a right of the Vendor, or alteration of this Contract or a document, in respect of the Purchaser.

(i) **No Claims**

As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the Guarantor may not, without the consent of the Vendor:

- (i) make a claim or enforce a right (including, without limitation, a mortgage, charge or other encumbrance) against the Purchaser or its property; or
- (ii) prove in competition with the Vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due.

(j) **Warranty**

The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter in this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

42. CONDITIONS OF SALE BY AUCTION

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

The Bidders Records mean the Bidders Record to be kept pursuant to Clauses 12, 13 & 14 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;
 - (i) The principal's reserve price must be given in writing to the Auctioneer before the auction commences;
 - (ii) A bid for the seller cannot be made unless the Auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller;
 - (iii) The highest bidder is the Purchaser, subject to any reserve price;
 - (iv) In the event of a disputed bid, the Auctioneer is the sole arbitrator and the Auctioneer's decision is final;
 - (v) The Auctioneer may refuse to accept any bid that, in the Auctioneer's opinion, is not in the best interests of the seller;
 - (vi) A bidder is taken to be a principal unless, before bidding, the bidder has given to the Auctioneer a copy
 - (vii) of a written authority to bid for or on behalf of another person;
 - (viii) A bid cannot be made or accepted after the fall of the hammer;
 - (ix) 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 sub-clause (a) of this clause, are prescribed as applicable to and in respect of the Sale by auction of residential property or rural land;
 - (i) All bidders must be registered in the Bidders Records and display an identifying number when making a bid;
 - (ii) One bid only may be made by or on behalf of sellers. This includes a bid made by the Auctioneer on behalf of the seller;
 - (iii) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, The Auctioneer must clearly state that the bid was made by or on behalf of the seller or Auctioneer.

The Purchaser hereby acknowledges that the terms and conditions as stated herein will apply in the event the property is sold and purchased at auction.

43. PENSIONER REBATE

Notwithstanding the Provisions of Clause 14, should the Vendor be entitled to a Pensioner Rebate on Council Rates and/or Water Rates, then the rates shall be adjusted on a quarterly basis and the figure for adjustment shall be the rates applicable for that quarter less the pensioner rebate applicable for that quarter. The Purchaser shall be wholly responsible for the payment of the remaining quarters (calculated by Council without any pensioner rebate).

44. OUTGOINGS

- (a) The Vendor and the purchaser agree that if on completion any apportionment or adjustment of any outgoings required to be made under this Contract is overlooked or is incorrectly calculated, the Vendor or Purchaser will forthwith upon being so requested by the other make the correct calculations and adjustment and pay such amount to the other as is correctly determined by such calculation and to be paid within seven days upon being requested to do so in writing.
- (b) This clause shall not merge on completion.

45. INCLUSIONS

The purchaser acknowledges and agrees that:

- (a) The vendor does not make any representation or warranty about the condition, working order or state of repair of the inclusions and the purchaser acknowledges and accepts them in the condition and state of repair as at the date of this Contract.
- (b) The vendor is not responsible for any fair wear and tear, mechanical breakdown, loss of or damage to the inclusions (other than the willful damage caused by the vendor) which occurs after the date of this Contract and the purchaser must not delay completion, nor make any requisitions, objections or claims for compensation in relation to these matters.

46. DELIVER AS A DEED

Subject to the express provisions in this Agreement to the contrary, each party by signing or executing this Agreement is deemed to unconditionally sign, seal and deliver this Agreement as a deed, with the intention of being immediately legally bound by this Agreement.

47. WARRANT OF AUTHORITY

Each person signing this Agreement:-

- (a) As Attorney, by so doing, warrants to the other parties that, as at the date of signing, the signatory has not received notice or information of the revocation of the Power of Attorney appointing that person;
- (b) An authorised Representative, agent or Trustee of a party, warrants to the other parties that, as at the date of signing, the signatory has full authority to execute this Agreement on behalf of the parties.

48. ELECTRONIC TRANSFER

- (a) If the parties have agreed to conduct this transaction electronically, then the Purchaser shall provide at least one business (1) day prior to settlement an Order on Agent/Solicitor to the Vendor on letterhead to be held in escrow by uploading the Order onto the electronic conveyancing workspace. Once settlement has been completed successfully then the Vendor's solicitor is entitled to deal with the Order without any further recourse to the Purchaser.
- (b) The Purchaser cannot call upon the Vendor to complete this transaction until such time as the Purchaser has complied with this clause.

49. VENDOR DISCLOSURE

- (a) The Purchaser acknowledges that the documents listed in the list of documents on page 3 of the printed form of Contract are attached to and form part of this Contract. The Vendor does not warrant the accuracy or completeness of the matters set out in the documents attached to the Contract. The Purchaser cannot make any claim or requisition, delay completion, withhold purchase money or rescind or terminate this Contract because any matters disclosed or described in this Contract or any documents attached thereto are incomplete or inaccurate as they relate to this property.

50. EXCHANGE ON SCANNED DOCUMENTS

(Where scanned Vendor Contract)

- (a) The Vendor and Purchaser agree that exchange of this Contract may take place with:
- (i) a signed and scanned and emailed contract signed by the Vendor (*scanned vendor contract*); and
 - (ii) an original contract signed by the Purchaser (*original Purchase Contract*).
- (b) The Vendor and Purchaser agree that a legally binding contract will come into existence when the Vendor, his Agent or his Solicitor dates the Contracts.
- (c) Prior to completion (and for good form only) the Vendor must give the Purchaser the original contract signed by the Vendor (*original Vendor Contract*) to substitute the scanned Vendor Contract. A failure by the Vendor to comply with this clause will not affect the legally binding nature of the Contract on and from the exchange date.

51. EXCHANGE ON SCANNED DOCUMENTS

(Where scanned Purchaser Contract)

- (a) The Vendor and Purchaser agree that exchange of this Contract may take place with:
- (i) a signed and scanned and emailed contract signed by the Purchaser (*scanned Purchaser Contract*); and
 - (ii) an original contract signed by the Vendor (*original Vendor Contract*).
- (b) The Vendor and Purchaser agree that a legally binding contract will come into existence when the Vendor, his Agent or his Solicitor dates the Contracts.
- (b) Prior to completion (and for good form only) the Purchaser must give the Vendor the original contract signed by the Purchaser (*original Purchase Contract*) to substitute the scanned Purchase Contract. A failure by the Purchaser to comply with this clause will not affect the legally binding nature of the Contract on and from the exchange date.
- (c) It is an essential term of this contract that the Purchaser gives the original contract to the Vendor at least two (2) working days prior to completion. The Vendor is not required to complete this matter until the Purchaser has delivered the contract.

52. CHRISTMAS PERIOD

In the event that the date for completion in this Contract for Sale falls after 22nd December 2020 and before 11th January 2021 ("the Christmas period"), then the date for completion in this Contract for sale shall be deemed to be Friday 15 January 2021 ("the Resumption Date").

In the event that a party serves the other party with a Notice during the Christmas period the date of service of the Notice is deemed to be the Resumption Date.

If, prior to the commencement of the Christmas period, a party serves the other party with a Notice to Complete which appoints a date by which to complete this Contract which falls within the Christmas period then the date is hereby extended to the Resumption Date.

In the event that damages are payable by either party pursuant to this Contract no damages will be payable by either party for any day that completion does not occur during the Christmas period.

53. SPECIFIC DISCLOSURE

53.1 Definitions:

"Authority" means the Crown, a minister, a government department, a corporation or authority constituted for a public purpose, a holder of an office for public purpose, a local authority, a court and any officer or agent of any of the foregoing acting as such

"Building Certificate" means a certificate under Division 6.7 and in particular Section 6.25 of the *Environmental Planning and Assessment Act 1979 (NSW)*.

"Claim" includes a claim, demand, remedy, suit, injury, damage, loss, cost, order, notice, liability, action, proceeding or right of action

"Contract" means this contract for sale

"Council" means Wollondilly Shire Council

"Environmental Law" means:

- (a) all laws relating to land or water use, town planning, the environment, noise, development, construction or structures, coastal protection, water catchment, soil conservation, nature conservation, heritage conservation, asbestos, human health, contamination, hazardous materials or substances, radiation, pollution, waste disposal, land management or materials or substances which present a risk of harm to human health or the environment;
- (b) all conditions of all consents, approvals, authorizations, licenses and permits issued under any law in sub-clause (a); and
- (c) regulations or any order, gazettal, notice, direction or requirement of any government, statutory or other body or authority in relation to these matters

53.2 The Purchaser warrants that, unless specifically provided otherwise in this Contract or in any other agreement which refers to the Property which is disclosed or referred to in this Contract, it has not entered into this Contract on reliance on any express or implied statement, representation, promise or warranty, verbal or otherwise, made by the Vendor or on its behalf in respect

of any matter relating to the Property or which has or may have an effect on the Property, including but not limited to:

- (a) the neighbourhood in which the Property is located; or
- (b) the suitability of the Property or improvements for any use or proposed use or redevelopment by the Purchaser; or
- (c) the rights and privileges relating to the Property; or
- (d) the environmental status of the Property and any non-compliance with any laws or regulation relation to the environmental status of the Property; or
- (e) any financial return or income or allowance derived or to be derived from the Property.

53.3 The Purchaser acknowledges that the Purchaser when entering into this Contract, relied exclusively on its own enquiries on the following matters independently of any statements, feasibility statements, forecasts, inducements or representations made by or on behalf of the Vendor (including any agent or representative acting on behalf of the Vendor):

- (a) the inspection of and investigations relating to the Property made by or on behalf of the Purchaser;
- (b) the warranties and representations expressly contained in this Contract;
- (c) the skill and judgment of the purchaser, its consultants and representatives;
- (d) opinions or advice obtained by the Purchaser independently of the Vendor or of the Vendor's agents or employees; and
- (e) all disclosure documents an annexures to this Contract.

53.4 The Purchaser further acknowledges that this Contract and the Property is sold and is accepted by the Purchaser in its present state of repair and condition and subject to any infestation or dilapidation including all latent and patent defects and faults and that the Purchaser will not make or take any objection, requisition or claim for compensation in relation to any or all of the matters referred to in this special condition.

53.5 The Purchaser agrees that:

- (a) any warranties by or on behalf of the Vendor, express or implied, as to any purpose for which the Property or as to any purpose for which any improvements which is or may be erected on the Property can be used are expressly negatived;
- (b) it buys the Property subject to any restrictions on its use or development under the *Environmental Planning and Assessment Act 1979 (NSW)* and any planning scheme; and
- (c) it will make no objection or requisition or claim for compensation will be made by the Purchaser or in respect of, nor will the Purchaser be entitled to rescind or terminate this Contract by reason of, any of the following matters:
 - (i) the presence of any sewer manhole or vent on the Property;
 - (ii) any rainwater downpipe being connected to the sewer;

- (iii) any latent or patent defect in the Property;
 - (iv) the Property not complying with any Environmental Law; or
 - (v) any other matter referred to in this special condition.
- 53.6 The Vendor specifically discloses and the Purchaser acknowledges the Vendor is not in possession of a Building Certificate for the Property or any part thereof including the conversion and/or renovation of the structure at the rear of the Property and anything therein or done thereon in respect of such conversion and/or renovation.
- 53.7 The Purchaser is not entitled to require the Vendor to:
- (a) apply for or do anything to obtain a Building Certificate; nor
 - (b) comply with the local council's requirements for the issue of a Building Certificate.
- 54.8 Completion of this Contract is not conditional on the Vendor or the Purchaser obtaining a Building Certificate.
- 53.9 The Purchaser will not make any objection, requisition or claim for compensation, delay completion, rescind or terminate this Contract in respect of:
- (a) any encroachment by or upon the Property; and/or
 - (b) any non-compliance with any Environmental Law.
- 53.10 The Purchaser releases and forever discharges the Vendor from all sums of money, claims, actions, suits or proceedings (whether actual or potential) for all damages, losses, costs, expenses and liabilities claimed suffered or incurred (whether before or after completion) in respect of any matter referred to in this special condition or any other matter or thing which may arise for the use or condition of the Property or from any statutory enactment in respect of the Property.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor
Purchaser
Property. 1131 Burragorang Rd Belimbla Park
Dated.

- 1 Possession and tenancies
2 Vacant possession of the Property must be given on completion unless the Contract provides otherwise
3 Is anyone in adverse possession of the Property or any part of it?
- (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
- 6 Title
7 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
8 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
9 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
10 When and where may the title documents be inspected?
11 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
- 12 Adjustments
13 All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion
14 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?
15 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
- 16 Survey and building
17 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
18 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
19 (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 s64 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 s74 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 of 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)*?
- Affections/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 to sell
- 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

- 28 to make any RW payment.
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



LAND
REGISTRY
SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 16/28521

SEARCH DATE	TIME	EDITION NO	DATE
13/10/2020	4:35 PM	5	8/9/2018

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

LAND

LOT 16 IN DEPOSITED PLAN 28521
LOCAL GOVERNMENT AREA WOLLONDILLY
PARISH OF BURRAGORANG COUNTY OF CAMDEN
TITLE DIAGRAM DP28521

FIRST SCHEDULE

LYNETTE ANNE RAYNER (T AD144115)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 * K383821 COVENANT
- 3 AD144116 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Rayner G12119

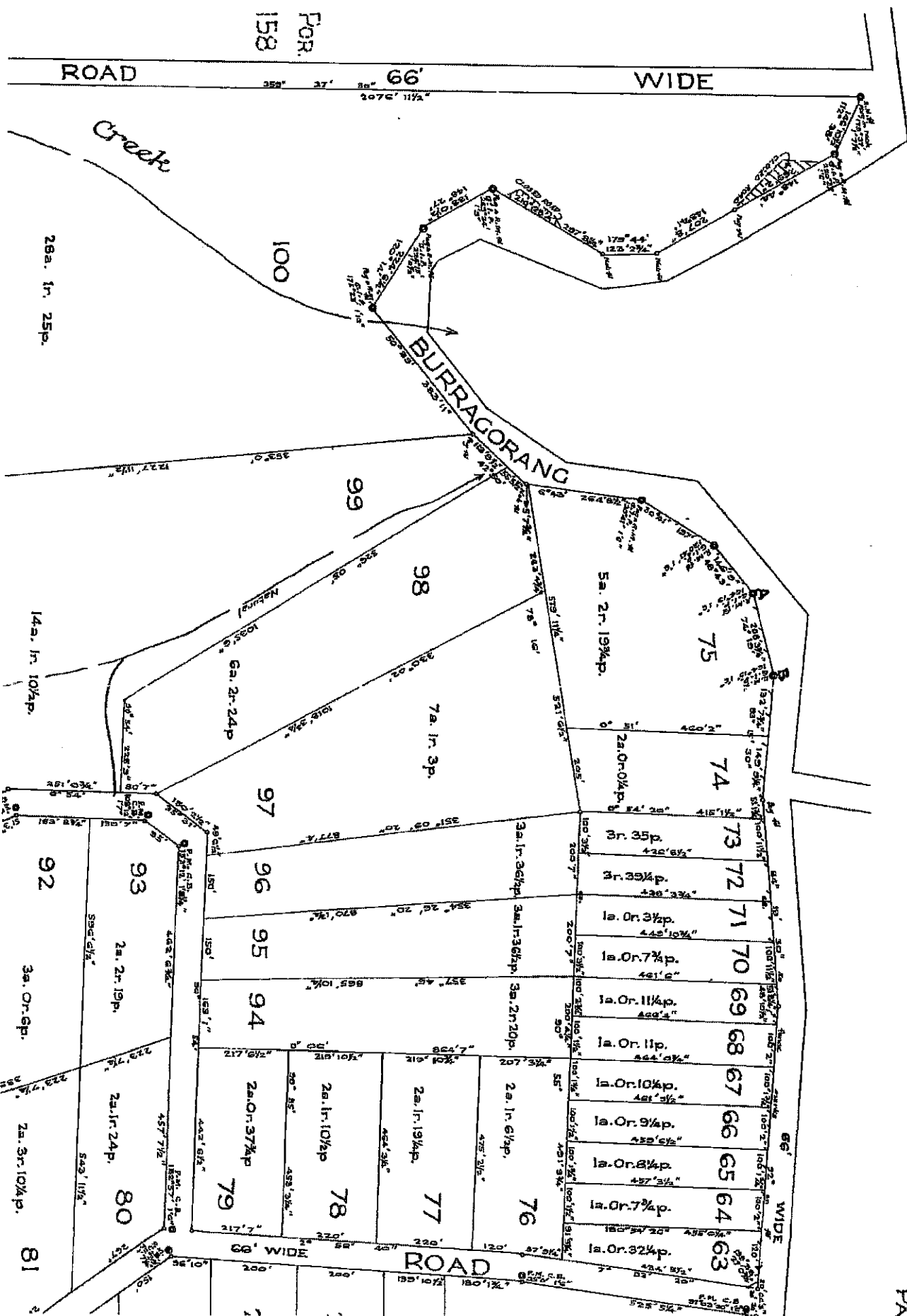
PRINTED ON 13/10/2020

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 98B(2) of the Real Property Act 1900.

Shire of Wollondilly DP 28521 of 2
 C890460 7-2-58
 (2 Sheets)

BELIMBLA PARK ESTATE

of
 PA

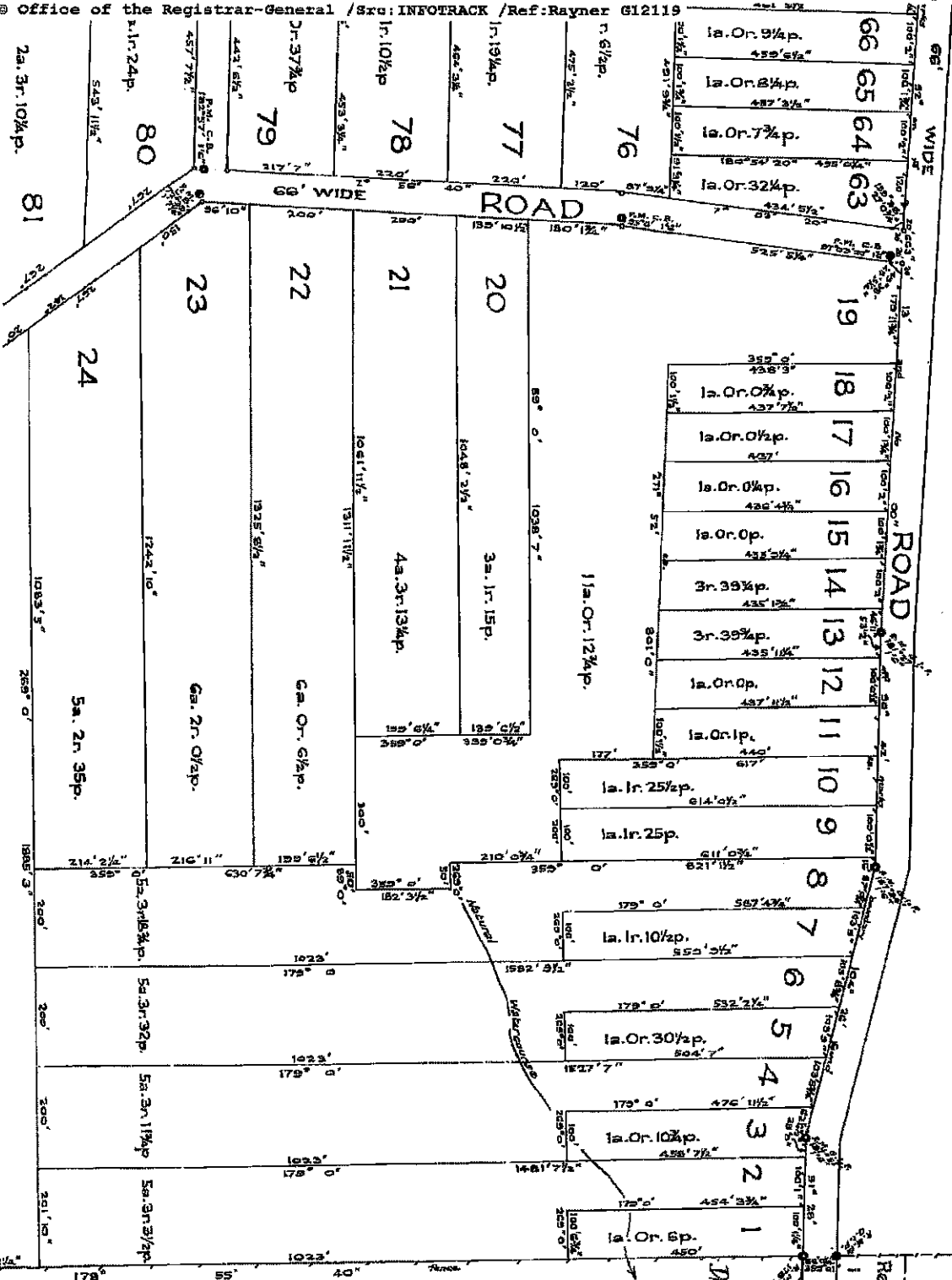


E

PLAN D.P.28521 s-1/2

of subdivision of part of portion 388-closed road
 PARISH OF BURRADORANG COUNTY OF CAMDEN

Scale: 200 feet to an inch.



This is the plan authorized and registered as
 in Sheet 1 of 2
 DEPARTMENT OF LANDS PLAN No. 28521/s-1/2
 on the 2nd day of April 1957
J. H. H. H.

Sheet 1 of 2

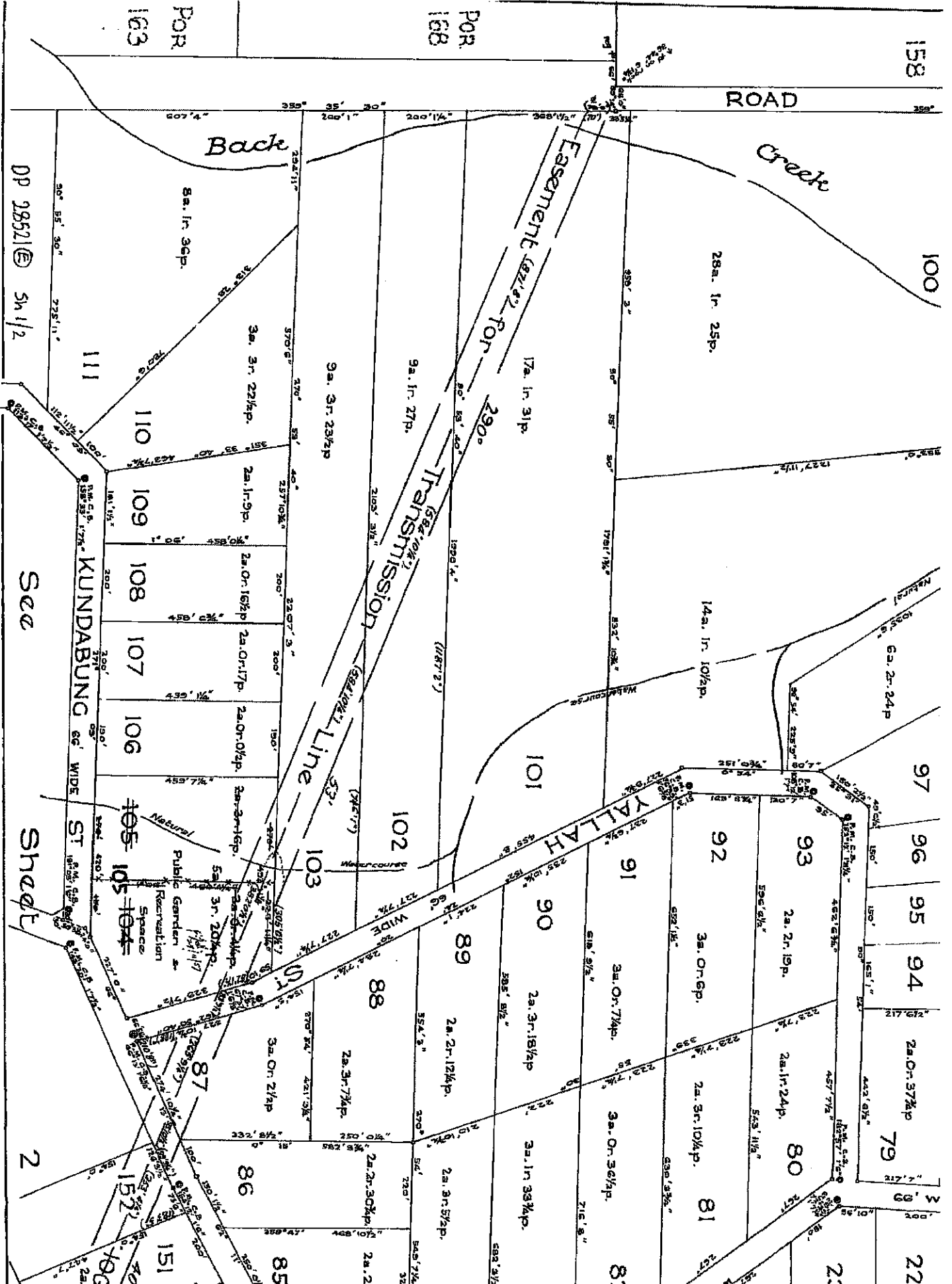


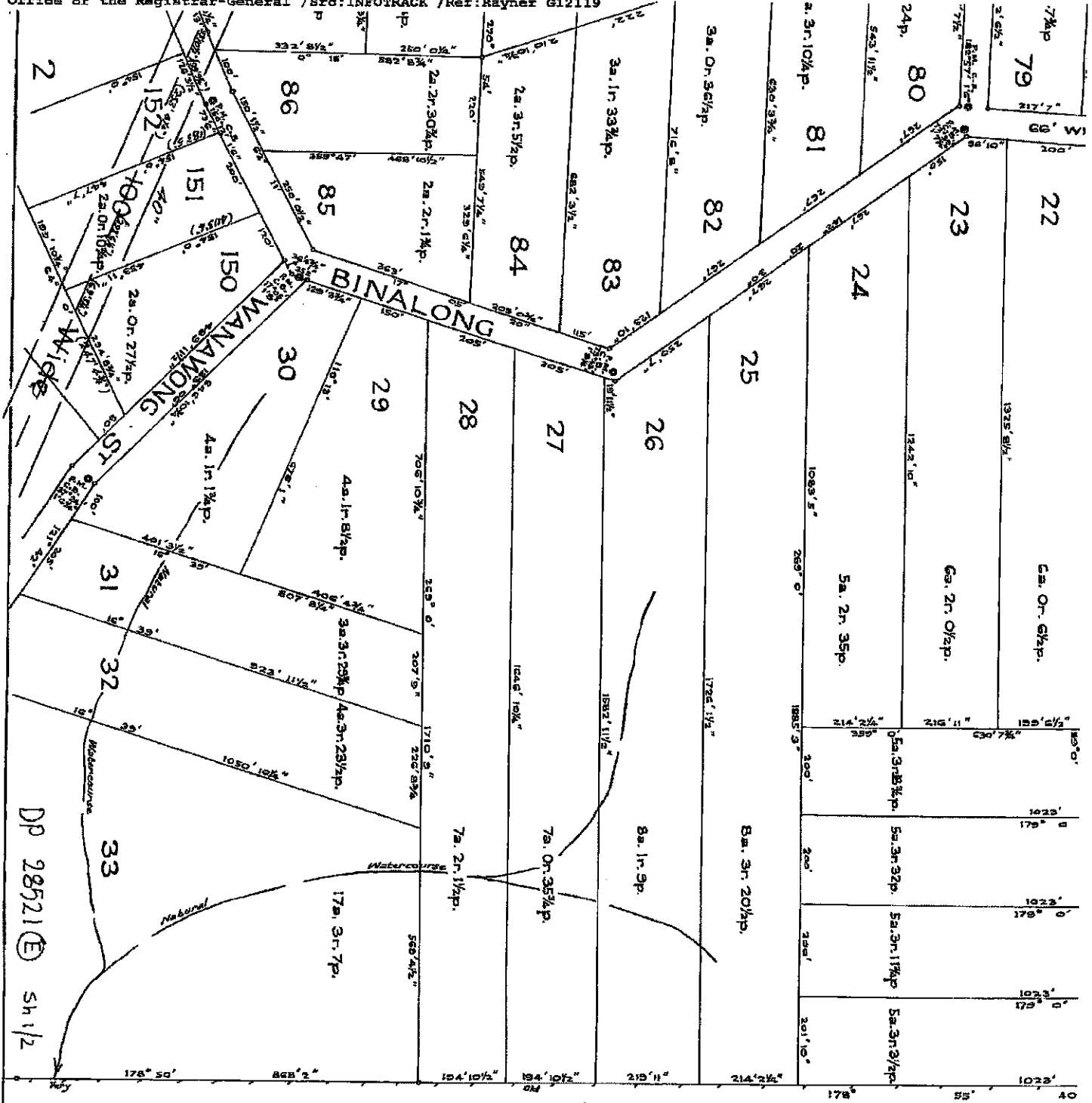
DAVID HENRY FRANKS JR
Rayner
3 December 1957
Rayner

It is intended by this notice, the new roads shown herein to the public.

The Common Seal of the Council of the Shire of Wallandilly was here affixed in pursuance of a resolution of the Council passed on the 21st day of NOVEMBER 1957

No. 57
Rayner





DP 28521 (E) sh 1/2

Azimuth A-B.

Surveyor registered under the
 Surveyors Act 1929-46

[Signature]

I, Geoffrey John Hunter of Grafton a
 Surveyor registered under the Surveyors
 Act 1929-46 hereby certify that the survey
 represented in this plan is accurate and has
 been made by me in accordance with the
 Survey Practice Regulations 1923 and was
 completed on 13-6-97

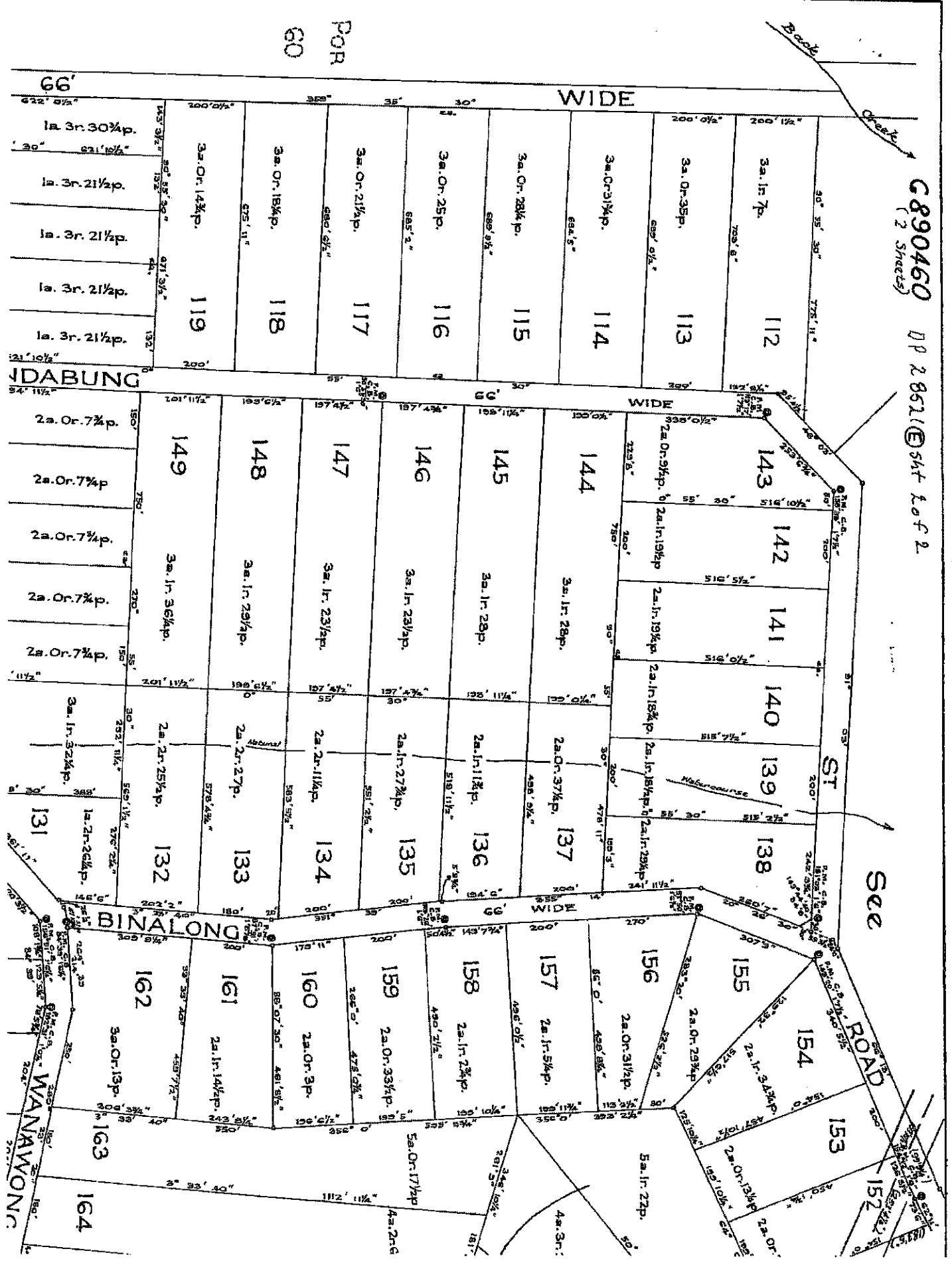
FOR 57

[Signature]
 Resident

The Common Seal of the Council of the
 Shire of Wallandilly was here affixed
 in pursuance of a resolution of the
 Council passed on the 21st day
 of NOVEMBER 1997

No
 57
[Signature]

Registered
 400-55-55-55-55-55
 13



C890460 DP 28521 (E) SAT Lot 2
 (2 Sheets)

POR
 GO

See

Back Creek

66' WIDE

WIDE

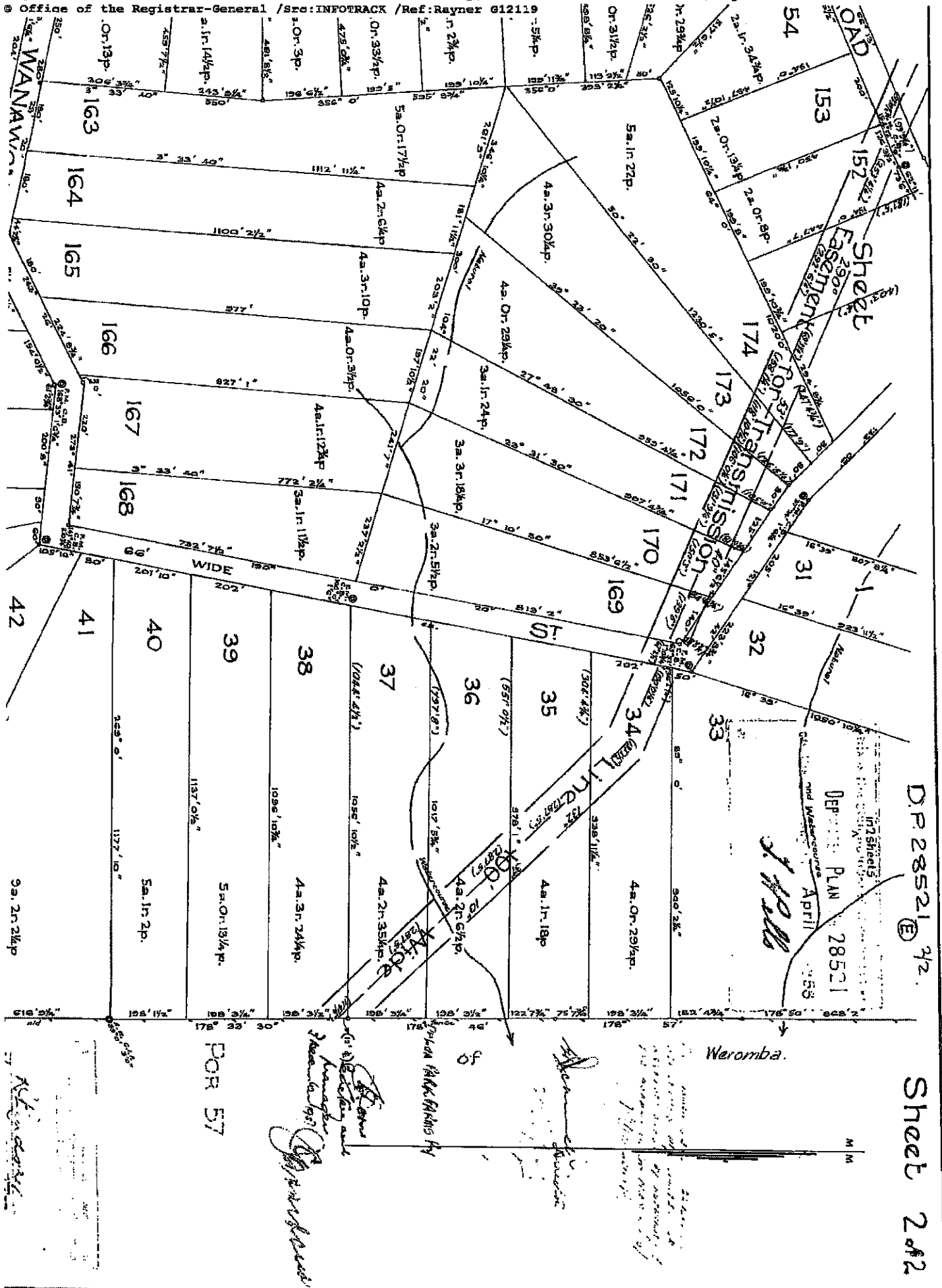
ST 200'

ST 300'

BINALONG

WANAWONG

- 112 3a. 1r. 7p.
- 113 3a. 0r. 35p.
- 114 3a. 0r. 3 1/4 p.
- 115 3a. 0r. 28 1/4 p.
- 116 3a. 0r. 25p.
- 117 3a. 0r. 2 1/2 p.
- 118 3a. 0r. 18 1/4 p.
- 119 3a. 0r. 14 1/4 p.
- 143 2a. 0r. 9 1/2 p.
- 144 3a. 1r. 28p.
- 145 3a. 1r. 28p.
- 146 3a. 1r. 23 1/4 p.
- 147 3a. 1r. 23 1/2 p.
- 148 3a. 1r. 23 1/4 p.
- 149 3a. 1r. 36 1/4 p.
- 131 1a. 2r. 26 1/4 p.
- 132 2a. 2r. 25 1/2 p.
- 133 2a. 2r. 27p.
- 134 2a. 2r. 11 1/4 p.
- 135 2a. 1r. 27 1/2 p.
- 136 2a. 1r. 12 1/2 p.
- 137 2a. 0r. 37 1/4 p.
- 138 2a. 1r. 15 1/4 p.
- 139 2a. 1r. 15 1/4 p.
- 140 2a. 1r. 15 1/4 p.
- 141 2a. 1r. 19 1/4 p.
- 142 2a. 1r. 19 1/2 p.
- 153 2a. 0r. 13 1/4 p.
- 154 2a. 1r. 5 1/4 p.
- 155 2a. 0r. 29 1/4 p.
- 156 2a. 0r. 31 1/2 p.
- 157 2a. 1r. 5 1/4 p.
- 158 2a. 1r. 2 1/4 p.
- 159 2a. 0r. 33 1/4 p.
- 160 2a. 0r. 3p.
- 161 2a. 1r. 14 1/4 p.
- 162 3a. 0r. 13p.
- 163 5a. 1r. 27p.
- 164 4a. 2r. 6



D.P. 28521 @ 1/2

Sheet 2 of 2

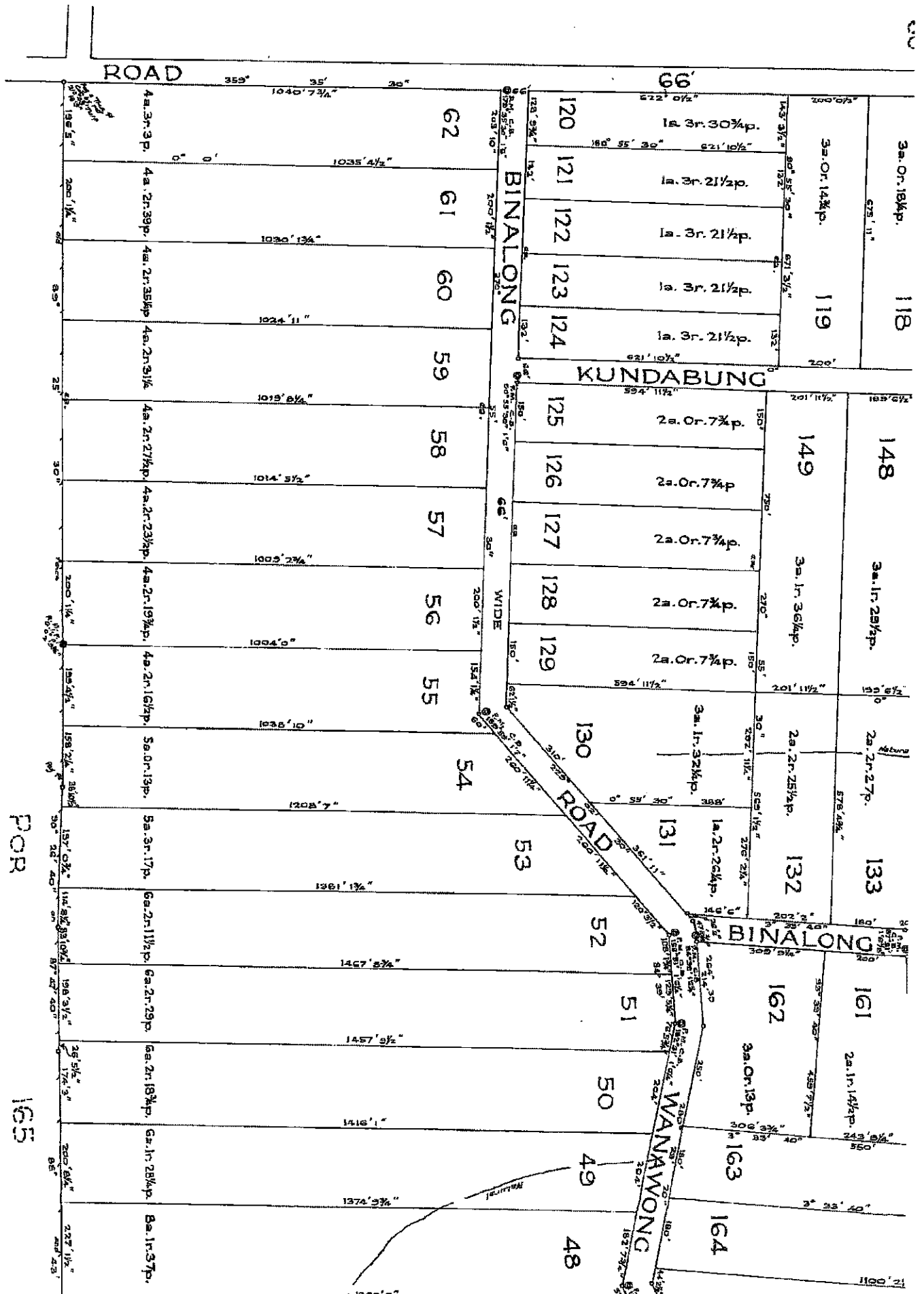
DEPARTMENT OF LANDS
PLAN 28521
APRIL 1958

J. Hall

Weromba.

FOR 57

Handwritten notes and signatures at the bottom of the plan.



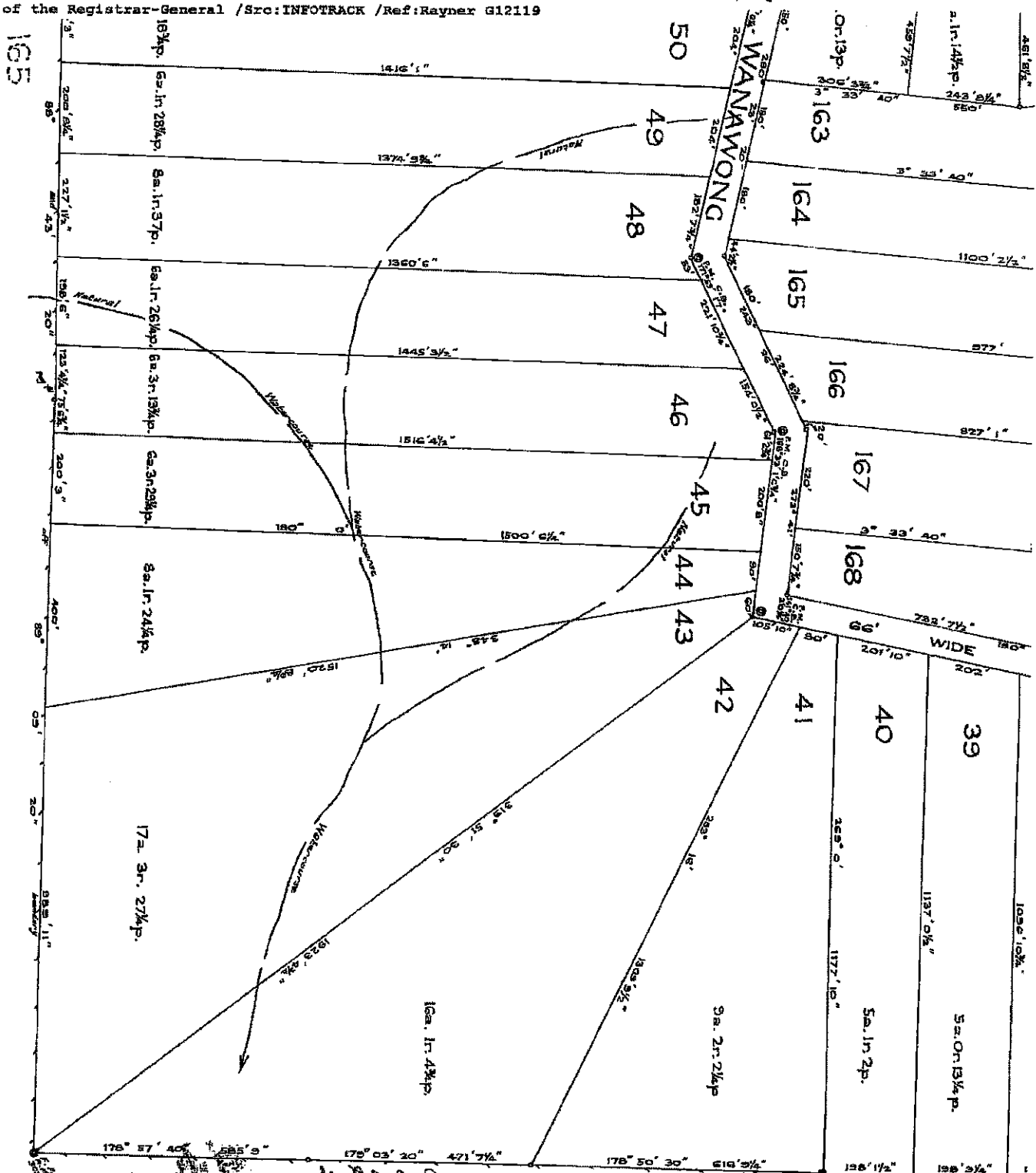
DP 28521 @ Sh 2/2

FOR 165

Scale: 200 feet to an inch.

00 feet to an inch.

D.P. 28521 1/2



FOR 57

No. 57
 Date 28 NOV 1957
 This is sheet 2 of plan of survey by me completed on 13-6-57
 P. J. MURPHY
 Surveyor Registered under the Surveyors Act 1929-46.

The Common Seal of the Council was hereunto affixed in pursuance of a Resolution passed on the 21st November 1957.

J. J. MURPHY
 SURVEYOR
 CLERK.

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT
 DP 28521 SH 1/2 CONTD

FEET INCHES	METRES
1 2 3/8	0.460
1 6 1/8	0.467
1 9 1/8	0.468
1 12 1/8	0.469
1 15 1/8	0.470
1 18 1/8	0.471
1 21 1/8	0.472
1 24 1/8	0.473
1 27 1/8	0.474
1 30 1/8	0.475
1 33 1/8	0.476
1 36 1/8	0.477
1 39 1/8	0.478
1 42 1/8	0.479
1 45 1/8	0.480
1 48 1/8	0.481
1 51 1/8	0.482
1 54 1/8	0.483
1 57 1/8	0.484
1 60 1/8	0.485
1 63 1/8	0.486
1 66 1/8	0.487
1 69 1/8	0.488
1 72 1/8	0.489
1 75 1/8	0.490
1 78 1/8	0.491
1 81 1/8	0.492
1 84 1/8	0.493
1 87 1/8	0.494
1 90 1/8	0.495
1 93 1/8	0.496
1 96 1/8	0.497
1 99 1/8	0.498
2 0 1/8	0.499
2 3 1/8	0.500

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT
 DP 28521 SH 1/2 CONTD

FEET INCHES	METRES
2 3 3/8	0.501
2 6 3/8	0.502
2 9 3/8	0.503
2 12 3/8	0.504
2 15 3/8	0.505
2 18 3/8	0.506
2 21 3/8	0.507
2 24 3/8	0.508
2 27 3/8	0.509
2 30 3/8	0.510
2 33 3/8	0.511
2 36 3/8	0.512
2 39 3/8	0.513
2 42 3/8	0.514
2 45 3/8	0.515
2 48 3/8	0.516
2 51 3/8	0.517
2 54 3/8	0.518
2 57 3/8	0.519
2 60 3/8	0.520
2 63 3/8	0.521
2 66 3/8	0.522
2 69 3/8	0.523
2 72 3/8	0.524
2 75 3/8	0.525
2 78 3/8	0.526
2 81 3/8	0.527
2 84 3/8	0.528
2 87 3/8	0.529
2 90 3/8	0.530
2 93 3/8	0.531
2 96 3/8	0.532
2 99 3/8	0.533
3 0 3/8	0.534
3 3 3/8	0.535
3 6 3/8	0.536
3 9 3/8	0.537
3 12 3/8	0.538
3 15 3/8	0.539
3 18 3/8	0.540
3 21 3/8	0.541
3 24 3/8	0.542
3 27 3/8	0.543
3 30 3/8	0.544
3 33 3/8	0.545
3 36 3/8	0.546
3 39 3/8	0.547
3 42 3/8	0.548
3 45 3/8	0.549
3 48 3/8	0.550
3 51 3/8	0.551
3 54 3/8	0.552
3 57 3/8	0.553
3 60 3/8	0.554
3 63 3/8	0.555
3 66 3/8	0.556
3 69 3/8	0.557
3 72 3/8	0.558
3 75 3/8	0.559
3 78 3/8	0.560
3 81 3/8	0.561
3 84 3/8	0.562
3 87 3/8	0.563
3 90 3/8	0.564
3 93 3/8	0.565
3 96 3/8	0.566
3 99 3/8	0.567
4 0 3/8	0.568
4 3 3/8	0.569
4 6 3/8	0.570
4 9 3/8	0.571
4 12 3/8	0.572
4 15 3/8	0.573
4 18 3/8	0.574
4 21 3/8	0.575
4 24 3/8	0.576
4 27 3/8	0.577
4 30 3/8	0.578
4 33 3/8	0.579
4 36 3/8	0.580
4 39 3/8	0.581
4 42 3/8	0.582
4 45 3/8	0.583
4 48 3/8	0.584
4 51 3/8	0.585
4 54 3/8	0.586
4 57 3/8	0.587
4 60 3/8	0.588
4 63 3/8	0.589
4 66 3/8	0.590
4 69 3/8	0.591
4 72 3/8	0.592
4 75 3/8	0.593
4 78 3/8	0.594
4 81 3/8	0.595
4 84 3/8	0.596
4 87 3/8	0.597
4 90 3/8	0.598
4 93 3/8	0.599
4 96 3/8	0.600
4 99 3/8	0.601
5 0 3/8	0.602
5 3 3/8	0.603
5 6 3/8	0.604
5 9 3/8	0.605
5 12 3/8	0.606
5 15 3/8	0.607
5 18 3/8	0.608
5 21 3/8	0.609
5 24 3/8	0.610
5 27 3/8	0.611
5 30 3/8	0.612
5 33 3/8	0.613
5 36 3/8	0.614
5 39 3/8	0.615
5 42 3/8	0.616
5 45 3/8	0.617
5 48 3/8	0.618
5 51 3/8	0.619
5 54 3/8	0.620
5 57 3/8	0.621
5 60 3/8	0.622
5 63 3/8	0.623
5 66 3/8	0.624
5 69 3/8	0.625
5 72 3/8	0.626
5 75 3/8	0.627
5 78 3/8	0.628
5 81 3/8	0.629
5 84 3/8	0.630
5 87 3/8	0.631
5 90 3/8	0.632
5 93 3/8	0.633
5 96 3/8	0.634
5 99 3/8	0.635
6 0 3/8	0.636
6 3 3/8	0.637
6 6 3/8	0.638
6 9 3/8	0.639
6 12 3/8	0.640
6 15 3/8	0.641
6 18 3/8	0.642
6 21 3/8	0.643
6 24 3/8	0.644
6 27 3/8	0.645
6 30 3/8	0.646
6 33 3/8	0.647
6 36 3/8	0.648
6 39 3/8	0.649
6 42 3/8	0.650
6 45 3/8	0.651
6 48 3/8	0.652
6 51 3/8	0.653
6 54 3/8	0.654
6 57 3/8	0.655
6 60 3/8	0.656
6 63 3/8	0.657
6 66 3/8	0.658
6 69 3/8	0.659
6 72 3/8	0.660
6 75 3/8	0.661
6 78 3/8	0.662
6 81 3/8	0.663
6 84 3/8	0.664
6 87 3/8	0.665
6 90 3/8	0.666
6 93 3/8	0.667
6 96 3/8	0.668
6 99 3/8	0.669
7 0 3/8	0.670
7 3 3/8	0.671
7 6 3/8	0.672
7 9 3/8	0.673
7 12 3/8	0.674
7 15 3/8	0.675
7 18 3/8	0.676
7 21 3/8	0.677
7 24 3/8	0.678
7 27 3/8	0.679
7 30 3/8	0.680
7 33 3/8	0.681
7 36 3/8	0.682
7 39 3/8	0.683
7 42 3/8	0.684
7 45 3/8	0.685
7 48 3/8	0.686
7 51 3/8	0.687
7 54 3/8	0.688
7 57 3/8	0.689
7 60 3/8	0.690
7 63 3/8	0.691
7 66 3/8	0.692
7 69 3/8	0.693
7 72 3/8	0.694
7 75 3/8	0.695
7 78 3/8	0.696
7 81 3/8	0.697
7 84 3/8	0.698
7 87 3/8	0.699
7 90 3/8	0.700
7 93 3/8	0.701
7 96 3/8	0.702
7 99 3/8	0.703
8 0 3/8	0.704
8 3 3/8	0.705
8 6 3/8	0.706
8 9 3/8	0.707
8 12 3/8	0.708
8 15 3/8	0.709
8 18 3/8	0.710
8 21 3/8	0.711
8 24 3/8	0.712
8 27 3/8	0.713
8 30 3/8	0.714
8 33 3/8	0.715
8 36 3/8	0.716
8 39 3/8	0.717
8 42 3/8	0.718
8 45 3/8	0.719
8 48 3/8	0.720
8 51 3/8	0.721
8 54 3/8	0.722
8 57 3/8	0.723
8 60 3/8	0.724
8 63 3/8	0.725
8 66 3/8	0.726
8 69 3/8	0.727
8 72 3/8	0.728
8 75 3/8	0.729
8 78 3/8	0.730
8 81 3/8	0.731
8 84 3/8	0.732
8 87 3/8	0.733
8 90 3/8	0.734
8 93 3/8	0.735
8 96 3/8	0.736
8 99 3/8	0.737
9 0 3/8	0.738
9 3 3/8	0.739
9 6 3/8	0.740
9 9 3/8	0.741
9 12 3/8	0.742
9 15 3/8	0.743
9 18 3/8	0.744
9 21 3/8	0.745
9 24 3/8	0.746
9 27 3/8	0.747
9 30 3/8	0.748
9 33 3/8	0.749
9 36 3/8	0.750
9 39 3/8	0.751
9 42 3/8	0.752
9 45 3/8	0.753
9 48 3/8	0.754
9 51 3/8	0.755
9 54 3/8	0.756
9 57 3/8	0.757
9 60 3/8	0.758
9 63 3/8	0.759
9 66 3/8	0.760
9 69 3/8	0.761
9 72 3/8	0.762
9 75 3/8	0.763
9 78 3/8	0.764
9 81 3/8	0.765
9 84 3/8	0.766
9 87 3/8	0.767
9 90 3/8	0.768
9 93 3/8	0.769
9 96 3/8	0.770
9 99 3/8	0.771
10 0 3/8	0.772
10 3 3/8	0.773
10 6 3/8	0.774
10 9 3/8	0.775
10 12 3/8	0.776
10 15 3/8	0.777
10 18 3/8	0.778
10 21 3/8	0.779
10 24 3/8	0.780
10 27 3/8	0.781
10 30 3/8	0.782
10 33 3/8	0.783
10 36 3/8	0.784
10 39 3/8	0.785
10 42 3/8	0.786
10 45 3/8	0.787
10 48 3/8	0.788
10 51 3/8	0.789
10 54 3/8	0.790
10 57 3/8	0.791
10 60 3/8	0.792
10 63 3/8	0.793
10 66 3/8	0.794
10 69 3/8	0.795
10 72 3/8	0.796
10 75 3/8	0.797
10 78 3/8	0.798
10 81 3/8	0.799
10 84 3/8	0.800
10 87 3/8	0.801
10 90 3/8	0.802
10 93 3/8	0.803
10 96 3/8	0.804
10 99 3/8	0.805
11 0 3/8	0.806
11 3 3/8	0.807
11 6 3/8	0.808
11 9 3/8	0.809
11 12 3/8	0.810
11 15 3/8	0.811
11 18 3/8	0.812
11 21 3/8	0.813
11 24 3/8	0.814
11 27 3/8	0.815
11 30 3/8	0.816
11 33 3/8	0.817
11 36 3/8	0.818
11 39 3/8	0.819
11 42 3/8	0.820
11 45 3/8	0.821
11 48 3/8	0.822
11 51 3/8	0.823
11 54 3/8	0.824
11 57 3/8	0.825
11 60 3/8	0.826
11 63 3/8	0.827
11 66 3/8	0.828
11 69 3/8	0.829
11 72 3/8	0.830
11 75 3/8	0.831
11 78 3/8	0.832
11 81 3/8	0.833
11 84 3/8	0.834
11 87 3/8	0.835
11 90 3/8	0.836
11 93 3/8	0.837
11 96 3/8	0.838
11 99 3/8	0.839
12 0 3/8	0.840
12 3 3/8	0.841
12 6 3/8	0.842
12 9 3/8	0.843
12 12 3/8	0.844
12 15 3/8	0.845
12 18 3/8	0.846
12 21 3/8	0.847
12 24 3/8	0.848
12 27 3/8	0.849
12 30 3/8	0.850
12 33 3/8	0.851
12 36 3/8	0.852
12 39 3/8	0.853
12 42 3/8	0.854
12 45 3/8	0.855
12 48 3/8	0.856
12 51 3/8	0.857
12 54 3/8	0.858
12 57 3/8	0.859
12 60 3/8	0.860
12 63 3/8	0.861
12 66 3/8	0.862
12 69 3/8	0.863
12 72 3/8	0.864
12 75 3/8	0.865
12 78 3/8	0.866
12 81 3/8	0.867
12 84 3/8	0.868
12 87 3/8	0.869
12 90 3/8	0.870
12 93 3/8	0.871
12 96 3/8	0.872
12 99 3/8	0.873
13 0 3/8	0.874
13 3 3/8	0.875
13 6 3/8	0.876
13 9 3/8	0.877
13 12 3/8	0.878
13 15 3/8	0.879
13 18 3/8	0.880
13 21 3/8	0.881
13 24 3/8	0.882
13 27 3/8	0.883
13 30 3/8	0.884
13 33 3/8	0.885
13 36 3/8	0.886
13 39 3/8	0.887
13 42 3/8	0.888
13 45 3/8	0.889
13 48 3/8	0.890
13 51 3/8	0.891
13 54 3/8	0.892

DP 28521	SH 2/2	CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT
FEET INCHES	METRES	
1	0.457	
1 1/8	0.366	
1 1/4	0.464	
1 1/2	0.470	
1 3/4	0.476	
1 7/8	0.482	
2	0.508	
2 1/8	0.514	
2 1/4	0.520	
2 1/2	0.526	
2 3/4	0.532	
3	0.548	
3 1/8	0.554	
3 1/4	0.560	
3 1/2	0.566	
3 3/4	0.572	
4	0.588	
4 1/8	0.594	
4 1/4	0.600	
4 1/2	0.606	
4 3/4	0.612	
5	0.628	
5 1/8	0.634	
5 1/4	0.640	
5 1/2	0.646	
5 3/4	0.652	
6	0.668	
6 1/8	0.674	
6 1/4	0.680	
6 1/2	0.686	
6 3/4	0.692	
7	0.708	
7 1/8	0.714	
7 1/4	0.720	
7 1/2	0.726	
7 3/4	0.732	
8	0.748	
8 1/8	0.754	
8 1/4	0.760	
8 1/2	0.766	
8 3/4	0.772	
9	0.788	
9 1/8	0.794	
9 1/4	0.800	
9 1/2	0.806	
9 3/4	0.812	
10	0.828	
10 1/8	0.834	
10 1/4	0.840	
10 1/2	0.846	
10 3/4	0.852	
11	0.868	
11 1/8	0.874	
11 1/4	0.880	
11 1/2	0.886	
11 3/4	0.892	
12	0.908	
12 1/8	0.914	
12 1/4	0.920	
12 1/2	0.926	
12 3/4	0.932	
13	0.948	
13 1/8	0.954	
13 1/4	0.960	
13 1/2	0.966	
13 3/4	0.972	
14	0.988	
14 1/8	0.994	
14 1/4	1.000	
14 1/2	1.006	
14 3/4	1.012	
15	1.028	
15 1/8	1.034	
15 1/4	1.040	
15 1/2	1.046	
15 3/4	1.052	
16	1.068	
16 1/8	1.074	
16 1/4	1.080	
16 1/2	1.086	
16 3/4	1.092	
17	1.108	
17 1/8	1.114	
17 1/4	1.120	
17 1/2	1.126	
17 3/4	1.132	
18	1.148	
18 1/8	1.154	
18 1/4	1.160	
18 1/2	1.166	
18 3/4	1.172	
19	1.188	
19 1/8	1.194	
19 1/4	1.200	
19 1/2	1.206	
19 3/4	1.212	
20	1.228	
20 1/8	1.234	
20 1/4	1.240	
20 1/2	1.246	
20 3/4	1.252	
21	1.268	
21 1/8	1.274	
21 1/4	1.280	
21 1/2	1.286	
21 3/4	1.292	
22	1.308	
22 1/8	1.314	
22 1/4	1.320	
22 1/2	1.326	
22 3/4	1.332	
23	1.348	
23 1/8	1.354	
23 1/4	1.360	
23 1/2	1.366	
23 3/4	1.372	
24	1.388	
24 1/8	1.394	
24 1/4	1.400	
24 1/2	1.406	
24 3/4	1.412	
25	1.428	
25 1/8	1.434	
25 1/4	1.440	
25 1/2	1.446	
25 3/4	1.452	
26	1.468	
26 1/8	1.474	
26 1/4	1.480	
26 1/2	1.486	
26 3/4	1.492	
27	1.508	
27 1/8	1.514	
27 1/4	1.520	
27 1/2	1.526	
27 3/4	1.532	
28	1.548	
28 1/8	1.554	
28 1/4	1.560	
28 1/2	1.566	
28 3/4	1.572	
29	1.588	
29 1/8	1.594	
29 1/4	1.600	
29 1/2	1.606	
29 3/4	1.612	
30	1.628	
30 1/8	1.634	
30 1/4	1.640	
30 1/2	1.646	
30 3/4	1.652	
31	1.668	
31 1/8	1.674	
31 1/4	1.680	
31 1/2	1.686	
31 3/4	1.692	
32	1.708	
32 1/8	1.714	
32 1/4	1.720	
32 1/2	1.726	
32 3/4	1.732	
33	1.748	
33 1/8	1.754	
33 1/4	1.760	
33 1/2	1.766	
33 3/4	1.772	
34	1.788	
34 1/8	1.794	
34 1/4	1.800	
34 1/2	1.806	
34 3/4	1.812	
35	1.828	
35 1/8	1.834	
35 1/4	1.840	
35 1/2	1.846	
35 3/4	1.852	
36	1.868	
36 1/8	1.874	
36 1/4	1.880	
36 1/2	1.886	
36 3/4	1.892	
37	1.908	
37 1/8	1.914	
37 1/4	1.920	
37 1/2	1.926	
37 3/4	1.932	
38	1.948	
38 1/8	1.954	
38 1/4	1.960	
38 1/2	1.966	
38 3/4	1.972	
39	1.988	
39 1/8	1.994	
39 1/4	2.000	
39 1/2	2.006	
39 3/4	2.012	
40	2.028	
40 1/8	2.034	
40 1/4	2.040	
40 1/2	2.046	
40 3/4	2.052	
41	2.068	
41 1/8	2.074	
41 1/4	2.080	
41 1/2	2.086	
41 3/4	2.092	
42	2.108	
42 1/8	2.114	
42 1/4	2.120	
42 1/2	2.126	
42 3/4	2.132	
43	2.148	
43 1/8	2.154	
43 1/4	2.160	
43 1/2	2.166	
43 3/4	2.172	
44	2.188	
44 1/8	2.194	
44 1/4	2.200	
44 1/2	2.206	
44 3/4	2.212	
45	2.228	
45 1/8	2.234	
45 1/4	2.240	
45 1/2	2.246	
45 3/4	2.252	
46	2.268	
46 1/8	2.274	
46 1/4	2.280	
46 1/2	2.286	
46 3/4	2.292	
47	2.308	
47 1/8	2.314	
47 1/4	2.320	
47 1/2	2.326	
47 3/4	2.332	
48	2.348	
48 1/8	2.354	
48 1/4	2.360	
48 1/2	2.366	
48 3/4	2.372	
49	2.388	
49 1/8	2.394	
49 1/4	2.400	
49 1/2	2.406	
49 3/4	2.412	
50	2.428	
50 1/8	2.434	
50 1/4	2.440	
50 1/2	2.446	
50 3/4	2.452	
51	2.468	
51 1/8	2.474	
51 1/4	2.480	
51 1/2	2.486	
51 3/4	2.492	
52	2.508	
52 1/8	2.514	
52 1/4	2.520	
52 1/2	2.526	
52 3/4	2.532	
53	2.548	
53 1/8	2.554	
53 1/4	2.560	
53 1/2	2.566	
53 3/4	2.572	
54	2.588	
54 1/8	2.594	
54 1/4	2.600	
54 1/2	2.606	
54 3/4	2.612	
55	2.628	
55 1/8	2.634	
55 1/4	2.640	
55 1/2	2.646	
55 3/4	2.652	
56	2.668	
56 1/8	2.674	
56 1/4	2.680	
56 1/2	2.686	
56 3/4	2.692	
57	2.708	
57 1/8	2.714	
57 1/4	2.720	
57 1/2	2.726	
57 3/4	2.732	
58	2.748	
58 1/8	2.754	
58 1/4	2.760	
58 1/2	2.766	
58 3/4	2.772	
59	2.788	
59 1/8	2.794	
59 1/4	2.800	
59 1/2	2.806	
59 3/4	2.812	
60	2.828	
60 1/8	2.834	
60 1/4	2.840	
60 1/2	2.846	
60 3/4	2.852	
61	2.868	
61 1/8	2.874	
61 1/4	2.880	
61 1/2	2.886	
61 3/4	2.892	
62	2.908	
62 1/8	2.914	
62 1/4	2.920	
62 1/2	2.926	
62 3/4	2.932	
63	2.948	
63 1/8	2.954	
63 1/4	2.960	
63 1/2	2.966	
63 3/4	2.972	
64	2.988	
64 1/8	2.994	
64 1/4	3.000	
64 1/2	3.006	
64 3/4	3.012	
65	3.028	
65 1/8	3.034	
65 1/4	3.040	
65 1/2	3.046	
65 3/4	3.052	
66	3.068	
66 1/8	3.074	
66 1/4	3.080	
66 1/2	3.086	
66 3/4	3.092	
67	3.108	
67 1/8	3.114	
67 1/4	3.120	
67 1/2	3.126	
67 3/4	3.132	
68	3.148	
68 1/8	3.154	
68 1/4	3.160	
68 1/2	3.166	
68 3/4	3.172	
69	3.188	
69 1/8	3.194	
69 1/4	3.200	
69 1/2	3.206	
69 3/4	3.212	
70	3.228	
70 1/8	3.234	
70 1/4	3.240	
70 1/2	3.246	
70 3/4	3.252	
71	3.268	
71 1/8	3.274	
71 1/4	3.280	
71 1/2	3.286	
71 3/4	3.292	
72	3.308	
72 1/8	3.314	
72 1/4	3.320	
72 1/2	3.326	
72 3/4	3.332	
73	3.348	
73 1/8	3.354	
73 1/4	3.360	
73 1/2	3.366	
73 3/4	3.372	
74	3.388	
74 1/8	3.394	
74 1/4	3.400	
74 1/2	3.406	
74 3/4	3.412	
75	3.428	
75 1/8	3.434	
75 1/4	3.440	
75 1/2	3.446	
75 3/4	3.452	
76	3.468	
76 1/8	3.474	
76 1/4	3.480	
76 1/2	3.486	
76 3/4	3.492	
77	3.508	
77 1/8	3.514	
77 1/4	3.520	
77 1/2	3.526	
77 3/4	3.532	
78	3.548	
78 1/8	3.554	
78 1/4	3.560	
78 1/2	3.566	
78 3/4	3.572	
79	3.588	
79 1/8	3.594	
79 1/4	3.600	
79 1/2	3.606	
79 3/4	3.612	
80	3.628	
80 1/8	3.634	
80 1/4	3.640	
80 1/2	3.646	
80 3/4	3.652	
81	3.668	
81 1/8	3.674	
81 1/4	3.680	
81 1/2	3.686	
81 3/4	3.692	
82	3.708	
82 1/8	3.714	
82 1/4	3.720	
82 1/2	3.726	
82 3/4	3.732	
83	3.748	
83 1/8	3.754	
83 1/4	3.760	
83 1/2	3.766	
83 3/4	3.772	
84	3.788	

And the transferee covenant(s) with the transferor for the benefit of the adjoining land owned by the transferor but only during the ownership thereof by the transferor its successors and assigns other than purchasers on sale that no fence shall be erected on the property hereby transferred to divide it from such adjoining property without the consent of the transferor, but such consent shall not be withheld if such fence is erected without expense to the transferor and in favour of any person dealing with the transferees, such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restriction may be released varied or modified by the registered proprietors or proprietors in fee simple in possession for the time being of such adjoining land. And the transferees their executors administrators and assigns further covenant with the transferor its successors and assigns for the benefit of all the lots in Deposited Plan No. 28521 other than the lot hereby transferred that the transferees shall not excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel soil or sand from the land hereby transferred except for the purpose of excavating for the foundations of any building to be erected thereon nor shall the transferees their executors administrators or assigns use or permit to allow the land hereby transferred to be used for the manufacture or winning of bricks tiles or pottery ware. And this restriction may be released varied or modified by the owner or owners for the time being of all the lots in the said Deposited Plan other than the lot hereby transferred

and strike out if unnecessary, or suitably adjust,

- (i) if any covenants are to be created or any exceptions to be made; or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.

ENCUMBRANCES, &c., REFERRED TO.

* A very short note will suffice.

K 1162-2

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

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 105 (1) (a) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:-
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Notary Public, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for Affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.
(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Consul-General, Secretary of an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

Signed at Sydney the 17th day of March 1961.
Signed by James P. ... the Transferor
THE COMMON SEAL OF DALVA PARK FARMS PTY. LIMITED was hereunto affixed in the presence of:

THE COMMON SEAL OF Dalva Park Farms Limited was hereunto affixed by authority of the Board in the presence of Robert ... Secretary

Transferor's signature: James P. ...
Director's signature: Robert ...
Secretary's signature: Robert ...
Seals: DALVA PARK FARMS PTY. LIMITED, COMMON SEAL

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Justice of the Peace

Transferee's signature: Elizabeth ...
Transferee(s): Elizabeth ...

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

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

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

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

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

Appeared before me at the day of one thousand nine hundred and and declared that he personally knew signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

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

Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of 200; also to damages recoverable by parties injured. Assurances by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, caution, or lease, the Transferee must accept personally.

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



No. **K 38821**

LODGED BY **G. KENYON & SONS**

Lawyers
 10 Carterleigh St. S.W.
 Phone 257477 28-5574

1. Copy of ...
 2. ...
 3. ...
 4. ...
 5. ...
 6. ...

FEES.

The Fees, which are payable on lodgment, are as follows—
 (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 10s. 0d. Where such instrument is to be ordered on more than one folio of the register, an additional charge of 2s. is made for every Certificate of Title or Crown Grant after the first.
 (b) A supplementary charge of 10s. is made in each of the following—
 (i) where a restrictive covenant is imposed; or
 (ii) a new easement is created; or
 (iii) a partial discharge of mortgage is endorsed on the transfer.
 (c) Where a new Certificate of Title must have the scale charges are—
 (i) £2 for every Certificate of Title not exceeding 15 folios and without diagrams;
 (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
 (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
 Where the registering exceeds 15 folios, an amount of 2s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging document.

1 _____	} Received Docs. Nos.
2 _____	
3 _____	} Receiving Clerk.
4 _____	
5 _____	
6 _____	

PARTIAL DISCHARGE OF MORTGAGE.
 (N.B.—Before execution read marginal note.)

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

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

Dated at _____ this _____ day of _____ 19 _____

Signed in my presence by **M.P.D.**

who is personally known to me.

Mortgages.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER
	<i>subject to consent</i>
Checked by	Particulars entered in Register Book, Volume <i>7854</i> Folio <i>92</i>
Passed (in S.D.B.) by	<i>75544 27.8.66</i>
Signed by	<i>the 22nd day of August 1966 at _____ minutes past 11 o'clock in the _____</i>
	Registrar-General.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	<i>AK</i>	<i>27.7.66</i>
Draft examined	<i>AK</i>	<i>26.7.66</i>
Diagram prepared	<i>AK</i>	<i>12.6.66</i>
Diagram examined	<i>AK</i>	<i>18.3.66</i>
Draft forwarded	<i>AK</i>	<i>15.7.66</i>
Supt. of Engravers	<i>AK</i>	<i>27.7.66</i>
Cancellation Clerk	<i>AK</i>	<i>27.7.66</i>
Vol. 10380 Fol. 147		

Pte X J 55944 to be C/F



Frank McKay Building 62-64 Menangle Street Picton NSW 2571
All Correspondence to PO Box 21 Picton NSW 2571
Telephone: 02 4677 1100 Fax: 02 4677 2339
Email: council@wollondilly.nsw.gov.au Web: www.wollondilly.nsw.gov.au
ABN: 93 723 245 808

RURAL LIVING

PLANNING CERTIFICATE UNDER SECTION 10.7(2) ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979

APPLICANT: Giles Payne & Co
margaret@gilespayne.com.au

Planning Certificate No.: 20202213
Receipt No.: 1366581
Issue Date: 15 October 2020
Applicant's Reference: Rayner G12119
Property No.: 9682

DESCRIPTION OF PROPERTY

Address: 1131 Burraborang Road BELIMBLA PARK 2570
Land Description: Lot: 16 DP: 28521

Notes:

The following prescribed matters may apply to the land to which this certificate relates and is supplied in good faith.

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.

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. Note that instruments applying to this land purporting to restrict or prohibit certain development may be inconsistent.

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 from Council's Administration Centre at 62-64 Menangle Street, Picton or view free of charge on Council's Website www.wollondilly.nsw.gov.au.

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.
- (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 Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).
- (3) The name of each development control plan that applies to the carrying out of development on the land.
- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

ENVIRONMENTAL PLANNING INSTRUMENTS

Wollondilly Local Environmental Plan 2011.

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

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

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

State Environmental Planning Policy No 21 - Caravan Parks

State Environmental Planning Policy No 33 - Hazardous and Offensive Development

State Environmental Planning Policy No 50 - Canal Estate Development

State Environmental Planning Policy No 55 - Remediation of Land

State Environmental Planning Policy No 64 - Advertising and Signage

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

State Environmental Planning Policy (Infrastructure) 2007

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

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

State Environmental Planning Policy (Affordable Rental Housing) 2009

State Environmental Planning Policy (Sydney Drinking Water Catchment) 2011

State Environmental Planning Policy (State and Regional Development) 2011

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

State Environmental Planning Policy (State Significant Precincts) 2005

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

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

State Environmental Planning Policy (Concurrences and Consents) 2018

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

State Environmental Planning Policy (Koala Habitat Protection) 2019
(Note: Excludes land dedicated or reserved as National Park)

State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

PROPOSED ENVIRONMENTAL PLANNING INSTRUMENTS

Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (LEP Review Program Stage 1 Planning Proposal) applies to this land. The draft LEP proposes various matters.

Draft State Environmental Planning Policy (Competition) 2010

Draft State Environmental Planning Policy (Environment)

Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019

Draft State Environmental Planning Policy - Remediation of Land

State Environmental Planning Policy (State and Regional Development) 2011 – Water Treatment Facilities Proposed Amendment

Draft State Environmental Planning Policy (Housing Diversity) 2020

Draft State Environmental Planning Policy (Strategic Conservation Planning) - to support the Cumberland Plain Conservation Plan

DEVELOPMENT CONTROL PLANS

Wollondilly Development Control Plan 2016 applies to all land covered by Wollondilly Local Environmental Plan 2011.

2. ZONING AND LAND USE UNDER RELEVANT LEPS

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

WOLLONDILLY LOCAL ENVIRONMENTAL PLAN 2011

- (a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)"),

Zone R5 Large Lot Residential

- (b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent:

Home occupations and development listed in Schedule 2 of Wollondilly Local Environmental Plan 2011 provided it meets the criteria in that schedule

- (c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,

Bed and breakfast accommodation; Cemeteries; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Flood mitigation works; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Oyster aquaculture, Places of public worship; Pond-based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Roads; Sewerage systems; Signage; Tank-based aquaculture; Veterinary hospitals; Water supply systems

- (d) the purposes for which the instrument provides that development is prohibited within the zone,

Attached dwellings; Biosolids treatment facilities; Dual occupancies; Multi dwelling housing; Residential flat buildings; Rural workers' dwellings; Semi-detached dwellings; Shop top housing; Water recycling facilities; Water treatment facilities; Any other development not specified in item (b) or (c)

- (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,

Wollondilly Local Environmental Plan 2011 Clause 4.2A and the Minimum Lot Size Map sets the minimum land dimensions for the erection of a dwelling house on this land as follows:

Development consent for the purposes of the erection of a dwelling house may only be granted if no dwelling house has been erected on the land (unless the application is to replace the existing dwelling-house) and;

- (a) the lot is at least the minimum lot size specified for that land by the Lot Size Map being 4000 sqm; or
(b) the lot was created before this Plan commenced and on which a dwelling house was permissible immediately before that commencement; or

- (c) the lot resulted from a subdivision for which development consent (or equivalent) was granted before this Plan commenced and on which the erection of a dwelling house would have been permissible if the plan of subdivision has been registered before that commencement.

Reference must be made to Clause 4.2A of Wollondilly Local Environmental Plan 2011 and the Lot Size Map for further information.

- (f) whether the land includes or comprises critical habitat,

None known

- (g) whether the land is in a conservation area (however described),

The land is not located within a Heritage Conservation Area as provided by clause 5.10 and Schedule 5 of Wollondilly Local Environmental Plan 2011.

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

The land does not contain an item of environmental heritage as provided by clause 5.10 and Schedule 5 of Wollondilly Local Environmental Plan 2011.

Planning Proposal - Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (LEP Review Program Stage 1 Planning Proposal).

- (a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)"),

Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (LEP Review Program Stage 1 Planning Proposal) does not propose any changes to the existing zone under Wollondilly Local Environmental Plan 2011.

- (b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent:

Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (LEP Review Program Stage 1 Planning Proposal) does not propose any changes to the existing zone under Wollondilly Local Environmental Plan 2011.

- (c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,

Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (LEP Review Program Stage 1 Planning Proposal) does not propose any changes to the existing zone under Wollondilly Local Environmental Plan 2011.

- (d) the purposes for which the instrument provides that development is prohibited within the zone,

Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (LEP Review Program Stage 1 Planning Proposal) does not propose any changes to the existing zone under Wollondilly Local Environmental Plan 2011.

- (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,

Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (LEP Review Program Stage 1 Planning Proposal) does not propose any new development standards.

- (f) whether the land includes or comprises critical habitat,

None known

- (g) whether the land is in a conservation area (however described),

Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (LEP Review Program Stage 1 Planning Proposal) does not identify a change to land in a conservation area.

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

Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (LEP Review Program Stage 1 Planning Proposal) does not identify a change to any items of environmental heritage.

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

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP), or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

The land is not within a Growth Centre.

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*.
- (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, the reasons why it may not be carried out under that clause.
- (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.

THE HOUSING CODE

Complying development under the Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land is wholly declared to be a special area under the Water NSW Act 2014.

THE RURAL HOUSING CODE

Complying development under the Rural Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land is wholly declared to be a special area under the Water NSW Act 2014.

THE GREENFIELD HOUSING CODE

Complying development under the Greenfield Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land is wholly declared to be a special area under the Water NSW Act 2014.

THE LOW RISE HOUSING DIVERSITY CODE

Complying development under the Low Rise Housing Diversity Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land is wholly declared to be a special area under the Water NSW Act 2014.

THE HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land under the Housing Alterations Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land under the General Development Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development MAY be carried out on the land under the Commercial and Industrial Alterations Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

Complying development MAY be carried out on the land under the Commercial and Industrial (New Buildings and Additions) Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land under the Container Recycling Facilities Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE SUBDIVISIONS CODE

Complying development MAY be carried out on the land under the Subdivisions Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE DEMOLITION CODE

Complying development MAY be carried out on the land under the Demolition Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE FIRE SAFETY CODE

Complying development MAY be carried out on the land under the Fire Safety Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

4. (REPEALED)

4A. (REPEALED)

4B. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

This clause is not applicable to the Wollondilly Local Government Area.

5. MINE SUBSIDENCE

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

The land IS NOT WITHIN a declared Mine Subsidence District under section 20 of the Coal Mine Subsidence Compensation Act 2017.

6. ROAD WIDENING AND ROAD REALIGNMENT

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

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

No

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 sulphate soils or any other risk (other than flooding).

No

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.
- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.
- (3) Words and expressions in this clause have the same meanings as in the Standard Instrument.

No

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.

There are no Environmental Planning Instruments referred to in Clause 1 that make provision for the acquisition of the land by a public authority as referred to under section 3.15 of the Act.

Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (LEP Review Program Stage 1 Planning Proposal) does not provide for the acquisition of the subject land by a public authority as referred to in section 3.15 of the Act.

9. CONTRIBUTIONS PLANS

The name of each contributions plan applying to the land.

Wollondilly Development Contributions Plan 2020 applies to the 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 (under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*).

10. BIODIVERSITY STEWARDSHIP SITES

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*.

Council has not been notified of the existence of any biodiversity stewardship agreements or biobanking agreements by the Chief Executive of the Office of

Environment and Heritage under the Threatened Species Conservation Act 1995 for this 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).

Council has not been notified of the existence of any set aside areas by Local Land Services. Council has not been notified of the existence of a set aside area under section 60ZC of the *Local Land Services Act 2013* by the Local Land Services. The land is not registered in the public register as a set aside area under section 60ZC of the *Local Land Services Act 2013*.

11. BUSH FIRE PRONE LAND

If any of the land is bush fire prone land (as defined in the 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.

The land is not shown as bushfire prone land in Council's records.

12. PROPERTY VEGETATION PLANS

If the land is 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 only if the council has been notified of the existence of the plan by the person or body that approved the plan under the Act).

Council has not been notified of any such plan that affects this land.

13. ORDER 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

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

There is not a current site compatibility certificate (seniors housing) as described that applies to this land.

- (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.

There are currently no conditions of consent relating to a development application for seniors housing that apply to 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.

There is not a valid site compatibility certificate (infrastructure, schools or TAFE establishments) as described that applies to this land.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

- (1) A statement of 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, that 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.

There is not a current site compatibility certificate (affordable rental housing) as described that applies to this 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 have been imposed as a condition of consent to a development application in respect of the land.

There are currently no conditions of consent relating to a development application for affordable rental housing that 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.

None

- (2) The date of any subdivision order that applies to the land.

None

- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of Environmental Planning and Assessment Regulation 2000.

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 Planning Secretary'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.

There is no current Site Verification Certificate as described that applies to this 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.

Council has not been notified by NSW Fair Trading of any residential premises on this land being identified in the Loose-Fill Asbestos Insulation Register.

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.

Council is NOT aware of any affected building notice 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.

Council is NOT aware of any building product rectification order as detailed above.

Council is NOT aware of any notice of intention as detailed above.

- (3) In this clause:

affected building notice has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.

building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

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,

No.

- (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,

No.

- (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,

No.

- (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,

No.

- (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.

No.

22. STATE ENVIRONMENTAL PLANNING POLICY (WESTERN SYDNEY AEROTROPOLIS) 2020

For land to which State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applies, whether the land is–

- (a) in an ANEF or ANEC contour of 20 or greater as referred to in clause 19 of that Policy, or

The land is not identified as being within an ANEF or ANEC contour of 20 or greater.

- (b) shown on the Lightning Intensity and Wind Shear Map under that Policy, or

The land is not identified on the Lightning Intensity and Wind Shear Map.

- (c) shown on the Obstacle Limitation Surface Map under that Policy, or

The land is not identified on the Obstacle Limitation Surface Map.

- (d) in the “public safety area” on the Public Safety Area Map under that Policy, or

The land is not identified as being within the “public safety area” on the Public Safety Map.

- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map under that Policy.

The land is not identified as being within a wildlife buffer zone on the Wildlife Buffer Zone Map.

In respect of matters beyond the control and/or responsibility of Council, information provided is provided only to the extent that Council has been so notified by the relevant Authorities or Departments, which have responsibility for the administration of the particular status referred to. Note that instruments applying to this land purporting to restrict or prohibit certain development may be inconsistent.

Digitally Signed: Michael Kelly
Senior Development Assessment Planner
Thursday, 15 October 2020 10:40:02 AM
Development Services

*Signed on behalf of the
Chief Executive Officer of*
WOLLONDILLY SHIRE COUNCIL

Any request for further information in connection with the above should be directed to Council's Duty Planner, Monday to Friday between the hours of 8:30am and 12:30pm, by telephoning (02) 4677 1100.

NOTICE TO PURCHASERS OF RURAL LAND

Wollondilly Shire Council supports the rights of persons in rural areas of the Shire to undertake and pursue agricultural production activities that are consistent with land capability and use reasonable and practical measures to avoid environmental harm and minimise impact to adjoining land users. Intending purchasers are advised that agricultural production can include the following activities that may have implications for occupiers and prospective purchasers of rural land:

Use of agricultural machinery (tractors, chainsaws, motorbikes)

Use of bird-scare devices

Intensive livestock production (cattle feedlots, poultry farms, piggeries, restricted dairies)

Operation of rural industries (packing sheds, abattoirs, stock and sale yards, sawmills)

Vegetation clearing

Grazing of livestock

Crop and fodder production

Soil cultivation

Crop harvesting

Use of firearms

Bushfire hazard reduction burning

Construction of firebreaks

Earthworks (construction of dams, drains, contour banks, access roads and tracks)

Fencing

Pumping and irrigation

Use of pesticides and herbicides

Spreading of manure, compost and treated effluent

Fertiliser usage

Slashing and mowing of grass

Production of silage

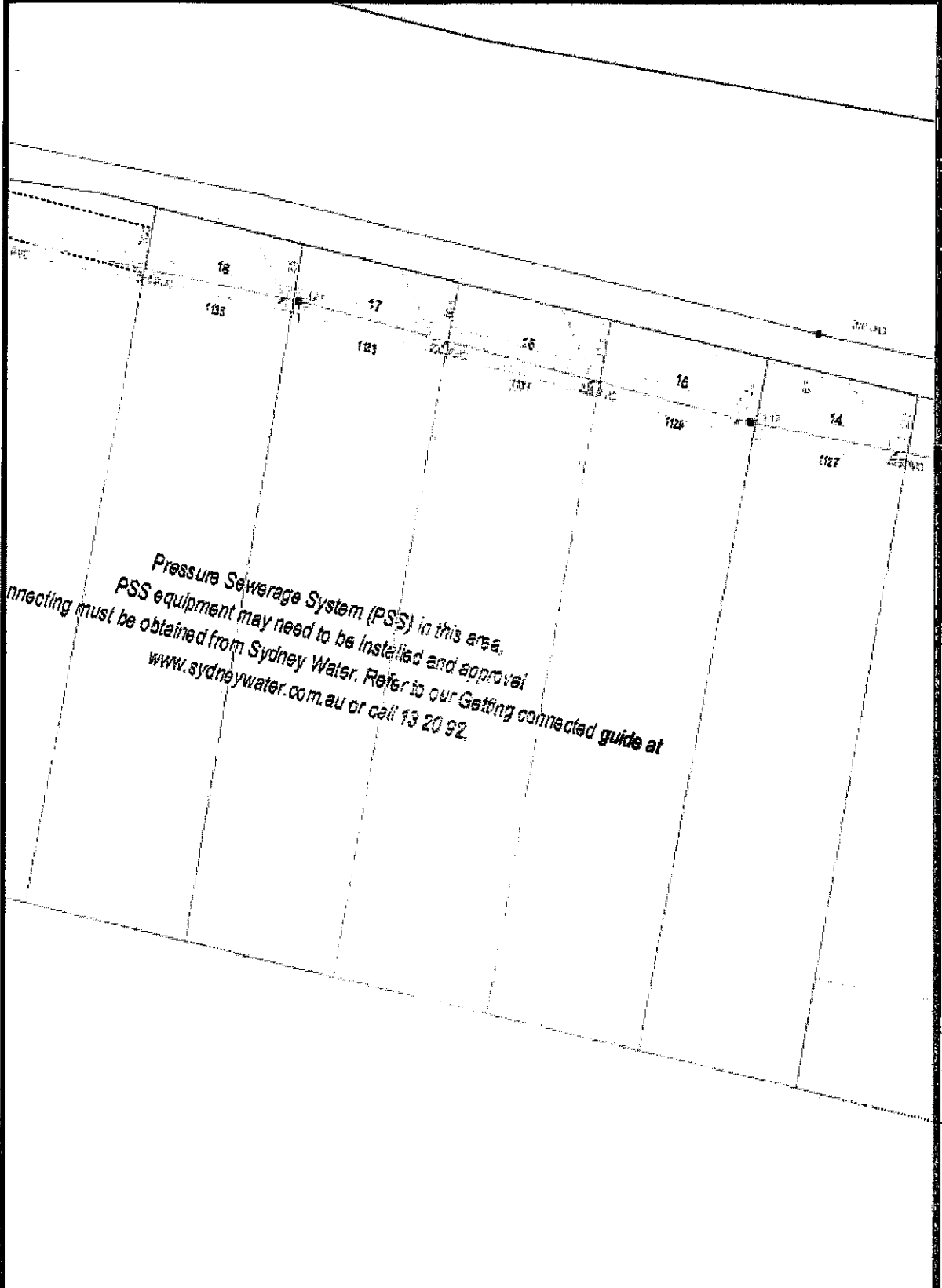
Re-vegetation activities (planting trees and shrubs)

Agroforestry

Livestock droving on roads

This is not an exhaustive list and intending purchasers of rural land should assess surrounding agricultural land uses and the impact these activities may have when being pursued in close proximity their proposed purchase. If you think these types of activities will affect your ability to live in a rural locality then intending purchasers are advised to reconsider their purchase and seek independent advice.

This notice is not intended to affect the rights of individuals to take action under the common law or legislation and is provided for information purposes only.



*Pressure Sewerage System (PSS) in this area.
PSS equipment may need to be installed and approval
connecting must be obtained from Sydney Water. Refer to our Getting connected guide at
www.sydneypwater.com.au or call 13 20 32.*

NOTE: This diagram only indicates availability of a sewer and air, sewerage service known as existing in Sydney, Water records. The existence and position of Sydney Waters 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 stormwater channels shown hereon are approximate only.