

43 Highdale Terrace,  
Glenmore Park

Draft Contract

**McGrath**

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>McGrath Estate Agents Liverpool</b> 265B Macquarie Street, Liverpool, NSW 2170	Phone: 98241100
co-agent		
vendor	<b>Bozidar Penev and Elizabeth Penev</b> 43 Highdale Terrace, Glenmore Park, NSW 2745	
vendor's solicitor	<b>Complete Legal and Conveyancing</b> Suite 11, 354-360 High Street, Penrith NSW 2750 PO Box 1835, Penrith NSW 2751	Phone: (02) 4704 9991 Email: natalie@completelaw.com.au Fax: (02) 4704 9992 Ref: NV:20/3088
date for completion	<b>8 weeks after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>43 Highdale Terrace, Glenmore Park, New South Wales 2745</b> <b>Registered Plan: Lot 534 Plan DP 1191166</b>	
	<b>Folio Identifier 534/1191166</b>	

improvements  VACANT POSSESSION  subject to existing tenancies

HOUSE  garage  carport  home unit  carspace  storage space

none  other: swimming pool

attached copies  documents in the List of Documents as marked or as numbered:  
 other documents:

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

inclusions	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher x2	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input checked="" type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> curtains and cameras	<input checked="" type="checkbox"/> other: ducted air-conditioning, house alarm, CCTV security system		

exclusions

purchaser

purchaser's solicitor

price \$

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

balance \$

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

buyer's agent

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

**Choices**

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

**Nominated Electronic Lodgment Network (ELN)** (clause 30): \_\_\_\_\_

**Electronic transaction** (clause 30)

no  YES

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

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

**Land tax** is adjustable

NO  yes

**GST: Taxable supply**

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

Purchaser must make a **GSTRW payment**  
(GST residential withholding payment)

NO  yes (if yes, vendor must provide further details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of **GSTRW payment**:

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

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

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

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

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

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

## List of Documents

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

### 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:**

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <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</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

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

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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

## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *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, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;  
 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;  
 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and  
 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance payable*;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *-serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

**23 Strata or community title****• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

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

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

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

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

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*; the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve the certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
- certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
- completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
- conveyancing rules* the rules made under s12E of the Real Property Act 1900;
- discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
- ECNL* the Electronic Conveyancing National Law (NSW);
- effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
- electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
- electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties'* *Conveyancing Transaction*;

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 32 Residential off the plan contract

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

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## **SPECIAL CONDITIONS**

### **Conditions of sale of land by auction**

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

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

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
    - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
    - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
    - (c) The highest bidder is the purchaser, subject to any reserve price;
    - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
    - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
    - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
    - (g) A bid cannot be made or accepted after the fall of the hammer;
    - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
  2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
    - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
    - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
    - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce 'vendor bid'.
  3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned
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residential property or rural land or the sale of such land by a seller as executor or administrator:

- (a) More than one vendor bid may be made to purchase interest of a co-owner;
  - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
  - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
  - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
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The Purchaser hereby agrees to pay an adjustment on settlement the sum of \$220.00 being a genuine pre-estimate of agreed expenses incurred by the vendor for drafting and serving a Notice to Complete upon the Purchaser.

**3. Death or incapacity**

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Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

**4. Purchaser acknowledgements**

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The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

**5. Late completion**

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In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and

including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

**6. Agent**

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The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

**7. Deposit bond**

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- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

**8. Requisitions**

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The parties agree that the only form of general requisitions on title that the Purchaser shall be entitled to raise pursuant to Clause 5 of this contract shall be in the form on the Requisitions on Title annexed.

**9. Release of deposit for payment of a deposit and stamp duty**

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The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for any of the following reasons:

- (a) To use as a deposit to purchase another property;
- (b) To pay the balance of purchase moneys for the purchase of another property;
- (c) To pay the stamp duty in relation to the purchase of another property;
- (d) To discharge part or all of the mortgage(s) associated with the property that is the subject of this contract upon completion;
- (e) To pay for outstanding land tax; and/or
- (f) To put towards the bond of a rental property.

**10. Sewer Diagram**

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The purchaser agrees and acknowledges that the sewer diagrams contained within this contract are the most up to date sewer diagrams available from the water board. There is no sewer service diagram available from the relevant water authority.

The Purchaser shall not be entitled to raise a requisition, objection, delay completion, make any claim, rescind, or terminate this contract or require the Vendors to carry out any works, provide a further diagram or undergo further investigations or enquiries in respect of the following:

- (i) The nature, location, availability or non-availability of the sewer in relation to the property;
- (ii) The location, availability or non-availability of any private pipes connected to the sewer if they are not so disclosed in the Sewerage Service Diagram;

- (iii) The existence or non-existence of easements, privileges or rights in respect of any of the services affecting or benefiting the property or in respect of any entitlement to use those services;
- (iv) The existence of any defects affecting the services;
- (v) The absence of a final inspection or supervision.

**11. Vendor not obliged to complete works**

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Notwithstanding any other clause or condition in this contract, the Vendor need not comply with and notice issued by the relevant Local Council or any other authority requiring works or demolition to be carried out on the property or any improvements on the property as a result of a request prior to the exchange of Contracts by a Purchaser or proposed Purchaser or any person on its behalf to the relevant Local Council for a Building Certificate under Section 149D of the Environmental Planning and Assessment Act 1979.

**12. Deposit**

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If a deposit of less than ten percent (10%) of the price is paid by the Purchaser then, for the purposes of Clause 9, the deposit to be forfeited shall be deemed to be ten per cent (10%) of the Price and any difference between the deposit and the deemed deposit shall be paid by the Purchaser to the Vendor upon demand.

**13. Adjustment Error**

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It is agreed between the parties that if any adjustments made under this contract are overlooked or incorrectly calculated, then either party upon being requested by the other party must immediately pay the amount outstanding once the adjustment has been calculated correctly. This clause shall not merge on completion.

**14. Inclusions**

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The purchaser accepts the inclusions specified in this Contract in their present condition subject to fair wear and tear. The purchaser agrees that the vendor is not responsible for any mechanical breakdown, loss or wear and tear occurring after the date of the Contract in respect to any inclusion.

**15. Consumer warning – Home Building Act 1989**

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The parties agree that the following warning set out in s 95(2) of the Home Building Act 1989 applies to this sale:

- (a) an owner-builder permit was issued on [ insert date ] in relation to the land; and
- (b) work done under the owner-builder permit is not required to be insured under the Home Building Act 1989 unless the work was done by a contractor to the owner-builder.

**16. Builder vendor**

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The purchaser acknowledges that although the vendor built the improvements on the subject property the purchaser buys it as a result of their own inspection in the condition and state of repair that it is in and that there is no defects liability period and the vendor will not do any work to the improvements. This provision does not however change the obligations of the builder/vendor under the Home Building Act.

**17. Swimming pool**

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The purchaser acknowledges that the internal works to the swimming pool is not complete and the vendor will not be completing these works. The purchaser buys it as a result of their own inspection in the condition and state of repair that it is in.

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## **REQUISITIONS ON TITLE**

Purchaser:

Vendor:                   Bozidar Penev and Elizabeth Penev

The following requisitions do not cover matters that are normally covered by pre contract enquiries, the law and the contract.

A vendor who supplies a deliberately false answer to a requisition is liable in damages for deceit if the answer is intended to, and does, induce the purchaser to complete. This extends not only to the original replies, but to situations where the vendor is unaware of the error when delivering answers but discovers the error before settlement and fails to disclose the truth to the purchaser.

### **All properties**

1.       Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
2.       Are there any encroachments by or upon the property?
3.       Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
4.       Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?
5.       Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?

### **If strata/community title**

1.       Has the initial period expired?
2.       Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners corporation, the community, and precinct or neighbourhood associations?

### **If rural**

1.       Are there any notices from neighbours or any public authorities requiring compliance?
  2.       All agreements written, oral or by usage not disclosed in the contract relating to such matters as farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated, and plant and equipment not the subject of the sale removed from the property prior to completion.
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3. Are there any give and take fences?
  4. Are there any agreements with neighbours relating to fencing?
  5. Are there any licences or agreements relating to pipelines, soil conservation or timber harvesting?
  6. Has the vendor any water licence or rights under the Water Management Act 2000?
  7. Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?
  8. Are there any enclosure permits that attach to the property?
  9. Are there any notices or issues outstanding relating to stock diseases, chemical pollution or noxious weeds?
  10. Are there any matters that specifically affect the property under legislation relating to Native Title, Aboriginal Land Rights, threatened species, native vegetation conservation or National Parks and Wildlife?
  11. Is there any application to the Crown for purchase or conversion of a holding?
  12. Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?

**If company title**

1. Please provide evidence that the company has approved the sale of the shares to the purchaser which will be registered in the share register on presentation following settlement.
2. Have there been or are there any proposed changes to the constitution of the company that affect the right of occupation by the purchaser and the use and enjoyment of the hereditaments?
3. The financial records and books of the company will be inspected and must prove satisfactory and establish that the company is free of debt, that all levies on shareholders have been made and paid and that there is no action suit or proceeding by or against the company.
4. A copy of the constitution of the company must be provided together with copies of the minutes of the last general meeting and copies of any resolutions that might adversely affect the use and enjoyment of the property by the purchaser.

Complete Legal and Conveyancing  
PO Box 1835  
Penrith NSW 2751  
27/11/2020

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FOLIO: 534/1191166

SEARCH DATE	TIME	EDITION NO	DATE
18/11/2020	2:54 PM	4	5/2/2019

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

LAND

LOT 534 IN DEPOSITED PLAN 1191166  
AT GLENMORE PARK  
LOCAL GOVERNMENT AREA PENRITH  
PARISH OF MULGOA COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1191166

FIRST SCHEDULE

BOZIDAR PENEV  
ELIZABETH PENEV  
AS JOINT TENANTS (T AJ43783)

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1159121 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1191166 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
- 4 DP1191166 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 5 DP1191166 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 6 DP1191166 POSITIVE COVENANT REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 7 DP1191166 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 8 DP1191166 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 9 DP1191166 POSITIVE COVENANT REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 10 DP1191166 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1191166 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 AP43516 MORTGAGE TO WESTPAC BANKING CORPORATION

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 534/1191166

PAGE 2

NOTATIONS

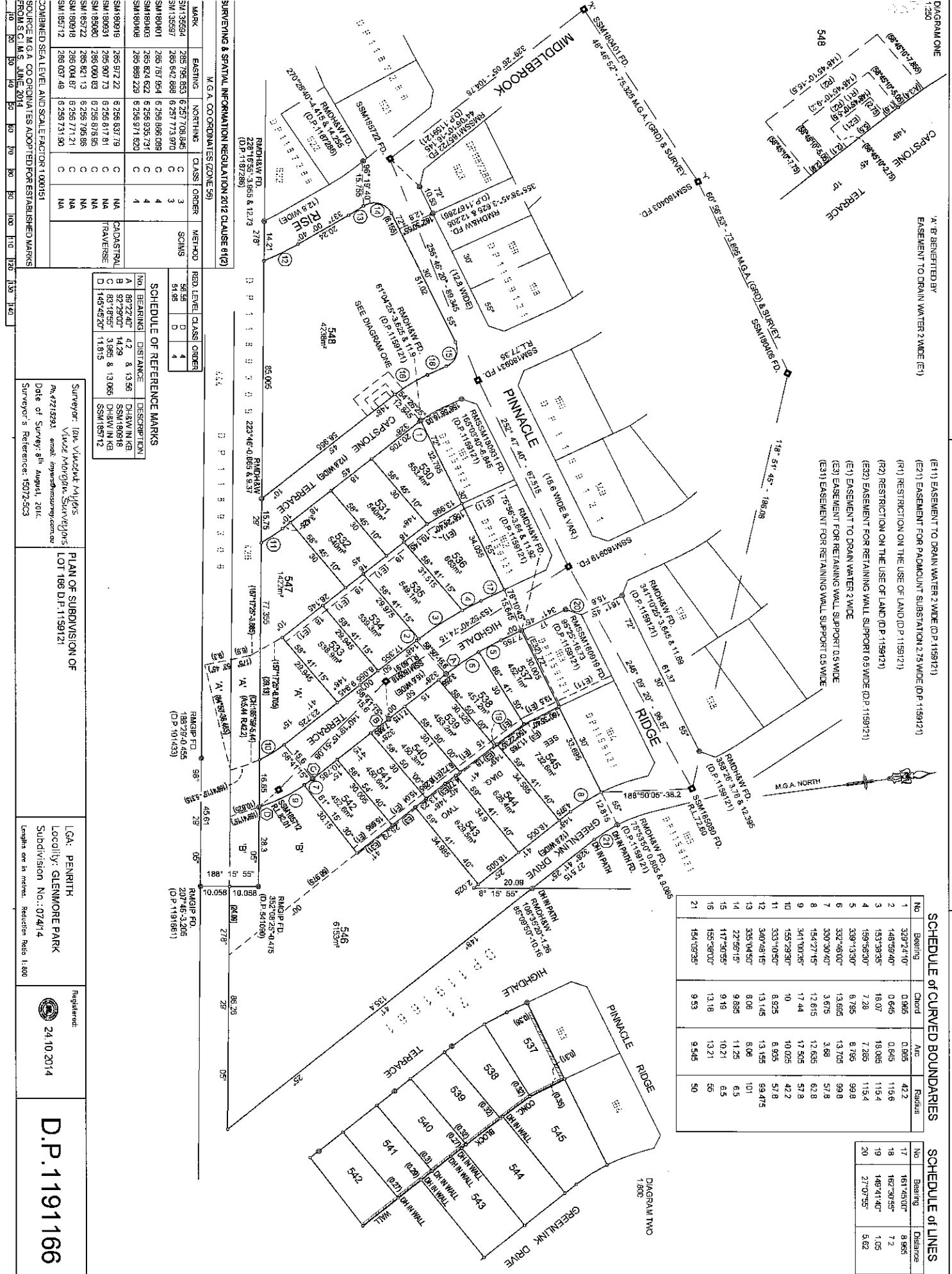
UNREGISTERED DEALINGS: NIL

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

200945

PRINTED ON 18/11/2020

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



- N.B. BENEFITED BY EASEMENT TO DRAIN WATER 2 WIDE (E1)
- (E1) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1159121)
  - (E2) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (D.P. 1159121)
  - (R1) RESTRICTION ON THE USE OF LAND (D.P. 1159121)
  - (R2) RESTRICTION ON THE USE OF LAND (D.P. 1159121)
  - (E3) EASEMENT FOR RETAINING WALL SUPPORT 0.5 WIDE (D.P. 1159121)
  - (E1) EASEMENT TO DRAIN WATER 2 WIDE
  - (E2) EASEMENT FOR RETAINING WALL SUPPORT 0.5 WIDE
  - (E3) EASEMENT FOR RETAINING WALL SUPPORT 0.5 WIDE

**SCHEDULE OF CURVED BOUNDARIES**

No	Bearing	Chord	Area	Radius
1	329°24'10"	0.965	0.645	42.2
2	148°59'40"	0.645	11.56	15.6
3	153°38'35"	18.07	19.085	115.4
4	169°58'30"	7.28	7.285	115.4
5	339°13'30"	8.785	8.795	99.8
6	352°48'00"	13.685	13.705	99.8
7	300°30'40"	3.675	3.68	57.8
8	154°27'15"	12.615	12.625	62.8
9	341°00'35"	17.44	17.525	57.8
10	155°29'30"	10	10.025	42.2
11	333°10'50"	8.825	8.925	57.8
12	340°48'15"	13.145	13.155	59.475
13	335°04'50"	8.06	8.06	101
14	22°55'15"	11.25	11.25	6.5
15	117°30'55"	9.19	10.21	6.5
16	155°38'00"	13.18	13.21	56
21	154°03'35"	9.53	9.545	50

**SCHEDULE OF LINES**

No	Bearing	Distance
17	161°45'00"	8.955
18	162°30'55"	7.2
19	148°41'40"	1.05
20	27°07'55"	5.62

**SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 81(2)**

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD
SM136564	285 795 853	6 257 708 846	C	3	SCMS
SM136567	285 842 889	6 257 773 970	C	3	SCMS
SM189001	285 797 954	6 258 896 098	C	4	SCMS
SM189003	285 824 622	6 258 935 731	C	4	SCMS
SM189008	285 989 229	6 258 971 620	C	4	SCMS
SM189019	285 972 22	6 258 937 79	C	NA	CHASTRAL
SM189031	285 907 73	6 256 817 81	C	NA	CHASTRAL
SM189060	285 900 83	6 256 817 81	C	NA	CHASTRAL
SM18922	285 821 13	6 256 795 86	C	NA	CHASTRAL
SM189018	286 004 87	6 256 771 21	C	NA	CHASTRAL
SM185712	286 037 48	6 256 731 90	C	NA	CHASTRAL

**SCHEDULE OF REFERENCE MARKS**

No	Bearing	Distance	Description
A	80°22'42"	4.2	8 13 56
B	82°29'07"	14.29	SSM119018
C	83°18'55"	3.965	8 13 56
D	148°45'20"	11.815	SSM185712

Surveyor: Ian Vincent Myles  
 Venue: Kinross, South Australia  
 Date of Survey: 8th August, 2014  
 Surveyor's Reference: 15072-553

PLAN OF SUBDIVISION OF LOT 166 D.P. 1159121

LGA: PENRITH  
 Locality: GLENMORE PARK  
 Subdivision No.: 07414

Registered: 24.10.2014

D.P. 1191166


10	20	30	40	50	60	70	80	90	100	110	120	130	140
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PLAN FORM 6(2012) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheets

Registered:  24.10.2014      Office Use Only	Office Use Only  <h1 style="margin: 0;">D.P.1191166</h1>
Title System: TORRENS Purpose: SUBDIVISION	

PLAN OF SUBDIVISION OF LOT 166 D.P.1159121	L G A:      PENRITH Locality:    GLENMORE PARK Parish:      MULGOA County:      CUMBERLAND
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**Crown Lands NSW/Western Lands Office Approval**

I, .....in approving this plan certify  
 Authorised Officer

that all necessary approvals in regard to the allocation of the  
 land shown hereon have been given.

Signature .....

Date:.....

File No: .....

Office:.....

**Survey Certificate**

I, IAN VINCENT MYERS  
 of VINCE MORGAN SURVEYORS PTY.LTD.  
 Ph.47215293. email: imyers@vmsurvey.com.au  
 a surveyor registered under the Surveying & Spatial Information Act, 2002  
 certify that:

(a) The land shown in the plan was surveyed in accordance with the  
 Surveying and Spatial Information Regulation, 2012, is accurate and  
 the survey was completed on 8<sup>th</sup> August, 2014.

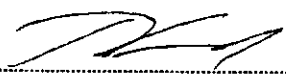
~~(b) The part of the land shown in the plan being.....~~

SC 14/0073

**Subdivision Certificate**

I, PETER WOOD

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

Signature: 

Accreditation No. ....

Consent Authority PENRITH CITY COUNCIL

Date of endorsement 17/9/14


Subdivision Certificate No. 074/14

File No. DA 10/1012

\* strike through if Inapplicable

~~was surveyed in accordance with the Surveying and Spatial  
 Information Regulation, 2012, is accurate and the survey was  
 completed on ..... the part not surveyed was compiled  
 in accordance with that Regulation.~~

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

Signature:       Dated: 8<sup>th</sup> August, 2014.

Surveyor ID: 1682

Datum Line: ('X'-Y') SSM180401 TO SSM180403

Type: URBAN

The terrain is level-undulating

Statements of intention to dedicate public roads,  
 public reserves and drainage reserves.

IT IS INTENDED TO DEDICATE THE EXTENSIONS  
 OF CAPSTONE TERRACE, HIGHDALE TERRACE  
 AND GREENLINK DRIVE TO THE PUBLIC AS  
 PUBLIC ROAD.

Plans used:-  
 D.P.1159121

PLAN FORM 6A (2012)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheets

Registered:  24.10.2014

Office Use Only

Office Use Only

**D.P.1191166**

PLAN OF SUBDIVISION OF  
LOT 166 D.P.1159121

This sheet is for the provision of the following information as required:

A schedule of lots and addresses – See 60(c) SSI Regulation 2012

Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act, 1919.

Signatures and seals – See 195D Conveyancing Act, 1919.

Any information which cannot fit in the appropriate panel of sheet 1 of the Administration sheets.

Subdivision Certificate No.: 074/14

Date of Endorsement: 17/9/14

PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919 IT  
IS INTENDED TO CREATE:-

1. RESTRICTION ON THE USE OF LAND
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. POSITIVE COVENANT
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. POSITIVE COVENANT
8. EASEMENT TO DRAIN WATER 2 WIDE (E1)
9. EASEMENT FOR RETAINING WALL SUPPORT 0.5 WIDE (E3)
10. POSITIVE COVENANT
11. EASEMENT FOR RETAINING WALL SUPPORT 0.5 WIDE (E31)

**STREET ADDRESSES NOT AVAILABLE**

SURVEYOR'S REFERENCE: 15072-5C3

PLAN FORM 6A (2012)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheets

Registered:  24.10.2014

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF  
LOT 166 D.P.1159121

**D.P.1191166**

Subdivision Certificate No.: 074/14

Date of Endorsement: 17/9/14

This sheet is for the provision of the following information as required:

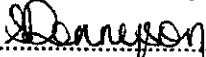
A schedule of lots and addresses - See 60(c) SSI Regulation 2012  
Statements of intention to create and release affecting interests in  
accordance with section 88B Conveyancing Act, 1919.

Signatures and seals - See 195D Conveyancing Act, 1919.

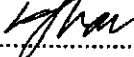
Any information which cannot fit in the appropriate panel  
of sheet 1 of the Administration sheets.

Westpac Banking Corporation ABN 33 007 457 141 being the  
Mortgagee under Mortgage number ~~440 600 166~~ <sup>108464980</sup> hereby  
Consents to this Plan/Instrument

Executed by its Tier 3..... Attorney, STEPHANIE DENNYSON  
Under Power of Attorney No. BOOK 4299 No 332



(by executing this instrument the Attorney states that the Attorney  
has received no notice of revocation of the Power of Attorney)



Signature of Witness

KRISTIAN STAMPOPOULOS

Name of Witness

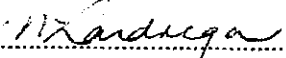
LS, 99 MACQUARIE ST SYDNEY NSW 2000

Address of Witness

Executed on behalf of the Corporation named  
below by the authorised persons whose signatures  
appear below pursuant to the authority specified.

Corporation: Mulpha Norwest Pty Limited ACN 000 004 633

Authority: Section 127 Corporations Act, 2001.

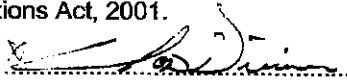


Signature of authorised person

Narelle Maree Landrigan

Name of authorised person

Office held: Director/Secretary



Signature of authorised person

WINSON CHOW

Name of authorised person

Office held: Director/Secretary

SURVEYOR'S REFERENCE: 15072-5C3

ePlan

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

**Plan:**

**DP1191166**

Plan of Subdivision of Lot 166 DP1159121

covered by Subdivision Certificate No. *CC074/14 17/9/14*  
 Dated. 17.9.2014

**Full name and address  
 of the owner of the land:**

**Mulpha Norwest Pty Limited**  
 ACN 000 004 633  
 Level 5  
 99 Macquarie Street  
 SYDNEY NSW 2000

(Sheet 1 of 13 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1.	Restriction on the Use of Land	each lot except 546, 547 & 548	every other lot except 546, 547 & 548
2.	Restriction on the Use of Land	each lot except 546, 547 & 548	every other lot except 546, 547 & 548
3.	Restriction on the Use of Land	each lot except 546, 547 & 548	every other lot except 546, 547 & 548
4.	Positive Covenant	530-545 incl.	Penrith City Council
5.	Restriction on the Use of Land	530-545 incl.	Penrith City Council
6.	Restriction on the Use of Land	530-545 incl.	Penrith City Council
7.	Positive Covenant	530-545 incl., 546 & 547	Penrith City Council



Authorised Person  
 Penrith City Council

ePlan

Plan:

**DP1191166**

Full name and address  
 of the owner of the land:

Plan of Subdivision of Lot 166 DP1159121

covered by Subdivision Certificate No. *CC 074/14* 17/9/14

**Mulpha Norwest Pty Limited**

ACN 000 004 633

Level 5


99 Macquarie Street

SYDNEY NSW 2000

(Sheet 2 of 13 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
8.	Easement to Drain Water 2 wide (E1)	533  534  535  536  542  541  540  539  538	area 'A' within:- 547, 426/1189305 & 444/1189306 533 & area 'A' within:- 547,426/1189305 & 444/1189306 533, 534 & area 'A' within:- 547, 426/1189305 & 444/1189306 533-535 incl. & area 'A' within:- 547, 426/1189305 & 444/1189306 area 'B' within:-546 & 426/1189305 542 & area 'B' within:- 546 & 426/1189305 541, 542 & area 'B' within:-546 & 426/1189305 540- 542 incl. & area 'B' within:-546 & 426/1189305 539- 542 incl. & area 'B' within:-546 & 426/1189305

  
 Authorised Person  
 Penrith City Council

ePlan

Plan:

**DP1191166**

Full name and address  
of the owner of the land:

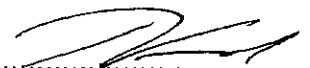
Plan of Subdivision of Lot 166 DP1159121  
covered by Subdivision Certificate No. CC074/14 17/9/14

**Mulpha Norwest Pty Limited**  
ACN 000 004 633  
Level 5  
99 Macquarie Street  
SYDNEY NSW 2000

(Sheet 3 of 13 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
8. Cont.	Easement to Drain Water 2 wide (E1)	537	538- 542 incl. & area 'B' within: <del>547 &amp; 546</del> 426/1189305
9.	Easement for Retaining Wall Support 0.5 wide (E3)	543 544 545 546	540 & 541 538, 539 & 540 537 & 538 541
10.	Positive Covenant	537-542 incl.	Penrith City Council
11.	Easement for Retaining Wall Support 0.5 wide (E31)	546	542



Authorised Person  
Penrith City Council

Ref: B15072-5C3  
DP1191166

ePlan

Plan:

**DP1191166**

Full name and address  
of the owner of the land:

Plan of Subdivision of Lot 166 DP1159121  
covered by Subdivision Certificate No. *CC074114 17/9/14*

**Mulpha Norwest Pty Limited**  
ACN 000 004 633  
Level 5  
99 Macquarie Street  
SYDNEY NSW 2000

(Sheet 4 of 13 Sheets)

**Part 2 (Terms)**

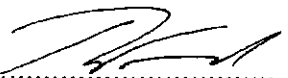
**1. Terms of Restriction on the Use of Land firstly referred to in the abovementioned plan**

- (a) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by MFKP without the consent of MFKP but such consent shall not be withheld if such fence is erected without expense to MFKP provided that this restriction shall remain in force only during such time as MFKP is the registered proprietor of any land in the plan or any land immediately adjoining the land in the plan whichever is the later, and
- (b) In this restriction **MFKP** means Mulpha Norwest Pty Limited ACN 000 004 633.

**2. Terms of Restriction on the Use of Land secondly referred to in the abovementioned plan**

A dwelling must not be:

- (a) erected or permitted to remain erected on any lot burdened, and
- (b) occupied for residential purposes, unless:
  - (i) the dwelling and the landscaping and fencing on the burdened lot is designed and constructed in accordance with the requirements of the Design Guidelines and the requirements of any Authority, and
  - (ii) MFKP has given its prior written consent to the plans and specifications for the dwelling, landscaping or fencing. MFKP will not unreasonably withhold its consent under this subclause if:



Authorised Person  
Penrith City Council

ePlan

Plan:

**DP1191166**

Plan of Subdivision of Lot 166 DP1159121

covered by Subdivision Certificate No. CC074/14 17/9/14

Full name and address  
of the owner of the land:

**Mulpha Norwest Pty Limited**

ACN 000 004 633

Level 5

99 Macquarie Street

SYDNEY NSW 2000

(Sheet 5 of 13 Sheets)

**Part 2 (Terms)**

- (A) the plans, elevations, schedule of materials, colours and finishes for the proposed dwelling or other structure conform with the Design Guidelines, and
- (B) the design has a distinctiveness which contributes positively to the overall impression of the Estate,
- (iii) the landscaping of the area between the front of the dwelling and the road front boundary is completed within 3 months after first residential occupation of the dwelling in accordance with plans approved by MFKP; and
- (iv) the dwelling is constructed in accordance with the requirements and recommendations set out in the Salinity Report including without limitation the recommendations set out under the heading "General Building Recommendations", and
- (v) the owner of the lot burdened has complied with the positive covenant listed fourthly in this instrument

(c) In this restriction:

**Authority** means any government, government department, semi-governmental or jurisdictional body or person exercising statutory powers; and

**Design Guidelines** means the standards prescribed from time to time by MFKP regarding and regulating the minimum requirements for the construction of a residential dwelling on the burdened lot and ancillary landscaping work standards, and

**Estate** means the Mulgoa Rise Estate (being all of the land formerly contained in Lot 2 DP 1150906), and



.....  
Authorised Person  
Penrith City Council

**Plan:**

**DP1191166**

Plan of Subdivision of Lot 166 DP1159121

covered by Subdivision Certificate No. CC 074/14 17/9/14

**Full name and address  
of the owner of the land:**

**Mulpha Norwest Pty Limited**

ACN 000 004 633

Level 5

99 Macquarie Street

SYDNEY NSW 2000

(Sheet 6 of 13 Sheets)

**Part 2 (Terms)**

**MFKP** means Mulpha Norwest Pty Limited ACN 000 004 633, and

**Salinity Report** means Geotechnique Pty Ltd's Salinity Management Plan dated 23 October 2008 (report number 11807/3).

**3. Terms of Restriction on the Use of Land thirdly referred to in the abovementioned plan**

(a) A burdened lot owner must not:

(i) make or allow to be made any alteration, addition or modification to any structural parts of any dwelling constructed upon the lot burdened without first obtaining written consent for the alterations, additions or modifications from MFKP. MFKP will not unreasonably withhold its consent under this subclause if:

(A) the plans, elevations, schedule of materials, colours and finishes for the proposed alteration, addition or modification conform with the Design Guidelines, and

(B) the design has a distinctiveness which contributes positively to the overall impression of the Estate,

(ii) subdivide a burdened lot for the purpose of erecting another or more dwellings or creating a second or multiple parcels of land and no further dwellings may be erected on any lot burdened without the written consent of MFKP. MFKP may withhold its consent under this subclause in its sole discretion.(b) In this restriction:

**Design Guidelines** means the standards prescribed from time to time by MFKP regarding and regulating the minimum requirements for the construction of a residential dwelling on the burdened lot and ancillary landscaping work standards, and

**Part 2 (Terms)**



Authorised Person  
Penrith City Council

ePlan

**Plan:**

**DP1191166**

Plan of Subdivision of Lot 166 DP1159121

covered by Subdivision Certificate No. *CC 074/14* 17/9/14

**Full name and address  
of the owner of the land:**

**Mulpha Norwest Pty Limited**

ACN 000 004 633

Level 5

99 Macquarie Street

SYDNEY NSW 2000

(Sheet 7 of 13 Sheets)

**Estate** means the Mulgoa Rise Estate (being all of the land formerly contained in Lot 2 DP 1150906), and

**MFKP** means Mulpha Norwest Pty Limited ACN 000 004 633.

**4. Terms of Positive Covenant fourthly referred to in the abovementioned plan**

(a) Each burdened lot owner must:

(i) ensure that the implementation of all earthworks and construction on the burdened lot occurs in accordance with the requirements and recommendations of the Salinity Report, and

(ii) submit to the PCA a Certificate of Compliance for the completed earthworks and construction works.

(b) In this positive covenant:

**Certificate of Compliance** means a certificate issued by the Principal Certifying Authority certifying that the works specified in clause 4(a) have been conducted in accordance with the requirements of the Salinity Report, and

**PCA** means a principal certifying authority under s109E of the Environmental Planning and Assessment Act 1979 (NSW), and

**Salinity Report** means Geotechnique Pty Ltd's Salinity Management Plan dated 23 October 2008 (report number 11807/3).

**5. Terms of Restriction on the use of Land fifthly referred to in the abovementioned plan**

The owner of the lot burdened must ensure that any dwelling constructed on the burdened lot is a detached dwelling consistent with the approved Lot Mix Plan NORGP191\_C dated 1 July, 2011 and with C1 5.6 of the Glenmore Park Stage 2 Development Control Plan (Section 6.18 of Penrith Development Control Plan 2006 as amended).



.....  
Authorised Person  
Penrith City Council

ePlan

Plan:

**DP1191166**

Plan of Subdivision of Lot 166 DP1159121

covered by Subdivision Certificate No. *CC074/14 17/9/14*

Full name and address  
of the owner of the land:

**Mulpha Norwest Pty Limited**

ACN 000 004 633

Level 5

99 Macquarie Street

SYDNEY NSW 2000

(Sheet 8 of 13 Sheets)

**Part 2 (Terms)**

**6. Terms of Restriction on the use of Land sixthly referred to in the abovementioned plan**

No building shall be constructed or allowed to remain on the lots hereby burdened unless the maximum height of the building (measured to the highest point of the roof) is less than reduced level 90

**7. Terms of Positive Covenant seventhly referred to in the abovementioned plan**

The owner of the lot burdened must ensure that any dwelling constructed on the burdened lot has been designed and constructed in accordance with the requirements and recommendations of the Bushfire Report prepared by Eco Logical Australia Pty Ltd dated July, 2010 and AS3959.

**8. Terms of Easement for Retaining Wall Support 0.5 wide (E3) <sup>and eleventhly</sup> ninthly referred to in the abovementioned plan**

8.1 The owner of the lot burdened must not:

- (a) interfere with the retaining wall or the support it offers, or
- (b) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the retaining wall.

8.2 If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or impairs its effectiveness or fails to do something which results in damage to the retaining wall or the impairment of its effectiveness, the owner of the lot benefited may serve a notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed within 14 days.



.....  
Authorised Person  
Penrith City Council

ePlan

Plan:

**DP1191166**

Plan of Subdivision of Lot 166 DP1159121

covered by Subdivision Certificate No. *CC074/14 17/9/14*

Full name and address  
of the owner of the land:

**Mulpha Norwest Pty Limited**

ACN 000 004 633

Level 5

99 Macquarie Street

SYDNEY NSW 2000

(Sheet 9 of 13 Sheets)

**Part 2 (Terms)**

8.3 If the owner of the lot burdened does not comply with the notice set out in clause 9.2 within 14 days, the owner of the lot benefited may:

- (a) enter the lot burdened and repair the damage or remove the impairment, and
- (b) recover its reasonable costs from the owner of the lot burdened.

8.4 In exercising those powers, the owner of the lot benefited must:

- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

**9. Terms of Positive Covenant tenthly referred to in the abovementioned plan**

The owners of the lots burdened covenant with Penrith City Council (**Council**) to maintain and repair the retaining wall on the burdened lots in accordance with the following terms and conditions:

- (a) Each owner of a lot burdened will, at their cost, maintain and repair and keep the retaining wall maintained and repaired, so that the retaining wall functions in a safe and effective manner as determined by Council.



Authorised Person  
Penrith City Council

ePlan

Plan:

**DP1191166**

Full name and address  
of the owner of the land:

Plan of Subdivision of Lot 166 DP1159121

covered by Subdivision Certificate No. CC074/14 17/9/14

**Mulpha Norwest Pty Limited**

ACN 000 004 633

Level 5

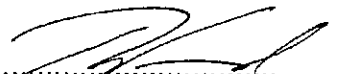
99 Macquarie Street

SYDNEY NSW 2000

(Sheet 10 of 13 Sheets)

**Part 2 (Terms)**

- (b) For the purpose of ensuring compliance with this covenant, Council may by its servants or agents at any reasonable time and upon giving an owner of a burdened lot not less than 2 days' notice (but at any time without notice in the case of an emergency), enter the land and view the state of construction, maintenance or repair of the retaining wall on the burdened lot and any works on the burdened lot.
- (c) By written notice Council may require each owner of a burdened lot to attend to any matter or carry out any work within such time as Council may require to ensure the proper and efficient performance of the retaining wall on that owner's burdened lot.
- (d) Section 88F(2)(a) of the Act will apply to any works performed under clause 4(c).
- (e) Pursuant to section 88F(3) of the Act, Council has the following additional powers:
  - (i) In the event that an owner of a burdened lot fails to comply with the terms of any written notice issued by Council as set out in (c) above, Council or its authorised agents may enter that burdened lot with all necessary equipment and carry out any work which Council in its discretion considers reasonable;
  - (ii) Council may recover from each owner of a burdened lot:



Authorised Person  
Penrith City Council

ePlan

**Plan:**  
**DP1191166**

Plan of Subdivision of Lot 166 DP1159121  
covered by Subdivision Certificate No. CC 074/14 17/9/14


**Full name and address  
of the owner of the land:**

**Mulpha Norwest Pty Limited**  
ACN 000 004 633  
Level 5  
99 Macquarie Street  
SYDNEY NSW 2000

(Sheet 11 of 13 Sheets)

**Part 2 (Terms)**

1. any expense reasonably incurred by Council in exercising its powers under clause 10(e)(i) in respect of that owner's lot. For the purposes of this clause 10(e)(ii)(1) such expense will include, without limitation:
    - i. reasonable wages for Council's employees engaged in effecting, supervising and administering the works ; and
    - ii. any costs reasonably incurred by Council in connection with the works.
  2. legal costs on an indemnity basis for issuing any notice and for recovering any cost or expense (including any cost associated with registering a covenant charge on the relevant burdened lot pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act).
- (f) This covenant shall bind all persons who claim under the owners of the lots burdened as stipulated in Section 88E(5) of the Act.
- (g) For the purposes of this positive covenant "the Act" means the *Conveyancing Act 1919 (NSW)* (as amended from time to time).



Authorised Person  
Penrith City Council

ePlan

**Plan:**  
**DP1191166**

Plan of Subdivision of Lot 166 DP1159121  
covered by Subdivision Certificate No. CC 074/14 17/9/14

**Full name and address  
of the owner of the land:**

**Mulpha Norwest Pty Limited**  
ACN 000 004 633  
Level 5  
99 Macquarie Street  
SYDNEY NSW 2000

(Sheet 12 of 13 Sheets)

**Name of Authority empowered to release, vary or modify easement, restriction and positive covenant fourthly, fifthly, sixthly, seventhly, eighthly and tently referred to in the abovementioned plan**

Penrith City Council.

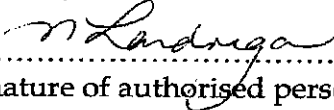
**Name of Authority empowered to release, vary or modify restriction firstly, secondly and thirdly referred to in the abovementioned plan**


MFKP for such period as it is the registered proprietor of any land in the plan or for the period of five years from the date of registration of the plan, whichever is the longer.

Executed on behalf of the Corporation named below  
by the authorised persons whose signatures appear  
below pursuant to the authority specified.

Corporation: Mulpha Norwest Pty Limited ACN 000 004 633

Authority: Section 127 Corporations Act 2001

  
.....  
Signature of authorised person:

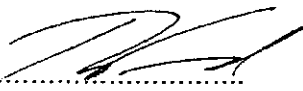
  
.....  
Signature of authorised person:

**Narelle Maree Landrigan**  
.....  
Name of authorised person:  
Office held: ~~Director~~ / Secretary

**WINSON CHOW**  
.....  
Name of authorised person:  
Office held: Director

**L5, 99 MACQUARIE ST**  
.....  
**SYDNEY NSW 2000**  
.....  
Address of authorised person:

**L5, 99 MACQUARIE ST**  
.....  
**SYDNEY NSW 2000**  
.....  
Address of authorised person:

  
.....  
Authorised Person  
Penrith City Council

ePlan

Plan:

**DP1191166**

Plan of Subdivision of Lot 166 DP1159121

covered by Subdivision Certificate No. *CC 074/14 17/9/14*

Full name and address  
of the owner of the land:

**Mulpha Norwest Pty Limited**

ACN 000 004 633

Level 5

99 Macquarie Street

SYDNEY NSW 2000

(Sheet 13 of 13 Sheets)

Westpac Banking Corporation ABN 33 007 457 141 being the  
Mortgagee under Mortgage number *AG 8464980*..... hereby  
Consents to this Plan/Instrument  
Executed by its Tier *3*... Attorney *STEPHANIE DENNYSON*....  
Under Power of Attorney No *BOOK 4299 NO 332*  
this *22*..... Day of *SEPTEMBER 2014*.....

*Dennyson*

(By executing this instrument the Attorney states that the Attorney has  
received no notice of the revocation of the Power of Attorney)

*Kristian*

(Signature of Witness)

*KRISTIAN STAVROPOULOS*

(Name of Witness)

*LS, 99 MACQUARIE ST SYDNEY NSW 2000*

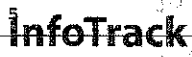
(Address of Witness)

*[Handwritten Signature]*

Authorised Person  
Penrith City Council

Ref: B15072-5C3  
DP1191166

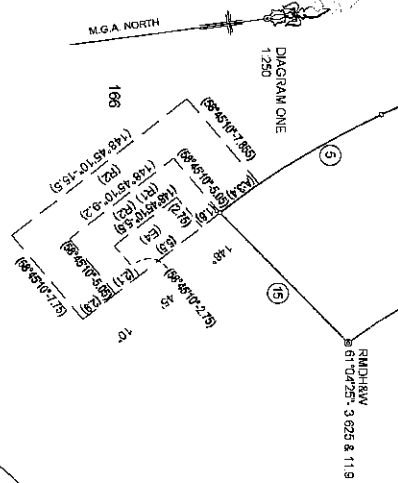
REGISTERED  24.10.2014



PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 1 of 2 sheets



**SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 61(2)**

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	RED. LEVEL	CLASS	ORDER
SM135694	256 726 863	6 257 708 645	C	3	SCANS	56.56	D	4
SM135697	256 612 898	6 257 773 970	C	3	SCANS	51.86	D	4
SM18001	256 197 964	6 256 886 089	C	4				
SM18003	256 824 622	6 256 826 731	C	4				
SM18005	256 899 229	6 256 971 670	C	4				
SM18008	256 922 383	6 257 026 998	C	4				
SM18019	256 972 22	6 256 837 79	C	NA	CADASTRAL			
SM18031	256 807 73	6 256 817 81	C	NA	TRAVERSE			
SM18033	256 950 00	6 256 908 46	C	NA				
SM18077	256 875 71	6 256 866 96	C	NA				
SM18509	256 026 56	6 256 941 16	C	NA				
SM18508	256 098 63	6 256 876 95	C	NA				
SM18572	256 821 13	6 256 756 86	C	NA				

**M.G.A. COORDINATES (ZONE 56)**

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	RED. LEVEL	CLASS	ORDER
SM135694	256 726 863	6 257 708 645	C	3	SCANS	56.56	D	4
SM135697	256 612 898	6 257 773 970	C	3	SCANS	51.86	D	4

COMBINED SEA LEVEL AND SCALE FACTOR 1.000151

SOURCE M.G.A. COORDINATES ADOPTED FOR ESTABLISHED MARKS FROM S.I.M.S. JUNE 2014

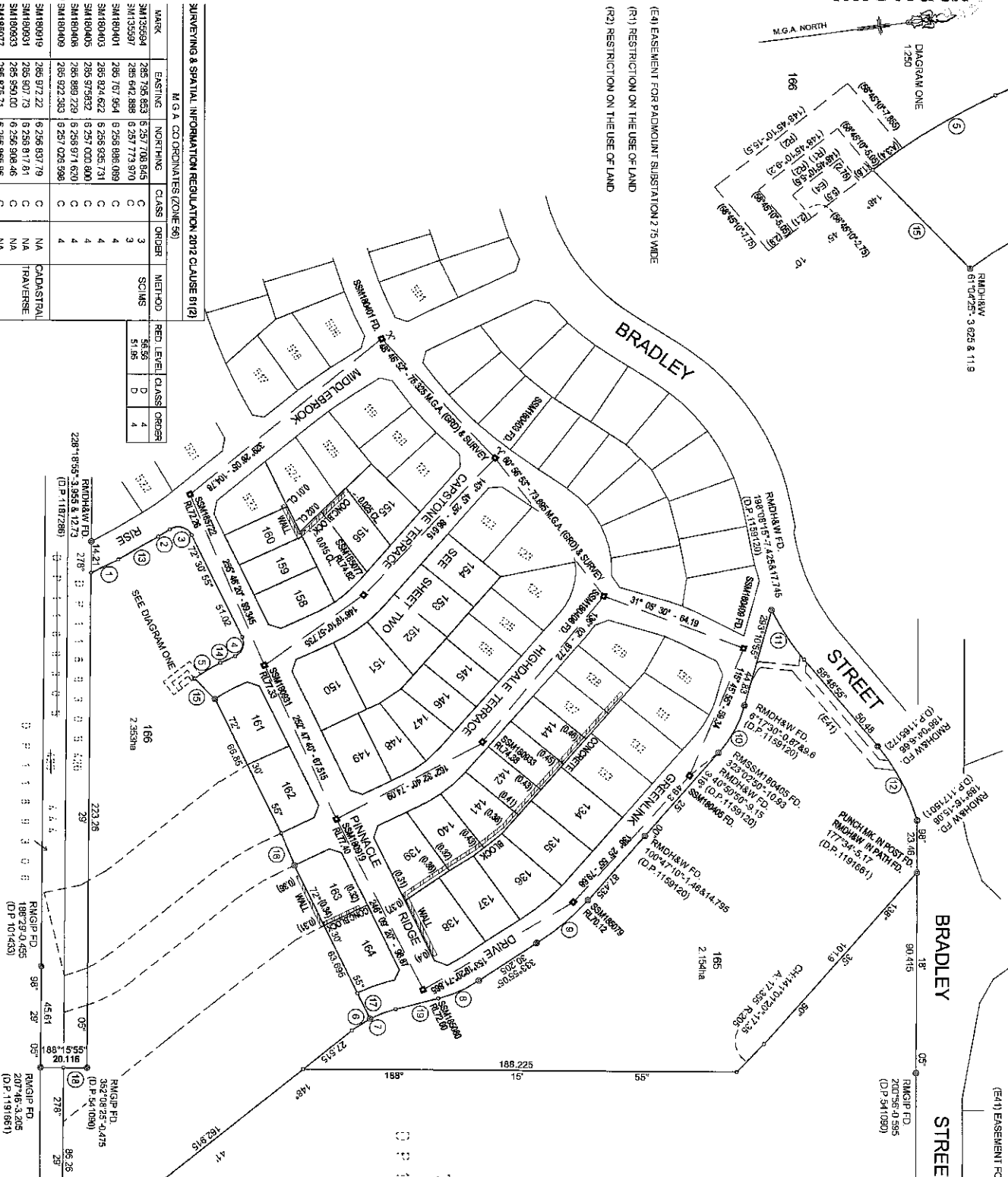
Surveyor: IAN VANDER MEYERS  
 PH: 47219283 email: ivm@mcnamarasurveyors.com.au  
 Date of Survey: 16th June, 2014  
 Surveyor's Reference: 190755CZ

PLAN OF SUBDIVISION OF LOT 528 D.P. 1187286 AND EASEMENT OVER LOT 523 D.P. 1187286

LGA: PENRITH  
 Locality: GLENMORE PARK  
 Subdivision No.: 06414  
 Lengths are in metres. Reduction Ratio 1:1200

Registered  
 29.9.2014

D.P. 1159121



**SCHEDULE OF CURVED BOUNDARIES**

No	Bearing	Chord	Arc	Radius
1	340°48'15"	13.145	99.475	101
2	335°04'50"	6.05	11.25	6.5
3	22°56'15"	9.695	10.21	6.5
4	117°30'55"	9.19	13.21	5.5
5	155°38'00"	13.18	9.545	50
6	154°09'55"	9.535	21.54	50
7	341°01'55"	21.375	19.57	55
8	343°10'45"	19.47	24.225	55
9	326°54'15"	29.52	26.44	100
10	305°47'55"	24.03	26.44	108.8
11	65°42'55"	26.375	37.88	90.2
12	70°50'45"	37.6		

**SCHEDULE OF LINES**

No	Bearing	Distance
13	337°00'40"	20.24
14	162°30'55"	7.2
15	54°28'25"	12.845
16	78°10'45"	15.645
17	72°30'55"	12.815
18	8°15'55"	10.088
19	353°22'25"	19.085

(E&M) EASEMENT FOR WATER SUPPLY PURPOSES 2.5, 3 & 4 WIDE (D.P. 1159120)



**SCHEDULE OF LINES**

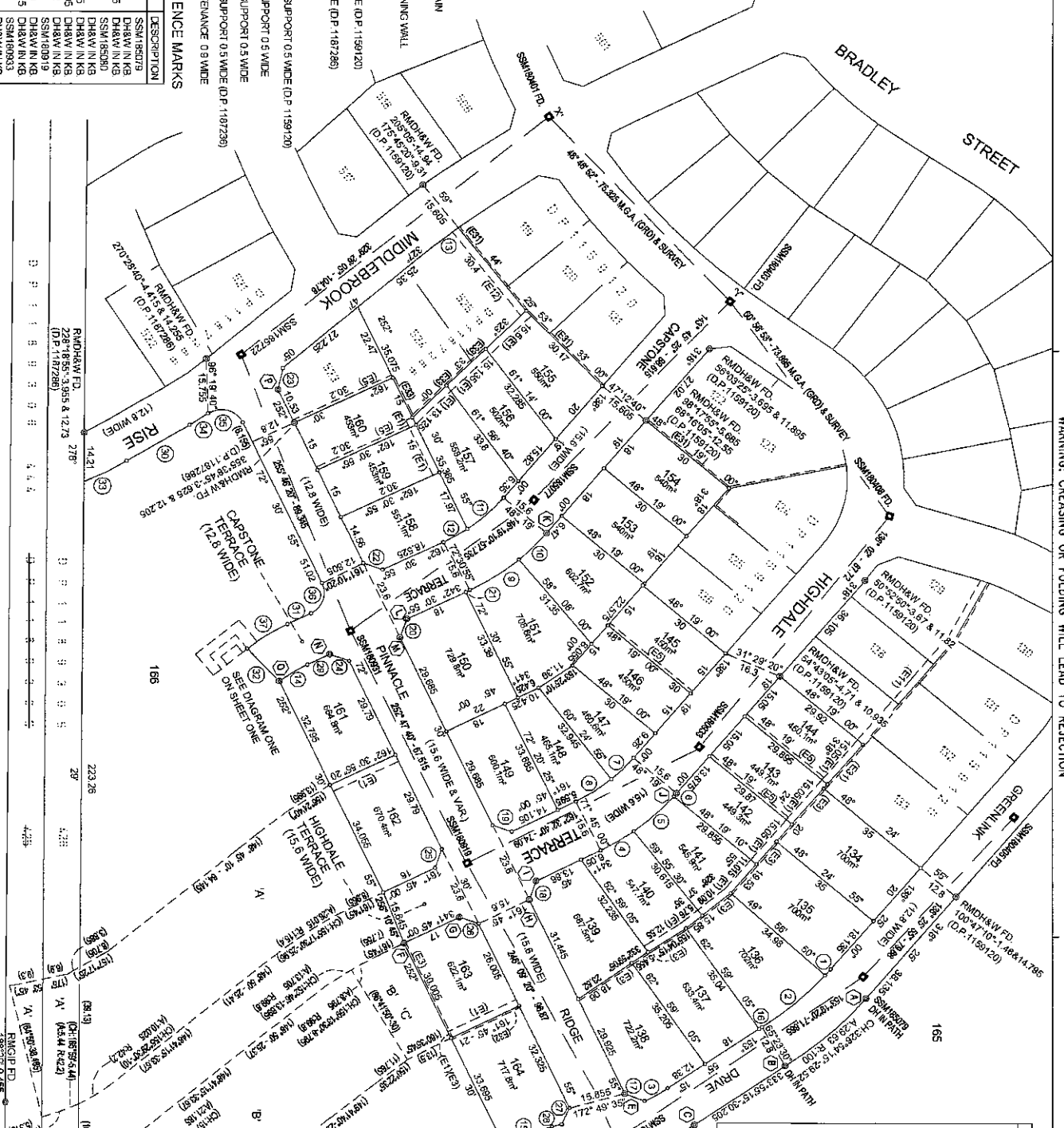
No	Bearing	Distance
16	153°55'20"	0.36
17	209°09'30"	5.815
18	287°07'55"	5.693
19	207°07'55"	5.62
20	287°30'55"	5.655
21	342°30'55"	0.525
22	207°30'55"	5.655
23	290°09'00"	6.335
24	27°30'55"	5.655
25	117°07'55"	5.665
26	27°07'55"	5.62
27	122°56'40"	5.095
28	173°22'25"	2.775
29	342°30'55"	6.9
30	337°00'40"	20.24
31	182°30'55"	7.2
32	54°28'25"	12.845

Y & Z, BENEFITED BY EASEMENT TO DRAIN WATER 2 WIDE (E1)  
 BENEFITED BY EASEMENT FOR RETAINING WALL SUPPORT 0.5 WIDE (E3)  
 SUPPORT 0.5 WIDE (E3)

- E11) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1159120)
- E12) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1187286)
- E1) EASEMENT TO DRAIN WATER 2 WIDE
- E31) EASEMENT FOR RETAINING WALL SUPPORT 0.5 WIDE (D.P. 1159120)
- E3) EASEMENT FOR RETAINING WALL SUPPORT 0.5 WIDE
- E31) EASEMENT FOR RETAINING WALL SUPPORT 0.5 WIDE (D.P. 1159120)
- E3) EASEMENT FOR RETAINING WALL SUPPORT 0.5 WIDE (D.P. 1187286)
- E3) EASEMENT FOR RETAINING WALL SUPPORT 0.5 WIDE (D.P. 1187286)
- E3) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE

**SCHEDULE OF REFERENCE MARKS**

No	Bearing	Distance	Description
A	334°29'40"	3.265	SSM185079
A	34°31'30"	9.41	DH&WN18
A	65°50'10"	0.805	DH&WN18
C	344°27'00"	15.885	SSM185080
C	64°10'15"	9.095	DH&WN18
C	75°53'30"	0.805	DH&WN18
D	338°28'00"	3.78	DH&WN18
E	53°35'00"	3.94	DH&WN18
E	53°35'00"	3.94	DH&WN18
H	344°10'25"	3.045	DH&WN18
I	67°42'45"	3.65	DH&WN18
J	123°19'15"	14.3	SSM185083
K	38°59'30"	12.085	DH&WN18
K	38°59'30"	12.085	DH&WN18
L	68°45'40"	3.625	DH&WN18
M	344°28'45"	3.61	DH&WN18
N	165°03'40"	6.845	DH&WN18
O	61°04'25"	3.625	DH&WN18
P	44°05'10"	16.145	SSM185122



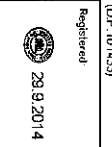
**SCHEDULE OF CURVED BOUNDARIES**

No	Bearing	Chord	Asc.	Radius
1	139°10'55"	2.33	87.2	
2	147°40'10"	23.455	67.2	
3	168°02'05"	7.49	7.14	42.2
4	357°04'10"	10.7	10.715	65.9
5	325°52'00"	14.91	14.965	85.6
6	318°48'40"	1.17	1.17	86.6
7	143°17'40"	8.88	8.89	50
8	155°00'45"	11.225	11.725	50
9	335°08'15"	16.85	16.865	65.6
10	349°02'15"	10.8	10.81	65.8
11	146°00'00"	13.37	13.41	50
12	168°06'00"	7.7	7.705	50
13	328°25'00"	10.51	10.515	184.4
14	336°17'30"	9.155	9.17	42.2
15	168°17'05"	14.39	14.42	62.8
16	158°08'15"	13.145	13.165	59.475
17	340°04'50"	6.06	6.06	101
18	335°04'50"	6.06	6.06	101
19	117°30'55"	9.885	11.25	6.5
20	117°30'55"	9.19	10.21	6.5
21	157°30'00"	13.18	13.21	55

Surveyor: Ian Vincent Myers  
 Vindex MTD/Ordn. Surveyors  
 Ph: 421 15931 email: ianmyers@vindex.com.au  
 Date of Survey: 18th June 2014.  
 Surveyor's Reference: 15072-523

PLAN OF SUBDIVISION OF  
 LOT 528 D.P. 1187286 AND  
 EASEMENT OVER LOT 523 D.P. 1187286

LGA: PENRITH  
 Locality: GLENNMORE PARK  
 Subdivision No.: 06414  
 Lengths are in metres. Reduction Ratio 1:800



**D.P. 1159121**

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheets

Registered:  29.9.2014 <span style="float: right;">Office Use Only</span>	<span style="float: right;">Office Use Only</span>  <h1 style="margin: 0;">D.P.1159121</h1>
Title System: TORRENS Purpose: SUBDIVISION	

PLAN OF SUBDIVISION OF LOT 528 D.P.1187286 AND EASEMENT OVER LOT 523 D.P.1187286	L G A: PENRITH Locality: GLENMORE PARK Parish: MULGOA County: CUMBERLAND
--	---

<p><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I, .....in approving this plan certify                  Authorised Officer                  that all necessary approvals in regard to the allocation of the                  land shown hereon have been given.</p> <p>Signature .....                  Date:.....                  File No: .....                  Office:.....</p>	<p style="text-align: center;"><b>Survey Certificate</b></p> <p>I, IAN VINCENT MYERS                  of VINCE MORGAN SURVEYORS PTY.LTD.                  Ph.47215293. email: imyers@vmsurvey.com.au                  a surveyor registered under the Surveying &amp; Spatial Information Act, 2002                  certify that:</p> <p>(a) The land shown in the plan was surveyed in accordance with the                  Surveying and Spatial Information Regulation, 2012, is accurate and                  the survey was completed on 16<sup>th</sup> June, 2014.</p> <p><del>(b) The part of the land shown in the plan being.....                  .....                  was surveyed in accordance with the Surveying and Spatial                  Information Regulation, 2012, is accurate and the survey was                  completed on ..... the part not surveyed was compiled                  in accordance with that Regulation.</del></p> <p><del>(c) The land shown in the plan was compiled in accordance with the                  Surveying and Spatial Information Regulation, 2012.</del></p>
---	--

<p style="text-align: center;"><b>Subdivision Certificate</b></p> <p style="text-align: right; margin-right: 50px;">SC14/0056</p> <p>I <u>PETER WOOD</u>.....</p> <p>*Authorised Person/General Manager/Accredited Certifier, certify that                  the provisions of s.109J of the Environmental Planning and                  Assessment Act, 1979 have been satisfied in relation to the proposed                  subdivision, new road or reserve set out herein</p> <p>Signature: </p> <p>Accreditation No. ....                  Consent Authority <u>PENRITH CITY COUNCIL</u>.....                  Date of endorsement <u>4/8/14</u>.....                  Subdivision Certificate No. <u>064/14</u>.....                  File No. <u>DA 10/0672</u>.....</p> <p>* strike through if inapplicable</p>	<p>Signature:  Dated: 16<sup>th</sup> June, 2014.</p> <p>Surveyor ID: 1682</p> <p>Datum Line: ('X'-'Y') SSM180401 TO SSM180403</p> <p>Type: URBAN</p> <p>The terrain is level-undulating</p>
---	--

Statements of intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE THE EXTENSIONS OF PINNACLE RIDGE, CAPSTONE TERRACE, HIGHDALE TERRACE, GREENLINK DRIVE AND THE SPLAY CORNERS TO THE PUBLIC AS PUBLIC ROAD.	Plans used:- D.P.1187286
---	-----------------------------

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	SURVEYOR'S REFERENCE: 15072-5C2
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PLAN FORM 6A (2012)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheets

Registered:  29.9.2014

Office Use Only

Office Use Only

**D.P.1159121**

PLAN OF SUBDIVISION OF  
LOT 528 D.P.1187286 AND  
EASEMENT OVER LOT 523 D.P.1187286

This sheet is for the provision of the following information as required:

A schedule of lots and addresses – See 60(c) SSI Regulation 2012  
Statements of intention to create and release affecting interests in  
accordance with section 88B Conveyancing Act, 1919.

Signatures and seals – See 195D Conveyancing Act, 1919.

Any information which cannot fit in the appropriate panel  
of sheet 1 of the Administration sheets.

Subdivision Certificate No.: 064/14

Date of Endorsement: 04/08/14

PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919 IT  
IS INTENDED TO CREATE:-

1. RESTRICTION ON THE USE OF LAND
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. POSITIVE COVENANT
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. POSITIVE COVENANT
8. EASEMENT TO DRAIN WATER 2 WIDE (E1)
9. EASEMENT FOR RETAINING WALL SUPPORT 0.5 WIDE (E3)
10. POSITIVE COVENANT
11. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E4)
12. RESTRICTION ON THE USE OF LAND (R1)
13. RESTRICTION ON THE USE OF LAND (R2)
14. EASEMENT FOR RETAINING WALL SUPPORT 0.5 WIDE (E32)
15. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (E5)

STREET ADDRESSES NOT AVAILABLE

SURVEYOR'S REFERENCE: 15072-5C2

PLAN FORM 6A (2012)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheets

Registered:



29.9.2014

Office Use Only

Office Use Only

D.P.1159121

PLAN OF SUBDIVISION OF  
LOT 528 D.P.1187286 AND  
EASEMENT OVER LOT 523 D.P.1187286

This sheet is for the provision of the following information as required:

A schedule of lots and addresses - See 60(c) SSI Regulation 2012  
Statements of intention to create and release affecting interests in  
accordance with section 88B Conveyancing Act, 1919.

Signatures and seals - See 195D Conveyancing Act, 1919.

Any information which cannot fit in the appropriate panel  
of sheet 1 of the Administration sheets.

Subdivision Certificate No.: 064/14

Date of Endorsement: 4/8/14

Westpac Banking Corporation ABN 33 007 457 141 being the  
Mortgagee under Mortgage number ~~AL6846198~~ hereby  
Consents to this Plan/Instrument  
Executed by its Tier 3 Attorney John Kenny  
Under Power of Attorney No. 171161 Book 4299 fo 332.

(by executing this instrument the Attorney states that the Attorney  
has received no notice of revocation of the Power of Attorney)

Signature of Witness

KRISTIAN STAVROPOULOS

Name of Witness

LS, 99 MACQUARIE ST SYDNEY NSW 2000

Address of Witness

Executed on behalf of the Corporation named  
below by the authorised persons whose signatures  
appear below pursuant to the authority specified.

Corporation: Mulpha Norwest Pty Limited ACN 000 004 633

Authority: Section 127 Corporations Act, 2001

Signature of authorised person

Winson Chow

Name of authorised person

Office held: Director/Secretary

Signature of authorised person

Narelle Maree Landrigan

Name of authorised person

Office held: Director/Secretary

SURVEYOR'S REFERENCE: 15072-5C2

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

**Plan:**

**DP1159121**

Plan of Subdivision of Lot 528 DP1187286  
 and Easement over Lot 523 DP1187286  
 covered by Subdivision Certificate No. Cc064/14 4/8/14

**Full name and address  
 of the owner of the land:**

**Mulpha Norwest Pty Limited**  
 ACN 000 004 633  
 Level 5  
 99 Macquarie Street  
 SYDNEY NSW 2000

(Sheet 1 of 18 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1.	Restriction on the Use of Land	each lot except 165 & 166	every other lot except 165 & 166
2.	Restriction on the Use of Land	each lot except 165 & 166	every other lot except 165 & 166
3.	Restriction on the Use of Land	each lot except 165 & 166	every other lot except 165 & 166
4.	Positive Covenant	134-164 incl.	Penrith City Council
5.	Restriction on the Use of Land	134-164 incl.	Penrith City Council
6.	Restriction on the Use of Land	134-164 incl.	Penrith City Council
7.	Positive Covenant	134-147 incl., 162-164 incl.	Penrith City Council

.....  
  
 Authorised Person  
 Penrith City Council

ePlan

Plan:  
**DP1159121**

Plan of Subdivision of Lot 528 DP1187286  
 and Easement over Lot 523 DP1187286  
 covered by Subdivision Certificate No. *CC064/14 4/8/14*

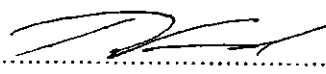
Full name and address  
 of the owner of the land:

**Mulpha Norwest Pty Limited**  
 ACN 000 004 633  
 Level 5  
 99 Macquarie Street  
 SYDNEY NSW 2000

(Sheet 2 of 18 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
8.	Easement to Drain Water 2 wide (E1)	140 141 142 143 144 159 160 157 156 155 <del>161</del> 162  163	139 139 & 140 139-141 incl. 139-142 incl. 139-143 incl. 158 158 & 159 158-160 incl. 157-160 incl. 156-160 incl. area 'A' within:- 166, <i>444/1189306</i> 426/1189305 area 'B' within:- 166 & 426/1189305
9.	Easement for Retaining Wall Support 0.5 wide (E3)	134 135 136 137 138 163	142 & 143 141 & 142 140 & 141 139 & 140 139 area 'C' within 166
10.	Positive Covenant	139-144 incl., 154-157 incl., 160 & 163	Penrith City Council

  
 .....  
 Authorised Person  
 Penrith City Council

ePlan

**Plan:**

**DP1159121**

Plan of Subdivision of Lot 528 DP1187286

and Easement over Lot 523 DP1187286

covered by Subdivision Certificate No. CC 064/14 4/8/14

**Full name and address  
of the owner of the land:**

**Mulpha Norwest Pty Limited**

ACN 000 004 633

Level 5

99 Macquarie Street

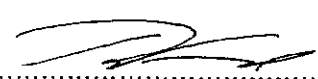
SYDNEY NSW 2000

(Sheet 3 of 18 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
11.	Easement for Padmount Substation 2.75 wide (E4)	166	Endeavour Energy
12.	Restriction on the use of Land (R1)	Pt.166 designated (R1)	Endeavour Energy
13.	Restriction on the use of Land (R2)	Pt.166 designated (R2)	Endeavour Energy
14.	Easement for Retaining Wall Support 0.5 wide (E32)	164	163
15.	Easement for Access and Maintenance 0.9 wide (E5)	143 144 145 160 523/1187286	142 143 146 159 160

Ref: B15072-5C2  
DP1159121

  
 .....  
 Authorised Person  
 Penrith City Council

ePlan

**Plan:**

**DP1159121**

Plan of Subdivision of Lot 528 DP1187286  
and Easement over Lot 523 DP1187286  
covered by Subdivision Certificate No. C2064/14 4/11/14

**Full name and address  
of the owner of the land:**

**Mulpha Norwest Pty Limited**  
ACN 000 004 633  
Level 5  
99 Macquarie Street  
SYDNEY NSW 2000

(Sheet 4 of 18 Sheets)

**Part 2 (Terms)**

**1. Terms of Restriction on the Use of Land firstly referred to in the abovementioned plan**

- (a) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by MFKP without the consent of MFKP but such consent shall not be withheld if such fence is erected without expense to MFKP provided that this restriction shall remain in force only during such time as MFKP is the registered proprietor of any land in the plan or any land immediately adjoining the land in the plan whichever is the later, and
- (b) In this restriction **MFKP** means Mulpha Norwest Pty Limited ACN 000 004 633.

**2. Terms of Restriction on the Use of Land secondly referred to in the abovementioned plan**

A dwelling must not be:

- (a) erected or permitted to remain erected on any lot burdened, and
- (b) occupied for residential purposes, unless:
  - (i) the dwelling and the landscaping and fencing on the burdened lot is designed and constructed in accordance with the requirements of the Design Guidelines and the requirements of any Authority, and
  - (ii) MFKP has given its prior written consent to the plans and specifications for the dwelling, landscaping or fencing. MFKP will not unreasonably withhold its consent under this subclause if:

  
.....  
Authorised Person  
Penrith City Council

Plan:

**DP1159121**

ePlan

Plan of Subdivision of Lot 528 DP1187286  
and Easement over Lot 523 DP1187286  
covered by Subdivision Certificate No. CC064/14 4/16/14

Full name and address  
of the owner of the land:

**Mulpha Norwest Pty Limited**  
ACN 000 004 633  
Level 5  
99 Macquarie Street  
SYDNEY NSW 2000

(Sheet 5 of 18 Sheets)

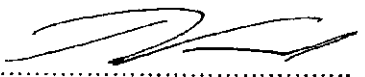
**Part 2 (Terms)**

- (A) the plans, elevations, schedule of materials, colours and finishes for the proposed dwelling or other structure conform with the Design Guidelines, and
  - (B) the design has a distinctiveness which contributes positively to the overall impression of the Estate,
  - (iii) the landscaping of the area between the front of the dwelling and the road front boundary is completed within 3 months after first residential occupation of the dwelling in accordance with plans approved by MFKP; and
  - (iv) the dwelling is constructed in accordance with the requirements and recommendations set out in the Salinity Report including without limitation the recommendations set out under the heading "General Building Recommendations", and
  - (v) the owner of the lot burdened has complied with the positive covenant listed fourthly in this instrument
- (c) In this restriction:

**Authority** means any government, government department, semi-governmental or jurisdictional body or person exercising statutory powers; and

**Design Guidelines** means the standards prescribed from time to time by MFKP regarding and regulating the minimum requirements for the construction of a residential dwelling on the burdened lot and ancillary landscaping work standards, and

**Estate** means the Mulgoa Rise Estate (being all of the land formerly contained in Lot 2 DP 1150906), and

  
.....  
Authorised Person  
Penrith City Council

Plan:

**DP1159121**

ePlan

Plan of Subdivision of Lot 528 DP1187286  
and Easement over Lot 523 DP1187286  
covered by Subdivision Certificate No. *CC064/14 4/2/14*

Full name and address  
of the owner of the land:

**Mulpha Norwest Pty Limited**  
ACN 000 004 633  
Level 5  
99 Macquarie Street  
SYDNEY NSW 2000

(Sheet 6 of 18 Sheets)

**Part 2 (Terms)**

**MFKP** means Mulpha Norwest Pty Limited ACN 000 004 633, and

**Salinity Report** means Geotechnique Pty Ltd's Salinity Management Plan dated 23 October 2008 (report number 11807/3).

**3. Terms of Restriction on the Use of Land thirdly referred to in the abovementioned plan**

(a) A burdened lot owner must not:

(i) make or allow to be made any alteration, addition or modification to any structural parts of any dwelling constructed upon the lot burdened without first obtaining written consent for the alterations, additions or modifications from MFKP. MFKP will not unreasonably withhold its consent under this subclause if:

(A) the plans, elevations, schedule of materials, colours and finishes for the proposed alteration, addition or modification conform with the Design Guidelines, and

(B) the design has a distinctiveness which contributes positively to the overall impression of the Estate,

(ii) subdivide a burdened lot for the purpose of erecting another or more dwellings or creating a second or multiple parcels of land and no further dwellings may be erected on any lot burdened without the written consent of MFKP. MFKP may withhold its consent under this subclause in its sole discretion.

(b) In this restriction:

**Design Guidelines** means the standards prescribed from time to time by MFKP regarding and regulating the minimum requirements for the construction of a

  
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Authorised Person  
Penrith City Council

ePlan

Plan:

**DP1159121**

Plan of Subdivision of Lot 528 DP1187286  
and Easement over Lot 523 DP1187286  
covered by Subdivision Certificate No. CC 2064/14 4/14

Full name and address  
of the owner of the land:

**Mulpha Norwest Pty Limited**  
ACN 000 004 633  
Level 5  
99 Macquarie Street  
SYDNEY NSW 2000

(Sheet 7 of 18 Sheets)

**Part 2 (Terms)**

residential dwelling on the burdened lot and ancillary landscaping work standards, and

**Estate** means the Mulgoa Rise Estate (being all of the land formerly contained in Lot 2 DP 1150906), and

**MFKP** means Mulpha Norwest Pty Limited ACN 000 004 633.

**4. Terms of Positive Covenant fourthly referred to in the abovementioned plan**

(a) Each burdened lot owner must:

- (i) ensure that the implementation of all earthworks and construction on the burdened lot occurs in accordance with the requirements and recommendations of the Salinity Report, and
- (ii) submit to the PCA a Certificate of Compliance for the completed earthworks and construction works.

(b) In this positive covenant:

**Certificate of Compliance** means a certificate issued by the Principal Certifying Authority certifying that the works specified in clause 4(a) have been conducted in accordance with the requirements of the Salinity Report, and

**PCA** means a principal certifying authority under s109E of the Environmental Planning and Assessment Act 1979 (NSW), and

**Salinity Report** means Geotechnique Pty Ltd's Salinity Management Plan dated 23 October 2008 (report number 11807/3).

  
.....  
Authorised Person  
Penrith City Council

**Plan:**

**DP1159121**

ePlan

Plan of Subdivision of Lot 528 DP1187286

and Easement over Lot 523 DP1187286

covered by Subdivision Certificate No. *CC064/14 48/14*

**Full name and address  
of the owner of the land:**

**Mulpha Norwest Pty Limited**

ACN 000 004 633

Level 5

99 Macquarie Street

SYDNEY NSW 2000

(Sheet 8 of 18 Sheets)

**Part 2 (Terms)**

**5. Terms of Restriction on the use of Land fifthly referred to in the abovementioned plan**

The owner of the lot burdened must ensure that any dwelling constructed on the burdened lot is a detached dwelling consistent with the approved Lot Mix Plan NORGP191\_C dated 1 July, 2011 and with C1 5.6 of the Glenmore Park Stage 2 Development Control Plan (Section 6.18 of Penrith Development Control Plan 2006 as amended).

**6. Terms of Restriction on the use of Land sixthly referred to in the abovementioned plan**

No building shall be constructed or allowed to remain on the lots hereby burdened unless the maximum height of the building (measured to the highest point of the roof) is less than reduced level 90

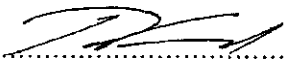
**7. Terms of Positive Covenant seventhly referred to in the abovementioned plan**

The owner of the lot burdened must ensure that any dwelling constructed on the burdened lot has been designed and constructed in accordance with the requirements and recommendations of the Bushfire Report prepared by Eco Logical Australia Pty Ltd dated July, 2010 and AS3959.

**8. Terms of Easement for Retaining Wall Support 0.5 wide (E3) ninthly and (E32) fourteenthly referred to in the abovementioned plan**

8.1 The owner of the lot burdened must not:

- (a) interfere with the retaining wall or the support it offers, or
- (b) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the retaining wall.

  
.....  
Authorised Person  
Penrith City Council

Plan:

**DP1159121**

ePlan

Plan of Subdivision of Lot 528 DP1187286

and Easement over Lot 523 DP1187286

covered by Subdivision Certificate No. *CC064114* *4/8/14*

Full name and address  
of the owner of the land:

**Mulpha Norwest Pty Limited**

ACN 000 004 633

Level 5

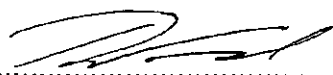
99 Macquarie Street

SYDNEY NSW 2000

(Sheet 9 of 18 Sheets)

### Part 2 (Terms)

- 8.2 If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or impairs its effectiveness or fails to do something which results in damage to the retaining wall or the impairment of its effectiveness, the owner of the lot benefited may serve a notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed within 14 days.
- 8.3 If the owner of the lot burdened does not comply with the notice set out in clause 9.2 within 14 days, the owner of the lot benefited may:
- (a) enter the lot burdened and repair the damage or remove the impairment, and
  - (b) recover its reasonable costs from the owner of the lot burdened.
- 8.4 In exercising those powers, the owner of the lot benefited must:
- (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.

  
.....  
Authorised Person  
Penrith City Council

Plan:

**DP1159121**

ePlan  
Plan of Subdivision of Lot 528 DP1187286  
and Easement over Lot 523 DP1187286  
covered by Subdivision Certificate No. *CC 064/14 4/8/14*

Full name and address  
of the owner of the land:

**Mulpha Norwest Pty Limited**  
ACN 000 004 633  
Level 5  
99 Macquarie Street  
SYDNEY NSW 2000

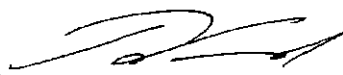
(Sheet 10 of 18 Sheets)

**Part 2 (Terms)**

**9. Terms of Positive Covenant tenthly referred to in the abovementioned plan**

The owners of the lots burdened covenant with Penrith City Council (**Council**) to maintain and repair the retaining wall on the burdened lots in accordance with the following terms and conditions:

- (a) Each owner of a lot burdened will, at their cost, maintain and repair and keep the retaining wall maintained and repaired, so that the retaining wall functions in a safe and effective manner as determined by Council.
- (b) For the purpose of ensuring compliance with this covenant, Council may by its servants or agents at any reasonable time and upon giving an owner of a burdened lot not less than 2 days' notice (but at any time without notice in the case of an emergency), enter the land and view the state of construction, maintenance or repair of the retaining wall on the burdened lot and any works on the burdened lot.
- (c) By written notice Council may require each owner of a burdened lot to attend to any matter or carry out any work within such time as Council may require to ensure the proper and efficient performance of the retaining wall on that owner's burdened lot.
- (d) Section 88F(2)(a) of the Act will apply to any works performed under clause 4(c).
- (e) Pursuant to section 88F(3) of the Act, Council has the following additional powers:

  
.....  
Authorised Person  
Penrith City Council

ePlan

Plan:

**DP1159121**

Plan of Subdivision of Lot 528 DP1187286  
and Easement over Lot 523 DP1187286  
covered by Subdivision Certificate No. CC064/14 418/14

Full name and address  
of the owner of the land:

**Mulpha Norwest Pty Limited**  
ACN 000 004 633  
Level 5  
99 Macquarie Street  
SYDNEY NSW 2000

(Sheet 11 of 18 Sheets)

**Part 2 (Terms)**

- (i) In the event that an owner of a burdened lot fails to comply with the terms of any written notice issued by Council as set out in (c ) above, Council or its authorised agents may enter that burdened lot with all necessary equipment and carry out any work which Council in its discretion considers reasonable;
- (ii) Council may recover from each owner of a burdened lot:
1. any expense reasonably incurred by Council in exercising its powers under clause 10(e)(i) in respect of that owner's lot. For the purposes of this clause 10(e)(ii)(1) such expense will include, without limitation:
    - i. reasonable wages for Council's employees engaged in effecting, supervising and administering the works ; and
    - ii. any costs reasonably incurred by Council in connection with the works.
  2. legal costs on an indemnity basis for issuing any notice and for recovering any cost or expense (including any cost associated with registering a covenant charge on the relevant burdened lot pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act).
- (f) This covenant shall bind all persons who claim under the owners of the lots burdened as stipulated in Section 88E(5) of the Act.
- (g) For the purposes of this positive covenant "the Act" means the *Conveyancing Act 1919 (NSW)* (as amended from time to time).

.....  
Authorised Person  
Penrith City Council

ePlan

**Plan:**  
**DP1159121**

Plan of Subdivision of Lot 528 DP1187286  
and Easement over Lot 523 DP1187286  
covered by Subdivision Certificate No. CC 064/14 4(8/14)

**Full name and address  
of the owner of the land:**

**Mulpha Norwest Pty Limited**  
ACN 000 004 633  
Level 5  
99 Macquarie Street  
SYDNEY NSW 2000

(Sheet 12 of 18 Sheets)

**Part 2 (Terms)**

**10. Terms of Easement for Padmount Substation (E4) 2.75 wide eleventhly referred to in the abovementioned plan**

An Easement for Padmount Substation in the Terms as set out in Memorandum No. 9262886 lodged with Land and Property Information on behalf of Endeavour Energy (subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1).

**11. Terms of Restriction on the Use of Land (R1) twelfthly referred to in the abovementioned plan**

11.1 No building shall be erected or permitted to remain within the restriction site unless:

11.1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120/ fire rating and

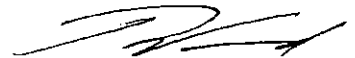
11.1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating

and the owner provides the authority benefited with an engineer's certificate to this effect.

11.2 The fire ratings mentioned in clause 11.1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

11.3 Definitions:

11.3.1 "120/120/120 fire rating" and "60/60/60 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.



.....  
Authorised Person  
Penrith City Council

ePlan

Plan:

**DP1159121**

Plan of Subdivision of Lot 528 DP1187286  
and Easement over Lot 523 DP1187286  
covered by Subdivision Certificate No. *CC064/14 4/8/14*

Full name and address  
of the owner of the land:

**Mulpha Norwest Pty Limited**  
ACN 000 004 633  
Level 5  
99 Macquarie Street  
SYDNEY NSW 2000

(Sheet 13 of 18 Sheets)

**Part 2 (Terms)**

11.3.2 "building" means a substantial structure with a roof and walls and includes any projections from the external walls.

11.3.3 "erect" includes construct, install, build and maintain

11.3.4 "restriction site" means that part of the lot burdened affected by the restriction on the use of land shown as (R1) on the plan.

**12. Terms of Restriction on the Use of Land (R2) thirteenthly referred to in the abovementioned plan**

No swimming pool or spa shall be erected or permitted to remain within the restriction site.

12.1 Definitions:

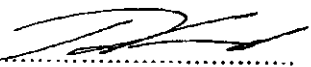
12.1.1 "erect" includes construct, install, build and maintain

12.1.2 "restriction site" means that part of the lot burdened affected by the restriction on the use of land shown as (R2) on the plan.

**13. Terms of Easement for Access & Maintenance 0.9 wide (E5) fifteenthly referred to in the abovementioned plan**

13.1 The owner of the lot benefited may:

- (a) use the easement site to assist in undertaking any works on the lot benefited including construction, repair, painting, landscaping and maintenance;

  
.....  
Authorised Person  
Penrith City Council

Plan:

**DP1159121**

ePlan

Plan of Subdivision of Lot 528 DP1187286

and Easement over Lot 523 DP1187286

covered by Subdivision Certificate No. CC 064/14 4/114

**Full name and address  
of the owner of the land:**

**Mulpha Norwest Pty Limited**

ACN 000 004 633

Level 5

99 Macquarie Street

SYDNEY NSW 2000

(Sheet 14 of 18 Sheets)

**Part 2 (Terms)**

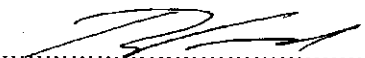
- (b) enter onto the lot burdened to inspect and survey any structure on the lot benefited; and
- (c) do anything reasonably necessary for those purposes, including:
  - entering the lot burdened;
  - taking anything on to the lot burdened; and
  - carrying out works within the site of this easement.

13.2 In exercising those powers, the owner of the lot benefited must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvements on it;
- (d) restore the lot burdened as nearly as practicable to its former condition; and
- (e) make good any collateral damage.

13.3 The owner of the lot burdened must not :-

- (a) allow any building or other structure to be erected or placed on the easement site except an eave or gutter of the main building on the lot burdened or any permanent underground services to the main building
- (b) carry out any excavation or filling greater than 500mm. Any excavation or filling shall be located and retained so as not to impact on any adjoining building, structure or property.

  
.....  
Authorised Person  
Penrith City Council

ePlan

**Plan:**  
**DP1159121**

Plan of Subdivision of Lot 528 DP1187286  
and Easement over Lot 523 DP1187286  
covered by Subdivision Certificate No. *CC06414 41814*

**Full name and address  
of the owner of the land:**

**Mulpha Norwest Pty Limited**  
ACN 000 004 633  
Level 5  
99 Macquarie Street  
SYDNEY NSW 2000

(Sheet 15 of 18 Sheets)

**Name of Authority empowered to release, vary or modify easement, restriction and positive covenant fourthly, fifthly, sixthly, seventhly, eighthly and tenthly referred to in the abovementioned plan**

Penrith City Council.

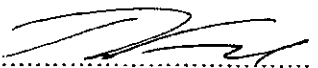
**Name of Authority empowered to release, vary or modify restriction firstly, secondly and thirdly referred to in the abovementioned plan**

MFKP for such period as it is the registered proprietor of any land in the plan or for the period of five years from the date of registration of the plan, whichever is the longer.

**Name of Authority whose consent is required to release, vary or modify Easements and Restrictions eleventhly, twelfthly and thirteenthly referred to in the abovementioned plan**

Endeavour Energy.

Ref: B15072-5C2  
DP1159121

  
.....  
Authorised Person  
Penrith City Council

ePlan

Plan:

**DP1159121**

Plan of Subdivision of Lot 528 DP1187286

and Easement over Lot 523 DP1187286

covered by Subdivision Certificate No. *CC064/14 4(8)14*

Full name and address  
of the owner of the land:

**Mulpha Norwest Pty Limited**

ACN 000 004 633

Level 5

99 Macquarie Street

SYDNEY NSW 2000

(Sheet 16 of 18 Sheets)

Executed on behalf of the Corporation named below  
by the authorised persons whose signatures appear  
below pursuant to the authority specified.

Corporation: Mulpha Norwest Pty Limited ACN 000 004 633

Authority: Section 127 Corporations Act 2001

*N Landrigan*  
.....  
Signature of authorised person:

*Winson Chow*  
.....  
Signature of authorised person:

Narelle Maree Landrigan

.....  
Name of authorised person:

Office held: ~~Director~~ / Secretary

.....Winson Chow.....

Name of authorised person:

Office held: Director

*cf- Level 5 99 Macquarie St*  
.....

*cf- Level 5, 99 Macquarie St*  
.....

*Sydney 2000*  
.....  
Address of authorised person:

*Sydney 2000*  
.....  
Address of authorised person:

*[Signature]*  
.....  
Authorised Person  
Penrith City Council

Plan:

**DP1159121**

Plan of Subdivision of Lot 528 DP1187286  
and Easement over Lot 523 DP1187286  
covered by Subdivision Certificate No. *CC 064/14 418/14*

ePlan

Full name and address  
of the owner of the land:

**Mulpha Norwest Pty Limited**  
ACN 000 004 633  
Level 5  
99 Macquarie Street  
SYDNEY NSW 2000

(Sheet 17 of 18 Sheets)

Westpac Banking Corporation ABN 33 007 457 141 being the  
Mortgagee under Mortgage number *AG 846498 Q*..... hereby  
Consents to this Plan/Instrument  
Executed by its Tier *3*... Attorney *John Kenny*.....  
Under Power of Attorney No *Book 4279 No 332* .  
this *7*..... Day of *August 2014*.....

.....  
(By executing ~~this instrument~~ the Attorney states that the Attorney has  
received no notice of the revocation of the Power of Attorney)  
.....

(Signature of Witness)

*KRISTIAN STAVROPOULOS*

(Name of Witness)

*LS 99 MACQUARIE ST SYDNEY NSW 2000*

(Address of Witness)



Authorised Person  
Penrith City Council

ePlan

Plan:  
**DP1159121**

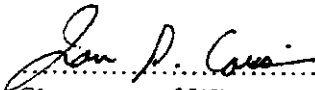
Plan of Subdivision of Lot 528 DP1187286  
and Easement over Lot 523 DP1187286  
covered by Subdivision Certificate No. **CC 064/14**

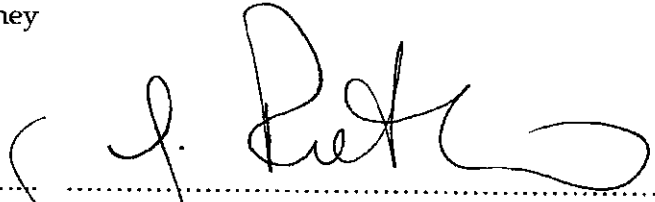
Full name and address  
of the owner of the land:

**Mulpha FKP Pty Limited**  
ACN 000 004 633  
Level 5  
99 Macquarie Street  
SYDNEY NSW 2000

(Sheet 18 of 18 Sheets)

Signed on behalf of Endeavour Energy  
ABN 59 253 130 878  
by its Attorney pursuant to Power of Attorney  
Book 4640 N<sup>o</sup> 572  
in the presence of:

  
Signature of Witness

  
Signature of Attorney  
Name: **Geoff Riethmuller**  
Position: **Network Property Mgr**

IAN STEWART COUSIN  
Name of Witness

30-6-2014  
Date of Execution

c/- Endeavour Energy  
51 Huntingwood Drive  
HUNTINGWOOD NSW 2148

URS 11865  
2010/05869/001

Ref: B15072-5C2  
DP1159121

.....  
Authorised Person  
Penrith City Council

REGISTERED  29.9.2014

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

Property No: 791117  
Your Reference: 200945-#74882105#  
Contact No.

Issue Date: 20 November 2020  
Certificate No: 20/05413

Issued to: Infotrack  
D X 578  
SYDNEY

PRECINCT 2010

**DESCRIPTION OF LAND**

**County: CUMBERLAND Parish: MULGOA**

**Location:** 43 Highdale Terrace GLENMORE PARK NSW 2745  
**Land Description:** Lot 534 DP 1191166

**- PART 1 PRESCRIBED MATTERS -**

In accordance with the provisions of Section 10.7 of the Act the following information is furnished in respect of the abovementioned land:

**1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs**

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

Penrith Local Environmental Plan 2010, published 22nd September 2010, as amended, applies to the land.

Sydney Regional Environmental Plan No.9 - Extractive Industry (No.2), gazetted 15 September 1995, as amended, applies to the local government area of Penrith.

Sydney Regional Environmental Plan No. 20 - Hawkesbury-Nepean River (No. 2 - 1997), gazetted 7 November 1997, as amended, applies to the local government area of Penrith (except land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies).

The following State environmental planning policies apply to the land (subject to the exclusions noted below):

State Environmental Planning Policy No.19 - Bushland in Urban Areas. (Note: This policy does not apply to certain land referred to in the National Parks and Wildlife Act 1974 and the Forestry Act 1916.)

State Environmental Planning Policy No.21 - Caravan Parks.

State Environmental Planning Policy No.33 - Hazardous and Offensive Development.

State Environmental Planning Policy No.50 - Canal Estate Development. (Note: This policy does not apply to the land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies.

State Environmental Planning Policy No.55 - Remediation of Land.

State Environmental Planning Policy No.64 - Advertising and Signage.

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
**Environmental Planning and Assessment Act, 1979**

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State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.  
State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).  
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (Note: This policy applies to land within New South Wales that is land zoned primarily for urban purposes or land that adjoins land zoned primarily for urban purposes, but only as detailed in clause 4, 4A and 4B of the policy.)  
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.  
State Environmental Planning Policy (State Significant Precincts) 2005.  
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.  
State Environmental Planning Policy (Infrastructure) 2007.  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.  
State Environmental Planning Policy (Affordable Rental Housing) 2009.  
State Environmental Planning Policy (State and Regional Development) 2011.  
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.  
State Environmental Planning Policy (Education Establishments and Child Care Centre Facilities) 2017.  
State Environmental Planning Policy (Primary Production and Rural Development) 2019.  
State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

***1(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act:***

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

Draft State Environmental Planning Policy (Environment) applies to the land.

Draft State Environmental Planning Policy (Remediation of Land) applies to the land.

Draft State Environmental Planning Policy (Housing Diversity) 2020 applies to the land.

Draft State Environmental Planning Policy (Cumberland Plain Conservation) applies to the land.

Draft State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 applies to the land.

***1(3) The name of each development control plan that applies to the carrying out of development on the land:***

Penrith Development Control Plan 2014 applies to the land.

## **2 ZONING AND LAND USE UNDER RELEVANT LEPS**

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

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
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*2(a)-(d) the identity of the zone; the purposes that may be carried out without development consent; the purposes that may not be carried out except with development consent; and the purposes that are prohibited within the zone. Any zone(s) applying to the land is/are listed below and/or in annexures.*

*(Note: If no zoning appears in this section see section 1(1) for zoning and land use details (under the Sydney Regional Environmental Plan or State Environmental Planning Policy that zones this property).)*

**Zone R1 General Residential  
(Penrith Local Environmental Plan 2010)**

**1 Objectives of zone**

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that a high level of residential amenity is achieved and maintained.
- To ensure that new development reflects the desired future character and dwelling densities of the area.

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Hostels; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential accommodation; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture

**4. Prohibited**

Rural worker's dwellings; Any other development not specified in item 2 or 3

**Additional information relating to Penrith Local Environmental Plan 2010**

**Note 1:** Under the terms of Clause 2.4 of Penrith Local Environmental Plan 2010 development may be carried out on unzoned land only with development consent.

**Note 2:** Under the terms of Clause 2.6 of Penrith Local Environmental Plan 2010 land may be subdivided but only with development consent, except for the exclusions detailed in the clause.

**Note 3:** Under the terms of Clause 2.7 of Penrith Local Environmental Plan 2010 the demolition of a building or work may be carried out only with development consent.

**Note 4:** A temporary use may be permitted with development consent subject to the requirements of Clause 2.8 of Penrith Local Environmental Plan 2010.

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

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**Note 5:** Under the terms of Clause 4.1A of Penrith Local Environmental Plan 2010, despite any other provision of this plan, development consent must not be granted for dual occupancy on an internal lot in Zone R2 Low Density Residential.

**Note 6:** Under the terms of Clause 5.1 of Penrith Local Environmental Plan 2010 development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

**Note 7:** Under the terms of Clause 5.3 of Penrith Local Environmental Plan 2010 development consent may be granted to development of certain land for any purpose that may be carried out in an adjoining zone.

**Note 8:** Clause 5.10 of Penrith Local Environmental Plan 2010 details when development consent is required/not required in relation to heritage conservation.

**Note 9:** Under the terms of Clause 5.11 of Penrith Local Environmental Plan 2010 bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without development consent.

**Note 10:** Under the terms of Clause 7.1 of Penrith Local Environmental Plan 2010 (PLEP 2010) development consent is required for earthworks unless the work is exempt development under PLEP 2010 or another applicable environmental planning instrument; or the work is ancillary to other development for which development consent has been given.

**Note 11:** Sex services premises and restricted premises may only be permitted subject to the requirements of Clause 7.23 of Penrith Local Environmental Plan 2010.

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

(Information is provided in this section only if any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.)

***2(f) whether the land includes or comprises critical habitat:***

(Information is provided in this section only if the land includes or comprises critical habitat.)

***2(g) whether the land is in a conservation area (however described):***

(Information is provided in this section only if the land is in a conservation area (however described).)

***2(h) whether an item of environmental heritage (however described) is situated on the land:***

(Information is provided in this section only if an item of environmental heritage (however described) is situated on the land.)

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

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

(Information is provided in this section only if the land is within any zone under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.)

**3 COMPLYING DEVELOPMENT**

***HOUSING CODE***

(The Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

***RURAL HOUSING CODE***

(The Rural Housing Code only applies if the land is within Zones RU1, RU2, RU3, RU4, RU6 or R5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Rural Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

***LOW RISE HOUSING DIVERSITY CODE***

(The Low Rise Housing Diversity Code only applies if the land is within Zones R1, R2, R3 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Low Rise Housing Diversity Code **may** be carried out on the land if the land is within one of the abovementioned zones.

***GREENFIELD HOUSING CODE***

(The Greenfield Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.)

Complying development under the Greenfield Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

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***HOUSING ALTERATIONS CODE***

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

***GENERAL DEVELOPMENT CODE***

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

***COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE***

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

***SUBDIVISIONS CODE***

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

***DEMOLITION CODE***

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

***COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE***

(The Commercial and Industrial (New Buildings and Additions) Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Commercial and Industrial (New Buildings and Alterations) Code **may** be carried out on the land if the land is within one of the abovementioned zones.

***FIRE SAFETY CODE***

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

(NOTE: (1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with particular reference to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) Penrith Local Environmental Plan 2010 (if it applies to the land) contains additional complying development not specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

**4 COASTAL PROTECTION**

The land is not affected by the operation of sections 38 or 39 of the Coastal Protection Act 1979, to the extent that council has been so notified by the Department of Public Works.

**5 MINE SUBSIDENCE**

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

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

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**6 ROAD WIDENING AND ROAD REALIGNMENT**

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

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

**7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS**

**(a) Council Policies**

The land is affected by the Asbestos Policy adopted by Council.

The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding and the item Noted below).

Note: Council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This policy, Chapter C4 of Penrith Development Control Plan 2014, is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of council's adopted policy and the application of provisions under relevant State legislation is warranted.

**(b) Other Public Authority Policies**

The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.

The land is not affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

**7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

(1) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) if such uses are permissible on the land. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

(2) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for any other purpose not referred to in (1) above. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

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**8 LAND RESERVED FOR ACQUISITION**

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

**9 CONTRIBUTIONS PLANS**

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, Sydney Regional Environmental Plan No. 30 - St Marys, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park).

The Glenmore Park Stage 2 Development Contributions Plan 2007 applies to the land.

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies to all land in the City of Penrith LGA, with the exception of land within the Lambridge Estate, WELL Precinct and Penrith City Centre that are currently subject to other development contributions plans for non-residential development.

**9A BIODIVERSITY CERTIFIED LAND**

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.)

**10 BIODIVERSITY STEWARDSHIP SITES**

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* relates.)

**10A NATIVE VEGETATION CLEARING SET ASIDES**

(Information is provided in this section only if Council has been notified of the existence of a set aside area by Local Land Services or it is registered in the public register under which section 60ZC of the *Local Land Services Act 2013* relates).

**11 BUSH FIRE PRONE LAND**

Some of the land is identified as bush fire prone land according to Council records. Guidance as to restrictions that may be placed on the land as a result of the land being bush fire prone can be obtained

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

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by contacting Council. Such advice would be subject to further requirements of the NSW Rural Fire Services.

**12 PROPERTY VEGETATION PLANS**

(Information is provided in this section only if Council has been notified that the land is land to which a property vegetation plan approved under the *Native Vegetation Act 2003* applies and continues in force.)

**13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**

(Information is provided in this section only if Council has been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.)

**14 DIRECTIONS UNDER PART 3A**

(Information is provided in this section only if there is a direction by the Minister in force under section 75P(2)(c1) of the Act (repealed on 1st October 2011) that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.)

**15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING**

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (seniors housing), of which the council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.)

**16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE**

(Information is provided in this section only if there is a valid site compatibility certificate (infrastructure), of which council is aware, in respect of proposed development on the land.)

**17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed as a condition of consent to a development application in respect of the land.)

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

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**18 PAPER SUBDIVISION INFORMATION**

(Information is provided in this section only if a development plan adopted by a relevant authority applies to the land or is proposed to be subject to a consent ballot, or a subdivision order applies to the land.)

**19 SITE VERIFICATION CERTIFICATES**

(Information is provided in this section only if there is a current site verification certificate, of which council is aware, in respect of the land.)

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

(a) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)

(b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)

(c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)

(d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)

(e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 - a copy of which has been provided to Council.)

Note: Section 10.7(5) information for this property may contain additional information regarding contamination issues.

**20 LOOSE FILL ASBESTOS INSULATION**

(Information is provided in this section only if there is a residential premises listed on the register of residential premises that contain or have contained loose-fill asbestos insulation (as required by Division 1A of Part 8 of the home Building Act 1989))

**21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS**

(Information is provided in this section only if Council is aware of any "affected building notice" and/or a "building product rectification order" in force for the land).

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

**22 STATE ENVIRONMENTAL PLANNING POLICY – WESTERN SYDNEY AEROTROPOLIS 2020**

The land may be subject to additional planning considerations under State Environmental Planning Policy (Western Sydney Aerotropolis) 2020):

	Planning Control	Affected?
(a)	Subject to an ANEF or ANEC contour of 20 or greater	No
(b)	Affected by the Lighting Intensity and Wind Shear Map	No
(c)	Affected by the Obstacle Limitation Surface Map	Yes
(d)	Affected by the “public safety area” on the Public Safety Area Map	No
(e)	Within the “3km zone” or the “13km zone” of the Wildlife Buffer Zone Map	Yes

Note: The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2000.

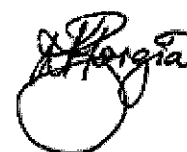
Information is provided only to the extent that Council has been notified by the relevant government departments.

Note: This is a certificate under section 10.7 of the Environmental Planning and Assessment Act, 1979 and is only provided in accordance with that section of the Act.

Further information relating to the subject property can be provided under section 10.7(5) of the Act. If such further information is required Council indicates that a full certificate under sections 10.7(2) and 10.7(5) should be applied for. Contact Council for details as to obtaining the additional information.

**Warwick Winn  
General Manager**

per



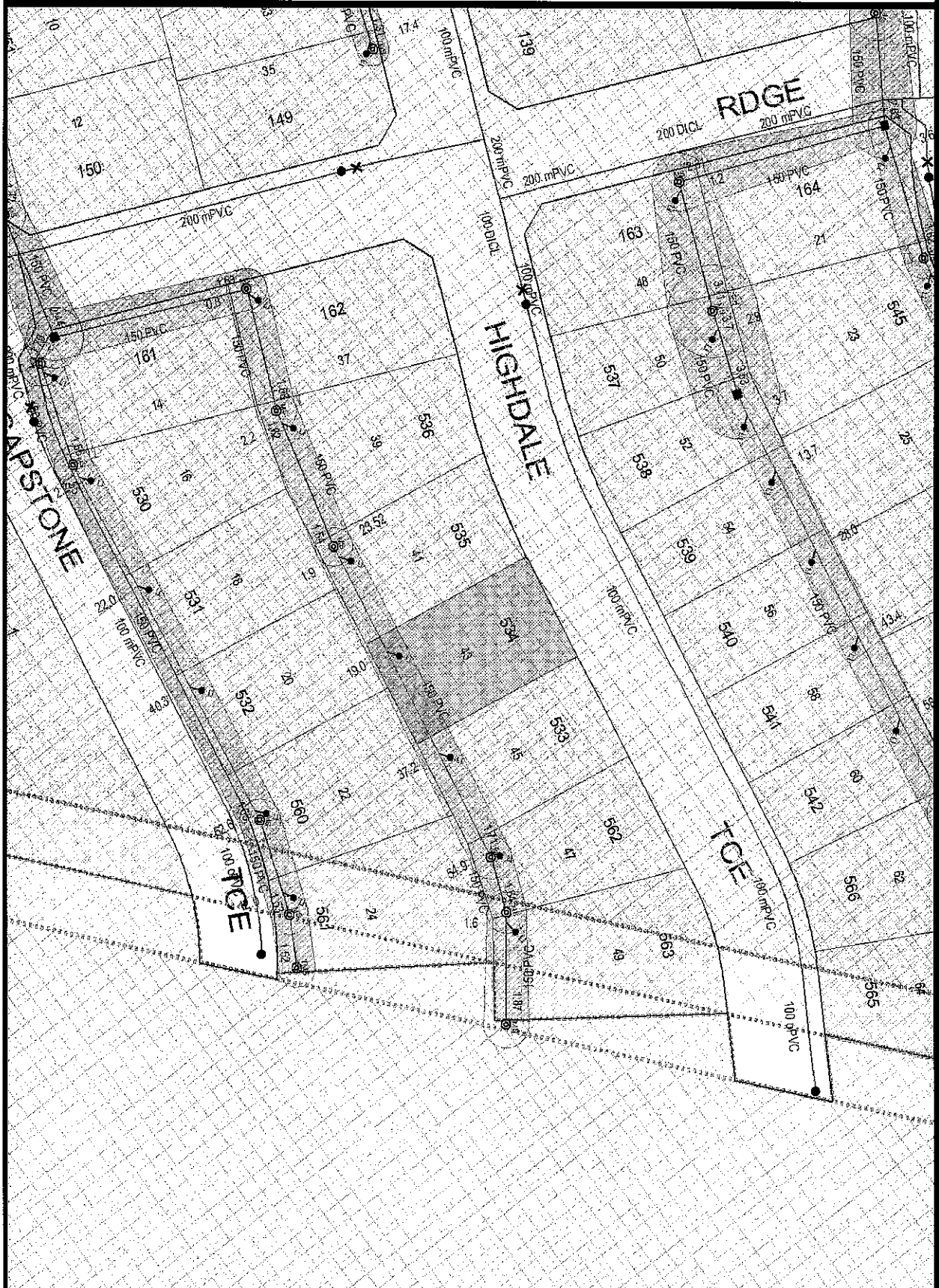
**Please note:**

Certain amendments to the Environmental Planning and Assessment Act 1979 No 203 (Act) commenced on 1 March 2018.

The Environmental Planning and Assessment (Amendment) Act 2017 No 60 makes structural changes to the Act and, as a consequence, the Act has been renumbered in a decimal format. For example, Section 149 Planning Certificates have become Section 10.7 Certificates. Some of the information in this certificate may refer to the previous version of the Act.

Council is committed to updating all relevant documents in a timely manner. This will include planning instruments, applications, approvals, orders, certificates, forms and other associated documents in both printed and electronic versions. Council is required to implement these changes and regrets any inconvenience caused to the local business, industry and the community.





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.



Application: 10589745  
Your Ref: 200945

**25 November 2020**

**Property details: 43 Highdale Tce Glenmore Park NSW 2745  
LOT 534 DP 1191166**

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services  
Customer Services



16 December 2019

Bozidar Penev  
12 Hunter Street  
EMU PLAINS NSW 2750

Dear Bozidar,

**43 HIGHDALE TERRACE, GLENMORE PARK  
CONSTRUCTION OF A TWO STOREY DWELLING  
OCCUPATION CERTIFICATE**

Please find enclosed the following documents for the above project:

1. Copy of Occupation Certificate No. 16303OC01;
2. Copy of Occupation Certificate Application form;
3. Copy of documents relied upon.

Please contact the undersigned for any enquiries.

Yours sincerely,

**Robert Kuman**  
CertCorp

CertCorp | ABN 69 606 840 368

a PO BOX 5089 Greystanes NSW 2145

m 0423 252 747

e [info@certcorp.net.au](mailto:info@certcorp.net.au) | [www.certcorp.net.au](http://www.certcorp.net.au)





## Occupation Certificate

### Applicant Details

**Name:** Bozidar Penev  
**Address:** 12 Hunter Street, Emu Plains NSW 2750  
**Mobile No:** 0401 640 156  
**Email:** [elizabethpenev@outlook.com](mailto:elizabethpenev@outlook.com)

### Details of Development

**Address:** 43 Highdale Terrace, Glenmore Park NSW 2745  
**Lot:** 534  
**DP:** 1191166  
**Description of Work:** Construction of a two storey dwelling excluding the in-ground swimming pool.

### Development Consent

**Development Consent Number:** DA16/0474 (Penrith City Council)  
**Date:** 31 August 2016  
**Section 96 Number:** DA16/0474.02 (Penrith City Council)  
**Date:** 6 July 2018

### Decision of Certifying Authority

**Type of Certificate:**

- Interim Occupation Certificate  
 Final Occupation Certificate

**Date of Decision:** 16 December 2019

### Documents Relied Upon

- A schedule of fire safety measures  
 The fire safety certificate for new/modified essential fire safety measures  
 Installation and inspection certificates from relevant consultants and/or contractors

## Interim Occupation Certificate

I Robert Kuman of CertCorp certify that:

- the health and safety of the occupants of the building have been taken into consideration
- a current development consent has been granted for the development
- a current complying development certificate has been issued for the development
- a current construction certificate has been issued with respect to the plans and specifications for the building
- the building is suitable for occupation or use in accordance with its classification under the Building Code of Australia as a **Class 1a building**
- a final fire safety certificate has been issued for the building
- a report from the Commissioner of Fire Brigades has been considered.

## Authorisation

Name of Principal Certifying Authority: Robert Kuman

Address: PO BOX 5089  
GREYSTANES NSW 2145

Telephone: 0423 252 747

Accreditation Body of Principal Certifying Authority: Building Professionals Board

Accreditation Number: BPB1957

Signature:



**Interim Occupation Certificate No: 16303OC01**

**Date of Decision: 16 December 2019**



# NSW SWIMMING POOL REGISTER

## Certificate of Non-compliance

### Clause 21 - Swimming Pools Regulation 2018

**Pool no:** d34d495f  
**Property address:** 43 HIGHDALE TERRACE GLENMORE PARK  
**Date of inspection:** 14 December 2020  
**Expiry date:** 14 December 2021  
**Issuing authority:** Pieter Kastelan - Registered Certifier - bdc2748

Did not comply with AS1926.1 (2012).

The swimming pool at the above property DOES NOT COMPLY with Part 2 of the *Swimming Pools Act 1992*. Please refer to the registered certifier's notice, issued under section 22E of the *Swimming Pools Act 1992*, for detailed reasons of non-compliance and rectification works required to render the swimming pool compliant with the applicable standard.

The swimming pool poses a significant risk to public safety

The swimming pool does not pose a significant risk to public safety

#### Non-compliance area/s:

Boundary fence	<input checked="" type="checkbox"/>	Doors	<input type="checkbox"/>
Fence height	<input type="checkbox"/>	Fence panels/gaps	<input type="checkbox"/>
Gate closure	<input type="checkbox"/>	Gate latch	<input type="checkbox"/>
Non-ancillary structure	<input type="checkbox"/>	Non-climbable zones	<input checked="" type="checkbox"/>
Signage	<input checked="" type="checkbox"/>	Window	<input type="checkbox"/>
Other (see text box below)	<input type="checkbox"/>		

This certificate expires on issuing of a certificate of compliance or 12 months after the date of issue, whichever occurs first.

Purchasers of a property with a non-compliant swimming pool barrier have 90 days from the date of settlement to fix any areas of non-compliance.



## **NSW SWIMMING POOL REGISTER**

### **Certificate of Registration**

#### **Section 30C - Swimming Pools Act 1992**

<b>Pool No:</b>	<b>d34d495f</b>
<b>Property Address:</b>	<b>43 HIGHDALE TERRACE GLENMORE PARK</b>
<b>Date of Registration:</b>	<b>14 December 2020</b>
<b>Type of Pool:</b>	<b>An outdoor pool that is not portable or inflatable</b>
<b>Description of Pool:</b>	<b>Inground concrete</b>

**The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.**

**The issue of this certificate does not negate the need for regular maintenance of the pool.**

**Please remember:**

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**

**You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.**

**This is NOT a Certificate of Compliance**

Luddenham NSW 2745  
Mob: 0499 775 197

pieter@jimsbuildinginspections.com.au



## *Pool Fence Accreditation*

### **Swimming Pools Act 1992**

### **Section 22E – Notice to Comply**

Issued under the provisions of the Swimming Pools Act 1992 and the applicable Registration and Australians Standards.

### **Details**

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**Date of Notice: 14/12/2020**

**Address of Property: 43 Highdale Terrace, Glenmore Park NSW 2745**

**Date and Time of Inspection: 14th day of December, 2020 at 9am.**

**NSW Swimming pool Registration No: d34d495f**

**Certifier: Pieter Kastelan**

**BPB Accreditation No: bpb2748**

All photos contained in this report were taken by the certifier on the date of the inspection unless otherwise stated.

Luddenham NSW 2745  
Mob: 0499 775 197

pieter@jimsbuildinginspections.com.au

## *Pool Fence Accreditation*

### **Swimming Pool Legislation**

All swimming pool barriers in NSW must comply with the Swimming Pools Act 1992, Swimming Pools Regulation 2018.

The Swimming Act 1992 requires that the owner of the premises on which a swimming pool is situated must ensure that the swimming pool is at all time surrounded by a child-resistant barrier that separates the swimming pool from any residential building situated on the premises and from any place (whether public or private) adjoining the premises, and that is designed, constructed, installed and maintained in accordance with the standards prescribed by the Regulation.

The standard referred to by the regulation and the NCC (BCA) are AS 1926 and 1926.1. The versions of AS 1926 applicable to your property will depend on:

- When the swimming pool was built.
- Whether the swimming pool barrier complies with the Swimming Act 1992, the applicable standard.
- Whether the barrier has been substantially modified (other than general maintenance work) since time that the swimming pool was built.

Swimming pool barriers that do not comply will need to be brought up to conformity with the requirements of the Swimming Pools Act 1992 and AS 1926.1 – 2012.

## **TERMS AND CONDITIONS**

### Important information:

The following attachment forms an integral part of the Non-Conforming report and MUST be read in conjunction with the Non-Compliance certificate. Important information regarding the Scope and Limitations of the Inspection is identified in this Report.

The inspection was done in accordance with the Australian Standard A.S. 1926.1-2012

Any person who relies upon the contents of this report does so acknowledging the following clauses that define the Scope and Limitations of the inspection and form an integral part of the report. If there is anything contained within this report that is not clear or you have difficulty understanding, please contact the inspector prior to acting on this report.

### The Purpose of the Inspection:

The purpose of the Pool barrier inspection is to conduct an inspection of the pool barrier in order to issue either a Certificate of Compliance or Certificate of Non-Compliance. This attachment forms part of the Certificate of Non-Compliance and is to provide advice to the Pool owner regarding the non-compliance of the swimming pool barrier, identifying in detail the non-compliant issues and providing recommendations on how to make the pool barrier compliant with the Pool Safety Standard.

### The Scope of the Inspection:

The inspection comprises a visual assessment of the pool barrier, conducting several tests for the strength and rigidity of the barrier, as described in the Appendix of the Pool Safety Standard, measuring all of the barrier's components such as walls, doors, windows, gates and anything that may form part of the barrier. The inspection includes ensuring all barriers are compliant with the Pool Safety Standards height and maximum gap requirements in or on the barrier. The scope includes the measuring of all barrier components to ensure compliance with the Pool Safety Standard and to form an opinion regarding the general condition of the fencing at the time of the inspection. An estimate of the cost of rectification of defects is outside the scope of the Standard and therefore does not form part of this report.


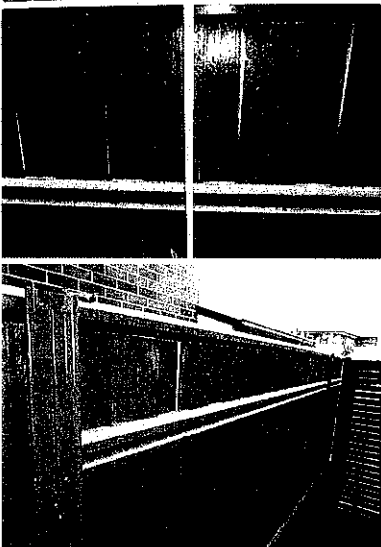
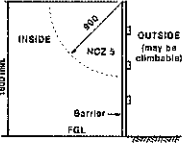
### Limitations of the Inspection:

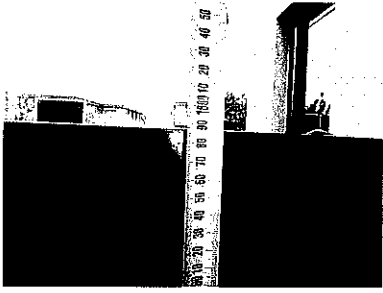
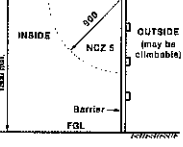
This report is limited to an inspection of areas where safe and reasonable access is available and permitted on the date and at the time of the inspection. If the Pool barrier includes any windows or doors that project into the pool area then access into the premises may be required.

## Pool Fence Accreditation

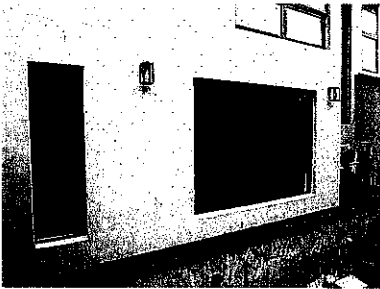
### Non-Compliances Identified

This inspection has revealed that the following requirements of AS 1926.1-2012 – have not been met, thus preventing the issuing of the Certificate of Compliance

Requirement	Result	Action Required
<p>2.3.3 Glass barriers            Glass used in barriers shall comply with the provisions of AS 1288.</p>	<p>UNSATISFACTORY</p> 	<p>The owner must provide relevant certification of the pool fencing glazing to ensure it meets required standards.</p>
<p>2.2.4 Boundary barriers            Where a boundary fence acts as a barrier to a pool, it shall have a height not less than 1800 mm on the inside and NCZ 5 formed as a quadrant of 900 mm radius down from the top of the inside of the barrier.</p>	<p>UNSATISFACTORY</p> 	<p>Remove or limit any footholds from within NCZ 5</p>  <p>(a) Boundary barrier 1800 mm min.</p>

<p>2.2.4 Boundary barriers</p> <p>Where a boundary fence acts as a barrier to a pool, it shall have a height not less than 1800 mm on the inside and NCZ 5 formed as a quadrant of 900 mm radius down from the top of the inside of the barrier.</p>	<p>UNSATISFACTORY</p> 	<p>Raise boundary fencing to measure a minimum of 1800mm measured from the inside.</p>  <p>(a) Boundary barrier 1800 mm min.</p>
<p>Swimming pools act 1992 No 49 division 4 Section 17.</p> <p>Warning notices must be erected near swimming pools</p> <p>1. The occupier of any premises in or on which a swimming pool is situated must ensure that there is at all times maintained, in a prominent position in the immediate vicinity of the swimming pool, a sign erected in accordance with the regulations and bearing the notice required by the regulation</p>	<p>UNSATISFACTORY</p> <p>NO CPR SIGN INSTALLED</p>	<p>Install a compliant CPR sign in a prominent location within the pool area.</p>

Requirement	Result	Action Required
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<p>Swimming pools act 1992 No 49. Division 4</p> <p>19. House wall may be used as part of required child- resistant barrier</p> <p>(1) A child-resistant barrier that is formed by, or that includes, a wall of a residential building or a building used for the purposes of tourist and visitor accommodation is regarded, for the purposes of sections 7 and 12, as separating any outdoor swimming pool from the building so long as:</p> <p>(a) the wall contains no opening through which access may at any time be gained to the swimming pool.</p>	<p><b>SATISFACTORY</b></p>  <p><b>2.6 CHILD-RESISTANT OPENABLE PORTION OF WINDOW</b></p> <p>Where a window opens directly into the pool area and the height from the sill of the lowest opening panel of the window to the finished ground level in the pool area is less than 1800 mm, the openable portion of the window shall comply with one of the following:</p> <p>(a) Be totally covered by bars or a metal screen, that are fixed to the building with fasteners that can only be removed by the use of a tool. The opening between bars and the horizontal dimension of openings in a metal screen shall not be greater than 100 mm.</p> <p>(b) Be fixed to the building with fasteners that can only be removed by the use of a tool so that it will remain closed or will open to a maximum of 100 mm.</p>	<p>The windows were all restricted to a 100mm maximum openings. No remedial works are required.</p>

Requirement	Result	Action Required

Luddenham NSW 2745  
Mob: 0499 775 197

pieter@jimsbuildinginspections.com.au

## *Pool Fence Accreditation*

Please take Notice that as the owner of the subject premises you are required to carry out rectification works to address the above non-compliances in accordance with the requirements of the Swimming Pools Act 1992 and Regulation there under.

It is considered that the above mentioned non-compliances do not pose a significant risk to public safety and as such the rectification works must be completed by

Under the provisions of the Swimming Pools Act 1992, I am obliged to forward a copy of the Notice to Penrith City Council six (6) weeks after the date of inspection if a Certificate of Compliance for the swimming pool barrier is not issued before that time.

### Important Pool Fence Compliance Information

The following forms an integral part of the report and MUST be read in conjunction with the entire report.

1. To obtain a pool safety certificate, the defects mentioned above must be rectified in line with the requirements of the pool safety standard. A pool safety certificate must be obtained when selling, buying or leasing a property with a regulated pool. Penalties apply for non-compliance.
2. The pool owner must ask the pool safety inspector named in this report to re-inspect the pool within three months after the non conformity notice is given.
3. The pool safety inspector must notify the relevant local Government authority, within 5 business days, if the owner does not ask the pool safety inspector to re-inspect the pool within three months after this notice is given. The local Government may take enforcement action, impose penalties or take other action.
4. It is an offence under the Building Act 1975 for the owner to ask, within three months after this notice is given, a person other than the named inspector to re-inspect. Penalties apply for non-compliance.
5. Glass Caution: Glass panels in older fences or imported products may not necessarily comply with current glass safety standards AS1288. The inspection of glass falls outside of the scope of this inspection. In the interests of safety, and if some form of damage or deformation is seen, a qualified glazier needs to be consulted to ensure that glass panels and/or gates comply with the glass standard. Non-complying glass should be replaced with safety glass or have shatterproof film installed.
6. This is an all-encompassing report identifying the non-compliant issues identified on the swimming pool barrier at the premises. This report is not a Pool Safety Certificate within the requirements of any Act, Regulation, Ordinance or By-law.

Please feel free to contact the inspector who carried out this inspection as often it is very difficult to fully explain situations, problems, access difficulties, building faults or their importance in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this report then you should immediately contact the inspector and have the matter explained to you. If you have any questions at all or require any clarification then contact the inspector prior to acting on this report.

## FINDINGS

In Conclusion:

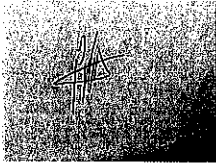
At the time of the inspection the fence did not comply with the Pool Safety Standard for reasons stated within this report and therefore is deemed to be non-compliant.

The Pool Owner is required to contact the Pool Inspector within 90 days to arrange for a re-inspection. It is a requirement for the named Pool Inspector to conduct the re-inspection.

Please contact our office on 0499775197 once you have completed the required works to arrange a re-inspection.

Please do not hesitate to contact me if you have any questions.

Yours faithfully,

A square image containing a handwritten signature in black ink on a white background. The signature is stylized and appears to be 'Pieter Kastelan'.

Pieter Kastelan  
E1 Certifier-Pool Fence Accreditation

# Installation Certificate – Swimming Pool & Spa

**Site Address:** 43 Highdale Terrace, Glenmore Park  
**Proposed Work:** Construction of an in ground swimming pool  
**CC Number:** 16303CC01 & 16303CC02

**Certification:**

Item No.	Tick box for items to be certified (✓)	Measure	Standard of Performance
1.	✓	Swimming Pool / Spa (including pool safety barrier and water reticulation & filtration system)	BCA Volume 2 Part 3.9.3 & 3.9.4; NSW Swimming Pools Act 1992, NSW Swimming Pools Regulation 2008, AS 1926.1-2012 AS 1926.2-2007 AS 1926.3-2010

I, the undersigned certify that:

- a. The above work / services have been installed in the above building or development in accordance with design documentations and the tested prototypes/systems relevant to their applications complying with relevant BCA requirements and manufacturers' specifications (where appropriate),
- b. These work/services have been inspected, assessed and tested (where appropriate) to perform in accordance with the relevant provisions of the Building Code of Australia, the relevant Australian Standards and other standard of performance as indicated above.

I also certify that I am an appropriately qualified and competent person practising in the relevant area of work. I have recognised relevant experience in the area of work being certified. I hold appropriate and a current insurance policy to the satisfaction of the building owner or the principal authorising the installation work being certified.

**The following details must be provided:**

Name:	JAKOB ZEBEC	Qualification:	Pool Builder
Company Name:	FOUR SEASONS POOLS & SPAS	ABN	27 731 073 023
Company Address:	6 WARRA ST WENTWORTHVILLE 2145	Tel:	0423 251 732
Signature:	<i>[Handwritten Signature]</i>	Date:	19/08/2019

# Owner Builder Permit



CURRENT

**BOZIDAR PENEV**

**No. 432310P**

START: 13/09/2016    »    EXPIRY: N/A

## About

### BUILDING SITE ADDRESS

📍 43 Highdale Tce, GLENMORE PARK, NSW 2745

### WORK DESCRIPTION

Two Storey Dwelling and Swimming Pool

### CERTIFICATION

DA Number: DA16/0474

## Associations

### ASSOCIATED PARTIES

No Associated Parties

## Compliance

PUBLIC WARNINGS

0

INSURANCE CLAIMS PAID

0

STATUTORY INSURANCE  
CLAIMS PAID

0

[Feedback](#)

**DISCIPLINARY ACTIONS**

There are no disciplinary actions for this licence.

**CANCELLATIONS / SUSPENSIONS**

There are no cancellations/suspensions for this licence.

**PROSECUTIONS**

There are no prosecutions for this licence.

**INFRINGEMENT NOTICES**

There are no infringement notices for this licence.

**TRIBUNAL NOTICES**

There are no CTTT orders for this licence.

Printed on : 15/12/2020

# PENRITH CITY COUNCIL

## NOTICE OF DETERMINATION

### DESCRIPTION OF DEVELOPMENT

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Application number:	DA16/0474.02
Description of development:	Modification to Reduce Size of Swimming Pool
Classification of development:	Class 1a , Class 10b

### DETAILS OF THE LAND TO BE DEVELOPED

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Legal description:	Lot 534 DP 1191166
Property address:	43 Highdale Terrace, GLENMORE PARK NSW 2745

### DETAILS OF THE APPLICANT

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Name & Address:	B Penev 12 Hunter Street EMU PLAINS NSW 2750
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### DECISION OF CONSENT AUTHORITY

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In accordance with Sections 81(1) (a) and 96 of the Environmental Planning and Assessment Act 1979, consent is granted subject to the conditions listed in attachment 1.

Please note that this consent will lapse on the expiry date unless the development has commenced in that time.

Date from which consent operates	25 September 2017
Date the consent expires	25 September 2019
Date of this decision	30 August 2016 as amended on 22 September 2017 and 6 July 2018 under Section 96 of the Environmental Planning and Assessment Act.

## **POINT OF CONTACT**

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If you have any questions regarding this determination you should contact:

Assessing Officer: Matthew Warbrick

Contact telephone number: +612 4732 8621

## NOTES

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### **Reasons**

The conditions in the attached schedule have been imposed in accordance with Section 80A of the Environmental Planning and Assessment Act 1979 as amended.

### **Conditions**

Your attention is drawn to the attached conditions of consent/ in attachment 1.

### **Certification and advisory notes**

You should also check if this type of development requires a construction certificate in addition to this development consent

It is recommended that you read any Advisory Note enclosed with this notice of determination.

### **Review of determination**

The applicant may request Council to review its determination pursuant to Section 82A of the Environmental Planning and Assessment Act 1979 within 6 months of receiving this Notice of Determination.

You cannot make this request if the development is Designated Development, Integrated Development or State Significant development or if the application was decided by Sydney West Planning Panel.

### **Appeals in the Land and Environment Court**

The applicant can appeal against this decision in the Land and Environment Court within six (6) months of receiving this Notice of Determination.

You cannot appeal if a Commission of Inquiry was held for the subject development application, or if the development is a State Significant Development.

An appeal to the Land and Environment Court is made by lodging an application to the Court in accordance with the Rules of the Court.

### **Designated development**

If the application was for designated development and a written objection was made in respect to the application, the objector can appeal against this decision to the Land and Environment Court within 28 days after the date of this notice. The objector cannot appeal if a Commission of Inquiry was held.

If the applicant appeals against this decision, objector(s) will be given a notice of the appeal and the objector(s) can apply to the Land and Environment Court within 28 days after the date of this appeal notice to attend the appeal and make submissions at that appeal.

### **Sydney West Planning Panels**

If the application was decided by the Sydney West Planning Panel, please refer to Section 18 of the Greater Sydney Commission Act 2015 and Section 23H of the Environmental Planning and Assessment Act, 1979 (as amended) for any further regulations.

# ATTACHMENT 1: CONDITIONS OF CONSENT

## General

1 The development must be implemented substantially in accordance with the plans drawn by RG numbered 14354-GA-101 Revision 5 amended on 24.06.17, and plans drawn by Everlast Drafting Services drawing number 6.01 (Issue 5) dated 24.04.18 as stamped approved by Council, the application form, the BASIX Certificate and any supporting information received with the application, except as may be amended in red on the attached plans and by the following conditions.

***As amended on 5th July 2018 under Section 4.55 of the Environmental Planning and Assessment Act 1979.***

2 The work must be carried out in accordance with the requirements of the Building Code of Australia. If the work relates to a residential building and is valued in excess of \$20,000, then a contract of insurance for the residential development shall be in force in accordance with Part 6 of the Home Building Act 1989.

{Note: Residential building includes alterations and additions to a dwelling, and structures associated with a dwelling house/dwelling such as a carport, garage, shed, rural shed, swimming pool and the like}.

**3 The development shall not be used or occupied until an Occupation Certificate has been issued.**

4 A **Construction Certificate** shall be obtained prior to commencement of any building works.

5 The deck located within the pool area shall only be used ancillary to the use of the pool and at no times used for entertaining, cooking, etc or any purpose/use associated with the dwelling.

6 The dwelling shall be constructed in accordance with the provisions of the "Planning for Bushfire Protection" December 2006, and AS3959 - 2009 Construction of buildings in bushfire-prone areas. In this regard the following applies:

- Gutter and Valley Guard is to be installed in the development in accordance with Clause 4.3.5 of Planning for Bushfire Protection 2006; and
- All development is required to comply with Addendum 3 of Planning for Bushfire Protection 2006 particularly Clause A3.7; and
- The development is to be constructed to a BAL 12.5 under AS3959 - 2009 "Construction of buildings in bushfire-prone areas".

## Environmental Matters

- 7 Erosion and sediment control measures shall be installed **prior to the commencement of works on site** including approved clearing of site vegetation. The erosion and sediment control measures are to be maintained in accordance with the approved erosion and sediment control plan(s) for the development and the Department of Housing's "Managing Urban Stormwater: Soils and Construction" 2004.

(Note: To obtain a copy of the publication, you should contact Landcom on (02) 98418600).

The approved sediment and erosion control measures are to be installed **prior to and maintained throughout the construction phase of the development until the landscaping, driveway and on-site parking areas have been completed for the development and the land, that was subject to the works, have been stabilised and grass cover established.** These measures shall ensure that mud and soil from vehicular movements to and from the site does not occur during the construction of the development.

- 8 Cut and fill operations on the property are only permitted in conjunction with the building works as detailed on the approved plans and specifications, and shall not extend more than 2 metres past the defined building footprint.

Before any fill material is imported to site, a validation certificate issued by an appropriately qualified person is to be provided to the Principal Certifying Authority. The validation certificate must demonstrate that the fill material is free from contaminants and weeds, that it is suitable for its intended purpose and land use, and that it will not pose an unacceptable risk to human health or the environment.

If Penrith City Council is not the Principal Certifying Authority, a copy of the validation certificate is to be submitted to Council for their reference.

{Note: Penrith Contaminated Land Development Control Plan defines an appropriately qualified person as "a person who, in the opinion of Council, has a demonstrated experience, or access to experience in hydrology, environmental chemistry, soil science, eco-toxicology, sampling and analytical procedures, risk evaluation and remediation technologies. In addition, the person will be required to have appropriate professional indemnity and public risk insurance."}

- 9 All waste materials stored on-site are to be contained within a designated area such as a waste bay or bin to ensure that no waste materials are allowed to enter the stormwater system or neighbouring properties. The designated waste storage areas shall provide at least two waste bays / bins so as to allow for the separation of wastes, and are to be fully enclosed when the site is unattended.
- 10 All excavated material and other wastes generated as a result of the development are to be re-used, recycled or disposed of in accordance with the approved waste management plan.

Waste materials not specified in the approved waste management plan are to be disposed of at a lawful waste management facility. Where the disposal location or waste materials have not been identified in the waste management plan, details shall be provided to the Certifying Authority as part of the waste management documentation accompanying the Construction Certificate application.

All receipts and supporting documentation must be retained in order to verify lawful disposal of materials and are to be made available to Penrith City Council on request.

- 11 The operating noise level of the swimming pool filter and equipment shall not exceed 5dB(A) above the

background noise level when measured at the boundaries of the premises. The provisions of the Protection of the Environment Operation Act 1997 apply to the development, in the terms of regulating offensive noise.

## **BCA Issues**

12 All aspects of the building design shall comply with the applicable performance requirements of the Building Code of Australia so as to achieve and maintain acceptable standards of structural sufficiency, safety (including fire safety), health and amenity for the on-going benefit of the community. Compliance with the performance requirements can only be achieved by:

(a) complying with the deemed to satisfy provisions, or

(b) formulating an alternative solution which:

- complies with the performance requirements, or
- is shown to be at least equivalent to the deemed to satisfy provision, or

(c) a combination of (a) and (b).

## **Health Matters and OSSM installations**

13 The rainwater tank must be maintained so as not to create a nuisance and it must be protected against mosquito infestation.

## **Construction**

14 Stamped plans, specifications, a copy of the development consent, the Construction Certificate and any other Certificates to be relied upon shall be available on site at all times during construction.

The following details are to be displayed in a maximum of 2 signs to be erected on the site:

- the name of the Principal Certifying Authority, their address and telephone number,
- the name of the person in charge of the work site and telephone number at which that person may be contacted during work hours,
- that unauthorised entry to the work site is prohibited,
- the designated waste storage area must be covered when the site is unattended, and
- all sediment and erosion control measures shall be fully maintained until completion of the construction phase.

Signage but no more than 2 signs stating the above details is to be erected:

- at the commencement of, and for the full length of the, construction works onsite, and
- in a prominent position on the work site and in a manner that can be easily read by pedestrian traffic.

All construction signage is to be removed when the Occupation Certificate has been issued for the development.

15 Prior to the commencement of construction works:

(a) Toilet facilities at or in the vicinity of the work site shall be provided at the rate of one toilet for every 20 persons or part of 20 persons employed at the site. Each toilet provided must be:

- a standard flushing toilet connected to a public sewer, or
- if that is not practicable, an accredited sewage management facility approved by the council, or
- alternatively, any other sewage management facility approved by council.

(b) All excavations and backfilling associated with the erection or demolition of a building must be executed safely and in accordance with the appropriate professional standards. All excavations associated with the erection or demolition of a building must be properly guarded and protected to prevent them from being dangerous to life or property.

(c) If an excavation associated with the erection or demolition of a building extends below the level of the base of the footings of a building on an adjoining allotment of land, the person causing the excavation to be made:

- must preserve and protect the building from damage, and
- if necessary, must underpin and support the building in an approved manner, and
- must, at least 7 days before excavating below the level of the base of the footings of a building on an adjoining allotment of land, give notice of intention to do so to the owner of the adjoining allotment of land and furnish particulars of the excavation to the owner of the building being erected or demolished. The owner of the adjoining allotment of land is not liable for any part of the cost of work carried out for the purposes of this condition, whether carried out on the allotment of land being excavated or on the adjoining allotment of land, (includes a public road and any other public place).

16 Cut and fill is limited to a maximum of 1 metre, in accordance with Penrith Residential Construction Works Development Control Plan.

17 The building shall be set out by a registered surveyor. A Survey Certificate shall be undertaken and submitted to the Principal Certifying Authority when the building is constructed to ground floor level and at the frame stage with the eaves and gutters installed.

18 The external finishes of the dwelling are to be in accordance with the approved colour schedule.

19 The rainwater tank(s) is to be:

- erected on a self-supporting base in the approved location on the property in accordance with the stamped-approved site plans for the development,
- structurally sound and constructed in accordance with AS/NZS 3500 1.2- 1998: National Plumbing and Drainage - Water Supply - Acceptable Solutions,
- fully enclosed and all openings sealed to prevent access by mosquitoes,
- fitted with a first flush device,
- fitted with a trickle system to top up from mains water,
- provided with an air gap, and
- installed by a licensed plumber in accordance with Sydney Water's "Plumbing requirements Information for rainwater tank suppliers and plumbers April 2003" and the NSW Code of Practice: Plumbing and Drainage.

Additionally, the following are to be provided:

- A back flow prevention device shall be provided at the water meter in accordance with Sydney Water requirements.
- In the event of a power failure, a back up supply of mains water shall be provided to at least one toilet in the dwelling.

- The rainwater tank(s) and associated piping is to be labelled 'Rainwater - Not for Drinking' in accordance with Sydney Water requirements.
- The rainwater tank and pipework is to be painted in colours matching the external finishes of the dwelling and is to be of non-reflective finish.
- The overflow for the rainwater tank is to be connected into the existing stormwater disposal system on the site.

Before a rainwater tank(s) can be used, a certificate or suitable document is to be submitted to the Principal Certifying Authority stating that the rainwater tank has been installed in accordance with:

- the manufacturer's specifications, and
- Sydney Water and NSW Health requirements

This certificate or documentation is to be provided by the licensed plumber who installed the rainwater tank on the property, and is to be submitted prior to the issue of the Occupation Certificate.

20 The catchment area (for the rainwater tank) includes the parts of the roof of the dwelling(s) from which water is collected and includes gutters. To ensure a safe supply of water:

- roof catchment areas must be kept clear of overhanging vegetation,
- gutters must have sufficient fall to downpipes to prevent pooling of water,
- overflow, discharge from bleed off pipes from roof mounted appliances such as airconditioners, hot water services and solar heaters must not discharge into the rainwater catchment area,
- for roofs containing lead based, tar based or asbestos material the tank supply must not be connected to drinking, bathing and gardening tap water outlets,
- appropriate measures must be installed to prevent foreign materials from contaminating the water which enters the rainwater tank.

21 The rainwater tank supply must not be connected to drinking and bathing water tap outlets.

22 The pump must not exceed 5dBA above ambient background noise level at the nearest residential property boundary. The provisions of the Protection of the Environment Operations Act 1997 apply to the development, in terms of regulating offensive noise.

23 Construction works or subdivision works that are carried out in accordance with an approved consent that involve the use of heavy vehicles, heavy machinery and other equipment likely to cause offence to adjoining properties shall be restricted to the following hours in accordance with the NSW Environment Protection Authority Noise Control Guidelines:

- Mondays to Fridays, 7am to 6pm
- Saturdays, 7am to 1pm (if inaudible on neighbouring residential premises), otherwise 8am to 1pm
- No work is permitted on Sundays and Public Holidays.

Other construction works carried out inside a building/tenancy and do not involve the use of equipment that emits noise are not restricted to the construction hours stated above.

The provisions of the Protection of the Environment Operations Act, 1997 in regulating offensive noise also apply to all construction works.

24 All earthworks and construction is to be carried out in accordance with the requirements and recommendations of Geotechnique Pty Ltd's Salinity Management Plan dated 23 October 2008 (Report No. 11807/3)

## Swimming Pools

- 25 When the swimming pool construction has reached a stage where the pool is capable of holding water, the pool area shall be restricted from access in accordance with AS1926 "Swimming Pool Safety". Restriction of access to the pool area shall also comply with the Swimming Pools Act, 1992.
- 26 At all times, the swimming pool is to be surrounded by a child-resistant barrier that:
- separates the swimming pool from any residential building situated on the premises and from any place (whether public or private) adjoining the premises, and
  - is designed, constructed, installed and maintained in accordance with the standards prescribed by AS 1926 "Swimming Pool Safety".
- 27 Child-safe window grilles are required to be shown on the plans **prior to the issue of a Construction Certificate**. These child-safe window grilles are required under the requirements of the Swimming Pools Act 1992 as an alternative means of restricting access from the dwelling to the swimming pool area. The child-safe window grilles are to remain as approved for the life of the swimming pool.
- 28 If a common boundary fence forms part of the pool enclosure, the provision, maintenance and effectiveness of the said boundary fence is the responsibility of the pool owner whilst ever the pool exists. Alternatively, the pool shall be fully enclosed by isolation fencing.
- 29 A sign must be erected in a prominent position in the immediate vicinity of the swimming pool and must:
- be erected in accordance with the provisions relating to instructional posters of the document entitled "Policy Statement No. 9.4.1: Guidelines for the Preparation of Posters on Resuscitation" published by the Resuscitation Council. (A copy may be purchased from Penrith City Council's Civic Centre, 601 High Street, Penrith), and
  - bear a notice that contains the words "YOUNG CHILDREN SHOULD BE SUPERVISED WHEN USING THIS SWIMMING POOL", together with details of resuscitation techniques (for adults, children and infants) set out in the relevant provisions of the document entitled "CardioPulmonary Resuscitation" published by the Australian Resuscitation Council. (A copy may be purchased from Penrith City Council's Civic Centre, 601 High Street, Penrith).
- 30 The swimming pool must be registered on the NSW Swimming Pool Register when it is capable of holding water and before the issue of an Occupation Certificate. The swimming pool is to be registered at [www.swimmingpoolregister.nsw.gov.au](http://www.swimmingpoolregister.nsw.gov.au) or in person at Penrith City Council (\$10 fee applies when registering at Council).

## Engineering

- 31 Roofwater drains shall be discharged into the street gutter or common line.
- 32 All land required for vehicular access within the site is to be stabilised.
- 33 An Infrastructure Restoration Bond is to be lodged with Penrith City Council for development involving works around Council's Public Infrastructure Assets. The bond is to be lodged with Council prior to the issue of a Construction Certificate. The bond is based upon the estimated value of the works with a bond of \$500 payable for the subject development.

The bond is refundable once a final inspection has been carried out by Council's Works Department and the works have been completed to Council's satisfaction. The bond may be used to repair or reinstate any damage that occurs to Council's Public Infrastructure Assets as a result of the development works. Contact Council's City Works Department on 4732 7777 or visit website to obtain the form and request for final inspection.

- 34 Prior to the issue of a Construction Certificate a Roads Act application, including payment of application and inspection fees shall be lodged with Penrith City Council, as the Roads Authority, for the following works:
- a) Provision of a vehicular crossing/s.
  - b) Opening the road reserve for the provision of services including stormwater.
  - c) Placing of hoardings, containers, waste skips, etc. in the road reserve.

All works within the road reserve shall be carried out in accordance with Penrith City Council's Design Guidelines and Construction Specification for Civil Works.

Penrith City Council (being the Roads Authority under the Roads Act) shall approve the works completed on or over the road reserve. Contact Council's **City Works Department** on (02) 4732 7777 to arrange an inspection of the works (and payment of inspection fees, if required).

- 35 Prior to the issue of an Occupation Certificate, the Principal Certifying Authority shall ensure that all works within the road reserve have been inspected and approved by Penrith City Council.
- 36 No earthworks including cut and fill or building works including a retaining wall, garden shed or other structures of the like are permitted within the easement other than that permitted by the 88B Instrument.

## Landscaping

- 37 All landscape works are to be constructed in accordance with the stamped approved plan and Sections F5 "Planting Techniques", F8 "Quality Assurance Standards", F9 "Site Management Plan" of Penrith Council's Landscape Development Control Plan.

Landscaping shall be maintained:

- in accordance with the approved plan, and
- in a healthy state, and
- in perpetuity by the existing or future owners and occupiers of the property.

If any of the vegetation comprising that landscaping dies or is removed, it is to be replaced with vegetation of the same species and, to the greatest extent practicable, the same maturity, as the vegetation which died or was removed.

- 38 No trees are to be removed, ringbarked, cut, topped or lopped or wilfully destroyed other than those within 3 metres of the proposed building footprint or as shown on the approved plans without the prior consent of Penrith City Council and in accordance with Council's Tree Preservation Order and Policy.

## Payment of Fees

- 39 Prior to the commencement of any works on site, all fees associated with Penrith City Council-owned land and infrastructure shall be paid to Council. These fees include Road Opening fees and Infrastructure Restoration fees.

## Certification

- 40 Prior to the commencement of any earthworks or construction works on site, the proponent is to:
- (a) employ a Principal Certifying Authority to oversee that the said works carried out on the site are in accordance with the development consent and related Construction Certificate issued for the approved development, and with the relevant provisions of the Environmental Planning and Assessment Act and accompanying Regulation, and
  - (b) submit a Notice of Commencement to Penrith City Council.

The Principal Certifying Authority shall submit to Council an "Appointment of Principal Certifying Authority" in accordance with Section 81A of the Environmental Planning and Assessment Act 1979.

### Information to accompany the Notice of Commencement

Two (2) days before any earthworks or construction/demolition works are to commence on site (including the clearing site vegetation), the proponent shall submit a "Notice of Commencement" to Council in accordance with Section 81A of the Environmental Planning and Assessment Act 1979.

- 41 An Occupation Certificate is to be obtained from the Principal Certifying Authority on completion of all works and prior to the occupation/use of the dwelling.

The Certificate shall not be issued if any conditions of this consent, but not the conditions relating to the operation of the development, are outstanding.

A copy of the Occupation Certificate and all necessary documentation supporting the issue of the Certificate is to be submitted to Penrith City Council, if Council is not the Principal Certifying Authority.

## SIGNATURE

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Name: Matthew Warbrick

Signature:

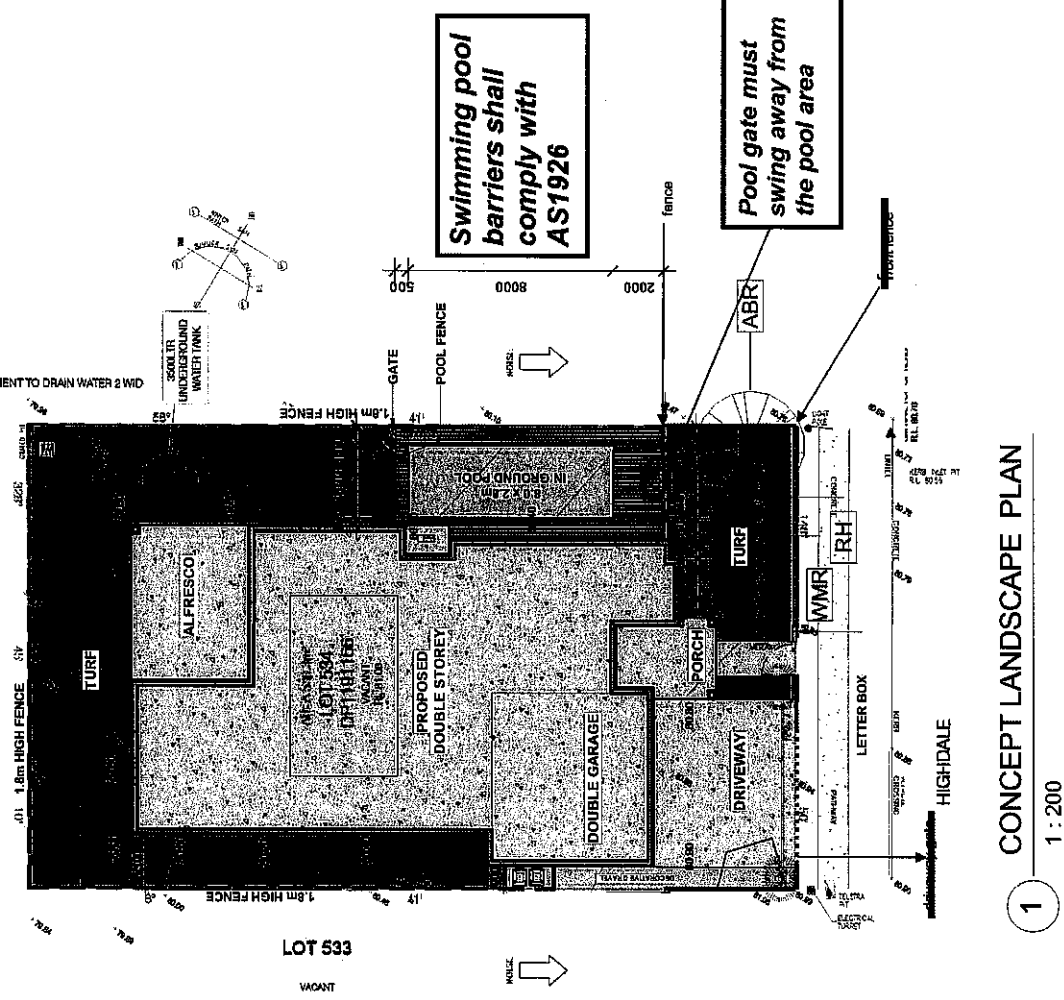
For the Development Services Manager

**PENRITH CITY COUNCIL**  
 50772018  
**Amended**

This plan / document relates to Development Consent: **DA160474.02**

Subject to the conditions outlined in the consent

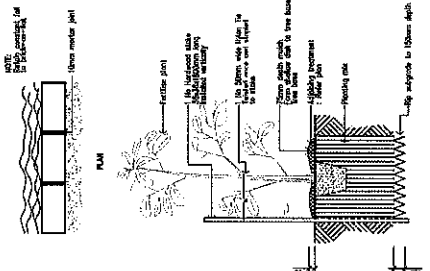
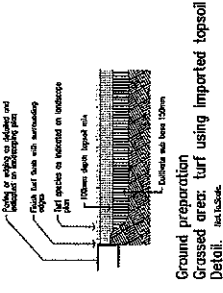
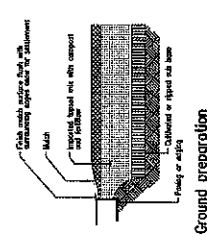
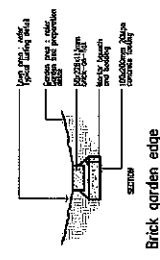
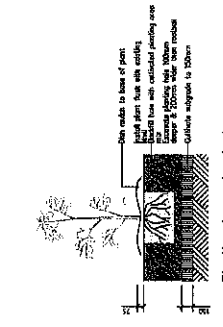
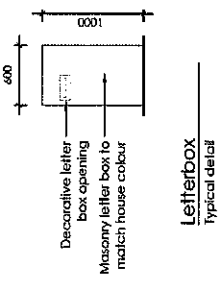
**PENRITH CITY COUNCIL**  
 50772018  
**Amended**



**1** 1 : 200

**CONCEPT LANDSCAPE PLAN**

**Front fence does not form part of this application.**



**Swimming pool barriers shall comply with AS1926**

**Pool gate must swing away from the pool area**

Type Mark	BOTANICAL NAME	QTY	POT SIZE
ABR	APPLE BLOSSOM ROSE (FREE)	1	140mm
RH	ROSA HYBRIDA MINIATUR ROSE	10	120mm
WMR	WHITE MEIDLAND ROSE	15	175mm
Grand total: 26			

REV	Description	DATE
2	SWIMMING POOL SIZE	14.0x16
3	GROUND WATER TANK	08.05.17
4	REVISED POOL LOCATION	20.04.18
5	ADDED FRONT FENCE	24.04.18

**EVERLAST DRAFTING SERVICES**  
 everlastdrafting@gmail.com  
**ESTATE**

**LGA PENRITH**  
 CLIENT NAME:

PROJECT NAME: **TWO STOREY PROPOSED HOUSE**  
 DRAWING NAME: **LANDSCAPE-FLOOR PLAN**  
 PROJECT ADDRESS: **LOT 534 DP 0 No. 1/4 HIGHDALE TERRACE MULLGOA RISE NSW 2745**

DESIGN DATE: **24.04.18**  
 TRUE NORTH  
 DRAWING NO. **SCALE: 1 : 200 @ A3**  
 SHEET: **0** ISSUE: **5**  
**6.01**

**DESIGN STAGE**