

100-104 Mount Vernon Road

Mount Vernon NSW 2178

Draft Contract

McGrath

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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 77775526	NSW DAN:
vendor's agent	McGrath Estate Agents Liverpool 265B Macquarie Street, Liverpool NSW 2170		Phone: 02 9824 1100 Fax: 02 9824 1120
co-agent			Ref:
vendor	DAMIEN JOSEPH AIELLO		
vendor's solicitor	Samaras Lawyers Pty Ltd Suite 5C 1 Box Road Taren Point NSW 2229		Phone: 02 9247 1111 Fax: 02 9247 2222 Ref: 20210439
date for completion	12 weeks after the contract date	(clause 15)	Email: amichaels@samaraslawyers.com.au
land	100-104 MOUNT VERNON RD MOUNT VERNON NSW 2178		
(Address, plan details and title reference)	Lot 1 in Deposited Plan 865818 Folio Identifier: 1/865818		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Partially built dwelling		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		

exclusions
purchaser

purchaser's solicitor

Phone:

Fax:

Ref:

Email:

price \$
deposit \$
balance \$

(10% of the price, unless otherwise stated)

contract date

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

buyer's agent

vendor

witness

GST AMOUNT (optional)
The price includes
GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

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20210439

77775526

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW, or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • Issued by a <i>bank</i> and drawn on itself, or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 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*.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Damien Joseph Aiello**
Purchaser:
Property: **100-104 Mount Vernon Road, Mount Vernon NSW 2178**
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

11. All outgoing referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- (f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
23. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 24.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the Property?

25. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

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

Requisitions and transfer

27. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
28. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
29. If any document required for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
30. If the vendor holds a certificate of title, it must be delivered to the purchaser immediately after completion or as directed by the purchaser, in accordance with the Contract.
31. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
32. The purchaser reserves the right to make further requisitions prior to completion.
33. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

34. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.
 - (d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?
 - (e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.

SPECIAL CONDITIONS

33. CONDITIONS OF SALE BY AUCTION

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

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

33.1.1 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.

33.1.2 The following conditions, in addition to those prescribed by subclause 33.1.1, 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 clause 33.1.3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
- (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.

33.1.3 The following conditions, in addition to those prescribed by subclauses 33.1.1 and 33.1.2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

- (a) More than one vendor bid may be made to purchase interest of a co-owner;
- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;

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

34. ALTERATIONS TO PRINTED STANDARD CONDITIONS

The printed form of this Contract shall be deemed to be amended by:-

- 34.1. **clause 1:** insert the following additional definition:
'restricted action means make any objection, requisition, claim for compensation or exercise any right to rescind or terminate this contract or seek to delay completion;'
- 34.2. deleting **clause 3**;
- 34.3. inserting a new **clause 4.5** which reads 'The purchaser cannot nominate an alternative transferee, assign or otherwise transfer the benefit of this Contract without the prior written consent of the vendor which may be withheld in the vendor's absolute discretion.'
- 34.4. adding at the end of **clause 5.1** the words 'and they are the only form of requisitions the purchaser may make'.
- 34.5. deleting **clause 5.2.1**;
- 34.6. deleting **clause 6.2**;
- 34.7. deleting in **clause 7** the words 'Normally, the purchaser can make a claim (including a claim under clause 6) and replacing them with the words 'The purchaser cannot make a claim other than a claim pursuant to clause 6 of this Contract in relation to error and misdescription'.
- 34.8. deleting **clause 7.1.1**;
- 34.9. substituting in **clause 7.1.3** the words "14 days" with the words "7 days".
- 34.10. substituting in **clause 7.2.1** the amount "10%" with the amount "1%".
- 34.11. deleting in **clause 7.2.4** the words "and the costs of the purchaser";
- 34.12. adding in **clause 10.1** to the first line the words "or delay completion" after the word "terminate".
- 34.13. deleting in **clause 10.1.8** "substance" and "disclosed" and insert in lieu respectively "existence" and "noted".
- 34.14. deleting in **clause 10.1.9** "substance" and "disclosed" and insert in lieu respectively "existence" and "noted".
- 34.15. adding in **clause 10.2** after the word "rescind" the words "requisition, claim".
- 34.16. deleting **clause 11**.
- 34.17. deleting **clause 14.4.2** and replacing it with the following clause: "by adjusting the amount that was actually paid or is payable by the vendor for that year".
- 34.18. deleting from **clause 16.5** the words "plus another 20% of that fee";
- 34.19. deleting from **clause 16.8** "\$10" and substitute with "\$5";
- 34.20. deleting from **clause 16.12** all words from the word 'but' to the end of the clause.
- 34.21. deleting **clause 19.2.3**.
- 34.22. inserting a new **clause 19.3** which reads as follows:
"the purchaser's only remedy for a breach of warranty prescribed by the Conveyancing (Sale of Land) Regulation 2017 (NSW) is the remedy prescribed by that regulation."
- 34.23. amending in **clause 23.2** by adding at the end of the clause the words "including insurance premiums paid by the vendor but properly payable by the Owners Corporation".
- 34.24. replacing 1% with 5% from **clause 23.9.1**.

- 34.25. deleting clause 23.9.3.
- 34.26. amending clause 23.13 by deleting the word 'vendor' and replacing it with the word 'purchaser'.
- 34.27. deleting clause 23.14.

35. GENERAL

- 35.1. These special conditions shall prevail in any conflict between these special conditions and the printed clauses of this Contract.
- 35.2. Unless the context otherwise requires, the singular includes the plural and vice versa, words importing a gender include every other gender and persons include corporations.
- 35.3. Each Clause and Sub-clause of this Contract shall be severable from each other Clause and Sub-clause and the invalidity or unenforceability of any Clause or Sub-clause for any reason shall not prejudice or in any way affect the validity or enforceability of any other Clause or Sub-clause.
- 35.4. The purchaser will, on exchange of this Contract, furnish the vendor with a validly executed Certificate pursuant to Section 66W of the Conveyancing Act.

36. REAL ESTATE AGENT

- 36.1. The purchaser, purchaser's related entities, purchaser's officeholders, shareholders or associates warrant that he/she/it was not introduced to the vendor or the property by or through any agent other than the agent (if any) named on the front page of this Contract.
- 36.2. The purchaser, purchaser's related entities, purchaser's officeholders, shareholders or associates agree to indemnify and keep indemnified the vendor against any claim or claims by any agent or other person for commission or otherwise in respect of the sale which forms a breach of the purchaser's warranty.
- 36.3. Rights under this clause shall not merge on Completion.

37. ENVIRONMENTAL LIABILITY

- 37.1. No representation or warranty is given in relation to:
 - 37.1.1 any activity(ies) on or prior to Completion;
 - 37.1.2 the existence or extent of contamination emanating from, on, in, under or over the property or any affected land;
 - 37.1.3 the status of compliance with environmental laws applicable (now or after completion) with respect to the property or any affected land;
 - 37.1.4 liabilities of any activity or contamination on or prior to completion with respect to the property or any affected land; or
 - 37.1.5 the extent to which the property or any affected land is the subject of or cause of environmental harm.
- 37.2. The purchaser has made such inspections and enquiries and has, to the extent required, effected such tests as it requires to satisfy itself in relation to all issues in relation to the environment in connection with the property or any activity, the status of compliance with the environmental laws and the condition of the property or any affected land including the existence and extent of contamination.
- 37.3. Subject to the terms of this Contract, on and from completion the purchaser shall assume all responsibility and liability for and associated with all contaminants in, on or under the property or any affected land and any improvements on it including full responsibility for compliance with and liability under all environmental laws.
- 37.4. From Completion the purchaser shall indemnify the vendor on demand from and against all:
 - 37.4.1 environmental liability;
 - 37.4.2 Liability or cost suffered or incurred by the vendor in respect of any default by the purchaser under clause 37.3;
 - 37.4.3 Liability or cost suffered or incurred by the vendor in respect of any;

- (a) Direction, notice or order given or made under the environmental laws;
- (b) Breach of an environmental Law;
- (c) Claim in respect of Contamination of or from the Property or any affected land.

37.5. This clause 37 does not merge on Completion.

38. DEATH, MENTAL ILLNESS, BANKRUPTCY, LIQUIDATION ETC.

38.1. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included herein it is agreed that should either party (called "*the defaulting party*"), or if more than one, anyone of them, prior to Completion:

38.1.1 die or become mentally ill (as defined in the Mental Health Act 1958) then the other party may rescind this Contract by notice in writing to the defaulting party's solicitor whereupon this Contract shall be at an end and the provisions of Clause 19 shall apply; or

38.1.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme or arrangement with its creditors, the defaulting party will be in default under this Contract and the other party shall be at liberty to exercise all or any of its rights conferred by this Contract.

38.2. The purchaser promises that the purchaser has legal capacity to enter into this Contract.

39. NOTICE TO COMPLETE

39.1. The parties must complete by the Completion Date.

39.2. Issue of notice to complete

If a party is entitled to serve a notice to complete, then the party may:

39.2.1 at any time serve a notice requiring completion on a specified date (being not less than 14 days after the date of service of that notice); and

39.2.2 specify a time of day between 11am and 4pm as the time for completion.

39.3. Reasonable period

The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete.

39.4. Preservation of rights

The party serving a notice to complete reserves the right to:

39.4.1 withdraw the notice; and

39.4.2 issue further notices to complete.

39.5. Despite any other provision contained in this Contract, if the purchaser fails to complete this Contract and a notice to complete is served by the vendor's solicitor then the purchaser shall be liable for the vendor's legal costs for the preparation and service of the notice to complete in the agreed sum of \$450.00 (inclusive of GST).

39.6. The purchaser acknowledges that payment of the sum in clause 39.5 is to be paid on or before completion and is an essential term and condition of this Contract.

39.7. The vendor shall not be required to complete unless payment is made on or before settlement.

40. DELAY INTEREST

40.1. Payment of interest

If Completion does not occur on or before the date for Completion, the purchaser must pay to the vendor on Completion interest calculated daily and compounded on the last day of each calendar month:

40.1.1 at the rate of 10% per annum; and

40.1.2 on the balance of the purchase price payable under this Contract,

in respect of the period commencing on the day following the date for completion and ending on completion.

40.2. Delay by Vendor

Clause 40.1 does not apply in respect of any period during which Completion has been delayed solely due to the fault of the vendor.

40.3. Essential term

The purchaser may not require the vendor to complete this Contract unless interest payable under this Contract is paid to the vendor on Completion. It is an essential term of this Contract that the interest due is paid on Completion. Interest payable pursuant to this special condition is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete on or before the date for Completion.

41. PRESENT CONDITION

Subject to Section 52A of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of Land) Regulation 2017 (NSW)*, the purchaser acknowledges that it is purchasing the property as a result of its own inspections and inquiries and in the condition and state of repair as at the date of this contract and subject to any existing water, sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations (*Services*) and cannot take any *restricted action* in respect of:

41.1.1 the condition, state of repair, dilapidation or infestation (if any) of the property;

41.1.2 any latent or patent defect in the property;

41.1.3 any environmental hazard or contamination;

41.1.4 the nature, location, availability or non-availability of the *Services* or defects in the *Services*;

41.1.5 whether or not the property is subject to or has the benefit of any rights or easements in respect of the *Services*;

41.1.6 any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;

41.1.7 any rainwater downpipe being connected to the sewer;

41.1.8 any failure to comply with the *Swimming Pools Act 1992 (NSW)*;

41.1.9 any boundary of the property not being fenced or any boundary fence or wall not being on or within its boundary;

41.1.10 any breach or contravention of the *Local Government Act 1919* (as amended from time to time) or the *Local Government Act 1993* by or in respect of any improvements erected upon the property;

41.1.11 whether or not the property complies with the regulations under the *Environmental Planning and Assessment Act 1979 (NSW)* relating to the installation of smoke alarms.

The vendor is not required to clean the property or remove existing rubbish, materials, debris or other items from the property prior to completion.

42. PAROL EVIDENCE RULE

- 42.1. The purchaser acknowledges and agrees that the provisions of this Contract constitute the full and complete agreement and understanding between the parties and that there is no other, understanding, agreement warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract or binding on the parties hereto with respect to any of the matters to which this Contract relates.
- 42.2. The purchaser acknowledges and agrees that he/she/it does not rely on any other letter, document, correspondence or arrangement, whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangements set out in this written agreement.
- 42.3. The vendor shall not be bound by any information or particulars contained (in any advertisement or in any lithograph or pamphlets or any plan issued or exhibited prior to or at the time of sale and the purchaser acknowledges and agrees that he shall not by reason of any discrepancy or misdirection therein make any requisitions, claim or demand.
- 42.4. This clause shall not merge on Completion.

43. PURCHASER'S WARRANTIES

43.1 Purchaser's warranties

The purchaser represents and warrants that:

- 43.1.1 the purchaser has not relied on or been induced to enter into this contract by any representation or warranty, including those concerning the potential or present use or development of the property (made by the vendor, its agent or solicitor);
- 43.1.2 the purchaser has relied entirely on its own independent investigations and enquiries about the property in entering into this contract; and
- 43.1.3 the purchaser has obtained its own independent professional advice on the nature of the property and its permitted uses and the purchaser's rights and obligations under this contract.

43.2 Acknowledgements

The purchaser acknowledges that:-

- 43.2.1 in entering into this contract the vendor has relied on the warranties given by the purchaser in this clause 43.1.
- 43.2.2 it has satisfied itself as to the nature, quality, condition and state of repair of this property;
- 43.2.3 it accepts this property in its present condition and state of repair and subject to any defects whether latent or patent and any dilapidation, contamination or infestations; and
- 43.2.4 it has satisfied itself as to the purposes for which the property may be lawfully used.
- 43.3 This clause shall not merge on Completion.

44. NO RIGHTS AS TO DAMAGES

- 44.1. Notwithstanding anything else to the contrary in this Contract or at law or in equity, in the event that the vendor is for any reason whatsoever unable to perform its obligations pursuant to the terms of this Contract, at law or circumstances arise giving the purchaser a right of rescission, the purchaser agrees that it shall not be entitled to make any claim, take any restricted action or bring any actions for damages, compensation, account or seek to enforce any other remedies at law or in equity against the vendor and the purchaser's only remedy in such an event will be to terminate the Contract.
- 44.2. If the Contract is validly terminated by the purchaser as a result of the default of the vendor, all monies paid under this Contract shall be returned to the purchaser without interest, costs or damages and the same shall be accepted by the purchaser in full and final satisfaction of all and any claims.
- 44.3. This clause shall not merge on Completion.

45. ERROR IN ADJUSTMENT OF OUTGOINGS

The vendor and the purchaser agree that if on completion any apportionment or adjustment of any outgoings required to be made under this Contract is overlooked or is incorrectly calculated, the vendor or purchaser will forthwith upon being so requested by the other make the correct calculation and adjustment and pay such amount to the other as is correctly determined by such calculation and to be paid within seven (7) days upon being requested to do so in writing.

46. FOREIGN INVESTMENT REVIEW BOARD APPROVAL

- 46.1. For the purposes of this clause 46:

FIRB means the Foreign Investment Review Board;

Foreign Act means the Foreign Acquisitions and Takeover Act 1975 (Cth);

Foreign Person has the meaning defined in Section 21A of the Foreign Acquisitions and Takeovers Act 1975 (Cth) as the meaning is extended by operation of Section 4(6) of the Foreign Acquisitions and Takeovers Act 1975 (Cth); or.

- 46.2. This clause applies if the purchaser is:

46.2.1. a Foreign Person; or

46.2.2. a person to whom this section applies within the meaning of Section 26A of the Foreign Act as Section 26A is affected by Section 5A of the Foreign Act.

- 46.3. The purchaser requires the approval of FIRB to purchase the property and the purchaser warrants that an application for approval for it to purchase the property has been lodged with FIRB and the purchaser will use its best endeavours to obtain the approval as soon as possible.
- 46.4. The purchaser shall keep the vendor fully informed of the progress of the purchaser's application and will deliver to the vendor copies of all correspondence in connection with the application.
- 46.5. If the purchaser is a Foreign Person, the Contract is subject to and conditional on FIRB Approval for the purchase of the property being granted within 45 days of the date of this Contract.
- 46.6. If the purchaser fails to provide a copy of FIRB Approval to the vendor by the date that is 45 days after the Contract date and in this respect, time is of the essence, then the purchaser will be in default of this Contract and the vendor may terminate this Contract by written notice in writing to the purchaser and the deposit and all other monies received by the vendor or the depositholder will be forfeited to the vendor.
- 46.7. If the purchaser requires approval under the Foreign Act to purchase property in Australia, the purchaser warrants and represents that it has obtained all requisite approvals prior to exchange.
- 46.8. In the event the purchaser is in breach of this clause or the Foreign Act:
- 46.8.1 The purchaser must pay to the vendor a sum equal to any loss, damage or other civil financial disadvantage to which the vendor is or become subject by reason of the purchaser's breach of the Foreign Act in relation to this Contract; and

46.8.2 If the vendor is or become legally liable or choose to pay any penalty, fine or other sum of money or incurs any costs or expenses in connection with any legal proceedings taken or instituted against the vendor or any of its officers by any Government Agency or any prosecutor in consequence of the Foreign Act applying to the purchases and/or this Contract then the purchaser will pay to the vendor a sum equal to the total of such penalty, fine, other sum of money costs and expenses.

46.9. This clause will not merge on Completion.

47. GOODS & SERVICES TAX

47.1. In this clause:

The "Act" means the Act entitled "A new Tax System (Goods and Services Tax) Act 1999" as amended from time to time or any act passed in substitution for or replacement of that act; and

Expressions and words defined in the Act and used in this Clause have the meanings defined in the Act.

47.2. The purchaser warrants that it will use the property predominantly for residential accommodation after completion.

47.3. The purchaser indemnifies the vendor for loss, damage, expense, taxes, fines and penalties incurred by the vendor including GST as a result of the breach of the warranty in sub-clause 47.2.

47.4. If this contract nominates that this sale is not a taxable supply and if either party serves on the other party a copy of a letter or an e-mail from the Australian Taxation Office stating or to the effect that the vendor must pay GST on the price or that the supply made by the vendor under this contract is a taxable supply then the purchaser must pay to the vendor on demand the amount of GST assessed including all costs and penalties, irrespective of whether that demand is made before or after Completion.

47.5. This clause will not merge on completion.

48. DELAY IN SETTLEMENT

48.1. If settlement of this matter does not take place at the time first appointed ("*the settlement date*"), due to the fault of the purchaser or its mortgagee, then the purchaser shall pay all the fees and charges including any agent fees and re-certification fees incurred by the vendor or its mortgagee and including its solicitor's fees and charges in relation to any re-arrangement and attending of settlement. The minimum rebooking fee shall be \$250.00.

48.2. The vendor shall not be required to complete unless payment is made on or before settlement.

48.3. This condition shall not merge on Completion.

49. BUILDING CERTIFICATE

49.1. The Purchaser shall not be permitted to apply for a building certificate without the vendor's written consent.

49.2. Despite anything contained in this contract or any rule of law to the contrary, the vendor is not required to do any work or expend any money on or in relation to the property not to make an application for or do anything towards obtaining a building certificate pursuant to Division 3.2 of the Environmental Planning and Assessment Act ("The Building Certificate").

49.3. In the event the vendor is required to carry out any works as a result of the purchaser applying for a building certificate from Council and the vendor refuses to carry out such works the purchaser shall have no remedy or right for adjustment and must complete the Contract and shall not take any restricted action.

50. GUARANTEE

50.1 The word *guarantor* means each director of the purchaser as at the date of this Contract.

50.2. If each director of the purchaser has not signed this Contract as a guarantor, the vendor may terminate this Contract by serving a notice, but only within 14 days after the Contract date.

- 50.3. In consideration of the vendor entering into this Contract at the guarantor's request, the guarantor guarantees to the vendor:
- 50.3.1 payment of all money payable by the purchaser under this Contract; and
 - 50.3.2 the performance of all of the purchaser's other obligations under this Contract.
- 50.4. The guarantor:
- 50.4.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under his Contract; and
 - 50.4.2 must pay on demand any money due to the vendor under this indemnity.
- 50.5. The guarantor is jointly and separately liable with the purchaser to the vendor for:
- 50.5.1 the performance by the purchaser of its obligations under this Contract; and
 - 50.5.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the vendor.
 - 50.5.3 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
 - 50.5.4 If the vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 50.6. The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- 50.6.1 the granting of any time, waiver, covenant not to sue or other indulgence;
 - 50.6.2 the release or discharge of any person;
 - 50.6.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
 - 50.6.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this Contract, a statute, a Court or otherwise;
 - (a) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (b) the winding up of the purchaser.
- 50.7. This clause binds the guarantor and the executors, administrators and assigns of the guarantor and operates as a Deed between the vendor and the guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by

Name of Guarantor

Signature of Guarantor

in the presence of:

Signature of Witness

Name of Witness

SIGNED SEALED & DELIVERED by

Name of Guarantor

Signature of Guarantor

in the presence of:

Signature of Witness

Name of Witness

51. IF PURCHASER IS A COMPANY

51.1 If the purchaser of the property is a company, the officers or persons who sign this contract on behalf of the company or who attest the seal of the company on this contract:-

51.1.1 Jointly and separately guarantee all obligations of the purchaser under this agreement including payment of the purchase price.

51.1.2 Jointly and separately indemnify the vendor in respect of any default of the purchaser under this agreement.

52. FENCES

52.1 The purchaser may not make a claim or requisition, or take any restricted action:

52.1.1 if any of the fences or walls on or surrounding the property are not on the correct boundary; or

52.1.2 as to the nature or state of repair of any fence or wall; or

52.1.3 if there are no fences or if any fence is a give and take fence.

53. RELEASE OF DEPOSIT

53.1 The purchaser agrees and acknowledges that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors the deposit moneys for the purpose of the vendor to use all or part of the deposit as a deposit on a purchase by the vendor of a property and/or as duty on the contract for the sale of land for that property;

53.2. Notwithstanding any provisions in this contract requiring investment of the deposit, the purchaser gives to the vendor permission to use the deposit or any part of it ("**Amount Released**") for the purpose of placing a deposit on a purchase by the vendor of a property and/or as duty on the contract for the sale of land for that property;

53.3. The purchaser agrees that no further authority or consent in writing or otherwise will be required from the purchaser other than as contained in this clause.

54. FURNISHINGS, CHATELS & APPLIANCES

54.1 The purchaser acknowledges and agrees that any and all furnishings, chattels and appliances included in the sale that he/she is purchasing, is being purchased in their present state and condition and the purchaser shall not be entitled to require that the vendor carry out any work or repairs thereto irrespective of the condition of such furnishings chattels and appliances.

55. REDUCED DEPOSIT

55.1. In the event the vendor agrees to allow the purchaser to exchange the Contract on the basis that the deposit payable is less than 10% of the price then, then the balance of the deposit that is outstanding as at the date of this Contract is to be paid by the purchaser immediately upon the earlier of:

55.1.1 the Completion Date; or

55.1.2 default by the purchaser in the observance or performance of any obligations under this contract.

56. DESCRIPTION AND AREA OF LAND

56.1. An omission or mistake in the description, measurements or area of the land does not invalidate the sale and the purchaser cannot make any objection or claim for compensation for any alleged mis-description of the property or any deficiency in its area or measurements; or require the vendor to amend title or pay any cost of amending title.

57. PURCHASERS FINANCE AND WARRANTY

The purchaser expressly warrants to the vendor that the purchaser has not made known to the vendor, nor to any person, representative or agent acting on behalf of the vendor, that the purchaser requires credit to enable the purchaser to complete this Contract; that this contract is not subject to, nor the subject of, any application for credit; and that the purchaser is satisfied as to the reasonableness of all of the terms of any credit contract which the purchaser may have entered into, or intends to enter into to enable the purchaser to complete this Contract. The purchaser acknowledges that the vendor has been induced to enter into this contract and may enter into further contractual obligations on or after the date of this Contract, based upon the vendor's reliance upon the purchaser's warranty herein and that the purchaser shall remain liable to the vendor for all or any damages (including legal costs) arising from the breach of the purchaser's warranty notwithstanding that the purchaser may have a right to terminate this contract pursuant to the National Consumer Credit Protection Act 2009 (Cth).

58. SWIMMING POOL (IF APPLICABLE)

58.1. If the property includes a swimming pool, the purchaser cannot make any requisition, claim or take any restricted action in respect of:

58.1.1 the swimming pool at the property;

58.1.2 any unfinished works in relation to the swimming pool at the property;

58.1.3 the fences, windows, doors and gates around the swimming pool or at the property;

58.1.4 any absence of fences, windows, doors or gates;

58.1.5 any non-compliance with the Swimming Pools Act 1992.

58.2. The vendor does not warrant that the swimming pool complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under that Act.

58.3. The purchaser agrees that after completion the purchaser will comply with the requirements of the Swimming Pools Act 1992 and the regulations relating to access to the swimming pool.

58.4. This clause will not merge on completion.

59. REQUISITIONS

59.1 For the purposes of standard printed condition 5.1, the requisitions or general questions about the property or the title must be in the form of the requisitions attached to this Contract.

60. SERVICE LOCATION DIAGRAM AND SEWERAGE SERVICE DIAGRAM

60.1 The vendor discloses and the purchaser acknowledges that a Sewer Service Diagram is not available in relation to the subject Property and the purchaser agrees that no restricted action, requisition, objection or claim for compensation shall be made on the Vendor in respect of any matter arising therefrom.

60.2 By signing this Contract, the Purchaser shall be deemed to have been satisfied to the position and nature of the drainage water or other systems and services.

61. SEPTIC TANK

61.1 The purchaser cannot make a claim or requisition or rescind or terminate in respect of:

61.1.1 the existence or the location of the septic tank on the property or the connections from the house to the septic tank; nor

61.1.2 the approval or lack of approval of the septic tank by Council.

61.2 The purchaser must make their own application to Council for any necessary licence or permit in respect of the septic tank.

62. DISCLOSURES

62.1 The vendor discloses to the purchaser that:

62.1.1 The improvements on the Property include a three bedroom house as well as an incomplete single storey dwelling with proposed swimming pool, garage and studio which is currently under construction and which will not be completed on or before settlement ('Proposed Dwelling').

62.1.2 Development Application DA12/1114 ('DA') and Construction Certificate CC12/0283 ('CC') in relation to the Proposed Dwelling is attached to the Contract.

62.2 The purchaser acknowledges that the vendor does not make any warranty or representation to the purchaser for any matter in connection with the Proposed Dwelling, the DA and the CC.

62.3 The purchaser discloses and warrants to the vendor that it has made and is satisfied with its own enquiries for any matter in connection with the Proposed Dwelling, the DA and the CC.

62.4 the purchaser must satisfy itself as to whether or not:

62.4.1 the DA, CC and Development Consent is current; and

62.4.2 the DA, CC Development Consent has been complied with or to what extent it has been complied with,

and cannot and will not take any restricted action on that account or whether the Development Consent conditions have been complied with.

62.5 The vendor will, at the purchaser's expense, on the completion date assign to the purchaser the vendor's rights to and interest in the DA and CC.

62.6 The Purchaser is not entitled to take any *restricted action* for any matter or thing disclosed in or ascertainable from the Development Application, CC or the Development Consent or for any matter arising out of or in connection to the Proposed Dwelling, the DA and the CC.

63. BUILDING DEFECTS

63.1 The vendor and purchaser acknowledge and agree that:

63.1.1 the vendor shall not be required to procure the rectification of any defects due to defective materials or labour which may appear in the property (*Faults*); and

63.1.2 The purchaser cannot require the vendor to rectify any Faults prior to or after Completion or take any restricted action or withhold purchase money due to or arising from Faults.

63.2 To the fullest extent permitted by law, the purchaser releases the vendor from any claims or demands in respect of Faults.

64. DILAPIDATED IMPROVEMENTS

64.1 The purchaser acknowledges that the improvements erected on the property may be in a dilapidated state and may justify the making of an upgrading or demolition order as defined in the Conveyancing (Sale of Land) Regulation 2017 (NSW). The vendor discloses that any or all parts of the improvements may be the subject of an upgrading or demolition order. The purchaser will not make any requisition, claim or objection or take any restricted action in relation to matters referred to in this clause.

64.2. The vendor will not be required to comply with any work order which issues on, before or after the contract date. The purchaser will comply with any work order which issues on, before or after the contract date.

65. NO WARRANTY BY VENDOR AS TO USE OF PROPERTY

65.1 The purchaser must satisfy itself on all matters relating to the use of the property because the vendor makes no representations about the use to which the property may be put.

65.2. The purchaser will be deemed to have entered into this contract with full knowledge of and subject to any prohibition or restriction upon the use of the property, whether under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Order of Court, or otherwise.

65.3. If the use to which the vendor has put the property is permissible only with the consent of any authority under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Order of Court or otherwise, the purchaser must obtain consent at the purchaser's own expense.

65.4. Completion of this contract will not be conditional or dependent upon any matter referred to in this clause.

66. REMOVAL OF CAVEAT

66.1 The agrees to accept on completion a withdrawal of caveat in registrable form with respect to any caveat registered on the title of the Property.



LAND
REGISTRY **Title Search**
SERVICES



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/865818

SEARCH DATE	TIME	EDITION NO	DATE
10/2/2021	2:37 PM	6	1/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO. CONTROL OF THE RIGHT TO DEAL IS HELD BY AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED.

LAND

LOT 1 IN DEPOSITED PLAN 865818
AT MT VERNON
LOCAL GOVERNMENT AREA PENRITH
PARISH OF MELVILLE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP865818

FIRST SCHEDULE

DAMIEN JOSEPH AIELLO (T AC992102)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP865818 RESTRICTION(S) ON THE USE OF LAND
- 3 AC992103 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
- * 4 AN757019 CAVEAT BY DANIELLE AIELLO
- * 5 AQ775642 ORDER OF COURT

NOTATIONS

UNREGISTERED DEALINGS: X AQ776461.

*** END OF SEARCH ***

* 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 95B(2) of the Real Property Act 1900.

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Received: 10/02/2021 14:37:53

PLAN FORM 1

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

1. RIGHT OF CARRIAGEWAY 3.5 WIDE
2. RESTRICTION ON THE USE OF LAND.

A. A. Wallace
W. Rodd
R. M. D. Iniol
L. McQuinn (witness)

Crown Lands Office Approval

PLAN APPROVED Authorized Officer

Land District
 Paper No
 Field Book pages

Council's Certificate

I hereby certify that :-

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

(b) the requirements of Part 3 Division 2 of the Water Board Act 1987, and Part 3 Division 2 of the Hunter-Water Board Incorporation Act 1988

have been complied with by the applicant in relation to the proposed

SUBMISSION

(insert "new road", "subdivision" or "consolidated lot") set out herein

Submission No. 168/96
 Date 27.12.96
 (Signature) Dominic J. ...
 Council File No. S. 960036

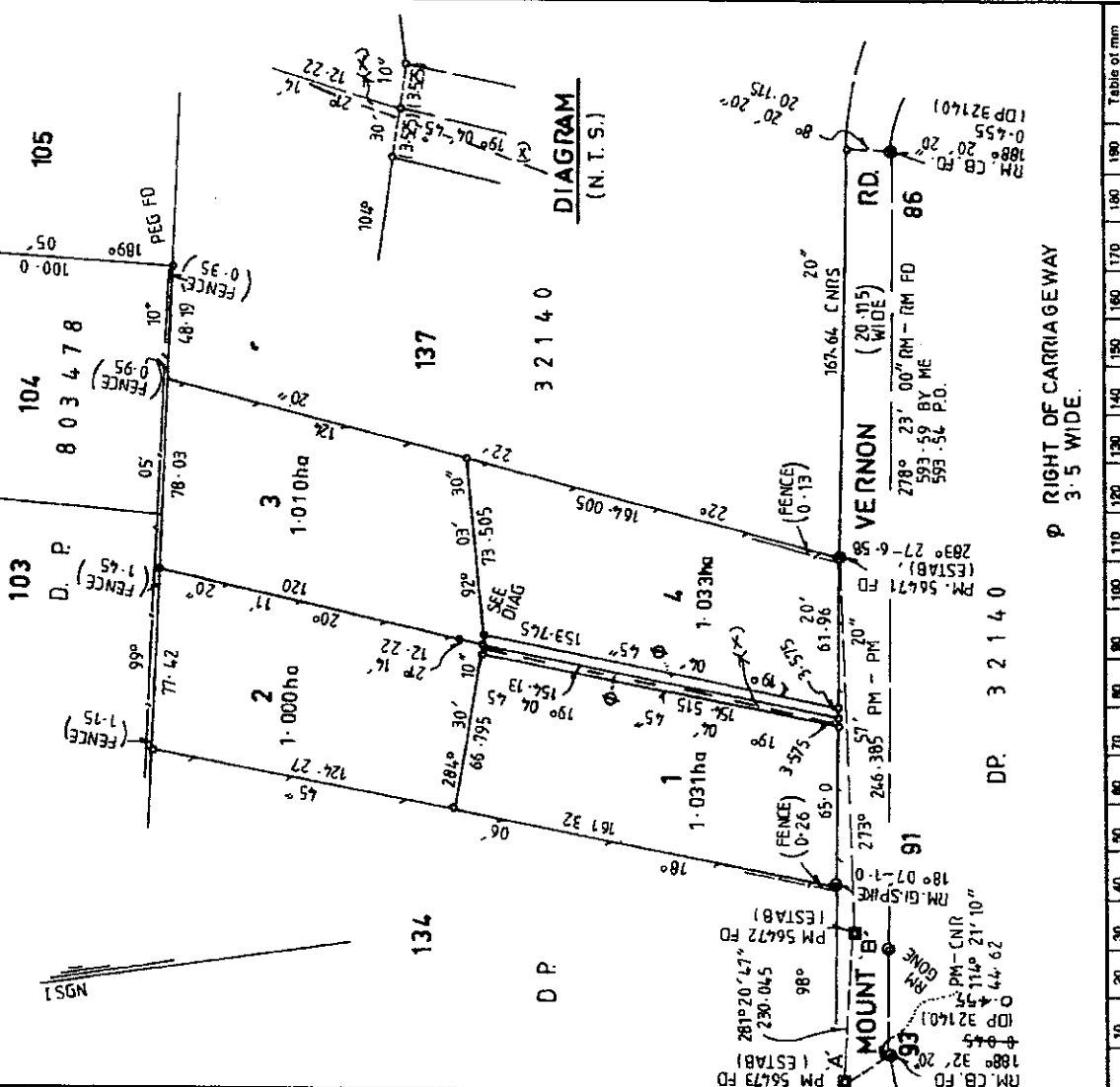
This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Water Board and the Hunter Water Corporation Ltd.

1/Deletes if inapplicable

Plan Drawing only to appear in this space

SURVEY PRACTICE REGULATIONS 1990 CLAUSE 32(12)		
MARK	EASTING	NORTHING
PM 5	281998.911	1251 638.468
56473	282224.451	1251 593.211
56472	28270.242	1251 576.223
56471	28270.242	1251 576.223

SOURCE: H.S.G. CO-ORDINATES ADOPTED FROM N.S.M. LIC AT 17/7/96 COMBINED SCALE FACTOR 0.99997



OFFICE USE ONLY

DP 865818

Registered: *AB 31.2.1993*

C.A. No 168/96 OF 27.12.1996

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map U 8245 - 1

Last Plan. DP 32140

PLAN OF SUBDIVISION OF LOT 135 & 136 IN DP 32140

Lengths are in metres Reduction Ratio 1: 2000

LGA PENRITH
 Locality: MT VERNON
 Parish: MELVILLE
 County: CUMBERLAND

Plans used in preparation of survey/compilation: DP 32140, DP 803478.

RICHARD HENRY FIELD
 of BURTON & FIELD, PTY. LTD. DK 5020 LIVERPOOL

a surveyor registered under the Surveyors Act 1925, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulation 1990 and was completed on 15th July 1996

(Signature) *Richard Henry Field*
 Surveyor registered under the Surveyors Act 1925

Datum Line of Azimuth 'A' - 'B'

DP 865818

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 1 of 2 sheets)

PART 1.

DP 865818

Subdivision of Lots 135 and 136 in
Deposited Plan Number 32140 covered by
Council's Certificate Number *168/96 of 27.12.96*

Full name and address of
the proprietor of the land:

Milonad Radicevic and Sonja Radicevic
100 Mt. Vernon Road,
MT. VERNON NSW 2171

and

Ronald Edward McBride
108 Mt. Vernon Road,
MT. VERNON NSW 2171

1. Identity of easement firstly
referred to in abovementioned
plan: Right of Carriageway 3.5 wide.

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lots Burdened</u>	<u>Lot or Authority benefited</u>
2	3
3	2
2. <u>Identity of Restriction on the use of land secondly referred to in abovementioned plan:</u>	Restriction on the Use of Land.

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lots Burdened</u>	<u>Lot or Authority benefited</u>
Each Lot	Penrith City Council

PART 2.

2. Terms of Restriction secondly referred to in the abovementioned plan.

1. All sewerage and sullage waste shall be treated by an approved aerated waste water treatment system in accordance with the minimum disposal requirements of AS 1547 "Disposal Systems for Domestic Premises".
2. Fences erected on each lot shall be of an open rural character

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 2 of 2 sheets)

PLAN **DP 865818**

Subdivision of Lot 135 and 136 in Deposited
Plan Number 32140 covered by Council's
Certificate Number 168/96 of 27.12.96

Signed in my presence by MILORAD
RADICEVIC and SONJA RADICEVIC
who are personally known to me

B. P. Callinan

SIGNATURE OF WITNESS

Benjamin Percival Callinan

NAME OF WITNESS (BLOCK LETTERS)

T.V. ENGINEER

QUALIFICATION OF WITNESS

A. Radicevic

PROPRIETOR

M. Radicevic

PROPRIETOR

Signed in my presence by RONALD
EDWARD McBRIDE who is
personally known to me

B. P. Callinan

SIGNATURE OF WITNESS

Benjamin Percival Callinan

NAME OF WITNESS (Block Letters)

T.V. ENGINEER

QUALIFICATION OF WITNESS

R. McBride

PROPRIETOR

*David J. ...
Penrith Council*

REGISTERED



LB 3.2.1997

System Document Identification

Form Number:08X-e
Template Number:X_nsw09
ELN Document ID:7945964

Land Registry Document Identification

CAVEAT
New South Wales
Section 74F Real Property Act 1900

AN757019

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

WARNING: Care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

LODGED BY:

Responsible Subscriber: ASSAFIRI LAWYERS ABN 89314560959
Address: 17 Ironbark AV
Casula 2170
Telephone:
PEXA Subscriber Number: 24125
Customer Account Number: 503391A
Document Collection Box: 1W
Client Reference: 18-0003 Aiello

LAND TITLE REFERENCE

.1/865818

CAVEATOR

DANIELLE AIELLO
2 Redpa CL
West Hoxton NSW 2171

NAME AND ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR

Street Address
ASSAFIRI LAWYERS
17 Ironbark AV
Casula NSW 2170

REGISTERED PROPRIETOR AFFECTED BY THIS CAVEAT

DAMIEN JOSEPH AIELLO
100 - 104 MOUNT VERNON RD
MOUNT VERNON NSW 2178

Based on the claim to an Estate or Interest in Land in the land specified, the Caveator prohibits the Registrar General from taking the actions specified in this Caveat.

ACTION PROHIBITED BY THIS CAVEAT

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the Caveator.
4. The granting of any possessory application with respect to the land in the Torrens Title referred to above.
7. The recording in the Register of a Writ affecting the estate or interest claimed by the Caveator.

ESTATE OR INTEREST CLAIMED

Charge
By virtue of: Agreement

Between DANIELLE AIELLO
And DAMIEN JOSEPH AIELLO

Details Supporting The Claim: Loaned \$150,000 to Registered Proprietor - Loan dated 3/10/2018 signed by both parties

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has a good and valid claim to the estate or interest claimed as specified in this Caveat.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the leave of the Supreme Court.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the written consent of the Registered Proprietor Of Estate or possessory applicant (as applicable) for the purposes of section 74O Real Property Act 1900.

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has provided the correct address of the Registered Proprietor as specified in this Caveat.

SIGNING

Signing Party Role: Receiving

I certify that:

1. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to verify the identity of the caveator.

Party Represented by Subscriber:

DANIELLE AIELLO

Signed By: Noura Assafiri
PEXA Signer Number:60590

Signer Capacity:Practitioner Certifier
Digital Signing Certificate Number:33982

Signed for
Subscriber: NOURA ASSAFIRI ABN 89314560959
ASSAFIRI LAWYERS

Subscriber Capacity:Representative Subscriber
PEXA Subscriber Number:24125
Date: 04/10/2018

Customer Account Number:503391

REQUEST

New South Wales
Real Property Act 1900



AQ775642E

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to require information from you for the establishment and maintenance of the Real Property Register. The Register is made available to any person for search upon payment of a fee, if any.

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

STAMP DUTY

Insert Duties Assessment No. as issued by Revenue NSW Office.

Duties Assessment No.

(B) TORRENS TITLE

1/865818

(C) REGISTERED DEALING

Number

Torrens Title

(D) LODGED BY

Document Collection Box

2540

Name, Address or DX, Telephone, and Customer Account Number if any

Mills Oakley

U/PN: 1279099

CODE

R

Email:

Reference:

BXRS: 324677K

(E) APPLICANT

VENOUS AIELLO

(F) NATURE OF REQUEST

Order 8 made on 2 July 2020 by the Family Court of Australia at Sydney in proceedings no. SYC1071/2017

(G) TEXT OF REQUEST

Registration of Orders made on 2 July 2020 by the Family Court of Australia at Sydney in proceedings no. SYC1071/2017, being Order 8 which restrain the registered proprietor, Damien Joseph Aiello, from dealing with the named property or further encumbering the named property, save for complying with Order 3 made on 2 July 2020 by the Family Court of Australia in proceedings no. SYC1071/2017.

DATE

(H)

Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature:

Signatory's name:

Susan Warda

Signatory's capacity:

Solicitor



(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.

The applicant

certifies that the eNOS data relevant to this dealing has been submitted and stored under

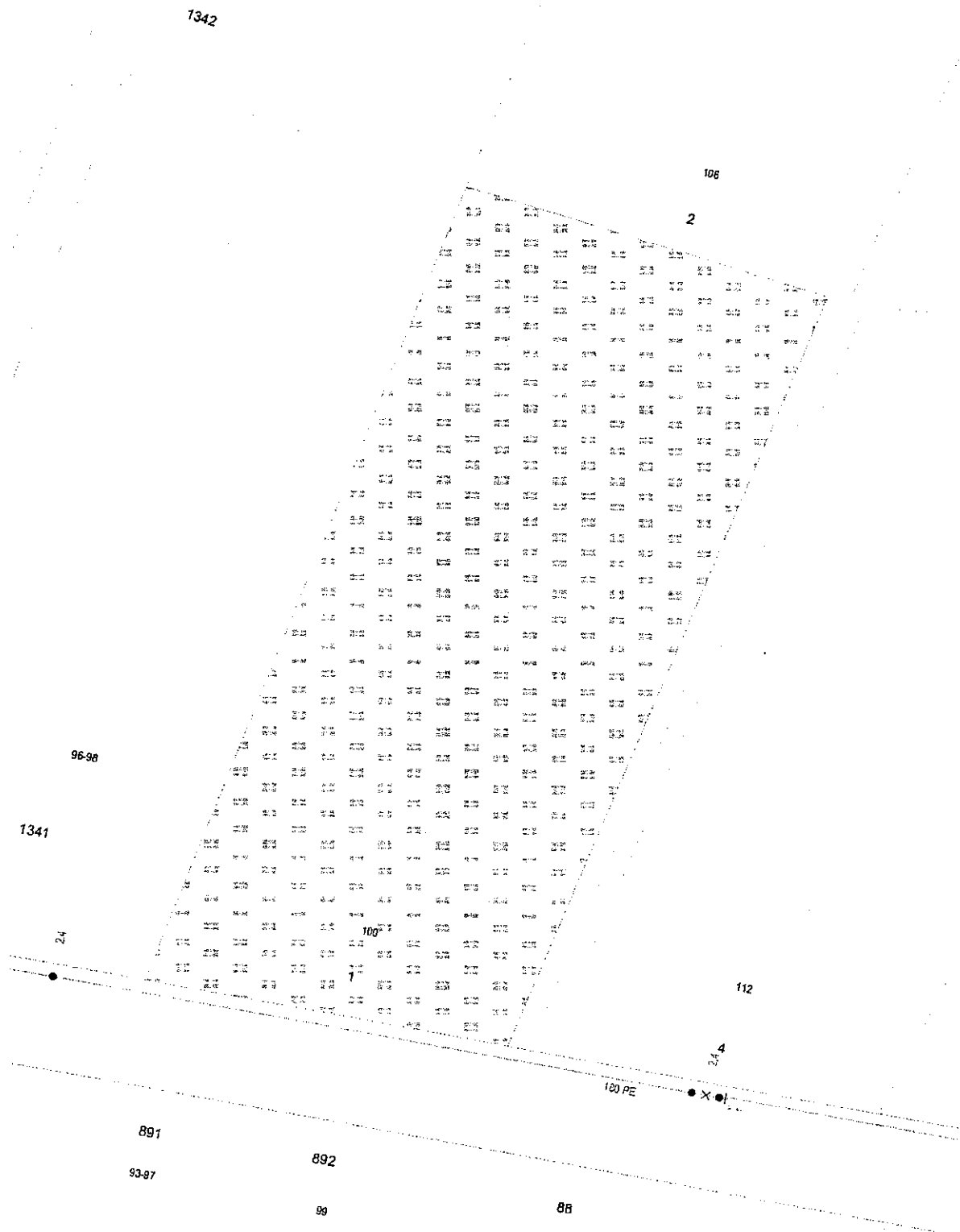
eNOS ID No.

Full name:

Signature:

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation

Service Location Print
Application Number: 8000430655



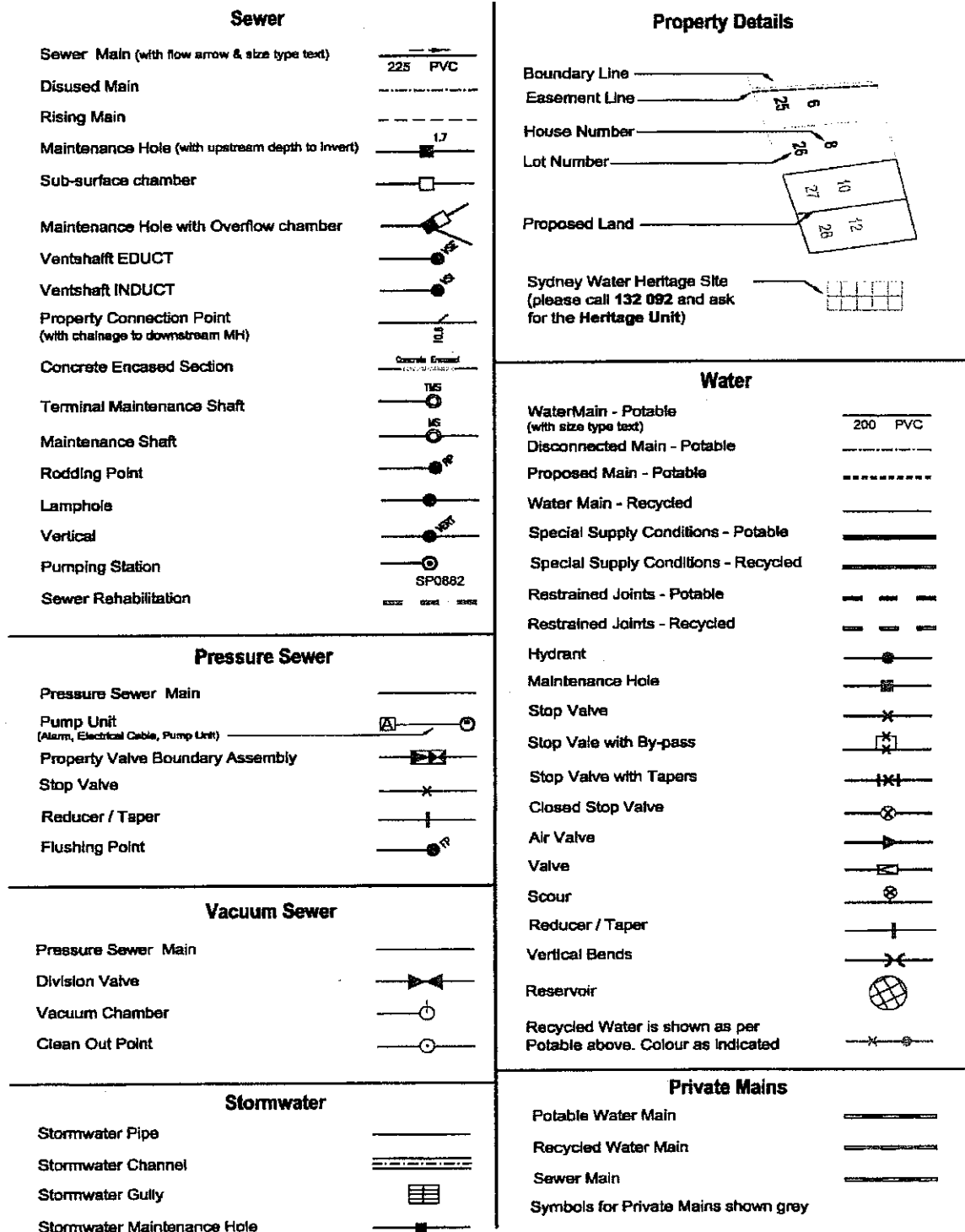
Document generated at 10-02-2021 02:50:55 PM

Disclaimer

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

Asset Information

Legend



Disclaimer

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

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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

10 February 2021

Infotrack Pty Limited

Reference number: 8000430652

Property address: 100 Mount Vernon Rd Mount Vernon NSW 2178

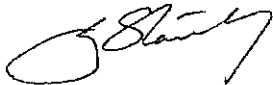
Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Greg Staveley
Manager Business Customers

Application for Development and/or Construction

RECEIVED
29 OCT 2012
PENRITH CITY COUNCIL

Type of Application

Please tick the type/s of applications required

Development Application

Please also nominate below (if applicable)

- | | | | |
|---|--|-------|----------------------|
| <input type="checkbox"/> Designated Development | <input type="checkbox"/> Modification (S96) | DA No | <input type="text"/> |
| <input type="checkbox"/> Integrated Development | <input type="checkbox"/> Extension of Consent | DA No | <input type="text"/> |
| <input type="checkbox"/> Advertised Development | <input type="checkbox"/> Review of Determination | DA No | <input type="text"/> |
| <input type="checkbox"/> Other | | | <input type="text"/> |

Subdivision

Number of lots

- Existing
- Proposed
- Road Yes No

Subdivision Certificate

- Strata
- Land/Torrens Title
- Community Title

Related DA No

Does the Subdivision include works other than a road? Yes No

Construction Certificate

Related DA No

Complying Development Certificate

Please select the Planning Policy you are applying under

- State Environmental Planning Policy (Name and Number)
- Penrith Council Local Environmental Plan (Policy Name)

Install a Sewerage Management System

(Section 68 Local Government Act 1993)

- Aerated (Brand and Model)
- On Site Disposal or Pump Out
- Irrigation Trench Disposal

Other Approvals (Section 68 Local Government Act 1993)

Office Use Only	Receipt Date	Fees Paid
	29/10/12	\$8707.96
Application Number	Receipt Number	
DA12/1114 + CC12/0283	2952075	

Property Details

Location of the proposal.
All details must be provided.

Lot No./Sec No. DP/SP No. Land No (Office Use)

Street No. Street Name

Suburb Post Code

Description of Current and Previous Use/s of the Site

Provide details of the current use of the site and any previous uses.
Eg vacant land, farm dwelling, car park.

Is this use still operating? If no, when did the use cease?
 Yes No

Include all work associated with the application. Eg construction of single dwelling, landscaping, garage, demolition.

Description of the Proposal

Proposed single storey dwelling with swimming pool & garage + studio + DEMOLITION of existing house

Estimated or contract value of the works. Council may request verification through builders quote or by a Quantity Surveyor.

Value of Work Proposed

Must include materials, labour costs and GST. Subdivision applications are to provide details of costs of construction. Major developments are to provide Capital Investment Value (CIV) where required.

All correspondence relating to the application will be directed to the applicant. The applicant may be, but is not necessarily, the owner.

Applicant Details

First Name/s Surname/s

Company Name (if applicable)

Street No. Street Name / PO Box / DX

Suburb Post Code

Contact Phone Number Email Address

Declaration

I declare that all particulars supplied are correct and all information required has been supplied. I also certify that all information supplied digitally/electronically is a true copy of all plans and documents submitted with this application and that electronic data is not corrupted and does not contain any viruses.

Signature/s Date

Owners Details

This must be completed to include details of ALL owners. If there are more than two owners please attach a separate authority.

Owner 1
First Name: Damien Surname: Aiello

Owner 2
First Name: _____ Surname: _____

Postal Address
Street Number: 100 Street Name: Mount Vernon Rd

Suburb: Mount Vernon Post Code: 2178

Contact Phone Number: 0414 861 651 Email Address: damienjaiello@gmail.com

Company Name (if applicable): _____

Name of signatory for company: _____

Position held by signatory: _____

This must be completed to include signatures of ALL owners (see above note). If the property is subject to strata or community title the application must have consent from the Body Corporate.

Owners Consent

As owner/s of the property the subject of this application I/we consent to the application. I/we grant permission for Council Officers to enter the premises for the purpose of assessment of this application and to conduct inspections relative to this application.

Owner 1/Company Signatory
Print: Damien Aiello Signature: [Signature] Date: _____

Owner 2
Print: _____ Signature: _____ Date: _____

Details of any pecuniary interest to be disclosed here.

Pecuniary Interest

Is the applicant an employee of Penrith City Council, or is the application being submitted on behalf of an employee of Penrith City Council?

Yes No

Does the applicant have a relationship to any staff or Councillor of Penrith City Council or is the application being submitted on behalf of someone who has such a relationship?

Yes No

If the answer is yes to any of the above the relationship must be disclosed

All political donations must be disclosed

Political Donations

It is required to disclose the following reportable donations and gifts (if any) made by any person with a financial interest in the application within the period commencing two (2) years before the application is made and ending when the application is determined:

- all reportable donations made to any Councillor of Penrith City Council, and
- all gifts made to any Councillor or employee of Penrith City Council.

If required, a disclosure is to be made in a statement accompanying the relevant application by the person who makes the application. If a further donation or gift is made after the lodgement of the application a further statement is required to be provided within seven days after the donation or gift is made.

Is a disclosure statement required? Yes No
 If yes, has it been attached to the application? Yes No

Privacy Notice

All information contained in your application including plans and supporting documents may be available for public access or disclosure under the Government Information (Public Access) Act 2009 (GIPA) and other legislation.

Acceptance of Application

The form must be completed correctly and all required information and copies of plans/ documents provided before the application can be accepted.

Council will not process applications that are incomplete or non-complying with lodgement requirements. These will not be accepted or may be returned to applicants within fourteen (14) days. A guide to application requirements is contained on the next page. Certain applications may require the submission of additional information not listed in the guide.

(Office Use)

Additional Information required before the application will be accepted

Plans checked OSSM provided ✓
 ✓ By basic certificate not in date
 ✓ No noise report - however addressed in statement
 ✓ No landscaping provided - may be required during assessment
 All above provided 25/10/12 [Signature]

Satisfactory to Lodge? Yes No

Responsible Officer: [Signature] Date: 14/9/12 25/10/12

Submission Requirements

MATRIX OF INFORMATION TO ACCOMPANY APPLICATION (See separate information sheet for meanings of symbols)														
	Residential Dwellings	Alterations or Additions to Residential Dwellings	Garage, Outbuilding, Awning Carport, etc	Farm Building	Swimming Pool	Dual Occupancy	Multi Unit Housing	Commercial / Industrial Building	Alteration and Additions to Commercial / Industrial	Demolition	Subdivision of Land	Septic Tank (Sewage Management)	Advertising Sign	Home Business
Site Plan	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Floor Plans	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Construction Plan	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Section Plan	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Specifications	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Statement of Environmental Effects	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
BASIN	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Shadow Diagrams	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Neighbourhood Impact	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Landscaping	○	○	○	✓	○	✓	✓	✓	○	○	○	✓	○	○
Soil/Soilmark Control	✓	✓	○	○	○	✓	✓	✓	○	○	○	○	○	○
Drainage Plan (Stormwater)	✓	✓	✓	✓	✓	✓	✓	✓	○	○	✓	○	○	○
Drainage Plan (Effluent)	✓	○	○	○	○	○	○	○	○	○	○	○	○	○
Waste Management	✓	○	○	○	○	○	○	○	○	○	○	○	○	○
Construction Schedule	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

The matrix identifies the minimum information (plans and supporting documents) required for the most common types of developments.

- ✓ Indicates this information must be provided.
- ◇ Indicates this additional information must be provided if applying for a Construction Certificate or Complying Development Certificate.
- Indicates this information may also be required (refer to the relevant policies or contact Council for further details before lodging your application).

Requirements for submission of applications, plans and documentation:

- A minimum of 6 complete sets of all plans and documentation.
 - Please fold all plans to A4 size. Rolled plans will not be accepted (originals of subdivision certificates may be rolled).
 - Notification plans are to be A4 size and are to be kept separate from other plans.
 - Notification plans should not include any floor plans that may affect your right to privacy.
 - An electronic copy is also to be provided in PDF format. One file is to be submitted for each document or plan. File names are to include: document name, plan type, description, and number (including version and date). Exemptions from this requirement may apply to proposals of a minor nature. Digital files must be virus free.
- (Where applications for minor development do not provide an electronic copy a scanning fee may apply.)

NB Additional types or copies of plans/documents may be required for major developments. Please contact the Development Services Department on 4732 7991 to confirm documentation required.

Applications for major developments: (including advertised and integrated development). An appointment is required for lodgement of these applications. Please contact the Development Services Duty Planner on 4732 7991 to arrange an appointment for the lodging of your application.

Contact Us

STREET ADDRESS
Penrith City Council
601 High Street
PENRITH NSW 2750

POSTAL ADDRESS
PO Box 60
PENRITH NSW 2751, or
DX 8017 PENRITH

TELEPHONE: (02) 4732 7991
FACSIMILE: (02) 4732 7958
EMAIL: council@penrithcity.nsw.gov.au
WEB: www.penrithcity.nsw.gov.au



PENRITH CITY COUNCIL

Serving Our Community

CONSTRUCTION CERTIFICATE

P E N R I T H C I T Y C O U N C I L

DETAILS OF THE APPLICANT

Name & Address
Damien J Aiello
100-104 Mt Vernon Road
MOUNT VERNON NSW 2178

DETAILS OF THE DEVELOPMENT CONSENT

Development Consent No. DA12/1114
Date Consent was issued 18 January 2013

DETAILS OF THE LAND

Legal Description: Lot 1 DP 865818
Property Address: 100-104 Mt Vernon Road MOUNT VERNON NSW 2178

DECISION OF THE CERTIFYING AUTHORITY

This Certificate is issued without any conditions.

The issue of this Certificate has been endorsed on the stamped approved plans and specifications lodged with the Construction Certificate application.

Date of this Decision 29 April 2013

CERTIFICATION

Penrith City Council certifies that if the work is completed in accordance with the stamped approved plans and specifications accompanying the application for this Certificate, it will comply with the requirements of the Environmental Planning and Assessment Regulations 2000 as referred to in Section 81A(5) of the Environmental Planning and Assessment Act 1979.

Construction Certificate No. CC12/0283
Description of Work Proposed single dwelling, studio & ancillary development
Classification Class 1a, Class 10a and Class 10b
Date of this Certificate 30 April 2013

APPLICANT'S RIGHT OF APPEAL

If the certifying authority is a Council, a Minister or a public authority and the certifying authority has issued the Construction Certificate subject to conditions, you can appeal against these conditions to the Land and Environment Court within 12 months from 30 April 2013.

SIGNATURE

Name	Ian Catto
BPB Accreditation No.	Environmental Health & Building Surveyor
Signature	0979

ADVISORY NOTES

1. Penrith City Council shall be advised, in writing, of the appointment of a Principal Certifying Authority at least two days before the commencement of work on the site.
2. If Penrith City Council is the Principal Certifying Authority, an inspection regime should be obtained from Council relating to your development to ensure that inspections are undertaken for the relevant stage of construction.
3. If you wish Council to issue Compliance Certificates for certain work(s), a separate application to Council and payment of fees is required.



INFORMATION

Mandatory Critical Stage Inspections

This advice has been developed for your information and relates directly to the approved development and the stages during construction that are required to be inspected by the Appointed Principal Certifying Authority.

To undertake construction of your development as approved, you will need to appoint a Principal Certifying Authority. (See the attached blue form). A Principal Certifying Authority may either be Penrith City Council or a private certifier.

If Penrith City Council is nominated as the Principal Certifying Authority for your development, Penrith City Council will need to undertake the following **mandatory critical stage inspections** during the relevant stage of construction.

- After excavation for, and prior to the placement of, any footings (eg piers, pad footings)
- Prior to pouring any in-situ reinforced concrete building element (eg strip footings and slabs)
- Prior to covering of the framework for any floor, wall, roof or other building element. The roof needs to be covered with tiles or sheet material, the external cladding or brickwork needs to be completed and the windows must be fitted prior to the inspection. Council will also require certification for the truss and bracing details and any structural timber or metal beams.
- Prior to covering waterproofing in any wet areas
- Prior to covering any stormwater drainage connections
- Internal and external drainage in non-sewered areas
- Prior to pouring any in-situ reinforced concrete for the swimming pool
- Swimming pool fencing prior to the swimming pool holding any water
- After the building work has been completed and prior to any occupation certificate being issued in relation to the building

If Penrith City Council is required to undertake the critical mandatory inspection, you are requested to contact Council's Development Services Administration on 02 4732 7991, by phone before 4.00pm on the weekday before the inspection is required.

Please note: Inspections are not carried out on weekends.

It should be noted that the failure to request a critical mandatory inspection will prevent Penrith City Council from issuing an Occupation Certificate for the development.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 724363
Your Reference: 20210439-#77775749#
Contact No:

Issue Date: 12 February 2021
Certificate No: 21/00621

Issued to: Infotrack
D X 578
SYDNEY

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND

Parish: MELVILLE

Location: 100-104 Mt Vernon Road MOUNT VERNON NSW 2178

Land Description: Lot 1 DP 865818

- PART 1 PRESCRIBED MATTERS -

In accordance with the provisions of Section 10.7(2) 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.

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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 (Educational 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:

A Planning Proposal seeking an amendment to Penrith Local Environmental Plan 2010 applies to this land.

The Planning Proposal (Penrith Local Environmental Plan 2010 (Review Phase 1)) seeks to align the LEP with the planning priorities set in the Greater Sydney Commission's 'Greater Sydney Region Plan - A Metropolis of Three Cities' and 'Western City District Plan'. It also seeks to respond to immediate outcomes from recent draft planning strategies as well as address minor housekeeping amendments (See www.penrithcity.nsw.gov.au for details)

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 (Infrastructure) 2007 applies to the land.

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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):

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 E4 Environmental Living
(Penrith Local Environmental Plan 2010)**

1 Objectives of zone

- To provide for low-impact residential development in areas with special ecological, scientific or aesthetic values.
- To ensure that residential development does not have an adverse effect on those values.
- To minimise conflict between land uses within the zone and land uses within adjoining zones.
- To ensure land uses are compatible with the available infrastructure, services and facilities and with the environmental capabilities of the land.
- To preserve and improve natural resources through appropriate land management practices.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Environmental protection works; Flood mitigation works; Home-based child care; Home businesses; Home industries; Information and education facilities; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Schools; Secondary dwellings; Tank-based aquaculture

4 Prohibited

Industries; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

Residential development and subdivision prohibited in certain rural, residential and environment protection zones

Under the terms of Clause 4.2A of Penrith Local Environmental Plan 2010 (PLEP 2010) on land within Zone RU1 Primary Production, Zone RU2 Rural Landscape, Zone RU4 Primary Production Small Lots, Zone RU5 Village, Zone R5 Large Lot Residential, Zone E3 Environmental Management or Zone E4 Environmental Living development consent must not be granted for the erection of a dwelling house on a lot resulting from the closure of part or all of a road, whether before or after the commencement of this Plan. This requirement does not apply to a lot created by the consolidation of a lot resulting from a road closure with an adjoining lot that did not result from a road closure.

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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.

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.)

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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.)

***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.

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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.

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.

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(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.

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).

(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

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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.

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 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

The land is not identified as bush fire prone land according to Council records.

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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

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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).

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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 relevant government departments.

10.7(5) Certificate

This Certificate is directed to the following relevant matters affecting the land

When information pursuant to section 10.7(5) is requested the Council is under no obligation to furnish any of the information supplied herein pursuant to that section. Council draws your attention to section 10.7(6) which states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this certificate.

Note:

- Council’s 10.7(5) information does not include development consent or easement information. Details of development consents may be obtained by making enquiries with Council’s Development Services Department pursuant to section 12 of the Local Government Act 1993 or (for development applications lodged after January 2007) by viewing the Online Services area at www.penrithcity.nsw.gov.au . Details of any easements may be obtained from a Title Search at Land and Property Information New South Wales.
- This certificate does not contain information relating to Complying Development Certificates.
- This certificate may not provide full details of development rights over the land.

*** Biodiversity Conservation Act 2016**

When considering any development application Council must have regard to the Biodiversity Conservation Act 2016. Please note that this legislation may have application to any land throughout the city. Interested persons should make their own enquiries in regard to the impact that this legislation could have on this land.

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* Agricultural Activities Within Rural Areas

This property is located in a rural area and there may be certain agricultural activities occurring that some people may find offensive (for example noise, dust and odours). This should be considered if you purchase the subject property or build a dwelling thereon.

If you do purchase the subject property or build a dwelling, the potential impact that your activities (for example pets, inadequate fencing, drainage, litter and poor weed control) might have on the agricultural activities in the area should also be considered.

* Preservation of Trees and Vegetation

See Chapter C2 of Penrith Development Control Plan 2014 for specific controls relating to the preservation of trees and vegetation.

* Dual Occupancy and Secondary Dwellings Controls

See Clause 7.10 of Penrith Local Environmental Plan 2010 for specific controls relating to dual occupancy and secondary dwellings in Zones RU1, RU2, RU4, E3 and E4.

* Development Control Plan General Information

Penrith Development Control Plan 2014 which applies to the land, sets out requirements for a range of issues that apply across the Penrith Local Government Area, including:

- Site Planning and Design Principles
- Vegetation Management
- Water Management
- Land Management
- Waste Management
- Landscape Design
- Culture and Heritage
- Public Domain
- Advertising and Signage
- Transport, Access and Parking
- Subdivision
- Noise and Vibration, and
- Infrastructure and Services.

The Development Control Plan also specifies requirements relating to various types of land uses including:

- Rural Land Uses
- Residential Development
- Commercial and Retail Development, and
- Industrial Development

as well as for a number of specific activities, including child care centres; health consulting rooms; educational establishments; parent friendly amenities; places of public worship; vehicle repair stations; cemeteries, crematoria and funeral homes; extractive industries; and telecommunication facilities.

The Development Control Plan also details requirements relating to key precincts within the Penrith Local Government Area, including:

- Caddens
- Claremont Meadows Stage 2

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- Cranebrook
- Emu Heights
- Emu Plains
- Erskine Business Park
- Glenmore Park
- Kingswood
- Mulgoa Valley
- Orchard Hills
- Penrith
- Penrith Health and Education Precinct
- Riverlink Precinct
- St Clair,
- St Marys / St Marys North, and
- Sydney Science Park.

Penrith Development Control Plan 2014 may be accessed at
<https://www.penrithcity.nsw.gov.au/Building-and-Development/Planning-and-Zoning/Planning-Controls/Development-Control-Plans/>

* This property is subject to restrictions as to user relating to fencing and sewerage and sullage waste disposal. (See Section 88B Instrument).

* **Western Sydney Airport**

The land the subject of this certificate is in the vicinity of the proposed Badgery's Creek airport site and is located within the Australian Noise Exposure Forecast (ANEF) shown on the map in Appendix U of the 1985 draft environmental impact statement for the second Sydney Airport.

The land is affected by the 20 - 25 ANEF.

In regard to land affected by the ANEF Clause 7.9 of Penrith Local Environmental Plan No.2010 states:

"7.9 Development of land in the flight paths of the site reserved for the proposed Second Sydney Airport

- (1) The objective of this clause is to ensure that development in the vicinity of the proposed Badgery's Creek airport site:
 - (a) has regard to the use or potential future use of the site as an airport, and
 - (b) does not hinder or have any other adverse impact on the development or operation of an airport on that site.
- (2) This clause applies to development that:
 - (a) is on land that:
 - (i) is near the proposed Badgery's Creek airport site, and
 - (ii) is in an ANEF contour of 20 or greater, and
 - (b) the consent authority considers is likely to be adversely affected by aircraft noise.
- (3) Before determining a development application for development to which this clause applies, the consent authority:
 - (a) must consider whether the development will result in an increase in the number of dwellings or people affected by aircraft noise, and
 - (b) must consider the location of the development in relation to the criteria set out in Table 2.1 (Building Site Acceptability Based on ANEF Zones) in AS 2021-2000, and

PLANNING CERTIFICATE UNDER SECTION 10.7

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(c) must be satisfied that the development will meet AS 2021-2000 with respect to interior noise levels for the purposes of:

- (i) if the development will be in an ANEF contour of 20 or greater - child care centres, educational establishments, entertainment facilities, hospitals, places of public worship, public administration buildings or residential accommodation, and
- (ii) if the development will be in an ANEF contour of 25 or greater - commercial premises, hostels or hotel or motel accommodation.

(4) In this clause:

ANEF contour means a noise exposure contour shown as an ANEF contour on the map in Appendix U of the draft environmental impact statement for the Second Sydney Airport, copies of which are deposited in the Office of the Council and of the Commonwealth Department of Infrastructure, Transport, Regional Development and Local Government.

AS 2021-2000 means AS 2021-2000, *Acoustics-Aircraft noise intrusion-Building siting and construction.*”

(Note: The Australian Government announced on 15 April 2014 that Badgerys Creek will be the site for a new airport for Western Sydney. On 12 December 2016, the Government announced the approval of the Airport Plan, authorising Stage 1 of the Western Sydney Airport. Stage 1 comprises a single runway and facilities to cater for up to 10 million passengers a year. This approval follows an assessment of the Airport Plan and its Environmental Impact Statement by the Environment Minister. Enquiries regarding the Western Sydney Airport should be made with the Department of Infrastructure and Regional Development. (Website: <http://westernsydneyairport.gov.au>)).

**Warwick Winn
General Manager**

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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.