

20 Blackbutt Avenue  
Bradbury NSW 2560

Draft Contract

**McGrath**

You can prepare your own version of pages 1 - 3 of this contract. Except as permitted under the Copyright Act 1968 (Cth) or consented to by the copyright owners (including by way of guidelines issued from time to time), no other part of this contract may be reproduced without the specific written permission of The Law Society of New South Wales and The Real Estate Institute of New South Wales.

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 64195668	NSW DAN:
vendor's agent	McGrath Real Estate Liverpool 265B Macquarie Street LIVERPOOL NSW 2170		Phone: 9824 1100 Fax: 9824 1120 Ref: Frank Bartolone
co-agent			
vendor	Marlene Nelson 20 Blackbutt Avenue BRADBURY NSW 2560		
vendor's solicitor	Endeavour Conveyancing Services PO BOX 659 ENGADINE NSW 2233		Phone: 9548 5199 Fax: 9548 5022 Ref: Julie West:11611
date for completion	42 days after the contract date	(clause 15)	Email: julie@endeavourconveyancing.com.au
land	20 Blackbutt Avenue BRADBURY NSW 2560		
(Address, plan details and title reference)	Lot 397 in Deposited Plan 234866 397/234866		
	<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 checked="" 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 type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: air conditioning, ceiling fans		
exclusions				
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
			Ref:	
price	\$		Email:	
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
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

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

Nominated *Electronic Lodgment Network (ELN)* (clause 30) PEXA  no  YES

*Electronic transaction* (clause 30)

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

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

land tax is adjustable  NO  yes

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

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

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

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

Purchaser must make 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 checked="" type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
<b>Home Building Act 1989</b>	<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
<b>Swimming Pools Act 1992</b>	<b>Other</b>
<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.

20 BLACKBURN AVENUE, BLACKBURN NSW 1500

### 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:
 

<p>APA Group          Australian Taxation Office          Council          County Council          Department of Planning, Industry and Environment          Department of Primary Industries          Electricity and gas          Land &amp; Housing Corporation          Local Land Services</p>	<p>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</p>
---	--

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 the 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 s14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

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

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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

## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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 in 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 or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must send an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

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

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

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within that time* and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee* details; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- 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 rule* 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 <i>Electronically Tradeable</i> 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*.

20 BLACKBUTT AVENUE BRADBURYS NSW 2560

## ADDITIONAL CONDITIONS IN CONTRACT FOR SALE OF LAND

The conditions of the printed contract and these additional conditions shall be read subject to the following:

If there is a conflict between the additional conditions and the printed conditions of the contract, then these additional conditions shall prevail. The parties agree that should any additional condition be held contrary to law, void or unenforceable, then such additional condition shall be severed from this contract and such remaining conditions shall remain in full force and effect.

1. Completion of this contract shall take place on or before 4.00 p.m. within the time provided for in clause 15. If either party is unable to complete by that time the other party may serve a Notice to Complete making the time for completion essential. The Notice to Complete will require completion not less than 14 days after the notice is served. A Notice to Complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. A party may withdraw a Notice to Complete without prejudice to its rights to serve a further Notice or Notices.
2. Should the Purchaser not complete this purchase by the completion date, without default by the Vendor, the Vendor is entitled to recover from the Purchaser, as liquidated damages, payable on completion:
  - (a) interest on the balance of purchase money at the rate of ten percent (10%) per annum calculated at a daily rate from the completion date to the actual date of completion.
  - (b) the sum of Three Hundred and Thirty Dollars (\$330.00) GST inclusive to cover legal costs and other expenses incurred by the Vendor as a consequence of the delay, provided a Notice to Complete is issued.
3. Notwithstanding any rule of law or equity to the contrary should the Purchaser or Vendor or any one of them, prior to completion, die, become mentally ill or be declared bankrupt then either party may, by notice in writing to the other party, rescind this contract whereupon the provisions of clause 19 shall apply.
4. The property together with the improvements thereon is sold in its present state of repair and condition and the Purchaser acknowledges that he buys the property relying on his own inspection, knowledge and enquiries and that he does not rely on any warranties or representations made to him by or on behalf of the Vendor, except as may be expressed in this contract.

5. The Purchaser warrants that he was not introduced to the property by any agent other than the Vendor's agent named herein nor was any other agent the effective cause of the sale. The Purchaser agrees to indemnify the Vendor and keep the Vendor indemnified against any successful claim by any agent, other than the Vendor's agent, arising out of this sale. The Vendor warrants that he has not entered into an agreement with any agent other than the Vendor's Agent named in this contract. This condition shall not merge on completion.
6. The Purchaser agrees that the only form of general requisitions on title that the Purchaser may make under clause 5 are annexed hereto which are deemed to have been served at the date of this Contract for Sale.
7. The Purchaser hereby authorises the Depositholder to release so much of the deposit as the Vendor may require to be applied towards the deposit or stamp duty or the balance of purchase monies on the purchase of another property by the Vendor or towards a deposit into a Retirement Institution, provided that the released deposit must be held in the trust account of a Solicitor, Licensed Conveyancer, Real Estate Agent or Retirement Institution and shall not be further released. The signing of the contract by the Purchaser, shall be full and irrevocable authority to the Depositholder to release such deposit.
8. For the purposes of clause 2, the deposit payable under this contract is 10% of the purchase price and is payable as follows:
  - (a) the sum of \$..... on the date of this contract;
  - (b) the sum of \$..... prior to the expiry of the cooling off period;
  - (c) the balance of the 10% deposit on completion of this contract or termination of this contract by the vendor pursuant to clause 9 of this contract whichever occurs first;
  - (d) the times for payment of the deposit under this condition are essential.

Any balance of the 10% deposit outstanding must be paid forthwith by the purchaser to the depositholder upon any default of the kind referred to in clause 9 by the purchaser without demand being made for that payment or on completion whichever occurs first.

9. Pursuant to S66S(4) of the Conveyancing Act 1919, the purchaser acknowledges and agrees that should any request to extend the cooling off period be made, the vendor's conveyancer may grant such extension by way of written confirmation to the purchaser's conveyancer before the end of the cooling off period.

10. The purchaser by this Contract authorises its solicitor/conveyancer to amend or cause to be amended the terms of this Contract after the Contract has been signed by the purchaser, without further authority being required. This clause takes priority over the clauses in the standard Contract to the extent of any inconsistency. The provisions of this clause are essential.
11. If settlement of this matter does not take place at the time appointed for same due to the fault of the Purchaser and/or his or her mortgagee, then the Purchaser shall pay \$220.00 in respect of all fees including but not limited to agency fees and re-certification fees incurred by the Vendor's Conveyancer or his or her mortgagee in relation to any rearrangement of settlement.

### **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.

### **AMENDMENTS TO PRINTED CLAUSES OF THE CONTRACT**

1. Clause 7.1.1 is deleted
2. Clause 7.2.1 - "10% is reduced to 1%"
3. Clause 8.1 - Delete the words on "reasonable grounds"
4. Clauses 10.1.8 and 10.1.9 - Replace the word "substance" with "existence"
5. Clause 16.12 - is deleted

12. The vendors may elect to, but will not be required to, complete at any time during the period from Friday 20 December 2019 to Monday 6 January 2020 inclusive (the "holiday period"). Any penalty interest pursuant to the terms of this Contract will not commence during this holiday period. However, if penalty interest is payable by the purchaser, commencing at a date prior to the holiday period, then interest will be payable until the date of settlement, including the holiday period. The parties agree that should the expiration of the cooling off period fall due in the holiday period, then the cooling off period will automatically expire at 5.00 p.m. on Monday 6 January, 2020.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

---

### Possession and tenancies

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

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the property for land tax purposes for the current year?
  - (c) the vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956*) at least 14 days before completion.

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
  - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;

- (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the 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* and *Local Government Act 1993*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992* and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* 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.
- 18.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition 18(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?
- Affectations**
19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the property?
  - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 22.
- (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) if so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?
- Capacity**
24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
25. If 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.
26. 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.
27. 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.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 397/234866

SEARCH DATE	TIME	EDITION NO	DATE
13/12/2019	12:06 PM	1	8/3/1991

LAND

LOT 397 IN DEPOSITED PLAN 234866  
AT CAMPBELLTOWN  
LOCAL GOVERNMENT AREA CAMPBELLTOWN  
PARISH OF ST PETER COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP234866

FIRST SCHEDULE

THOMAS NELSON  
MARLENE NELSON  
AS JOINT TENANTS (T Z526179)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 \* L113229 COVENANT
- 3 Z526180 MORTGAGE TO THE POLICE DEPARTMENT EMPLOYEES' CREDIT UNION LIMITED

NOTATIONS

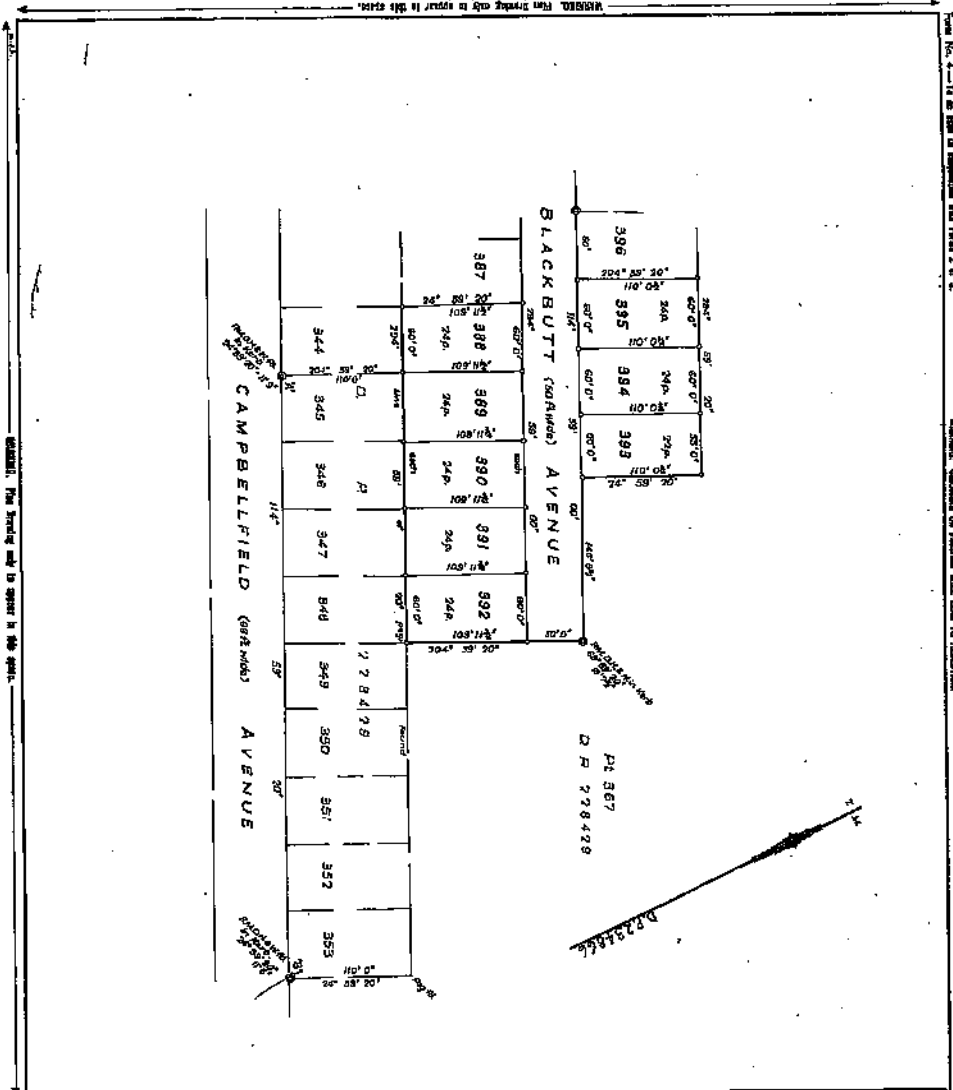
NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

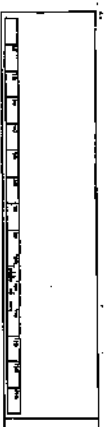
\*\*\* END OF SEARCH \*\*\*



2284339.0  
 MISSED. From Tracking only to appear in this plan.



From No. 4-12 to be used in conjunction with Plans 2 or 3.  
 REMARKS: CHANGING OF PARTS WILL LEAD TO REJECTION



1. Peter Edmund Dwyer, Registering General for New South Wales, certifies that this plan is a true and correct copy of the original as shown to him on 13th Dec 1991.

**2**

**D.P. 234866**

Proprietor: **State of New South Wales**

Lot: **396**

Area: **27.81 sq m**

Diagrams of Plans: **1**

The Plan: **1** of the Plan of **3**

Drawn by: **...**

Checked by: **...**

Scale: **1:100**

D.P. 234866

FEET	METERS
11	3.35
12	3.66
13	3.96
14	4.27
15	4.57
16	4.88
17	5.18
18	5.49
19	5.79
20	6.10
21	6.40
22	6.71
23	7.01
24	7.32
25	7.62
26	7.93
27	8.23
28	8.54
29	8.84
30	9.15
31	9.45
32	9.76
33	10.06
34	10.37
35	10.67
36	10.98
37	11.28
38	11.58
39	11.89
40	12.19
41	12.49
42	12.80
43	13.10
44	13.40
45	13.71
46	14.01
47	14.32
48	14.62
49	14.92
50	15.23
51	15.53
52	15.84
53	16.14
54	16.44
55	16.75
56	17.05
57	17.35
58	17.66
59	17.96
60	18.26
61	18.57
62	18.87
63	19.17
64	19.48
65	19.78
66	20.08
67	20.38
68	20.69
69	20.99
70	21.29
71	21.59
72	21.89
73	22.20
74	22.50
75	22.80
76	23.10
77	23.41
78	23.71
79	24.01
80	24.32
81	24.62
82	24.92
83	25.23
84	25.53
85	25.83
86	26.14
87	26.44
88	26.74
89	27.05
90	27.35
91	27.65
92	27.95
93	28.26
94	28.56
95	28.86
96	29.16
97	29.47
98	29.77
99	30.07
100	30.37



No. **L113229**

1980 JUL 17 31

R.P. 13A

New South Wales

**MEMORANDUM OF TRANSFER**  
 (REAL PROPERTY ACT, 1900.)

Forms—  
 Lodgment  
 Endorsement

11.50  
 17/7/80

**-I, GEORG (No. 13) PLY. LIMITED**

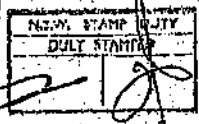
This form may be used where restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

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

Blank should be ruled in for signing.

If fee estate, strike out "fee simple" and interline the required alteration.



(herein called transferor) being registered as the proprietor of an estate in fee simple\* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of XXXXXX TWO THOUSAND NINE HUNDRED AND FIFTY DOLLARS (\$2,950.00) (the receipt whereof is hereby acknowledged) paid to it by

**VIVIAN ERNEST BROWN and SYLVIA MARY WILSON**

do hereby transfer to

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

<b>VIVIAN ERNEST BROWN</b> of 254 Edger Street, Condell Park, Public Servant and
<b>SYLVIA MARY WILSON</b> of the said address, Dental Assistant as Joint Tenants
(herein called transferee)

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

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	ST. PETER	WHOLE	10699	22	347/104866

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

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

19139A

*[Handwritten signature]*

And the transferee covenants with the transferor doth hereby for themselves their executors administrators and assigns covenant with the transferor its successors and assigns:

Strike out if unnecessary, or suitably adjust.  
(i) If any easements are to be created or any exceptions to be made or  
(ii) If the statutory covenants implied by the Act are intended to be varied or modified.  
Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

1. That no building shall be erected on the land hereby transferred with external wall or walls of materials other than brick, stone, concrete, glass, timber, aluminium, moulded asbestos cement or flat asbestos cement or any combination of the same provided that flat asbestos cement shall be 1/2" thick steam cured flat sheeting and shall not be used in external walls except as infill panels in conjunction with all or any of the other materials hereinbefore specified and the proportion of asbestos cement so used in relation to the total external wall area shall not exceed 15% thereof. PROVIDED HOWEVER that this covenant shall not apply to Lot 376 on the said Deposited Plan.
  2. That no main building erected or permitted to remain on the land hereby transferred shall have a minimum overall area excluding any attached garage or carport of less than 630 square feet. PROVIDED HOWEVER that this covenant shall not apply to Lot 376 on the said Deposited Plan.
  3. That no fence shall be erected or permitted to remain along the street frontage of the land hereby transferred nor along or within any side boundary extending from the front boundary to the front alignment of the main building to the front alignment of any main building on the land adjoining and having a common boundary with the land hereby transferred provided that this clause shall not preclude the erection of brick or masonry screen walls attaching to and forming part or extension of any such main building.
  4. That any dividing fence erected along or within any of the boundaries of the land hereby transferred shall not exceed five (5) feet in height nor shall be of any material other than brick masonry or interlocking or welded chain or wire mesh attached to steel posts.
  5. That for the benefit of any adjoining land owned by the transferor but only during the ownership thereof by the transferor its successors and assigns other than purchasers on sale no fence will be erected on the land hereby transferred to divide the same from such adjoining land 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 transferee such consent shall be deemed to have been given in respect of every such fence for the time being erected.
  6. That not more than one main building shall be erected or permitted to remain on the land hereby transferred.
  7. That no such main building shall be erected or used otherwise than as a single private dwelling house or any part of the land transferred used by a medical practitioner or dentist in the practice of his profession.
  8. That no roof of any building erected on the land hereby transferred shall be of corrugated tin or iron and no roof other than tiles shall be coloured or painted red or any shade thereof.
  9. That no paling fence shall be erected or permitted to remain on the land hereby transferred.
  10. That the transferee shall not erect or cause or permit to be erected or to remain upon the land hereby transferred any advertisement hoarding sign or similar structure and shall not permit the said land or any building erected thereon to be used for the display of any advertisement sign or notice provided that this clause shall not preclude the display of a "For Sale" or builder's sign no larger than 3' x 2'3".
  11. That the transferee shall not excavate carry away or remove or permit to be excavated carried away or removed from the land hereby transferred any earth clay stone gravel soil or sand except so far as may be necessary for the erection in accordance with the covenants herein contained of any house building erection or swimming pool thereon or for any purpose incidental and/or ancillary thereto.
  12. That the expression "the land hereby transferred" where herein used shall be deemed to refer separately and severally to each lot in the said Deposited Plan hereby transferred and the restrictions in this covenant contained shall apply to each lot as if the transferee had given separate covenants in respect of each such lot.
- The benefit of the foregoing covenants shall be appurtenant to the land in the Deposited Plan and each and every lot therein other than the land hereby transferred.  
The burden of the foregoing covenants is upon the land hereby transferred.  
The said covenants or any of them may be released varied or modified so far as any particular lot is concerned by Land Lease Homes Pty. Limited until 31st December 1985 and thereafter by the person or persons in whom the legal estate in fee simple is at the time vested in the land in the said Deposited Plan (other than streets or other public areas) having a common boundary with the land hereby transferred.

*[Handwritten initials]*

ENCUMBRANCES, &c., REFERRED TO.

\* A very short note will suffice  
K 1165-2 N 437-

Reservations and conditions, if any, contained in Crown Grant.

If the Transferor or Transferees sign 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 the instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P. or Commissioner for Affidavits, or whom the Transferor knows, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.  
Execution may be proved where the parties are resident:—  
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.  
(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.  
(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London) of the State of New South Wales or of Secretary, N.S.W. Government Offices, London, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.  
Strike out unnecessary words. Add any other matter necessary to show that the power is effective.  
To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

Signed at Sydney the 15<sup>th</sup> day of July 1968  
Signed in my presence by the transferor:  
VIVIAN ERNEST BROWN and SYLVIA MARY WILSON  
WHO IS PERSONALLY KNOWN TO ME  
AWILSON  
W.E. Brown  
Transferee(s).  
THE COMMON SEAL OF GEORGE LIMITED  
Director  
Transferor.  
Secretary

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

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

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

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

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

Appeared before me, at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand \_\_\_\_\_, 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.  
† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty, also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.  
No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.  
© 1161-2 21 07-1

**L113229**

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

Lodged by **REEH LL HOLLINGDAI E & PAGE**  
 SOLICITORS  
 Address **187-191 MACQUARIE STREET**  
**SYDNEY.**  
 Phone No. \_\_\_\_\_

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

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

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 Signed in my presence by \_\_\_\_\_

who is personally known to me \_\_\_\_\_

Mortgagee.

**DOCUMENTS LODGED HERewith**  
 To be filled in by person lodging dealing

1.	_____	Received Docs.
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Indexed	<b>MEMORANDUM OF TRANSFER</b> <i>Subject to Covenant</i>
Checked by	Particulars entered in Register Book  <b>22-7-1968</b>
Passed (in S.D.B.) by	at <b>2pm</b>
Signed by	<i>Jawataon</i> Registrar General

**PROGRESS RECORD**

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supl. of Engrossers		
Cancellation Clerk		
Vol.		
For.		

**Issue Date:** 13 December 2019  
**Application Number:** 201903906  
**Receipt Number:** 4598188

Endeavour Conveyancing Services  
PO BOX 659  
ENGADINE NSW 2233

Your Reference: JW: 11611

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

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

**Property Address:** 20 Blackbutt Avenue  
BRADBURY NSW 2560

**Property Description:** Lot 397 DP 234866

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

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

**PART 1 – Names of relevant planning instruments and DCPs**

**Planning Instrument:** Campbelltown LEP 2015

**Effect:** R2 Low Density Residential

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

**Local environmental plans (LEPs) and deemed environmental planning instruments**

Campbelltown LEP 2015

For further information about these local environmental plans and deemed environmental planning instruments, contact Council's Environmental Planning Section on (02) 4645 4608.

**State environmental planning policies (SEPPs)**

SEPP No.21 – Caravan Parks

SEPP No.30 – Intensive Agriculture

SEPP No.33 – Hazardous and Offensive Development

SEPP No.44 – Koala Habitat Protection

**Campbelltown City Council**

91 Queen Street, Campbelltown

PO Box 57, Campbelltown NSW 2560 DX5114

**[campbelltown.nsw.gov.au](http://campbelltown.nsw.gov.au)**

T 02 4645 4000

E [council@campbelltown.nsw.gov.au](mailto:council@campbelltown.nsw.gov.au)

ABN: 31 459 914 087

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

---

SEPP No.50 – Canal Estate Development  
SEPP No.55 – Remediation of Land  
SEPP No.64 – Advertising and Signage  
SEPP No.65 – Design Quality of Residential Apartment Development  
SEPP No.70 – Affordable Housing (Revised Schemes)  
SEPP (Housing for Seniors or People with a Disability) 2004  
SEPP No.19 - Bushland in Urban Areas  
SEPP (Vegetation in Non-Rural Areas) 2017  
SEPP (Building Sustainability Index: BASIX) 2004  
SEPP (State Significant Precincts) 2005  
SEPP (Mining, Petroleum Production and Extractive Industries) 2007  
SEPP (Miscellaneous Consent Provisions) 2007  
SEPP (Infrastructure) 2007  
SEPP (Exempt and Complying Development Codes) 2008  
SEPP (Affordable Rental Housing) 2009  
SEPP (State and Regional Development) 2011  
SEPP (Educational Establishments and Child Care Facilities) 2017  
Greater Metropolitan REP No.2 - Georges River Catchment

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

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

**Draft local environmental plans (LEPs)**

None

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

**Draft State environmental planning policies (SEPPs)**

None

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

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

Campbelltown (Sustainable City) DCP 2015

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

---

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

**PART 2 – Zoning and land use under relevant LEPs**

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

R2 Low Density Residential

b) The purposes for which the plan or instrument provides that development may be carried out without the need for development consent are detailed in the land use table for each zone. Reference should be made to either Attachment 1 to this certificate or the appropriate section of the attached copy of the plan or instrument.

In addition, SEPP (Exempt and Complying Development Codes) 2008 and clause 3.1 of the Campbelltown LEP 2015 allow certain types of development to be carried out as exempt development within the Campbelltown City local government area.

c) The purposes for which the plan or instrument provides that development may not be carried out except with development consent are detailed in the land use table for each zone. Reference should be made to either Attachment 1 to this certificate or the appropriate section of the attached copy of the plan or instrument.

In addition, SEPP (Exempt and Complying Development Codes) 2008 and clause 3.2 of the Campbelltown LEP 2015 allow certain types of development to be carried out as complying development within the Campbelltown City local government area after a complying development certificate has been obtained from Council or from an accredited certifier. Clause 2.5 of the Campbelltown LEP 2015 also allows for additional permitted uses with development consent on particular land.

d) The purposes for which the plan or instrument provides that development is prohibited are detailed in the land use table for each zone. Reference should be made to either Attachment 1 to this certificate or the appropriate section of the attached copy of the plan or instrument.

e) Any development standards applying to the land subject of this certificate that fix minimum land dimensions for the erection of a dwelling-house and, if so, the minimum land dimensions so fixed are detailed in the relevant section of the plan or instrument. Reference should be made to either Attachment 2 to this certificate or the appropriate section(s) of the attached copy of the plan or instrument. In addition, certain Council development control plans may impose minimum development standards for the creation of allotments and/or minimum site area and dimensions for the erection of a dwelling-house.

For further information about items a), b), c), d) and e) above, contact Council's Environmental Planning Section on (02) 4645 4608.

f) The land subject of this certificate does not include or comprise critical habitat.

g) The land subject of this certificate is not in a conservation area (however described).

h) No item of environmental heritage (however described) is situated on the land subject of this certificate.

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

---

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

None

**PART 3 – Complying development**

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

Housing Code – on all of the land

Housing Alterations Code – on all of the land

Commercial and Industrial Alterations Code – on all of the land

Subdivisions Code – on all of the land

Rural Housing Code – on all of the land

General Development Code – on all of the land

Demolition Code – on all of the land

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

Fire Safety Code – on all of the land

Container Recycling Facilities Code – on all of the land

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

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

Low Rise Medium Density Housing Code – on any part of the land

(Note: implementation of the Low Rise Medium Density Housing Code within the Campbelltown Local Government Area has been deferred until 1 July 2020.)

Greenfield Housing Code – on any part of the land

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

**PART 4 – Coastal protection**

The land subject of this certificate is not affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that Council has been notified by the Department of Finance, Services and Innovation.

Please note that Campbelltown City Council is not defined as a coastal council under the Coastal Protection Act 1979.

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

---

**PART 5 – Mine subsidence**

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

**PART 6 – Road widening and road realignment**

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

**PART 7 – Council and other public authority policies on hazard risk restrictions**

- a) Council has adopted a policy with respect to all land within the Campbelltown City local government area with unusual site conditions. This policy restricts the development of land where extensive earthworks and/or filling has been carried out. Land, the development of which is restricted by this policy, has a restriction as to user placed on the title of the land stating the details of any restriction. Building lots can be affected by excessive land gradient, filling, reactive or dispersive soils, overland flow and/or mine subsidence. Buildings, structures or site works may require specific structural design to ensure proper building construction. Consequently, some applications may require the submission of structural design details and geotechnical reports. It is suggested that prior to lodging an application, enquiries be made to Council's Planning and Environment Division to ascertain any specific requirements.
- b) Council has adopted by resolution the certified Campbelltown LGA Bush Fire Prone Land Map. This map identifies bush fire prone land within the Campbelltown City local government area as defined in section 10.3 of the Act. Where the land subject of this certificate is identified as bush fire prone land, the document entitled "Planning for Bush Fire Protection" prepared by the NSW Rural Fire Service in co-operation with the Department of Planning and dated December 2006 should be consulted with regards to possible restrictions on the development of the land because of the likelihood of bushfire.
- c) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of tidal inundation.
- d) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of acid sulphate soils.

**PART 7A – Flood related development controls information**

- (1) Development on all or part of the land subject of this certificate 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 not subject to flood related controls.
- (2) Development on all or part of the land subject of this certificate for any other purpose is not subject to flood related development controls.
- (3) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

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

**PART 8 – Land reserved for acquisition**

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

**PART 9 – Contribution plans**

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

Campbelltown Local Infrastructure Contributions Plan 2018

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

**PART 9A – Biodiversity certified land**

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

Please note that biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

**PART 10 – Biodiversity stewardship sites**

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

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

**PART 10A – Native vegetation clearing set asides**

The land subject of this certificate does not contain a set aside under section 60ZC of the Local Land Services Act 2013 (but only in so far as Council has been notified of the existence of such a set aside area by Local Land Services or it is registered in the public register under that section).

**PART 11 – Bush fire prone land**

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

**PART 12 – Property vegetation plans**

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

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

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

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

**PART 14 – Directions under Part 3A**

No direction, 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 subject of this certificate under Part 4 of the Act does not have effect, has been issued by the Minister.

**PART 15 – Site compatibility certificates and conditions for seniors housing**

- a) No current site compatibility certificate (seniors housing), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.
- b) No conditions of consent to a development application, granted after 11 October 2007, of the kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed in respect of proposed development on the land subject of this certificate.

**PART 16 – Site compatibility certificates for infrastructure**

No valid site compatibility certificate (infrastructure), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.

**PART 17 – Site compatibility certificates and conditions for affordable rental housing**

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

**PART 18 – Paper subdivision information**

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

**PART 19 – Site verification certificates**

No current site verification certificate issued under Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007 (of which Council is aware) applies to the land subject of this certificate.

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

---

**PART 20 – Loose-fill asbestos insulation**

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

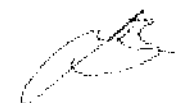
For more information contact NSW Fair Trading ([www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au))

**PART 21 – Affected building notices and building product rectification orders**

- (1) No affected building notice of which Council is aware is in force in respect of the land subject of this certificate.
- (2)
  - (a) No building product rectification order of which Council is aware and that has not been fully complied with is in force in respect of the land subject of this certificate.
  - (b) No notice of intention to make a building product rectification order of which Council is aware and that is outstanding has been given in respect of the land subject of this certificate.
- (3) In this clause: affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017 and building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

**Matters prescribed by section 59(2) of the Contaminated Land Management Act 1997**

- (a) The land subject of this certificate is not significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.
- (b) The land subject of this certificate is not subject to a management order within the meaning of the Contaminated Land Management Act 1997.
- (c) The land subject of this certificate is not the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.
- (d) The land subject of this certificate is not subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.
- (e) The land subject of this certificate is not the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 provided to Council.



Jim Baldwin, per  
**Director City Development**

## Attachment 1

### Campbelltown Local Environmental Plan 2015

#### Zone R2 Low Density Residential

##### 1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To enable development for purposes other than residential only if that development is compatible with the character of the living area and is of a domestic scale.
- To minimise overshadowing and ensure a desired level of solar access to all properties.
- To facilitate diverse and sustainable means of access and movement.

##### 2 Permitted without consent

Home occupations

##### 3 Permitted with consent

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

##### 4 Prohibited

Any development not specified in item 2 or 3

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

## Attachment 2

### Campbelltown Local Environmental Plan 2015

#### 4.1 Minimum subdivision lot size

- (1) The objectives of this clause are as follows:
  - (a) to ensure that the density of development is compatible with the capacity of existing and proposed infrastructure,
  - (b) to ensure that the density of settlement will be compatible with the objectives of the zone,
  - (c) to limit the density of settlement in environmentally, scenically or historically sensitive areas,
  - (d) to ensure lot sizes are compatible with the conservation of natural systems, including waterways, riparian land and groundwater dependent ecosystems,
  - (e) to facilitate viable agricultural undertakings,
  - (f) to protect the curtilage of heritage items and heritage conservation areas,
  - (g) to facilitate a diversity of housing forms.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause does not apply in relation to the subdivision of individual lots in a strata plan or community title scheme.
- (4A) If a lot is a battle-axe lot or other lot with an access handle, the area of the access handle is not to be included in calculating the lot size.
- (4B) Despite subclause (3), development consent may be granted for the subdivision of land into lots that do not meet the minimum size shown on the Lot Size Map if the lots are residue lots resulting

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

- (1) The objectives of this clause are as follows:
  - (a) to provide for the proper and orderly development of land,
  - (b) to ensure that land developed under the *Community Land Development Act 1989* will achieve densities consistent with the objectives of the zone,
  - (c) to protect the curtilage of heritage items and heritage conservation areas.
- (2) This clause applies to a subdivision (being a subdivision that requires development consent) under the *Community Land Development Act 1989* of land in any of the following zones:
  - (a) Zone RU2 Rural Landscape,

- (b) Zone R2 Low Density Residential,
  - (c) Zone R3 Medium Density Residential,
  - (d) Zone R5 Large Lot Residential,
  - (e) Zone E3 Environmental Management,
  - (f) Zone E4 Environmental Living.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies (other than any lot comprising association property within the meaning of the *Community Land Development Act 1989*) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.

#### **4.1A Maximum dwelling density in certain residential areas**

- (1) The objectives of this clause are as follows:
- (a) to restrict the dwelling yield on certain land,
  - (b) to ensure that infrastructure is not overburdened,
  - (c) to provide for a diversity of dwelling types.
- (2) This clause applies to land identified as "Restricted dwelling yield" on the Restricted Dwelling Yield Map.
- (3) Despite clauses 4.1, 4.1AA, 4.1B and 4.1C, the total number of dwellings that may be created by the development of land specified in Column 1 of the table to this clause must not exceed the number specified in Column 2 of the table.

<b>Column 1</b>	<b>Column 2</b>
"Area 1" on the Restricted Dwelling Yield Map, being land at Airds-Bradbury	2104
"Area 2" on the Restricted Dwelling Yield Map, being land at Claymore	1490
"Area 3" on the Restricted Dwelling Yield Map, being land at the Western Sydney University	850

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

- (1) The objectives of this clause are as follows:
- (a) to achieve planned residential density in certain zones,
  - (b) to ensure that lot sizes are consistent with the predominant subdivision pattern of the area and maintain a low density residential character in existing neighbourhoods,
  - (c) to facilitate development applications seeking concurrent approval for dual occupancy development and subdivision,
  - (d) to prevent the fragmentation of land.
- (2) Despite clause 4.1, development consent may be granted to development for the purpose of a dual occupancy if the development will be on a lot that is at least the minimum size shown on the Lot Size for Dual Occupancy Development Map in relation to that land.
- (3) Despite clause 4.1 and subclause (2), development consent may be granted for the subdivision of land in Zone R2 Low Density Residential into lots that

are less than the minimum lot size shown on the Lot Size Map in relation to that land if:

- (a) there is an existing dual occupancy on the land that was lawfully erected under an environmental planning instrument or there is a development application for the concurrent approval of a dual occupancy and its subdivision into 2 lots, and
- (b) the lot size of each resulting lot will be at least 300 square metres, and
- (c) the subdivision will not result in more than one principal dwelling on each resulting lot.

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

- (1) The objectives of this clause are as follows:
  - (a) to achieve planned residential densities in certain zones,
  - (b) to achieve satisfactory environmental and infrastructure outcomes,
  - (c) to minimise any adverse impact of development on residential amenity,
  - (d) to minimise land use conflicts.
- (2) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in Column 3 of the table.
- (3) Development consent may be granted to the subdivision of land in a zone that is specified in the table to this clause for a purpose listed beside the zone, if the area of the lot to be created is equal to or greater than the area specified in Column 4 of the table.

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
Dwelling house	Zone R2 Low Density Residential	500 square metres	500 square metres
Dual occupancy	Zone R2 Low Density Residential	700 square metres	300 square metres
Semi-detached dwelling	Zone R2 Low Density Residential	700 square metres	300 square metres
Attached dwelling	Zone R2 Low Density Residential	1,000 square metres	300 square metres
Child care centres	Zone R2 Low Density Residential or Zone R3 Medium Density Residential	800 square metres	N/A
Residential flat buildings	Zone R4 High Density Residential	1,200 square metres	1,200 square metres

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

- (1) The objectives of this clause are as follows:
  - (a) to allow for certain non-residential land uses,
  - (b) to minimise any adverse impact on local amenity and the natural environment,
  - (c) to achieve satisfactory environmental and infrastructure outcomes,
  - (d) to minimise land use conflicts.
- (2) This clause applies to land in the following zones:
  - (a) Zone E3 Environmental Management,
  - (b) Zone E4 Environmental Living.
- (3) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in the table.

Column 1	Column 2	Column 3
Animal boarding or training establishments	Zone E3 Environmental Management	5 hectares
Educational establishments	Zone E3 Environmental Management or Zone E4 Environmental Living	10 hectares
Places of public worship	Zone E3 Environmental Management	10 hectares

**4.2 Rural subdivision**

- (1) The objective of this clause is to provide flexibility in the application of standards for subdivision in rural zones to allow land owners a greater chance to achieve the objectives for development in the relevant zone.
- (2) This clause applies to the following rural zones:
  - (a) Zone RU1 Primary Production,
  - (b) Zone RU2 Rural Landscape,
  - (c) Zone RU4 Primary Production Small Lots,
  - (d) Zone RU6 Transition.

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

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

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

- (1) The objectives of this clause are as follows:
  - (a) to enable the replacement of lawfully erected dwelling houses and dual occupancies (attached), and the realisation of dwelling entitlements in rural and environment protection zones,
  - (b) to restrict the extent of residential development in rural and environment protection zones to maintain the existing character,
  - (c) to recognise the contribution that development density in these zones makes to the landscape and environmental character of those places.
- (2) This clause applies to land in the following zones:
  - (a) Zone RU2 Rural Landscape,
  - (b) Zone E3 Environmental Management,
  - (c) Zone E4 Environmental Living.
- (3) Development consent must not be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies unless the land:
  - (a) is a lot that has at least the minimum lot size shown on the Lot Size Map in relation to that land, or
  - (b) is a lot created under this Plan (other than clause 4.2 (3)), or
  - (c) is a lot created under an environmental planning instrument before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) was permissible immediately before that commencement, or
  - (d) is a lot resulting from a subdivision for which development consent (or its equivalent) was granted before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) would have been permissible if the plan of subdivision had been registered before that commencement, or
  - (e) is an existing holding, or
  - (f) would have been a lot or holding referred to in paragraph (a), (b), (c), (d) or (e) had it not been affected by:
    - (i) a minor realignment of its boundaries that did not create an additional lot, or
    - (ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or
    - (iii) a consolidation with an adjoining public road or public reserve or for another public purpose.

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

- (4) Development consent must not be granted under subclause (3) unless:
  - (a) no dwelling house or dual occupancy (attached) has been erected on the land, and
  - (b) if a development application has been made for development for the purposes of a dwelling house or dual occupancy (attached) on the land—the application has been refused or it was withdrawn before it was determined, and

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

---

- (c) if development consent has been granted in relation to such an application—the consent has been surrendered or it has lapsed.
- (5) Development consent may be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies if there is a lawfully erected dwelling house or dual occupancy (attached) on the land and the dwelling house or dual occupancy (attached) proposed to be erected is intended only to replace the existing dwelling house or dual occupancy (attached).
- (6) Development consent may be granted to convert a dwelling house into, or to replace a dwelling house with, a dual occupancy (attached) on land to which this clause applies if no dual occupancy (attached) exists on the land and the dual occupancy (attached) is designed and will be constructed to have the appearance of a single dwelling.
- (7) In this clause:

**existing holding** means land that:

- (a) was a holding on the relevant date, and
- (b) is a holding at the time the application for development consent referred to in subclause (3) is lodged,

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

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

**relevant date** means:

- (a) in the case of land to which *Campbelltown (Urban Area) Local Environmental Plan 2002* applied immediately before the commencement of this Plan:
  - (i) for land identified as “25 February 1977” on the Former LEP and IDO Boundaries Map—25 February 1977, or
  - (ii) for land identified as “15 July 1977” on the Former LEP and IDO Boundaries Map—15 July 1977, or
  - (iii) for land identified as “3 November 1978” on the Former LEP and IDO Boundaries Map—3 November 1978, or
- (b) in the case of land to which *Campbelltown Local Environmental Plan—District 8 (Central Hills Lands)* applied immediately before the commencement of this Plan—20 September 1974, or
- (c) in the case of land to which *Campbelltown Local Environmental Plan No 1* applied immediately before the commencement of this Plan—26 June 1981, or
- (d) in the case of land to which *Interim Development Order No 13—City of Campbelltown* applied immediately before the commencement of this Plan—20 September 1974, or
- (e) in the case of land to which *Interim Development Order No 15—City of Campbelltown* applied immediately before the commencement of this Plan—27 September 1974, or
- (f) in the case of land to which *Interim Development Order No 28—City of Campbelltown* applied immediately before the commencement of this Plan—3 November 1978.

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

---

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

**4.2B Erection of rural workers' dwellings on land in Zones RU2 and E3**

- (1) The objectives of this clause are as follows:
  - (a) to facilitate, on the same land, the provision of adequate accommodation for employees involved in existing agricultural activities, including agricultural produce industries,
  - (b) to maintain the non-urban landscape and development characters of certain rural and environment protection zones.
- (2) This clause applies to land in the following zones:
  - (a) Zone RU2 Rural Landscape,
  - (b) Zone E3 Environmental Management.
- (3) Development consent must not be granted for the erection of a rural worker's dwelling on land to which this clause applies unless the consent authority is satisfied that:
  - (a) the development will be on the same lot as an existing lawfully erected dwelling house or dual occupancy (attached), and
  - (b) the development will not impair the use of the land for agricultural activities, including agricultural produce industries, and
  - (c) the agricultural activity or agricultural produce industry has an economic capacity to support the ongoing employment of rural workers, and
  - (d) the development is necessary considering the nature of the existing or proposed agricultural activity or agricultural produce industry occurring on the land or as a result of the remote or isolated location of the land, and
  - (e) there will be not more than one rural worker's dwelling on the lot, and
  - (f) the development will be a single storey building with a maximum floor area of 120 square metres or not more than 20% of the floor area of any existing dwelling house on that land, whichever is greater.

**4.2C Exceptions to minimum subdivision lot sizes for certain land in Zones RU2 and E3**

- (1) The objective of this clause is to allow the owners of certain land to which the following environmental planning instruments applied to excise a home-site area from an existing lot (or existing holding) by the means of a subdivision:
  - (a) *Campbelltown Local Environmental Plan No 1,*
  - (b) *Interim Development Order No 15—City of Campbelltown.*
- (2) Subclause (3) applies to each lot to which *Campbelltown Local Environmental Plan No 1* applied immediately before its repeal that:
  - (a) was in existence on 26 June 1981, and
  - (b) is in Zone E3 Environmental Management, and
  - (c) has an area of at least 10 hectares.
- (3) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the proposed subdivision will result in the

creation of only 2 lots, each of which must have an area of at least 2 hectares.

- (4) Subclause (5) applies to each lot to which *Interim Development Order No 15—City of Campbelltown* applied immediately before its repeal that:
  - (a) was in existence on 18 July 1973, and
  - (b) is in Zone RU2 Rural Landscape.
- (5) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the smallest lot to be created has an area of at least 2 hectares and is required for the erection of a dwelling house for occupation by:
  - (a) the person who owned the land on 18 July 1973, or
  - (b) a relative of that owner, or
  - (c) a person employed or engaged by that owner in the use of land of the owner adjoining or adjacent to that lot for the purpose of agriculture.
- (6) The total number of lots that may be created by the subdivision of land to which subclause (5) applies, whether by one or more subdivisions, must not exceed:
  - (a) if the land to be subdivided had an area of less than 10 hectares—nil, or
  - (b) if the land to be subdivided had an area of at least 10 hectares but less than 40 hectares—1, or
  - (c) if the land to be subdivided had an area of at least 40 hectares but less than 80 hectares—2, or
  - (d) if the land to be subdivided had an area of at least 80 hectares—3.

#### **4.2D Exceptions to minimum subdivision lot sizes for certain land in Zone E4**

- (1) The objective of this clause is to permit the subdivision of certain land in the East Edge Scenic Protection Lands Area to create lots of a size that are less than the minimum lot size shown on the Lot Size Map in relation to that land.
- (2) This clause applies to land identified as “1 ha” on the Lot Averaging Map.
- (3) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies if the subdivision will not create a number of lots that is more than the number resulting from multiplying the total area of the land being subdivided by the maximum density control number specified on the Lot Averaging Map in relation to that land.
- (4) Development consent must not be granted under this clause unless the consent authority is satisfied that:
  - (a) the pattern of lots created by the subdivision, the provision of access and services and the location of any future buildings on the land will not have a significant detrimental impact on native vegetation, and
  - (b) each lot to be created by the subdivision contains a suitable land area for:
    - (i) a dwelling house, and
    - (ii) an appropriate asset protection zone relating to bush fire hazard, and

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

---

- (iii) if reticulated sewerage is not available to the lot—on-site sewage treatment, management and disposal, and
- (iv) other services related to the use of the land for residential occupation, and
- (c) if reticulated sewerage is not available to the lot—a geotechnical assessment demonstrates to the consent authority's satisfaction that the lot can suitably accommodate the on-site treatment, management and disposal of effluent, and
- (d) adequate arrangements are in place for the provision of infrastructure to service the needs of development in the locality.

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

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

*BROWN*

**SEWERAGE SERVICE DIAGRAM**

Municipality of *Campbelltown*

No. *GB6669*

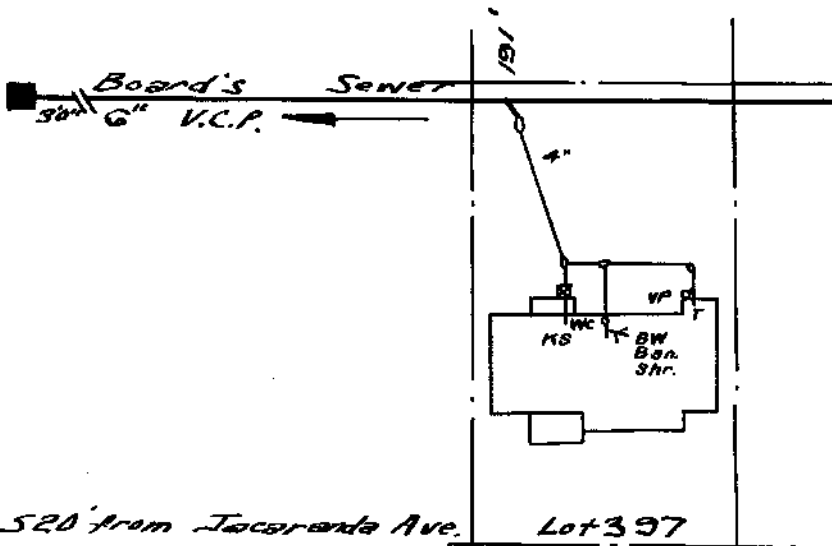
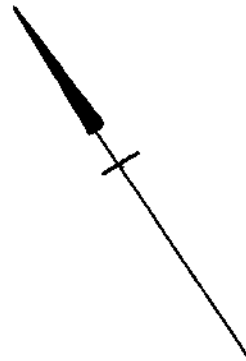
SYMBOLS AND ABBREVIATIONS

- |  |   |                   |                          |
|--|---|-------------------|--------------------------|
| <input type="checkbox"/> Boundary Trap           | <input type="checkbox"/> R.V. Reflex Valve      | I.P. Induct Pipe  | Bsn. Basin               |
| <input type="checkbox"/> Ptc Pit                 | <input type="checkbox"/> C.E. Cleaning Eye      | M.F. Mica Flap    | Shr. Shower              |
| <input type="checkbox"/> G.I. Grease Interceptor | <input type="checkbox"/> V.P. Vertical Pipe     | T. Tubs           | W.I.P. Wrought Iron Pipe |
| <input type="checkbox"/> Gully                   | <input type="checkbox"/> V.P. Vent. Pipe        | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe    |
| <input type="checkbox"/> P.T. P. Trap            | <input type="checkbox"/> S.V.P. Soil Vent. Pipe | W.C. Water Closet | F. W. Floor Waste        |
| <input type="checkbox"/> R.S. Reflex Sink        | <input type="checkbox"/> D.C.C. Down Cast Cowl  | B.W. Bath Waste   | W.M. Washing Machine     |

Scale: 40 Feet To An Inch

SEWER AVAILABLE

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



**BLACKBUTT AVE.**

*14-04665*

RATE No. \_\_\_\_\_ W.C.s *1* U.C.s \_\_\_\_\_ 19\_\_\_\_  
 SHEET No. *9975* OFFICE USE ONLY For Engineer House Services

DRAINAGE			PLUMBING			
W.C.	Supervised by	Date	BRANCH OFFICE		Supervised by	Date
Bth.	Inspector	/ /	Date		Inspector	/ /
Shr.			Outfall			
Bsn.	Chief Inspector	/ /	Drainer		1092 026	
K.S.			Plumber			
T.	Tracing Checked	/ /	Boundary Trap			
Ptg.			is/ is not required			
Dge. Int.						
Dge. Ext.						

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

