

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Urban Land &amp; Housing</b> 5 Celebration Drive, Bella Vista NSW 2153 Ph: (02) 9672 6055 M: 0410 454 182 E: <a href="mailto:a.pendleton@ulh.com.au">a.pendleton@ulh.com.au</a> Ref: Aaron Pendleton	
co-agent vendor	<b>Rosalba Didovich &amp; Christie-Lee Didovich</b> 3 Redhaven Street, Caddens NSW 2747	
vendor's solicitor	<b>Clear Conveyancing</b> PO Box 216, Kingswood NSW 2747 (64 Sunflower Drive, Claremont Meadows NSW 2747) Ph: (02) 9833 4980 E: <a href="mailto:lyn@clearconveyancing.net">lyn@clearconveyancing.net</a> Ref: 22/5165	
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	<b>21 MARTIN PLACE FAULCONBRIDGE NSW 2776</b> Registered Plan: Lot 45 in Section 5 of Deposited Plan 8968 Folio Identifier: 45/5/8968	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or 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"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input checked="" type="checkbox"/> smoke alarm <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:	
exclusions		
purchaser		
purchaser's solicitor		
price	\$	
deposit	\$	(10% of the price, unless otherwise stated)
balance	\$	
contract date		(if not stated, the date this contract was made)

Where there is more than one purchaser     JOINT TENANTS  
 tenants in common     in unequal shares, specify: \_\_\_\_\_

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

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

**SIGNING PAGE**

<b>VENDOR</b>	<b>PURCHASER</b>
<p><b>Signed by</b></p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
<b>VENDOR (COMPANY)</b>	<b>PURCHASER (COMPANY)</b>
<p><b>Signed by</b> _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person      Signature of authorised person</p> <p>_____</p> <p>Name of authorised person      Name of authorised person</p> <p>_____</p> <p>Office held      Office held</p>	<p><b>Signed by</b> _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person      Signature of authorised person</p> <p>_____</p> <p>Name of authorised person      Name of authorised person</p> <p>_____</p> <p>Office held      Office held</p>

**Choices**

Vendor agrees to accept a **deposit-bond**  NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4): Pexa

**Manual transaction** (clause 30)  NO  yes  
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

**Land tax** is adjustable  NO  yes  
**GST:** Taxable supply  NO  yes in full  yes to an extent  
 Margin scheme will be used in making the taxable supply  NO  yes

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

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

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

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

**GSTRW payment (GST residential withholding payment) – 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 representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

<p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 59 other document relevant to off the plan contract</p> <p><b>Other</b></p> <p><input type="checkbox"/> 60</p>
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**HOLDER OF STRATA OR COMMUNITY SCHEME 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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
  - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
  - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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 and Environment          Department of Primary Industries          Electricity and gas          Land and 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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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)**

1.1	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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>● the issuer;</li> <li>● the expiry date (if any); and</li> <li>● the amount;</li> </ul>
<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>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic 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>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>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> ;
<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).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

## 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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
- 4.2.2 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.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 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.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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*.

- 4.13 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 –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *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 vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 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.
- 16.4 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
- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

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

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 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;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 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 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 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 s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 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 14.6 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 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

**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 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 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
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 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.
- 30.8 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.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *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.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

### 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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 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.

**ADDITIONAL CONDITIONS RELATING TO THIS CONTRACT**

The terms of the printed Contract to which these additional conditions are annexed shall be read subject to the following. If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail. In the interpretation of this document, words importing the singular number or plural number shall include the plural number and singular number respectively and words importing any gender shall include any other gender. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full

- 1) The property is sold in its present condition and the Purchaser acknowledges that the property is purchased relying on their own knowledge, inspection and inquiries and do not rely on any warranties or representations made by or on behalf of the Vendor.
- 2) Amendments to 'Land – 2022 edition' conditions:
  - a) Clause 7.1.1 is amended by deleting '5%' and replacing with '1%'
  - b) Clause 20.12 is amended to read 'within 7 days after completion only'.
- 3) Without limiting the generality hereof any warranties by or on behalf of the Vendor, express or implied, as to any purpose for which the property or as to any building is or may be erected on the property can be used, are hereby expressly negatively.
- 4) Should either party prior to completion die or become mentally ill, or enter into bankruptcy, or if a Corporation, should any liquidator, receiver or official manager be appointed, then either party may rescind this Contract by notice in writing sent to the solicitor/Conveyancer named as the first mentioned party's solicitor/Conveyancer in this Contract and Clause 19 of the Contract shall apply.
- 5) The Purchaser warrants that they were not introduced to the property by an agent (other than any agent named in this Contract) and the Purchaser hereby indemnifies the Vendor against any claim for commission together with any costs or expenses incurred by the Vendor which arise as a result of a breach of this warranty by the Purchaser. The benefit of this clause shall not merge on completion but shall endure thereafter for the benefit of the Vendor. The vendor warrants that they have not signed an agency agreement with any other real estate agent other than the agent named on the front page of this contract.
- 6) If a Survey of the property is annexed to this Contract, the Purchaser acknowledges having inspected the Survey and agrees that no objection requisition or claim for compensation shall be made on any matter referred to in the Survey.
- 7) Completion of this matter shall take place on or before 5.00 pm within the time provided for in Clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to Complete calling for the defaulting party to complete the matter making the time for completion essential. Such Notice shall give not less than 14 days notice after the day immediately following the day on which that notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. On issuing the Notice to Complete

the issuing party shall also be at liberty to vary or withdraw such Notice to Complete and re-issue another one at anytime.

- 8) If the purchaser does not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after than completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated as Ten percent (10%) p.a. interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion date up to an including the actual date on which this sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.
- 9) Despite any other provision of this agreement, if
  - a) The deposit agreed to be paid (or actually paid) by the purchaser is less than ten per cent (10%) of the purchase price; and
  - b) The vendor becomes entitled to forfeit the deposit actually paid;
  - c) The purchaser will immediately upon demand pay to the vendor the difference between ten per cent of the purchase price and the amount actually paid, to the intent that a full ten per cent of the purchase price is forfeitable by way of deposit upon default.
- 10) The Purchaser acknowledges and agrees, by execution of this Contract, they irrevocably authorise the Vendor's agent to release the deposit to a trust account of a Real Estate, Solicitor or Conveyancer, or to the account of Revenue NSW, such part of the deposit moneys, as required, for the purpose of deposit and/or stamp duty payable on an alternate property being purchased by the Vendor, either solely or with additional parties. Further, the release of deposit is agreed upon at the time of this contract being executed, should the vendor be purchasing a property in either NSW or another state in Australia.
- 11) Notwithstanding anything else contained herein, the parties agree that should the purchasers apply for a S6.25 certificate under *Environmental Planning and Assessment Act 1979* or Building Certificate from Council and Council should list any defects or require any work to be done other than matters justifying a demolition or upgrading order specified in the *Conveyancing (Sale of Land) Regulation 2017*, then the vendors shall not be required to expend monies or carry out such work or rectify such defects.
- 12) The purchaser warrants:
  - a. That the purchaser is not a Foreign Person within the meaning of the Foreign Acquisition & Takeovers Act 1975; or
  - b. That the purchaser is a foreign person with the meaning of the Foreign Acquisition & Takeovers Act 1975 and that the Treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser;
  - c. If the purchaser breaches this clause, the purchaser will be liable to compensate the vendor for loss/es incurred as a result of the breach.
- 13) Guarantee for Corporate Purchaser
  - (a) In consideration of the Vendor contracting with the corporate Purchaser, the Guarantor guarantees to the Vendor the due and punctual payment, by the Purchaser to the Vendor, of all guaranteed money and

- performance by the Purchaser of guaranteed obligations.
- (b) The Guarantor's obligations under this Contract are absolute, unconditional, irrevocable and principal obligations and such obligations may be enforced against the Guarantor without the Vendor first being required to exhaust any remedy against the Purchaser.
  - (c) This guarantee is a continuing guarantee. The liability of the Guarantor under this Contract extends to and is not affected by any circumstance, act or omission which might otherwise affect it at law or in equity.

**14) Completion Date During Christmas Period**

Notwithstanding the completion date shown on the front page of this Contract, neither party will be entitled to require that completion of this Contract take place during the period commencing at 9:00 am on Thursday 22 December 2022 and expiring at 5:00 pm on Tuesday 17 January 2023. For the avoidance of doubt, neither party will be entitled to issue a Notice to Complete requiring completion during this period and during this period, interest pursuant to Clause 8 will not accrue.

**15) State / Condition of Property.**

For the purpose of the Conveyancing (Sale of Land) (Vendor Warranty) Regulation 2005, the Vendor hereby discloses to the purchaser that the property may be deemed 'as a whole' to be uninhabitable, due to the extensive repairs / maintenance required.

And in respect thereof the purchaser is not entitled to make any requisition, objection or claim for compensation or rescind, terminate or delay completion of this Contract because of the matters disclosed.

- 16) The parties agree that if settlement of this matter is delayed as a direct consequence of matters arising from the Coronavirus Pandemic, whether from direct infection to a Vendor or Purchaser or by virtue of a Government directive, then both parties agree:
- i. The affected party or parties may delay for a period of no more than 14 days after the due date for completion of the contract;
  - ii. A notice to complete may not be issued by either party until the expiration of the 14<sup>th</sup> day after the due date of settlement;
  - iii. The vendor cannot claim interest from the purchaser for the 14 day period of delay under this clause;
  - iv. The purchaser cannot make a claim against the vendor for the 14 day delay period; and
  - v. The purchaser must not make any requisition or claim (for compensation or otherwise), rescind or otherwise delay;
  - vi. Completion is to proceed without delay once the issue is resolved;
  - vii. The party requiring the delay is to provide documentary evidence to confirm the delay is a direct result of the Coronavirus pandemic.
- 17) Should there be any discrepancies or contradictions between these Additional Conditions and the standard Clauses of the Contract, then these Additional Conditions shall prevail.



FOLIO: 45/5/8968

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SEARCH DATE	TIME	EDITION NO	DATE
19/10/2022	10:49 AM	7	1/10/2020

LAND

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LOT 45 OF SECTION 5 IN DEPOSITED PLAN 8968  
AT FAULCONBRIDGE  
LOCAL GOVERNMENT AREA BLUE MOUNTAINS  
PARISH OF MAGDALA COUNTY OF COOK  
TITLE DIAGRAM DP8968

FIRST SCHEDULE

-----

ROSALBA DIDOVICH  
CHRISTIE-LEE DIDOVICH  
AS JOINT TENANTS (T AQ441803)

SECOND SCHEDULE (3 NOTIFICATIONS)

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- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 A751853 COVENANT
- 3 AQ441804 MORTGAGE TO AMP BANK LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

A.297006. 12.17.  
Blue Mountains Shire

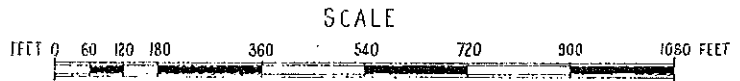
DP 8968 (E)



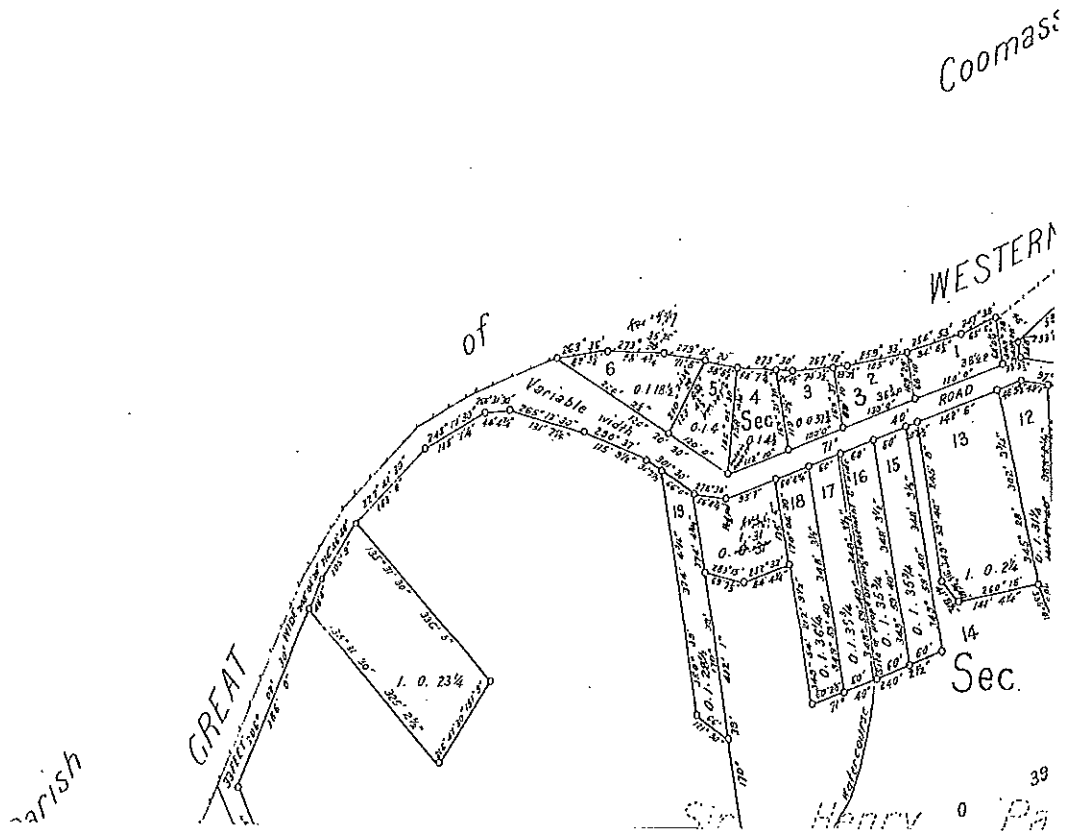
# PLAN

of Subdivision of part Por 19 of 400 ac <sup>and</sup> ~~being~~ part of land show

*Parish of Magdala County of C*



1:10,000

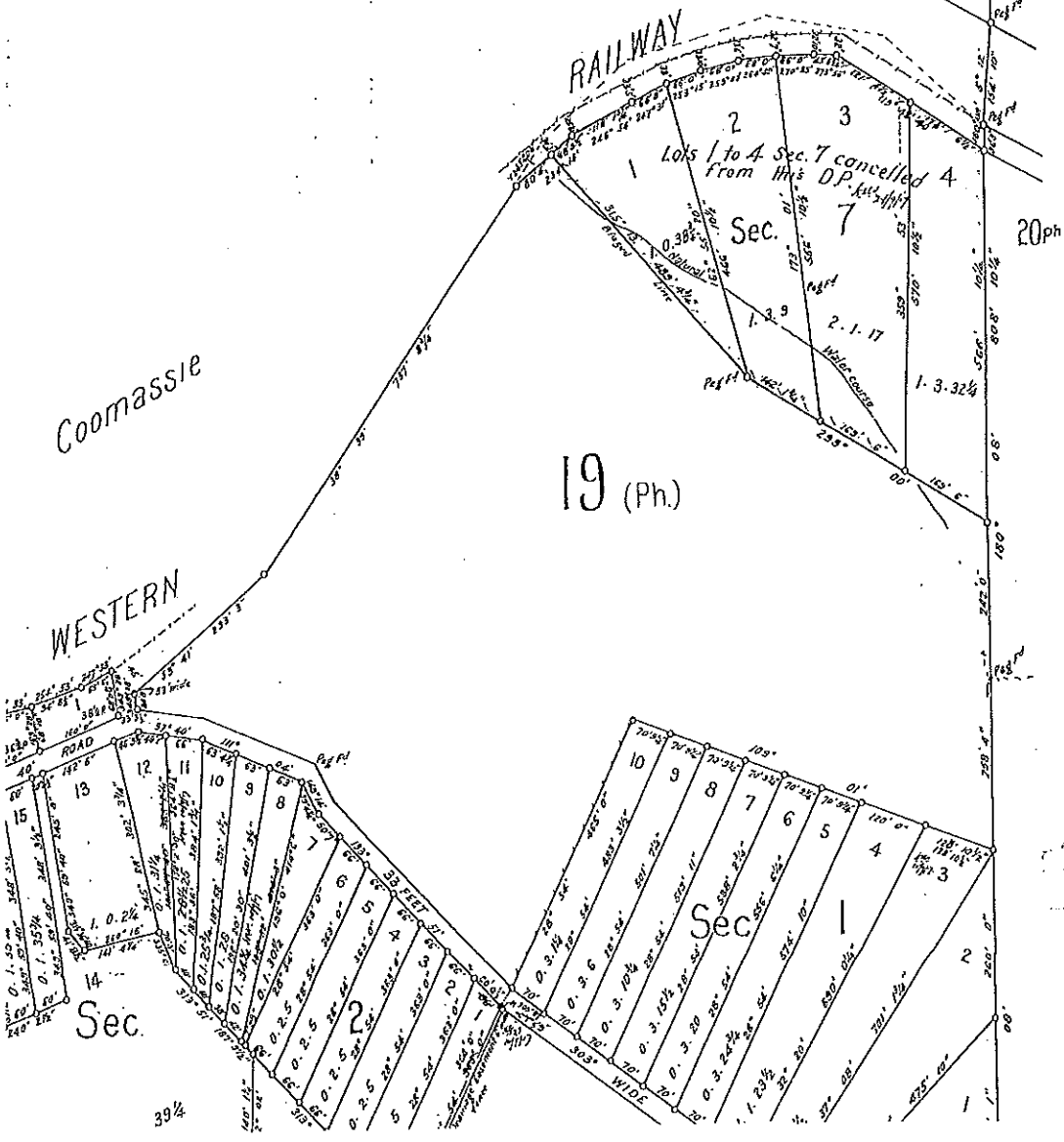


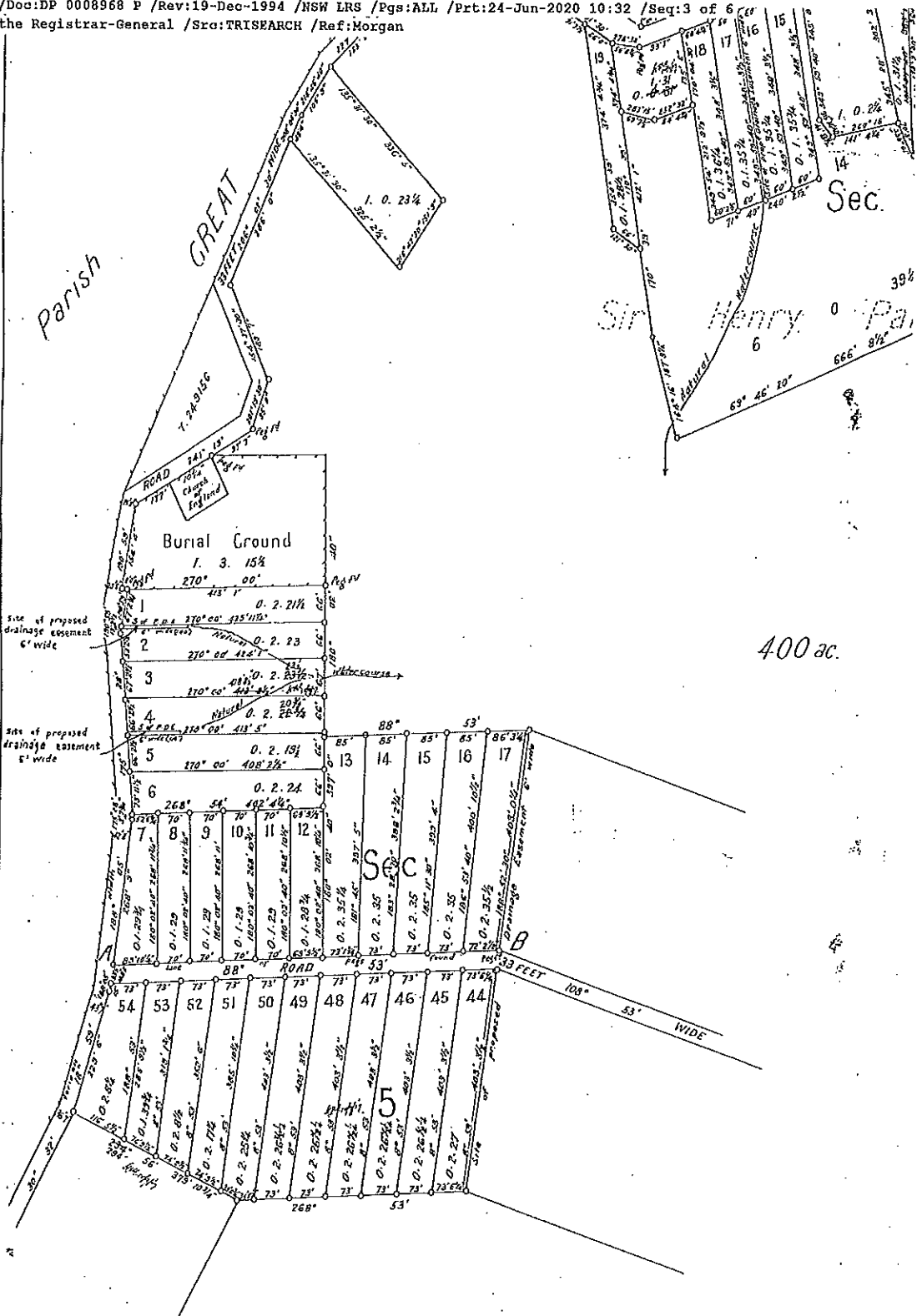
DP8968<sup>(E)</sup>

land shown on DP 625

County of Cook

1080 FEET





Subscribed and declared before me at Sydney  
 this 20<sup>th</sup> day of February 1916

*Geo. W. Lawrence J.P.*

I Henry Newton  
 the Real Proprietor  
 measurements  
 and the survey  
 under my own  
 believing the

**DP8968**

Azimuth taken from A.B.  
 Date of Survey February





REGISTRAR GENERAL'S DEPARTMENT

DP 8358 CONTINUED

REGISTRAR GENERAL'S DEPARTMENT

DP 8359 CONTINUED

REGISTRAR GENERAL'S DEPARTMENT

DP 8368 CONTINUED

FEET	INCHES	METRES
6	-	1.83
5	3	1.905
7	9 1/2	2.375
13	2 1/2	4.025
13	6	4.115
19	0 1/2	4.28
15	-	4.57
16	-	4.875
20	-	6.095
20	1	6.12
20	2 1/2	6.16
23	9 1/2	7.25
24	8	7.32
25	6	7.77
26	4 1/4	8.035
38	3	9.22
30	6 5/8	9.31
32	-	9.755
32	7	9.93
32	10	10.01
35	-	10.05
35	5	10.185
33	6	10.21
33	10	10.31
34	11 1/4	10.65
35	-	10.67
36	3	11.05
38	-	11.58
39	0 3/4	11.905
40	-	12.19
40	1	12.215
41	8 1/2	12.715
42	-	12.8
43	6 3/4	13.28
46	9 1/2	14.26
48	9	14.33
48	9 1/2	14.47
49	1	14.56
50	7	15.12
51	3	15.62
52	6 3/4	16.02
53	2 1/2	16.22
56	8 1/4	17.28
58	8 1/2	17.495
59	4 1/4	18.09
60	-	18.29
60	2 1/2	18.35
60	4 1/4	18.595
63	-	19.2
63	4 1/4	19.31
65	6	19.965
66	-	20.115
66	0 1/2	20.13
66	2 1/2	20.18
67	-	20.42
67	2 1/2	20.485
68	0 1/4	20.735
68	7 3/4	20.925
68	10	20.98
69	7 1/2	21.22
69	9 1/2	21.27
70	-	21.335
70	3	21.41
70	9	21.565
70	9 1/4	21.57
71	8	21.645
72	2 1/2	22.01
73	-	22.25
73	1 3/4	22.295
73	6 1/4	22.41
73	11 1/2	22.54
74	3 1/2	22.545
74	9 1/2	22.795
80	4	24.555
84	4 1/4	25.71
85	-	25.91
86	3 1/4	26.295

FEET	INCHES	METRES
89	3 1/2	27.215
89	10	27.36
89	10 1/4	27.385
90	0 1/4	27.44
93	7	28.525
94	8 1/2	28.665
94	-	28.935
97	7	29.785
98	4 3/4	29.99
99	7	30.355
100	-	30.48
105	-	32.005
105	9	32.235
112	10	34.39
116	5 1/2	35.495
118	1 3/4	36.01
119	9 1/2	36.51
120	-	36.575
121	4 1/2	36.995
123	4 1/2	37.605
124	10 1/2	39.28
130	-	39.625
135	6	41.3
138	1 1/4	42.705
142	1 3/4	43.325
142	6	43.435
151	9	46.255
154	4	47.04
154	10	47.195
154	4 1/4	48.265
160	-	48.77
169	4	51.66
175	6 1/2	52.9
177	-	53.95
177	10 3/4	54.22
187	9 1/2	57.29
189	7	57.78
219	11	67.05
223	9 1/2	68.21
226	2 1/2	68.95
229	6	69.95
236	2 1/2	73.22
242	-	73.76
242	1	73.79
245	4	74.08
258	9	78.74
260	-	79.25
268	9	81.92
264	10 1/4	81.95
268	10 1/2	81.95
268	10 3/4	81.96
268	11	81.97
268	11 1/4	81.97
268	11 3/4	81.98
277	9	84.66
285	9 1/2	87.11
286	-	87.17
286	6	87.33
290	1	88.42
293	3	89.38
302	3 3/4	92.14
302	9	92.15
319	1 3/4	97.28
325	2 1/2	99.12
332	-	101.19
336	5	102.59
348	3 1/2	106.16
352	6	107.44
363	-	110.64
364	-	110.95
374	4 3/4	114.12
384	1 3/4	117.09
385	10 1/4	117.61
392	1 1/2	119.52
397	-	121.01
397	5	121.13
398	2 3/4	121.38

FEET	INCHES	METRES
399	4	121.72
400	10 1/2	122.19
401	5 1/2	122.31
402	3 1/2	122.62
402	4 1/4	122.64
403	0 1/4	122.84
403	3 1/2	122.92
408	2 1/2	124.42
412	1	125.6
413	1	125.91
418	5	126.01
419	4 1/4	126.3
418	8 1/2	127.62
425	11 1/4	129.83
465	-	141.73
466	10 1/2	142.3
475	10	145.03
485	5 1/2	147.51
489	4 3/4	149.17
501	7 1/4	152.89
538	2 3/4	164.05
555	6 1/4	169.63
555	10 1/2	169.74
566	10 1/4	172.78
570	10 1/2	174
574	10	175.21
646	8 1/2	201.21
658	7 3/4	203.0
690	0 1/4	210.32
701	1 3/4	213.71
737	8 3/4	224.86
808	10 1/4	246.54
1020	-	310.9
1038	9	316.61
1100	-	335.28
1105	-	336.8
4488	3 1/2	1366.5
5581	7 1/4	1676.9
5556	6 1/4	1693.6
5574	10	1699.2

AC	RD	P	SQ	M
-	2	35	2909	
-	2	35	1/4	2915
-	2	35	1/2	2921
-	3	1	1/4	3067
-	3	6		3187
-	3	10	3/4	3307
-	3	15	1/2	3427
-	3	20		3541
-	3	25	3/4	3661
1	-	2	1/4	4104
1	-	23	1/4	4635
1	-	32	1/4	4863
1	-	38	3/4	5027
1	1	23	1/2	5635
1	2	2	1/4	6127
1	2	12	1/2	6386
1	3	9		7310
1	3	15	1/2	7474
1	3	32	1/4	7893
2	1	17		9535

AC	RD	P	HA	
6	-	59	1/4	2,527
400	-	-	-	161.9

Endorsement.....  
Certificate.....

MEMORANDUM OF TRANSFER



A751853A

BY MORTGAGEE UNDER POWER OF SALE

(REAL PROPERTY ACT, 1900.)

A751853

FEE SIMPLE.

518531571  
1. Name, occupation, or other designation in full of Mortgagee.

WE GEORGE BOYCE ALLEN of England Gentleman REGINAED CHARLES ALLEN of Sydney Solicitor and ARTHUR WIGRAM ALLEN of Sydney aforesaid Solicitor and HERBERT ALLEN of Sydney aforesaid Solicitor but at present being the Mortgagee under Memorandum of Mortgage No. 90432

ab Name of Registered Proprietor.

dated ninth of February 1885, from<sup>us</sup> Sir Henry Parkes

b If a less estate, strike out "in fee simple," and interline the required alteration.

the registered proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon—in consideration of

c All subsisting encumbrances must be noted hereon. (See page 2).

thirty six pounds

d If the consideration be not pecuniary, alter accordingly.

ten shillings (£ 36.10.0.)

e Name, residence, occupation, or other designation of Transferee in full.

us paid to me by THOMAS BROWN of Sydney aforesaid Accountant

f If a minor, state of what age, and forward certificate or declaration as to date of birth.

we the receipt whereof I hereby acknowledge, and in consideration of the sum of Forty pounds (£40.0.0) paid to the said Thomas Brown by William Sidney Sheaves of Sydney aforesaid Contractor (the receipt whereof the said Thomas Brown doth hereby acknowledge) in exercise of our power of sale as such Mortgagees hereby at the request and by the direction of the said Thomas Brown (testified by his execution hereof) transfer to the said William Sidney Sheaves

g If to two or more Transferees, state whether as joint tenants or tenants in common.

do hereby, in exercise of my power of sale as such Mortgagee, transfer to the said

h Repeat name of Registered Proprietor.

of the said Sir Henry Parkes ALL the Estate and Interest of the said

i Area in acres, roods, or perches.

as such registered proprietor, in ALL THAT piece of land containing

j Parish or town, county.

situate in Parish of Magdala County of Cook

k "The whole" or "part" as the case may be.

being part of the land comprised in Certificate of Title.

l "Crown Grant" or "Certificate of Title."

m Strike out if not appropriate.

dated 24th June 1885 registered Volume 746 Folio 39  
And being Lots 44 and 45 of Section five on Deposited Plan number 8968  
~~RESERVING NEVERTHELESS~~ to the Transferrors their heirs executors admin-  
istrators and assigns full and free right of drainage over and through the strip of land six feet wide running through said Lot forty four as shewn upon the said Deposited Plan TOGETHER with a right for the Transferrors their heirs executors administrators and assigns and any person or corporation authorised by them or any of them at any time or times to construct a drain or drains closed or open of any demension or materials and in any manner they may think fit through the said strip of land and such drain or drains from time to time to enlarge alter repair renew maintain and cleanse AND for such purposes or any of them to enter upon the said strip of land and upon the adjoining land with or without workmen and materials at all reasonable times AND the Transferee DOth HEREBY for himself his heirs executors administrators and transferees or other the registered proprietor for the time being of the land hereby transferred COVENANT AND AGREE with the Transferrer that no fence or any part thereof dividing the land hereby transferred from any adjoining land belonging to the Transferrors shall be erected or maintained on the land hereby transferred without the consent in writing of the Transferrors PROVIDED ALWAYS that such consent shall not be withheld if and shall be given only on condition that such fence is erected and maintained wholly at the expense of the Transferee or the heirs executors administrators or assigns of the Transferee and without creating any liability on the part of the Transferrors in respect thereof AND PROVIDED FURTHER that in favor of any person bona fide dealing with the Transferee or the heirs executors administrators or assigns of the Transferee such consent shall be deemed to [Rule up all blanks before signing.]

These references will suffice, if the whole land in the grant certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description and plan will be required; and may be either embodied in this transfer or annexed thereto with an explanatory prefix:—"as delineated in the plan hereon [or annexed hereto] and described as follows, viz:—"

Any annexe must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

Any provision in addition to, or modification of the covenants implied by the Act, may also be inserted.

The form when filled in should be ruled up so that no additions are possible.

\* No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted

Handwritten signature and date: 24/11/85

the particulars will suffice.

have been given in respect of any such fence for the time being erected such person shall not be bound to enquire whether there has been any antecedent breach of the foregoing condition.

THE benefit of the foregoing fencing covenant shall be appurtenant to the lands of the Transferrors adjoining the land hereby transferred shall only remain appurtenant until such adjoining lands are transferred by the Transferrors and the land hereby transferred shall be subject to the burden of such covenant. Furthermore the persons by or with whose consent said fencing covenant may be released varied or modified are the registered proprietors for the time being of the lands to which the benefit of the covenant is for the time being appurtenant AND the Registrar General is hereby requested by both the Transferrors and Transferee to note the foregoing covenants upon the Certificate of Title to be issued to the Transferee for the land hereby transferred

MEMORANDUM OF ENCUMBRANCES ETC REFERRED TO.

[Rule up all blanks before signing.]

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferrer is known, no further authentication is required. Otherwise the Attestation witness must appear before one of the above functionaries to make a declaration in the annexed form.

This applies to instruments signed within the State.

If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.

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

n Repeat attestation for additional parties if required.

IN WITNESS whereof I have hereunto subscribed my name at Sydney the twentieth day of October in the year of our Lord one thousand nine hundred and twenty one

Signed in my presence by the said GEORGE BOYCE ALLEN by his Attorney ARTHUR WIGRAM ALLEN who is personally known to me.

*Leslie Wallace*  
*Comptroller Sydney*

Signed in my presence by the said REGINALD CHARLES ALLEN who is personally known to me

*Leslie Wallace*

SIGNED in my presence by the said ARTHUR WIGRAM ALLEN who is personally known to me

*Leslie Wallace*

SIGNED in my presence by the said HERBERT ALLEN by his Attorney ARTHUR WIGRAM ALLEN who is personally known to me

*Leslie Wallace*

SIGNED in my presence by the said THOMAS BROWN who is personally known to me

*Leslie Wallace*

*G. Boyce Allen*  
*by his attorney*  
*A. Wigram Allen*  
Transferrer.\*

*Reginald Charles Allen*

*Arthur Wigram Allen*

*Herbert Allen*  
*by his attorney*  
*A. Wigram Allen*

*Thomas Brown*

\* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

A 751853

WE REGINALD CHARLES ALLEN and ARTHUR WIGRAM ALLEN both of Sydney in the State of New South Wales Solicitors do solemnly and sincerely declare as follows:-

1. WE ARE two of the Trustees of the Will of the late Sir George Wigram Allen .

2. DEFAULT has been made under Memorandum of Mortgage dated the ninth day of February One thousand eight hundred and eighty five from Sir Henry Parkes to Sir George Wigram Allen Registered Number 90432 and such default still continues.

3. THE Trustees of the Will of the said Sir George Wigram Allen deceased have been for many years and still are in possession of the property comprised in the said Memorandum of Mortgage.

AND We make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

DECLARED by the said REGINALD CHARLES ALLEN at Sydney this 26<sup>th</sup> day of October 1921 Before me.

*H. S. Gunning*

DECLARED by the said ARTHUR WIGRAM ALLEN at Sydney this Twentieth day of October 1921 Before me.

*Reginald A. Allen*

*Reginald A. Allen*

*Arthur Wigram Allen*

DECLARATION

BY

R.C. and A.W. ALLEN

---

Allen, Allen & Hensley

in ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferree, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said  
WILLIAM SIDNEY SHEAVES  
WHO IS PERSONALLY KNOWN TO ME  
*Leslie Wallace*

*W. S. Sheaves*  
Transferree.

(\*The above may be signed by the Solicitor or Conveyancer when the signature of Transferree cannot be procured. See note "p" in margin).  
N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also to damages recoverable by parties injured.

I ARTHUR WIGRAM ALLEN of Sydney in the State of New South Wales Solicitor do hereby state as follows;—

1. I AM one of the Attorneys named in and appointed by a Deed Poll or Power of Attorney dated the fourteenth day of February one thousand nine hundred and twelve given under the hand and seal of Herbert Allen of Sydney aforesaid Solicitor an attested copy of which Power of Attorney is lodged at the Land Titles Office Sydney and numbered 8224.
2. THE said Power of Attorney of the fourteenth day of February One thousand nine hundred and twelve has been revived by a deed under the hand and seal of the said Herbert Allen dated the thirteenth day of March One thousand nine hundred and nineteen endorsed on the said Power of Attorney an attested copy of which deed is lodged at the Land Titles Office and numbered 11489.
3. I HAVE not since the said Power of Attorney was revived as aforesaid received any notice of the revocation of the said Power of Attorney either by the death of the said Herbert Allen or by any other means whatever and I believe the same to be in full force and effect.
4. I HAVE executed the within Transfer under and by virtue of the said Power of Attorney;

~~IN WITNESS~~ Declaration of Default (by Mortgagee) up to date of Transfer must be furnished.

IN WITNESS whereof I have hereunto subscribed my name at Sydney this *fourteenth* day of *October*. One thousand nine hundred and twenty one  
SIGNED in my presence by the said ARTHUR WIGRAM ALLEN who is personally known to me  
*Leslie Wallace*

*Arthur Wigram Allen*

I ARTHUR WIGRAM ALLEN of Sydney in the State of New South Wales Solicitor do hereby state as follows;—

1. I AM one of the Attorneys named in and appointed by a Power of Attorney dated the twenty fifth day of May One thousand nine hundred and six given under the hand and seal of George Boyce Allen of England Gentleman an attested copy of which Power of Attorney is lodged at the Land Titles Office Sydney and numbered 6288
2. I HAVE NOT received any notice of the revocation of the said Power of Attorney either by the death of the said George Boyce Allen or by any other means and I believe the same to be in full force and effect.
3. I HAVE executed the within Transfer under and by virtue of the said Power of Attorney.

IN WITNESS whereof I have hereunto subscribed my name at Sydney this *fourteenth* day of *October*. One thousand nine hundred and twenty one.

SIGNED in my presence by the said ARTHUR WIGRAM ALLEN who is personally known to me

*Leslie Wallace*

*Arthur Wigram Allen*

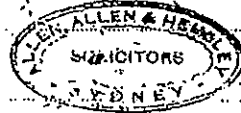
FORM OF DECLARATION BY ATTESTING WITNESS.

- r May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits.
- s Not required if the instrument itself be made or acknowledged before one of these parties.
- t Name of witness and residence.
- u Name of Transferor.
- v Registrar-General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

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

*Lots 444 & 445 Sec 5 DP 8968  
 at Faulconbridge, Shire of Blue Mountains  
 P. Magdala Co. Coors*

(Name)



(Address)

*(Reserving Drainage Easement  
 and Subject to Covenant)*

**A 751853**

Transferor

*William Sidney Sheaves*

Transferee

Particulars entered in the Register Book,

Volume *746* Folio *39*

the *12<sup>th</sup>* day of *November*, 19*21*  
 at \_\_\_\_\_ minutes \_\_\_\_\_ o'clock  
 in the *fore* noon.

*W. Sheaves*  
 REGISTRAR GENERAL

**INDEXED**

	DATE	INITIALS
SENT TO SURVEY BRANCH	4.11.21	SM
RECEIVED FROM RECORDS	4 NOV 1921	SM
DRAFT WRITTEN	7.11.21	SM
DRAFT EXAMINED	10.11.21	SM
DIAGRAM COMPLETE	10.11.21	SM
DIAGRAM EXAMINED	10.11.21	SM
DRAFT FORWARDED	10.11.21	SM
SENT TO RECORDS		
RECEIVED FROM RECORDS		
DIAGRAM ENCLOSED		
NO. OF ENGROSSERS	15 NOV 1921	SM
REGISTRAR GENERAL		

VOL. **3251** FOL. **8**

*Handwritten signature and initials*

*2 folios to pay*

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

No transfer can be registered until the fees are paid.  
 If a part only of the land is transferred, and it is desired to have a Certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20% of the fee on this expense. If it be intended to make several Transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of title.  
 Tenants in common must receive separate Certificates. 20% will be required for each additional Certificate.  
 The fees on transfer are 10s. and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1874, the purchaser is not compelled to take out a Certificate of title if the whole of the land is transferred, and he may have the original title returned to him, with a Memorial of his transfer endorsed thereon, at a cost of 10s. only.  
 The transfer is complete from the moment it is recorded.  
 Certificates will only be delivered on personal application of Purchasers or their Collectors, or upon an order attested before a Magistrate.  
 ALL LANDS GRANTED FROM THE CROWN SINCE 1ST JANUARY, 1863, ARE, *ipso facto*, UNDER THE PROVISIONS OF THE REAL PROPERTY ACT, AND MUST BE DEALT WITH IN THE FORMS PRESCRIBED BY THAT ACT.



Certificate No. 22/93130

Clear Conveyancing  
PO Box 995  
ST MARYS NSW 1790

(02) 4780 5000

## PLANNING CERTIFICATE ISSUED UNDER SECTION 10.7

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979, AS AMENDED

Your Ref: 22/5165:25677

**LAND DESCRIPTION:** L 45 Sec. 5 DP 8968  
21 Martin Place, FAULCONBRIDGE NSW 2776

### INFORMATION PURSUANT TO SECTION 10.7 (2) OF THE ACT

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#### 1 Names of relevant planning instruments and development control plans

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

**Blue Mountains Local Environmental Plan 2015 Published 21/12/15  
(Commenced 15/2/16).**

**Blue Mountains Local Environmental Plan LEP 2015 – Amendment 11  
Published 19/3/2021**

**Blue Mountains Local Environmental Plan 2015 – Amendment 4  
Published 3/11/17**

**State Environmental Planning Policy No 65—Design Quality of  
Residential Apartment Development,**

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

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

**State Environmental Planning Policy (Housing) 2021**  
– Chapter 2 - Affordable housing

- Chapter 3 - Diverse housing
- State Environmental Planning Policy (Primary Production) 2021**
  - Chapter 2 - Primary production and rural development
- State Environmental Planning Policy (Resources and Energy) 2021**
  - Chapter 2 - Mining, petroleum production and extractive industries
- State Environmental Planning Policy (Resilience and Hazards) 2021**
  - Chapter 3 - Hazardous and offensive development
  - Chapter 4 - Remediation of land
- State Environmental Planning Policy (Industry and Employment) 2021**
  - Chapter 3 - Advertising and signage
- State Environmental Planning Policy (Transport and Infrastructure) 2021**
  - Chapter 2 - Infrastructure
  - Chapter 3 - Educational establishments and child care facilities
  - Chapter 4 - Major infrastructure corridors
- State Environmental Planning Policy (Biodiversity and Conservation) 2021**
  - Chapter 2 - Vegetation in non-rural areas
  - Chapter 4 - Koala habitat protection 2021
  - Chapter 7 - Canal estate development
  - Chapter 8 - Sydney drinking water catchment
  - Chapter 9 - Hawkesbury-Nepean River
- State Environmental Planning Policy (Planning Systems) 2021**
  - Chapter 2 - State and regional development
  - Chapter 4 - Concurrences and consents
- State Environmental Planning Policy (Precincts—Western Parkland City) 2021**
  - Chapter 2 - State significant precincts
  - Chapter 4 - Western Sydney Aerotropolis
- Blue Mountains Development Control Plan 2015.**

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

**Draft Blue Mountains Local Environmental Plan 2015 (Amendment 13A) (Exhibited 29/6/2022 to 5/8/2022).**

**Amendment to State Environmental Planning Policy (Infrastructure) 2007 – Changes to landscape rehydration infrastructure planning rules (Exhibited 20/12/2021 to 28/02/2022)**

**Amendment to SEPP (Infrastructure) 2007 and related amendment to SEPP (Educational Establishments and Child Care Facilities) 2017 (Exhibited 15/12/2021 to 11/02/2022)**

**Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 - Fun SEPP - Proposed changes to support outdoor dining, artisan food and drink premises, events, and small live music or arts venues (Exhibited 29/10/2021 – 22/11/2021)**

**Amendment to State Environmental Planning Policy (Infrastructure) 2007 – Health Services Facilities (Exhibited 20/11/2020 to 17/12/2020)**

**Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 – Limited Local Character Area exclusion from the Low Rise Housing Diversity Code (Exhibited 12/11/2020 to 29/1/2021)**

**State Environmental Planning Policy (State and Regional Development) 2011 – Water Treatment Facilities Amendment (Exhibited 2/3/2020 to 16/3/2020)**

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
  - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) In this section—  
***proposed environmental planning instrument*** means a draft environmental planning instrument and includes a planning proposal for a local environmental plan

## **2 Zoning and land use under relevant planning instruments**

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

- (a) the identity of the zone, whether by reference to—
- (i) a name, such as “Residential Zone” or “Heritage Area”, or
  - (ii) a number, such as “Zone No 2 (a)”,
- the following local environmental plan and zone apply:

**LEP 2015**

**Part C4 - Environmental Living**

**Part C2 - Environmental Conservation**

**NOTE (This note is only in regard to Current Zones of B1, B2, B7, IN1 & IN2):**

The Department of Planning and Environment are replacing the Business and Industrial zones in local environmental plans to introduce new employment zones. The translation is on exhibition from 31 May 2022 to 12 July 2022.

To have your say, you can:

1. Read the **explanation of intended effect (EIE)** which outlines the proposed translation approach.
2. Use the **searchable web tool** displays translation summary, current and proposed zone and the land use tables for each zone for land covered in this public exhibition. Feedback should be provided within this tool so that it is focused on the proposed changes

- the following environmental planning instrument and general provision apply:

**LEP 2015**

- **Protected Area - Slope Constraint Area (Clause 6.4)**
- **Maximum Height of Buildings 8 metres (Clause 4.3)**
- **Minimum Subdivision Lot Size – U2 - 1200m<sup>2</sup> (Clause 4.1)**
- **Cluster Housing – Area G: 8/ha (Clause 4.1F)**

- the following draft environmental planning instrument and proposed zone/general provision/s apply:

**N/A**

**Note:**

The Local Environmental Plans for the above zones and provisions can be viewed on Council's Website in the following link:

<https://www.bmcc.nsw.gov.au/planning-rules/development-controls-for-land-zoned-under-lep-2015>

Provisions relating to environmentally sensitive land, ecological buffer area, riparian land and watercourses refer to both mapped and unmapped environmental attributes. Should these provisions not be identified in this certificate they may nonetheless be applicable following site analysis and development assessment.

Should the property identified in this certificate be subject to one or more zones and or provisions under the relevant Local Environmental Plan, you should initially ascertain the location and extent of the relevant zone and or provisions either by visiting Council's website or by viewing the relevant zoning maps at Council's Business & Information Centres at Katoomba or Springwood.

Confirmation of the location or extent of the relevant zone/provision can be provided by Council through the purchase of a certified copy of the relevant map under Section 10.8(2) of the Environmental Planning and Assessment Act, the fee for which is prescribed under Clause 268 of the Environmental Planning and Assessment Regulation 2021.

- (b) the purposes for which development in the zone—

- (i) may be carried out without development consent, and

**C4 - Environmental Living**

**Environmental protection works; Home businesses; Home occupations**

**C2 - Environmental Conservation**

**Environmental protection works; Home occupations**

- (ii) may not be carried out except with development consent, and

**C4 - Environmental Living**

**Bed and breakfast accommodation; Bee keeping; Building identification signs; Business identification signs; Dwelling houses; Eco-tourist facilities; Emergency services facilities; Environmental**

facilities; Flood mitigation works; Home-based child care; Oyster aquaculture; Pond-based aquaculture; Recreation areas; Roads; Secondary dwellings; Tank-based aquaculture; Water storage facilities

**C2 - Environmental Conservation**

**Dwelling houses; Environmental facilities; Flood mitigation works; Oyster aquaculture; Roads**

**Note.** See clause 6.25 for development standards applying to dwelling houses in Zone C2 - Environmental Conservation Environmental Conservation.

- (iii) is prohibited,

**C4 - Environmental Living**

**Industries; Local distribution premises; Service stations; Warehouse or distribution centres; Any other development not specified in subclauses (b) and (c) above.**

**C2 - Environmental Conservation**

**Business premises; Hotel or motel accommodation; Industries; Local distribution premises; Multi dwelling housing; Pond-based aquaculture; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in subclauses (b) and (c) above.**

- (c) whether additional permitted uses apply to the land,

**There is not additional permitted uses applying to the land.**

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

**The land is not affected by provisions prescribing minimum land dimensions for the erection of a dwelling-house.**

- (e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

**The land is not in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.**

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

**The land has not been identified as being within a heritage conservation area and/or Period Housing Area.**

- (g) whether an item of environmental heritage, however described, is located on the land.

**An item of environmental heritage is not situated on the land.**

### 3 Contributions plans

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

#### **Blue Mountains City-wide Local Infrastructure Contributions Plan**

- (2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

**The land is not in a special contributions area under the Act, Division 7.1.**

### 4 Complying development

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—
  - (a) a restriction applies to the land, but it may not apply to all of the land, and
  - (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

**If any of the above sub clauses (1)-(4) apply the response will be detailed under each of the Codes below:**

#### **Housing Code**

**Complying development under this Code may not be carried out on the land, as the land is not in a land use zone permitted for this Code. (See cl 1.6 of the Codes).**

#### **Rural Housing Code**

**Complying development under this Code may not be carried out on the land, as the land is not in a land use zone permitted for this Code. See cl 1.6 of the Codes.**

#### **Low Rise Housing Diversity Code**

**Complying development under this Code may not be carried out on the land, as the land is not in a land use zone permitted for this Code. (See cl 1.6 of the Codes).**

### **Housing Alterations Code**

#### ***Subdivision 1 – Internal alterations***

#### ***Subdivision 2 – External alterations to dwelling houses***

#### ***Subdivision 2A – External alterations to residential accommodation other than dwelling houses***

#### ***Subdivision 3 – Attic Conversions***

Complying development under this Code may be carried out on the part of the land that has a land use zone of C4 - Environmental Living, however complying development on the part of the land that has a land use zone of C2 - Environmental Conservation may not be carried out, as this part of the land is not in a land use zone in which land uses are permitted (see cl 1.6 of the Codes SEPP).

### **General Development Code**

#### ***Subdivision 1 – Bed and breakfast accommodation***

#### ***Subdivision 2 – Home businesses***

Complying development under this Code may be carried out on the part of the land that has a land use zone of C4 - Environmental Living, however complying development on the part of the land that has a land use zone of C2 - Environmental Conservation may not be carried out on the land as the land use for this purpose is not permissible in the land use zone applied to the land. (see cl 1.6 of the Codes SEPP).

#### ***Subdivision 3 – Tents, marquees or booths for community events***

#### ***Subdivision 4 – Stages or platforms for community events***

Complying development under this Code may be carried out on the part of the land that has a land use zone of C2 - Environmental Conservation, however complying development on the part of the land that has a land use zone of C4 - Environmental Living may not be carried out on the land as the land use for this purpose is not permissible in the land use zone applied to the land. (see cl 1.6 of the Codes SEPP)..

#### ***Subdivision 6 – Waterways structures***

Complying development under this Code may not be carried out on the land as the land use for this purpose is not permissible in the land use zone applied to the land. (see cl 1.6 of the Codes SEPP)

### **Industrial and Business Alterations Code**

#### ***Subdivision 1 – Building alterations (internal)***

#### ***Subdivision 4 – Mechanical ventilation systems***

#### ***Subdivision 5 – Shop fronts and awnings***

#### ***Subdivision 6 – Skylights and roof windows***

#### ***Subdivision 9 – Development ancillary to the use of land***

#### ***Subdivision 10 – Earthworks, retaining walls and structural support***

#### ***Subdivision 11 – Driveways, hard stand spaces, pathways and paving***

#### ***Subdivision 11A – Click and collect bays, drive through facilities and goods collection lockers***

#### ***Subdivision 12 – Fences***

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

***Subdivision 7 – Projecting wall signs***

***Subdivision 8 – Freestanding pylon and directory board signs***

Complying development under this Code may not be carried out on the land as the land use for this purpose is not permissible in the land use zone applied to the land. (see cl 1.6 of the Codes SEPP)

**Industrial and Business Buildings Code**

Complying development under this Code may not be carried out on the land, as the land is not in a land use zone permitted for this Code. (See cl 1.6 of the Codes).

**Container Recycling Facilities Code**

Complying development under this Code may not be carried out on the land, as the land is not in a land use zone permitted for this Code. (See cl 1.6 of the Codes).

**Subdivision Code**

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

**Demolition Code**

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

**Fire Safety Code**

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

**NOTE:** The Blue Mountains Local Government Area is not land to which the Greenfield Housing Code and Inland Code applies and therefore is not included in the suite of complying development codes above.

**NOTE:** Complying development provisions are also contained in several other State Environmental Planning Policies and Environmental Planning Instruments. The above responses apply only to the land exemptions for complying development set out in clauses 1.17A(1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP).

The question of whether complying development can be undertaken on the land should be made with further consideration of the Codes SEPP and any other relevant instruments that apply to the land. Further information is available at [www.planning.nsw.gov.au/Assess-and-Regulate/Development-Assessment/Planning-Approval-Pathways/Complying-development](http://www.planning.nsw.gov.au/Assess-and-Regulate/Development-Assessment/Planning-Approval-Pathways/Complying-development) and the Codes SEPP can be viewed and downloaded from the NSW Legislation website:

<https://legislation.nsw.gov.au/view/html/inforce/current/epi-2008-0572>

**5 Exempt development**

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
  - (a) a restriction applies to the land, but it may not apply to all of the land, and
  - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

If any of the above sub clauses (1)-(4) apply the response will be detailed under each of the Codes below:

**General Exempt Development Code**

Exempt development under this Code may be carried out on the land.

**Advertising and Signage Exempt Development Code,**

Exempt development under this Code may be carried out on the land.

**Temporary Uses and Structures Exempt Development Code.**

Exempt development under this Code may be carried out on the land.

NOTE: Exempt development provisions are also contained in several other State Environmental Planning Policies and Environmental Planning Instruments. The above responses apply only to the land exemptions for exempt development set out in clauses 1.16(1)(b1)–(d) and 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP).

The question of whether exempt development can be undertaken on the land should be made with further consideration of the Codes SEPP and any other relevant instruments that apply to the land. Further information is available at [www.planning.nsw.gov.au/Assess-and-Regulate/Development-Assessment/Planning-Approval-Pathways/Exempt-development](http://www.planning.nsw.gov.au/Assess-and-Regulate/Development-Assessment/Planning-Approval-Pathways/Exempt-development) and the Codes SEPP can be viewed and downloaded from the NSW Legislation website: <https://legislation.nsw.gov.au/view/html/inforce/current/epi-2008-0572>

**6 Affected building notices and building product rectification orders**

- (1) Whether the council is aware that—
  - (a) an affected building notice is in force in relation to the land, or  
**There are no affected building notices in force of which the council is aware in respect of the land.**
  - (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or  
**There is not a building product rectification order in force of which the council is aware in respect of the land that has not been fully complied with.**

- (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

**There is not a notice of intention to make a building product rectification order of which the council is aware that has been given in respect of the land and is outstanding.**

- (2) In this section—

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

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

## **7 Land reserved for acquisition**

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

**There is not an environmental planning instrument, or proposed environmental planning instrument that makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act., section 3.15.**

## **8 Road widening and road realignment**

Whether the land is affected by road widening or road realignment under—

- (a) the Roads Act 1993, Part 3, Division 2, or **No.**  
Local Road Widening width:  
State Road Widening width:
- (b) an environmental planning instrument, or **No.**  
Local Road Widening width:  
State and other Road Widening width:
- (c) a resolution of the council. **No.**  
Local Road Widening width:

## **9 Flood related development controls**

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

**The Council does not know.**

***Note: An adopted flood study has been prepared by the Council's external consultants for the catchment in which the land is located in.***

***The Study relates to land or part of land that is located in a catchment that may be wholly or partly affected by the level of the 1:100 year flood within the catchment. However, the Study provides only indicative mapping and does not map the***

**Council's adopted flood planning level (FPL) being the level of the 1:100 year flood plus 500mm. In the absence of both accurate mapping of the 1:100 year flood level and the mapped FPL for the catchment the Council does not know whether its flood related development controls will be applicable.**

**Further information may be obtained by calling the Strategic Infrastructure Projects Engineer on (02) 4780 5000.**

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

**The Council does not know.**

**Note: An adopted flood study has been prepared by the Council's external consultants for the catchment in which the land is located in.**

**The Study relates to land or part of land that is located in a catchment that may be wholly or partly affected by the level of the 1:100 year flood within the catchment. However, the Study provides only indicative mapping and does not map the Council's adopted flood planning level (FPL) being the level of the 1:100 year flood plus 500mm. In the absence of both accurate mapping of the 1:100 year flood level and the mapped FPL for the catchment the Council does not know whether its flood related development controls will be applicable.**

**Further information may be obtained by calling the Strategic Infrastructure Projects Engineer on (02) 4780 5000.**

- (3) In this section—

**flood planning area** has the same meaning as in the Floodplain Development Manual.

**Floodplain Development Manual** means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

**probable maximum flood** has the same meaning as in the Floodplain Development Manual.

## **10 Council and other public authority policies on hazard risk restrictions**

- (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of—

- |                         |           |
|-------------------------|-----------|
| (i) land slip           | <b>NO</b> |
| (ii) bush fire          | <b>NO</b> |
| (iii) tidal inundation  | <b>NO</b> |
| (iv) subsidence         | <b>NO</b> |
| (v) acid sulphate soils | <b>NO</b> |

(vi) contamination **YES\***

\* 'Council has adopted by resolution a policy on contaminated land and potentially contaminated land, which may restrict the development of the land. This policy is implemented when zoning or land use changes are proposed on lands that have previously been used for certain purposes. Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.'  
**(Note: This is a statement of Council's policy only and is not a statement of whether or not the land is contaminated or potentially contaminated. Additional information may be available from Council by obtaining a Section 10.7(5) Planning Certificate.)**

(vii) aircraft noise **NO**

(viii) salinity **NO**

(ix) coastal hazards **NO**

(x) sea level rise **NO**

or another risk, other than flooding—

(xi) unhealthy building land **NO**

(2) In this section—

**adopted policy** means a policy adopted—

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

## 11 Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

**The land is wholly bush fire prone land.**

**Note:** The Council has determined whether the land is bush fire prone land on the basis of the map certified by the Commissioner of the NSW Rural Fire Service on 20 May 2009 for the purpose of s.10.3(2) of *Environmental Planning & Assessment Act 1979*. The map used for this determination was received by Council from the NSW Rural Fire Service on 15 June 2009.

## 12 Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

**As at the date that this Planning Certificate was issued, the property has not been identified on the Loose-fill Asbestos Insulation Register or has not been notified to Council by the NSW Fair Trading that a residential dwelling erected on this land as having been identified of containing loose-fill asbestos ceiling insulation.**

## 13 Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

**The land has not been declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.**

## 14 Paper subdivision information

- (1) The name of a development plan adopted by a relevant authority that—
  - (a) applies to the land, or
  - (b) is proposed to be subject to a ballot.

**There is not a development plan applying to the land or that is proposed to be subject to a ballot.**

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

**There are no subdivision orders applying to the land.**

- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

## 15 Property vegetation plans

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

**There is not a property vegetation plan applying to this land.**

## 16 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

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

**This land is not a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5.**

**NOTE:** For further information contact the BioBanking Team at the Office of Environment and Heritage on:

**Address:** PO Box A290, Sydney South NSW 1232

**Telephone:** 131 555

**Fax:** (02) 9995 6795

**Email:** [biobanking@environment.nsw.gov.au](mailto:biobanking@environment.nsw.gov.au)

**Website:** <http://www.environment.nsw.gov.au/bimsprapp/biobankingpr.aspx>

**Copies of all Biodiversity stewardship agreements including Biobanking agreements are available on the BioBanking Public Register accessible via the BioBanking website listed above.**

## 17 Biodiversity certified land

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

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

**This land is not biodiversity certified land within the meaning of *Biodiversity Conservation Act 2016*, Part 8.**

## 18 Orders under Trees (Disputes Between Neighbours) Act 2006

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

**There are no Orders under Trees (Disputes Between Neighbours) Act 2006 applying to this land.**

**19 Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

- (1) If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.
- (2) In this section—  
**existing coastal protection works** has the same meaning as in the *Local Government Act 1993*, section 553B.

**Note.** Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011

**There are no annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act) given written consent by the owner or previous owners.**

**20 Western Sydney Aerotropolis**

Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is—

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or

**N/A**

- (b) shown on the Lighting Intensity and Wind Shear Map, or

**N/A**

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

**The land is not shown on the Obstacle Limitation Surface Map under the State Environmental Planning Policy (Western Sydney Aerotropolis) 2020**

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

**N/A**

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

**N/A**

**21 Development consent conditions for seniors housing**

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

**There are no conditions of development consent that have been imposed on this land referred to by *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5, section 88(2).**

**22 Site compatibility certificates and development consent conditions for affordable rental housing**

- (1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—
  - (a) the period for which the certificate is current, and
  - (b) that a copy may be obtained from the Department.
- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).
- (3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).
- (4) In this section—  
**former site compatibility certificate** means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

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

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,  
**N/A**
- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,  
**N/A**
- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,  
**N/A**
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,  
**N/A**


- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

**N/A**

**Information is provided only to the extent that Council has been notified by relevant public authorities at the time of issue.**

ROSEMARY DILLON,  
Chief Executive Officer

Per:

A handwritten signature in black ink, consisting of several loops and a horizontal line, positioned to the right of the word 'Per:'.

Date **17/10/2022**



# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

### 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

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

# Sewer Service Diagram

Application Number: 8002024029

## SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF BLUE MOUNTAINS SUBURB OF FAULCONBRIDGE  
 PROPERTY/RATE NO. 4356029 SEWER REF. SHEET NUMBER \_\_\_\_\_

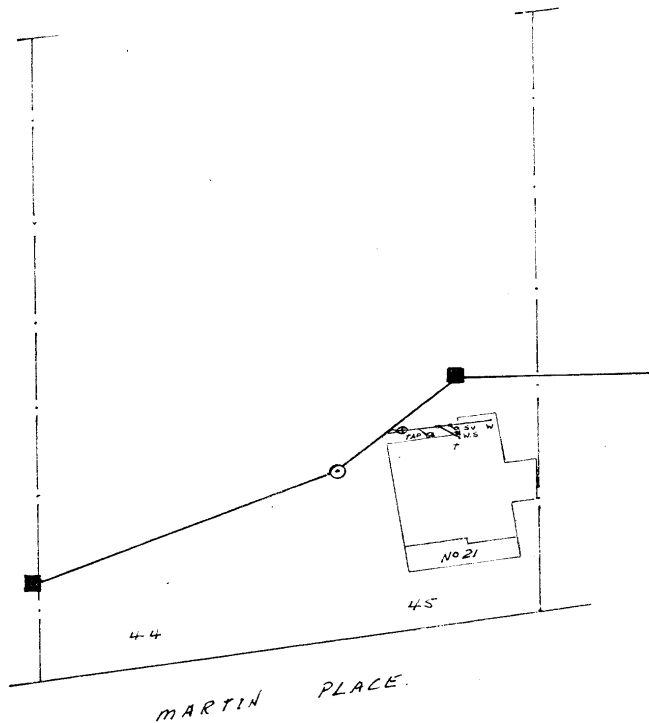
M W S & O B  
 Copy of Diagram No. 3000534  
 Scale 1:500

INDICATES - DRAINAGE FITTINGS		SYMBOLS AND ABBREVIATIONS		INDICATES - PLUMBING FIXTURES & OR FITTINGS		
Chr. Manhole	<input checked="" type="checkbox"/> P	P. Trap	CO	Clear Out	Bid	Bidet
L.H. Chamber	<input checked="" type="checkbox"/> R	Reflex Valve	O V	Vent Pipe	S	Shower
Boundary Trap	<input checked="" type="checkbox"/> Vert.	Cleaning Eye	T	Tubs	DW	Dishwasher
Inspection Shaft	IP	Vertical Pipe	K	Kitchen Sink	F	Floor Waste
Pit	MF	Induct Pipe	W	Water Closet	M	Washing Machine
G Grease Interceptor	Jn.	Mica Flap	B	Bath Waste	BS	Bar Sink
Gully	RP	Junction	H	Handbasin	LS	Lab Sink
		Rodding Point	O SV	Soil Vent Pipe	O WS	Waste Stack

**SEWER AVAILABLE**

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the land's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at the Board's Business Offices (Section 33 Of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the lines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in location and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

**JTE:** This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By Law 8, Clause 3).



CONNECTION POINT Depth \_\_\_\_\_ m  
 Junction 5.3 m  
 \_\_\_\_\_ S/L \_\_\_\_\_ m from DS/  Manhole  
 Inlet into Manhole \_\_\_\_\_

Connection Date: 16.1.4.1992

\_\_\_\_\_  
 For Regional Manager

**Disclaimer**

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.