

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>VICTORY LEASE PTY LTD</b> 606/1-5 Railway Street, Chatswood NSW 2067	Phone: 02 9884 8969
co-agent		
vendor	<b>Rong Wang</b>	
vendor's solicitor	<b>APO Conveyancing</b> Shop 1, 168 Liverpool Road, Ashfield NSW 2131 Email: <b>INFO@APOCONVEYANCING.COM</b>	Phone: 0426 264 533 Ref: ZZ:2401328
date for completion	<b>42nd day after the contract date</b> (clause 15)	
land (address, plan details and title reference)	<b>23 Antonia Parade, Schofields NSW 2762</b> <b>Lot 68 in Deposited Plan 1204556</b> <b>Folio Identifier 68/1204556</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
attached copies	<input checked="" type="checkbox"/> HOUSE <input checked="" 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:	
	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" 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 checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <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

VENDOR	PURCHASER
<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>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<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</p> <p>_____</p> <p>Signature of authorised person</p>   <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p>   <p>_____</p> <p>Office held</p> <p>_____</p> <p>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</p> <p>_____</p> <p>Signature of authorised person</p>   <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p>   <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>

### Choices

Vendor agrees to accept a **deposit-bond**  NO  yes  
**Nominated Electronic Lodgement 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 an **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

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

**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:
 

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. 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 <i>served</i> 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</i> by a <i>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.

23 ANTONIA PDE, SCHOFIELDS 2762

## SPECIAL CONDITIONS

Vendor: Rong Wang

Purchaser:

Guarantors:

Property: 23 Antonia Parade, Schofields NSW 2762

These are the Special Conditions mentioned and referred to in the Contract for Sale of Land dated \_\_/\_\_/\_\_\_\_

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### 32. DEFINITIONS & INTERPRETATION

For the purposes of these Special Conditions, the word:

- a. **claim(s)** means any claims (whether for compensation or otherwise) including actions, suits, causes of action (including any claim for costs), arbitrations, monies, debts, dues, costs, demands, verdicts, rights and judgments, either at law or in equity, whether arising by negligence or otherwise, or arising under the provisions of any statute;
- b. **loss** means and includes losses, damages, cost, interest, fine, penalty, expense, judgment or order;
- c. **related to** or **in relation to** includes arising out of, incidental to or in any way connected with;
- d. **include** (in any form) does not limit the meaning of words or any list or items following.

### 33. VARIATIONS TO CONTRACT

The standard printed conditions to the 2022 Contract are amended by:

- a. Clause 2.4: deleting the words "by giving cash (up to \$2,000) to the depositor";
- b. Clause 6.2: deleted;
- c. Clause 7.1.1: deleting the words "5% of the price" and replacing these words with "One Dollar (\$1.00)";
- d. Clause 8.1.1: deleting the words "on reasonable grounds";
- e. Clause 12: insert the following at the end of the clause: 'In this clause *certificate* does not include a building information certificate or building certificate under any legislation. The purchaser must not apply for a building information certificate or building certificate under any legislation without the prior written consent of the vendor.';
- f. Clause 14.2.2: deleted;
- g. Clause 14.4.2: deleted;
- h. Clause 14.5: deleted;
- i. Clause 18: inserting the following provision "18.8 The Purchaser cannot make any claim or requisition, delay completion or rescind the contract after entering into possession of the property";
- j. Clause 20.6: adding the following provision – "Clause 20.6.9 Served if it is sent by email to the party or party's solicitors, which is deemed received by the other party on the date shown on the email."
- k. Clause 23.6.1: deleted and is replaced with, "23.6.1 Then the Vendor is liable for any said contribution that is due before the date of the contract, but if the said contribution is payable by instalments then the Vendor is only liable for any instalment(s) due before the date of the contract and the Purchaser shall be liable for any instalment(s) due after the date of the contract; and".

- l. Clause 23.9.1: deleted;
- m. Clause 23.13: deleting the word "Vendor" and replacing with "Purchaser";
- n. Clause 23.14: deleting the first word "Purchaser" and replacing with "Vendor";
- o. Clause 23.17.1: deleting the word "must immediately" and replacing with "may";
- p. Clause 24.1: deleted;
- q. Clause 24.4.3: deleted "at least 2 business days before the date for completion";
- r. Clause 30: all "settlement cheque" deleted and replaced by "bank cheque";

#### 34. CONDITION OF PROPERTY

- a. Prior to signing this contract the Purchaser has been given an opportunity to conduct its own inspections/enquiries/investigations/surveys ("**Enquiries**") of the Property and has either made enquiries relating to the Property or decided (based on its own enquiry and independent advice) not to make enquiries in relation to the Property. A reference to "**the Property**" in these special conditions includes all improvements, inclusions and services.
- b. The Purchaser warrants that in entering into this contract the Purchaser has not relied on any warranty or representation made by the Vendor or anyone representing the Vendor as to:
  - i. the Property (including the nature, quality, state of repair and condition);
  - ii. the area in which the Property is located;
  - iii. the suitability of the Property and improvements for use, purpose or development;
  - iv. the rights and privileges attaching to or affecting the Property;
  - v. accretion and/or erosion matters or issues;
  - vi. the presence or condition of any party/common wall or retaining wall;
  - vii. contamination and/or remediation matters or issues; or
  - viii. any other matters having or which may have effect (beneficial or otherwise) on the Property or the yield from the Property,

other than those that are expressly herein contained under this contract.
- c. The Purchaser accepts the Property in its present state of repair and condition and subject to all faults and defects (whether latent or patent), and shall not be entitled to make any objection, requisition or claim or to delay or refuse completion or to rescind this Contract, by reason of the state of repair or condition of or any defect in the Property, or any of the matters in subclause (b) above.
- d. The Purchaser further warrants it has relied entirely on its own enquiries relating to the Property made by or on behalf of the Purchaser and that it has sought independent legal and financial advice on and is satisfied as to the obligations and rights of the Purchaser under this Contract.
- e. The Purchaser warrants that neither the Vendor nor anyone on behalf of the Vendor makes any representation or warranty upon which the Purchaser relies as to the fitness or suitability for any particular purpose or otherwise in respect of the Property; or any financial return or income to be derived from the Property; or any redevelopment possibility or potential. The Purchaser has made its own enquiries and has satisfied itself in this regard. The Purchaser shall not be entitled to make any objection, requisition or claim or to delay or refuse completion or to rescind this Contract by reason of the above matters.
- f. The Purchaser has made its own enquiries and has satisfied itself in relation to any environmental/contamination issues including but not limited to breaches of any environmental legislation, regulation or ordinance, leakage from any underground tanks or the presence of any contaminants on the Property and shall not be entitled to make any objection, requisition or claim or to delay or refuse completion or to rescind this Contract by reason thereof.

### **35. ENTIRE AGREEMENT**

This agreement constitutes the entire contract between the parties hereto and the parties hereby acknowledge that there are no other agreements, provisions, terms, warranties or conditions applicable to the transaction to which this agreement relates save for those referred to herein. This agreement may only be varied or modified (by way of collateral contract or otherwise) in writing under the hands of the parties hereto or their solicitors.

### **36. AGENT**

The Purchaser warrants that it was not introduced to the Property or the Vendor by a real estate agent other than the Vendor's agent as disclosed in this Contract. The Purchaser agrees to indemnify the Vendor against any claim for commission (including the Vendor's cost of defending such claim) which may be made by any real estate agent who asserts that he introduced the Purchaser to the Vendor or that the sale was otherwise brought about by his intervention. Both the warranty and indemnity in this clause do not merge on completion of this contract.

### **37. LAND TAX**

Notwithstanding clause 14.4 of the standard printed conditions, Land Tax shall be adjusted based on the actual amount indicated on the land tax notice of assessment payable by the Vendor (even vendor is holding multiple properties or on a special trust basis).

### **38. NOTICE TO COMPLETE**

- a. If the Purchaser is unable or unwilling to complete by the Completion Date, the Vendor shall be entitled at any time after the completion Date to serve a notice to complete making the time for completion essential. Such a notice shall give not less than 14 days notice after the day immediately following the day on which the notice is served to the Purchaser or its solicitor. The notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.
- b. If the Vendor serves a Notice to Complete under this clause, the Vendor shall be able to amend or withdraw such notice and subsequently re-issue a further notice at any time;
- c. If the Vendor serves a Notice to Complete under this clause, the Purchaser must pay on the completion a fee of \$330 to the vendor's conveyancer as vendor's cost for the issue of notice to complete.

### **39. LIQUIDATED DAMAGES**

If for any reason not solely attributable to the Vendor the balance of the purchase monies shall not be paid by the Purchaser to the Vendor by the completion date:

- a. the Purchaser shall on completion pay by way of liquidated damages a sum equal to the rate of 10% per annum on the balance of the purchase price and any other amount that the Purchaser requires to pay to the Vendor under this contract from the completion date until actual completion without prejudice to any of the Vendor's other rights herein;
- b. the sum of \$330.00 (incl. GST) is payable by the Purchaser, by way of liquidated damages, to cover costs and other expenses incurred as a consequence of the delay;
- c. In the event of paper settlement, if a settlement date and place has been scheduled and reasonable arrangements have been made, but the Purchaser requests to reschedule the settlement to another date or place, the Purchaser shall pay the Vendor an extra sum of \$220 (incl. GST) at completion, to cover the legal costs and other expenses incurred as a consequence of rearrangement of the settlement;
- d. If an electronic settlement on PEXA has been scheduled, but Purchaser requests to switch to paper settlement, the Purchaser shall pay the Vendor an extra sum of \$220 (incl. GST) at completion, to cover the legal costs, settlement agent costs and other expenses incurred as a consequence of rearrangement of the settlement;

such sums being a genuine pre-estimate of the Vendors loss including those additional expenses, to be allowed by the defaulting Purchaser as an additional adjustment on settlement.

#### **40. RESCISSION RIGHT**

- a. Without in any way negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity, if a party (or one of them if there is more than one purchaser) prior to completion:
- (a) dies or becomes mentally ill, THEN the other party may rescind the contract and the provisions of clause 19 will apply; or

(b) the purchaser

(i) being an individual, is declared bankrupt such as to bring the purchaser under the control of the Bankruptcy Act 1966 (Cth); or

(ii) being a company:

(A) is subject to an order or an effective resolution to wind it up or if it enters into any scheme of arrangement with its creditors under Part 5 of the Corporations Act; or

(B) if any liquidator, provisional liquidator, administrator, receiver or official manager is appointed in respect of it,

THEN the vendor may terminate this contract and the provisions of clause 9 will apply.

- b. Service of any notice upon the Purchasers solicitor/conveyancer noted in this Agreement shall be deemed to be valid and proper service.

Should the Purchaser become entitled to rescind this Contract for the breach of the warranty in Clause 1(d) of Schedule 3 Part 1 of the Conveyancing (Sale of Land) Regulations 2010, the Vendor shall also be entitled to rescind the Contract provided such right is exercised before the Purchaser has served his Notice of Rescission.

#### **41. SERVICES**

Subject to any statutory right of rescission that may be available to the Purchaser, the Purchaser acknowledges and agrees that the Purchaser shall not make, nor be entitled to make any objection, requisition or claim nor to refuse or delay completion, rescind or terminate the contract, if it should be found that:

- a. Any sewers, drains, pipes, cables, wires, water courses, common or party walls, retaining walls or other installations or things are on or pass through or over the Property or are used in common with any adjoining property or pass through any other property or whether there are any easements or rights in respect of such installations affecting the Property;
- b. Any rainwater drainpipe is connected to the sewer;
- c. Any boundary of the Property is not fenced or any boundary fence or wall is not on or within its boundary;
- d. The Property is affected by any easement, whether for carriageway, services, drainage, support in respect of walls, party walls, or for any other purpose;
- e. There is present on the Property any sewer manhole, vent, pipes, mains, connections, wires, channels or distributors with respect to any service.

#### **42. BREACH OF STATUTORY WARRANTY BY VENDOR**

- a. If the Purchaser discovers that the Vendor has breached any warranty implied by the Conveyancing (Sale of Land) Regulation 2017, the Purchaser must, within seven (7) days of discovering that breach, notify the Vendor in writing of that breach.
- b. If the Vendor breaches any warranty implied by the Conveyancing (Sale of Land) Regulation 2017,

the Vendor may, before completion, serve a notice:

- i. specifying the breach;
  - ii. requesting the Purchaser to serve a notice irrevocably waiving the breach (waiver); and
  - iii. indicating that the Vendor intends to rescind this contract if the waiver is not served within fourteen (14) days of service of the notice.
- c. The Vendor may rescind if:
- i. the Vendor serves a notice under special condition 42(b); and
  - ii. the Purchaser does not serve the waiver within the time required under the notice.
- d. If the Purchaser serves a waiver before the Vendor rescinds under special condition 42(c) the Vendor is no longer entitled to rescind under this special condition 42.
- e. The Purchaser has no claim against the Vendor for breach of any warranty implied by the Conveyancing (Sale of Land) Regulation 2017 other than the right of rescission conferred by that regulation.

#### **43. GOODS AND SERVICES TAX (GST)**

- a. The Vendor and Purchaser agree that the sale of the Property under this Contract is a non-GST supply.
- b. If applicable, the Purchaser warrants that it is registered or required to be registered under Part 2.5 of the A New Tax System (Goods and Services) Act 1999 (as amended from time to time) and will continue to be so at all relevant times up to and including the day of the supply.
- c. If:
  - i. the Vendor and Purchaser are mistaken, and the sale of the Property under this Contract is a supply that satisfies the description in this special condition; or
  - ii. the Purchaser breaches the warranty given in this special condition;

then the Vendor may, by notice in writing to the Purchaser and at any time within five (5) years of the day of supply of the Property to the Purchaser, direct that the Price is to be increased as provided under this special condition, and the amount of that increase in the Price will constitute a debt due and payable by the Purchaser to the Vendor on demand (or as otherwise specified by the Vendor in the notice).

- d. If any GST (within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time), ("**GST**") is payable by the Vendor in respect of the supply of the Property to the Purchaser, then the Price specified in this Contract ("**Original Price**") is to be increased so that the Vendor receives an amount ("**Increased Price**") which, after subtracting the GST liability of the Vendor on that Increased Price, results in the Vendor retaining the Original Price after payment of that GST liability. The Purchaser hereby indemnifies and shall keep indemnified the Vendor in respect of any GST liability that the Vendor might incur arising from this sale.
- e. The Vendor will do all things reasonably available to it to minimise any increase in the Price under this special condition, and to assist the Purchaser to claim on a timely basis any input tax credits the Purchaser may be entitled to claim for the acquisition of the Property.
- f. This special condition (including the warranty given) is enduring and survives the day of supply of the Property to the Purchaser and survives the termination of this Contract. The rights and obligations of the parties under this special condition endures for five (5) years from and including the day of supply of the Property to the Purchaser.

#### **44. DEPOSIT**

- a. The deposit shall be 10% of the Contract Price to be held in the Vendor's agent's Trust Account and will not be invested.
- b. If the Vendor at the request of the Purchaser, has agreed to accept a sum less than 10% of the

price, and the Purchaser has paid less than 10% deposit on the exchange of this Contract, the parties agree that the Deposit is to be paid by the Purchaser, in instalments, in the following manner:

- i. Agreed amount of the part of the Deposit is payable on the date of this contract; and
- ii. The balance of the 10% Deposit is payable on the earliest of
  - (i) On completion of this Contract;
  - (ii) Termination of this Contract due to the Purchaser's default; or
  - (iii) At any other times when the deposit is forfeited or payable to the Vendor pursuant to this contract.
- c. It is agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied notwithstanding any law to the contrary. This clause shall not merge on completion. It is agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

#### **45. RELEASE OF DEPOSIT**

The Purchaser agrees that the deposit once paid will be vested to the Vendor forthwith and the Purchaser shall do all things and sign all documents necessary to authorise and effect such release for the purpose the Vendor may use the deposit:

- a. as a deposit or settlement funds on a property being purchased by the Vendor;
- b. in payment of stamp duty on the contract and transfer for a property being purchased by the Vendor.
- c. for the payment of land tax and/or surcharge land tax associated with Vendor.

#### **46. DOCUMENTS**

- a. The Vendor does not hold any:
  - survey report;
  - document concerning Council Approval;
  - Home Owners Warranty;
  - Building/Occupation Certificate; or
  - Depreciation Schedule;and the Vendor shall not be required to obtain or produce such documents.
- b. The Purchaser shall not be entitled to make any objection, requisition or claim (whether for compensation or otherwise), nor to delay or refuse settlement, nor to rescind or terminate this Contract by reason of the above disclosure and the Purchaser purchases the Property subject to this disclosure.

#### **47. REQUISITION ON TITLE**

The Purchaser acknowledges that the Vendor shall not be obliged to reply to the Purchaser's requisitions even if it is in the form annexed to this contract and Purchaser waives its right to raise requisition on title.

#### **48. ADDITIONAL AND INCORRECT CALCULATIONS**

The parties agree that if, on completion, any appointment of payments due to be made under this Contract is overlooked, or incorrectly calculated, they will forthwith upon being requested to do so by the other party, make a correct calculation and pay such amount to the other party as is required by that correct calculation to be payable. This clause does not merge on completion.

#### **49. DISCHARGE OF MORTGAGE**

The Vendor shall not be required to register prior completion any Mortgage or Mortgages, Writ or Writs registered on the title to the subject property and/or remove any Caveat or Caveats and the Purchaser shall accept on completion a discharge of any such Mortgage or Mortgages, Writ or Writs or a withdrawal of Caveat or Caveats in duly registrable form together with an allowance for the registration fees payable to the land titles office.

**50. GOVERNING LAW**

This Contract is governed by and must be construed according to the laws of New South Wales.

**51. SUBJECT TO LEASE**

If the contract marks subject to lease, Purchaser warrants that it has inspected the lease attached to the contract and it satisfy the content of the lease in all aspects. Purchaser acknowledges that residential tenants have certain rights under the relevant legislation in relation to the sale of property including vacant the property by notice as a result of sale of property. Purchaser must not make any objection, requisition or claim or to delay or refuse completion or to rescind this Contract by reason thereof and non-availability of tenants on the date of the completion.

**52. SWIMMING POOL**

If there is a swimming pool compliance or non-compliance certificate attached to the contract, Purchaser warrants that Purchaser has inspected swimming pool as well as the compliance or non-compliance certificate before signing the contract. Purchaser must not make any objection, requisition or claim or to delay or refuse completion or to rescind this Contract by reasons in relation to the swimming pool.

**53. GUARANTEE**

\_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_ Pty Ltd ACN \_\_\_\_\_  
 (“*the guarantors*”) confirm that in consideration of the Vendor entering into this Contract at the guarantors’ request, the guarantors by the execution of this Contract hereby expressly agree (and where more than one guarantor, jointly and severally) that:

- a. the guarantors hereby guarantee to the Vendor the due and punctual payment of all monies hereby agreed to be paid and the due and punctual performance by the Purchaser of all the Purchaser’s covenants under this Contract. The guarantors agree to be principally liable to the Vendor for all the Purchaser’s obligations under this Contract as if the guarantors were named as Purchasers.
- b. the guarantors hereby indemnify the Vendor and agree at all times hereafter to keep the Vendor indemnified from and against all losses which the Vendor may suffer or incur in relation to any breach or non-observance by the Purchaser of any of the covenants in this Contract and the guarantors shall remain liable to the Vendor under this indemnity notwithstanding that as a consequence of such breach or non-observance the Vendor has exercised any of its rights hereunder including (but not limited to) its rights of rescission and/or termination and notwithstanding that the Purchaser (being a corporation) may be wound up and notwithstanding that the guarantee hereby given may for any reason whatsoever be unenforceable either in whole or in part.
- c. the liability of the guarantors shall not be affected by the granting of time or other indulgence or concessions to the Purchaser or by the compromise, release, abandonment, waiver, variation or relinquishment of any of the rights of the Vendor against the Purchaser or by any neglect or omission to enforce such rights or by any other act which under the law relating to sureties would or might but for this provision release the guarantors from any obligation. This guarantee shall be binding on the heirs, executors or administrators of the guarantors.

.....  
**Vendor**  
.....

.....  
**Purchaser**  
.....

**Witness to Guarantors – Signature**

**Signature of Guarantors**

.....  
**Witness to Guarantors – Print Name**

.....  
**Print Name of Guarantors**

.....  
**Witness to Guarantors – Signature**

.....  
**Signature of Guarantors**

.....  
**Witness to Guarantors – Print Name**

.....  
**Print Name of Guarantors**

## CONDITIONS OF SALE BY AUCTION

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

Bidders Records means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

53. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

- 53.1 The principal's reserve price must be in writing to the auctioneer before the auction commences.
- 53.2 A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
- 53.3 The highest bidder is the Purchaser, subject to any reserve price.
- 53.4 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- 53.5 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
- 53.6 A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- 53.7 A bid cannot be made or accepted after the fall of the hammer.
- 53.8 As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.

54. The following conditions, in addition to those prescribed by Clause 52, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

- 54.1 All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- 54.2 Subject to subclause 54.1, the auctioneer may make only one Vendor bid at an auction for the sale of residential property or rural land and no other Vendor bid may be made by the auctioneer or any other person.
- 54.3 Immediately before making a Vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "Vendor bid".

55. The following conditions, in addition to those prescribed by Clause 52 and Clause 53, are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator.

- 55.1 More than one Vendor bid may be made to purchase the interest of a co-owner.
- 55.2 A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
- 55.3 Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- 55.4 Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator.

56. The following condition, in addition to those prescribed by Clause 52, is prescribed as applicable to and in respect of the sale by auction of livestock:

- 56.1 The Purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the Vendor the full amount of the purchase price:
- 56.2 If that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
- 56.3 If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,
- 56.4 Unless some other time for payment is specified in a written agreement between the Purchaser and the agent or the Purchaser and the Vendor made before the fall of the hammer.



FOLIO: 68/1204556

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SEARCH DATE	TIME	EDITION NO	DATE
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2/3/2024	12:35 PM	3	8/9/2018

LAND

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LOT 68 IN DEPOSITED PLAN 1204556  
AT SCHOFIELDS  
LOCAL GOVERNMENT AREA BLACKTOWN  
PARISH OF GIDLEY COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1204556

FIRST SCHEDULE

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RONG WANG (T AK162070)

SECOND SCHEDULE (10 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 J434704 LAND EXCLUDES MINERALS
- 3 J434704 COVENANT
- 4 DP1204556 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT AFFECTING THE SITE DESIGNATED (A) IN THE TITLE DIAGRAM
- 5 DP1204556 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1204556 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1204556 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 8 DP1204556 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 9 DP1204556 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
- 10 AK162071 MORTGAGE TO WESTPAC BANKING CORPORATION

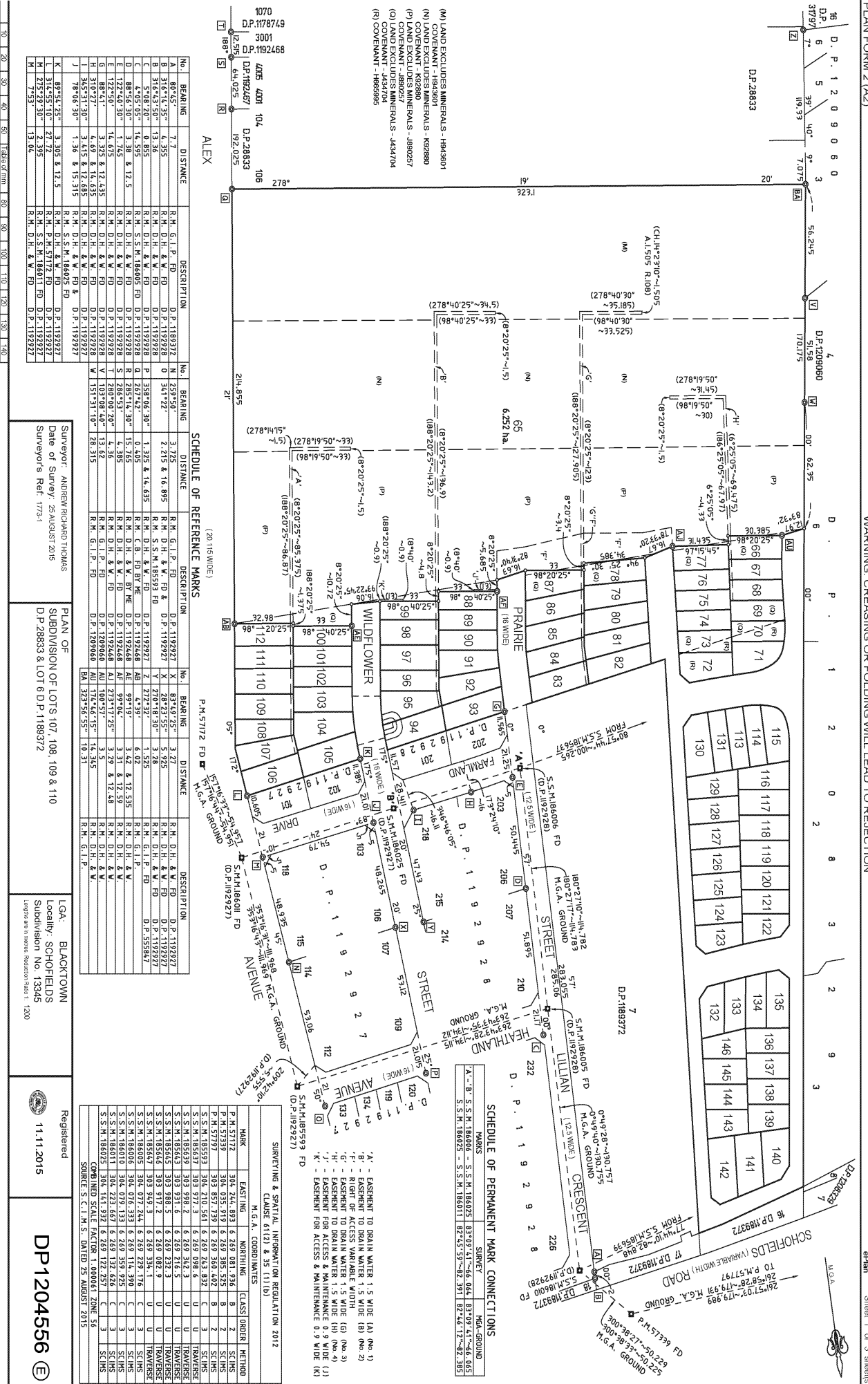
NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



No.	BEARING	DISTANCE	DESCRIPTION
A	80°45'15"	4.305	R.M. G.I.P. FD
B	316°4'15"	13.36	R.M. D.H. & W. FD
C	54°08'20"	0.895	R.M. D.H. & W. FD
D	8°45'05"	14.935	R.M. S.M. 186025 FD
E	122°40'30"	1.765	R.M. D.H. & W. FD
F	122°40'30"	1.765	R.M. D.H. & W. FD
G	88°41'11"	14.615	R.M. D.H. & W. FD
H	310°47'30"	3.325	R.M. D.H. & W. FD
I	188°06'30"	1.36	R.M. D.H. & W. FD
J	188°06'30"	1.36	R.M. D.H. & W. FD
K	89°54'25"	3.305	R.M. D.H. & W. FD
L	31°45'10"	7.772	R.M. P.M. 51712 FD
M	27°42'30"	3.425	R.M. S.M. 186025 FD
N	12°52'15"	3.425	R.M. S.M. 186025 FD

No.	BEARING	DISTANCE	DESCRIPTION
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2	192°02'5"	106	D.P. 288833
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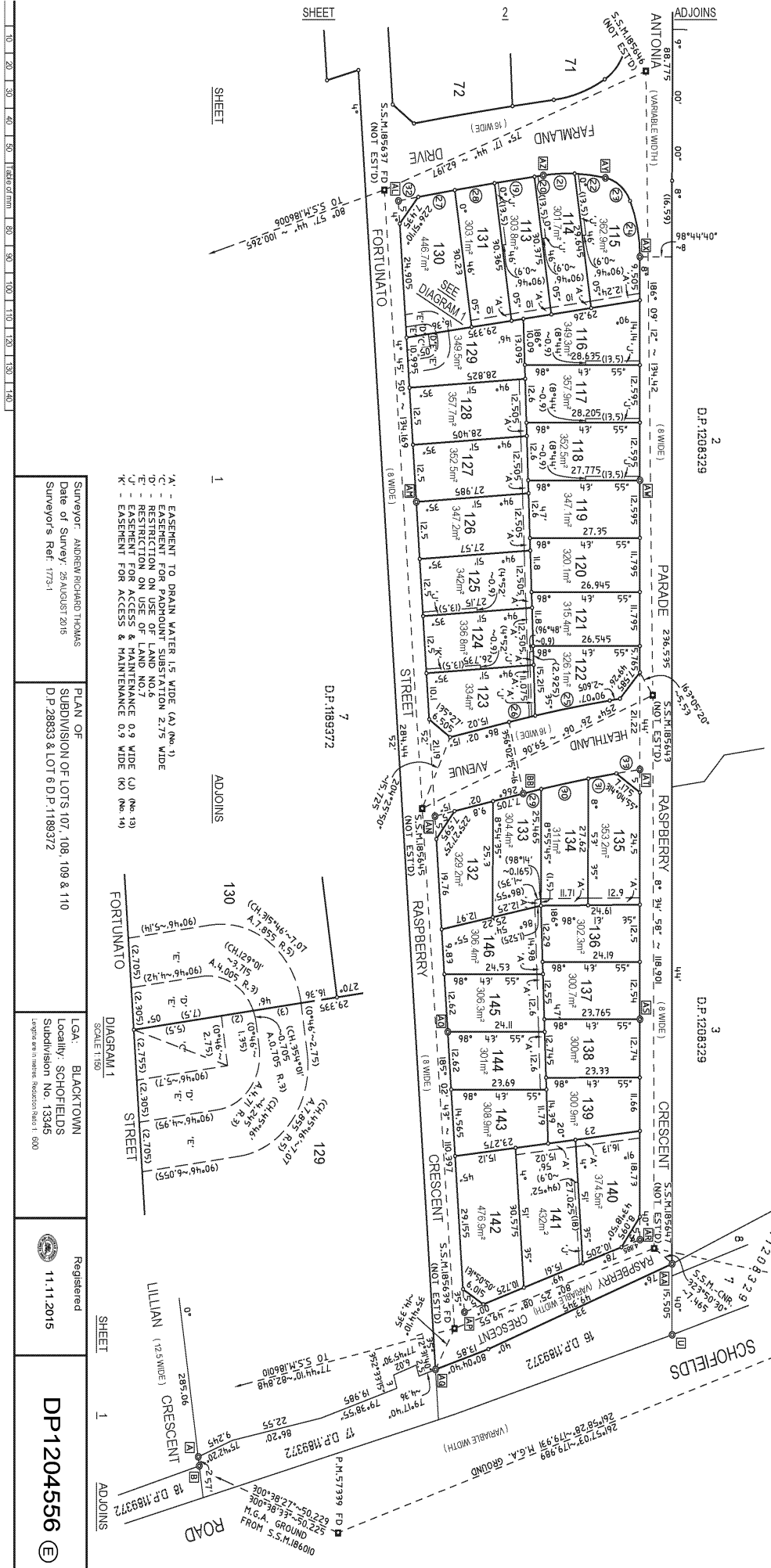
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41	278°40'25"	104	D.P. 288833
42	192°02'5"	106	D.P. 288833
43	278°40'25"	104	D.P. 288833
44	192°02'5"	106	D.P. 288833
45	278°40'25"	104	D.P. 288833
46	192°02'5"	106	D.P. 288833
47	278°40'25"	104	D.P. 288833
48	192°02'5"	106	D.P. 288833
49	278°40'25"	104	D.P. 288833
50	192°02'5"	106	D.P. 288833
51	278°40'25"	104	D.P. 288833
52	192°02'5"	106	D.P. 288833
53	278°40'25"	104	D.P. 288833
54	192°02'5"	106	D.P. 288833
55	278°40'25"	104	D.P. 288833
56	192°02'5"	106	D.P. 288833
57	278°40'25"	104	D.P. 288833
58	192°02'5"	106	D.P. 288833
59	278°40'25"	104	D.P. 288833
60	192°02'5"	106	D.P. 288833
61	278°40'25"	104	D.P. 288833
62	192°02'5"	106	D.P. 288833
63	278°40'25"	104	D

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION	No.	BEARING	DISTANCE	DESCRIPTION
AM	80°42'35"	7.2	R.M. G. J. P. E.	AM	35°42'35"	2.34	R.M. D. H. & W.
B	316°43'35"	4.355	R.M. D. H. & W. FD	AM	98°30'	4.73	R.M. S. M. 185643
B	316°43'35"	13.36	R.M. D. H. & W. FD	AM	146°11'35"	10.02	R.M. D. H. & W.
U	34°56'25"	23.035	R.M. G. J. P. E. FD	AM	110°02'	3.54	R.M. D. H. & W.
AM	77°22'30"	9.92	R.M. G. J. P. E.	AM	162°36'	7.85	R.M. D. H. & W.
AM	34°56'25"	15	R.M. D. H. & W.	AM	172°07'45"	16.415	R.M. S. M. 185643
AM	34°56'25"	15	R.M. D. H. & W.	AM	110°37'05"	3.595	R.M. D. H. & W.
AM	272°07'	3.425	R.M. D. H. & W.	AM	106°32'20"	3.48	R.M. D. H. & W.
AM	336°13'25"	7.135	R.M. D. H. & W.	AM	45°14'25"	5.215	R.M. D. H. & W.
AM	356°19'	2.165	R.M. S. M. 185643	AM	105°53'55"	3.24	R.M. D. H. & W.
AM	356°19'	2.165	R.M. D. H. & W.	AM	121°42'	3.24	R.M. D. H. & W.
AM	272°51'	19.412	R.M. D. H. & W.	AM	327°23'55"	3.275	R.M. D. H. & W.
AM	272°51'	7.955	R.M. D. H. & W.	AM	338°23'55"	3.275	R.M. D. H. & W.
AM	299°42'	0.71	R.M. S. M. 185639				
AM	156°26'30"	10.144	R.M. D. H. & W.				

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CURVE	ARC	RADIUS
19	207°42'15"	1.0	2.22	81.6 085
20	271°06'	2.22	7.82	81.6 085
21	276°02'	7.81	46.5	
22	276°02'	7.705	46.5	
23	318°05'	7.99	8.75	3.8
24	318°05'	18.8	35.8	
25	88°56'20"	6.455	6.455	81.6 085
26	88°56'20"	9.225	9.225	81.6 085
27	269°20'	1.0	1.0	81.6 085
28	270°00'10"	10.145	10.145	34.2
29	269°20'15"	1.915	1.915	34.2
30	269°20'15"	7.07	7.07	34.2
31	269°20'15"	7.07	7.07	81.6 085
32	269°20'15"	5.915	5.915	81.6 085
33	269°20'30"	5.915	5.915	34.2



ADJOINS

1

(A) - EASEMENT TO DRAIN WATER 1.5 WIDE (No. 1)  
 (B) - EASEMENT TO DRAIN WATER 1.5 WIDE (No. 1)  
 (C) - RESTRICTION ON USE OF LAND NO. 6  
 (D) - RESTRICTION ON USE OF LAND NO. 7  
 (E) - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (No. 13)  
 (F) - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (No. 14)

ADJOINS

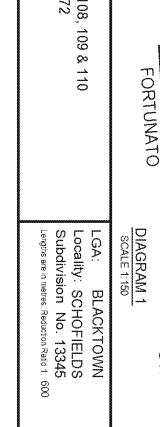
7

ADJOINS

3

ADJOINS

1



REGISTERED

11.11.2015

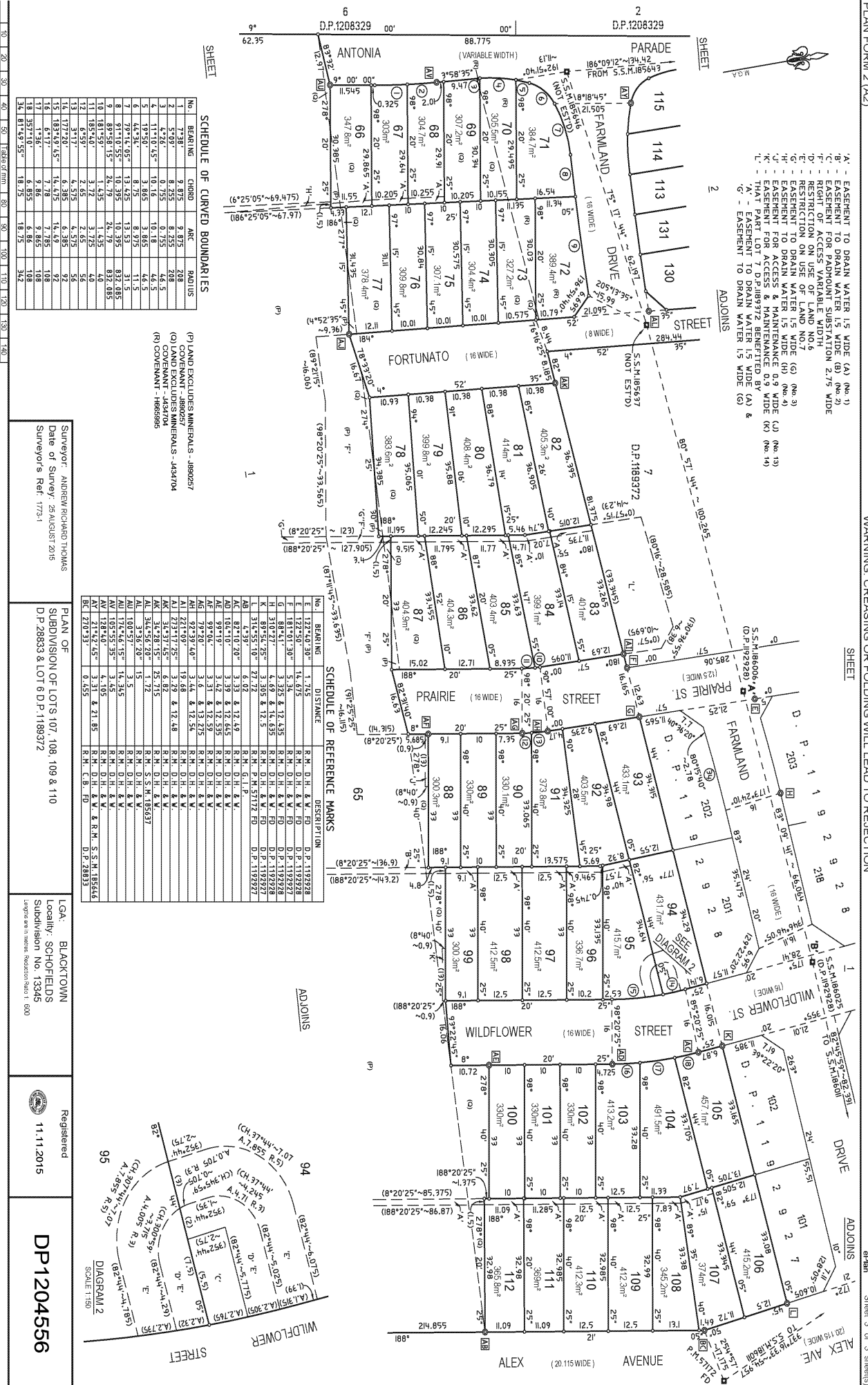
DP1204556

REGISTRAR GENERAL

PLAN FORM 2 (A2)

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

Sheet 3 of 3 sheets



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	2.88	9.875	9.875	208
2	6.26	0.725	0.725	28.5
3	11.07	10.16	10.18	46.5
4	19.50	3.865	3.865	46.5
5	4.34	8.75	8.975	11.5
6	61.16	10.365	10.365	31.85
7	89.58	24.79	24.79	832.085
8	181.59	1.435	1.435	4.0
9	5.59	2.635	2.635	55
10	127.20	6.385	6.385	22
11	183.49	14.475	14.49	92
12	135.36	9.86	9.865	108
13	81.94	18.75	18.75	342
14	81.94	18.75	18.75	342

(P) LAND EXCLUDES MINERALS - 4890257  
 (O) LAND EXCLUDES MINERALS - 444704  
 (R) COVENANT - H685986

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
E	122.40	1.745	R.M. D.H. & W. FD D.P.1192928
F	127.50	14.675	R.M. D.H. & W. FD D.P.1192928
G	181.01	5.34	R.M. D.H. & W. FD D.P.1192927
H	318.27	2.425 & 13.435	R.M. D.H. & W. FD D.P.1192927
I	318.27	2.425 & 16.635	R.M. D.H. & W. FD D.P.1192927
J	89.54	3.305 & 12.5	R.M. D.H. & W. FD D.P.1192927
K	314.55	10.27	R.M. P.M. 57172 FD D.P.1192927
L	4.39	6.02	R.M. G.P. 1.9
M	62.10	3.38	R.M. D.H. & W.
N	62.10	12.645	R.M. D.H. & W.
O	98.19	3.42 & 12.535	R.M. D.H. & W.
P	98.19	3.31 & 13.59	R.M. D.H. & W.
Q	79.20	3.6 & 13.275	R.M. D.H. & W.
R	99.39	3.44 & 12.54	R.M. D.H. & W.
S	99.39	3.29 & 12.48	R.M. D.H. & W.
T	273.17	7.25	R.M. D.H. & W.
U	314.55	10.27	R.M. D.H. & W.
V	314.55	10.27	R.M. D.H. & W.
W	128.40	4.105 & 21.85	R.M. D.H. & W.
X	273.17	7.25	R.M. D.H. & W.
Y	273.17	7.25	R.M. D.H. & W.
Z	273.17	7.25	R.M. D.H. & W.


Surveyor: ANDREW RICHARD THOMAS  
 Date of Survey: 25 AUGUST 2016  
 Surveyor's Ref: 17731

PLAN OF  
 SUBDIVISION OF LOTS 107, 108, 109 & 110  
 D.P. 28833 & LOT 6 D.P. 1189372

LGA: BLACKTOWN  
 Locality: SCHOFIELDS  
 Subdivision No. 13345  
 Length in metres: Reduction Ratio: 1: 000

Registered  
 11.11.2015


DP1204556

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
Office Use Only	Office Use Only	
Registered:  11.11.2015 Title System: <b>TORRENS</b> Purpose: <b>SUBDIVISION</b>	DP1204556	
PLAN OF SUBDIVISION OF LOTS 107, 108, 109 & 110 D.P.28833 & LOT 6 D.P.1189372	LGA: <b>BLACKTOWN</b> Locality: <b>SCHOFIELDS</b> Parish: <b>GIDLEY</b> County: <b>CUMBERLAND</b>	
Crown Lands NSW/Western Lands Office Approval  I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.  Signature: ..... Date: ..... File Number: ..... Office: .....	Survey Certificate  I, <u>ANDREW RICHARD THOMAS</u> ..... of <u>CRAIG &amp; RHODES PTY LTD</u> ..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on <u>25 AUGUST 2015</u> ..... *(b) The part of the land shown in the plan ( <del>*being/*excluding ^</del> ..... <del>.....</del> ) <del>was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that regulation.</del> *(c) The land shown in the plan was compiled in accordance with the <del><i>Surveying and Spatial Information Regulation 2012</i></del> . Signature <u>Andrew R. Thomas</u> Dated: <u>27/8/2015</u> Surveyor ID: <u>247</u> ..... Datum Line: <u>'A' - 'B'</u> ..... Type: <del>*Urban/*Rural</del> The Terrain is <del>*Level Undulating / *Steep Mountainous</del>  *Strike through if inapplicable. ^Specify the land actually surveyed or specify and land shown in the plan that is not the subject of the survey.	
Subdivision Certificate I, <u>Judith Portelli</u> ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <u>Judith Portelli</u> ..... Accreditation number: <u>N/A</u> ..... Consent Authority: <u>BLACKTOWN CITY COUNCIL</u> ..... Date of endorsement: <u>21 OCTOBER 2015</u> ..... Subdivision Certificate number: <u>13345</u> ..... File number: <u>DAP-14-1771</u> .....  *Strike through inapplicable parts.	Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE TO THE PUBLIC:  1. HEATHLAND AVENUE (16 WIDE) 2. FARMLAND DRIVE (16 WIDE) 3. WILDFLOWER STREET EXTENSION (16 WIDE) 4. PRAIRIE STREET EXTENSION (16 WIDE) 5. FORTUNATO STREET (8 WIDE & 16 WIDE) 6. ANTONIA PARADE (8 WIDE & VARIABLE WIDTH) 7. RASPBERRY CRESCENT (8 WIDE & VARIABLE WIDTH) AS PUBLIC ROAD	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Plans used in the preparation of survey/compilation D.P. 28833      D.P. 31797 D.P. 555847    D.P. 1178749 D.P. 1189372    D.P. 1192467 D.P. 1192468    D.P. 1192927 D.P. 1192928    D.P. 1208329 D.P. 1209060  If space is insufficient continue on PLAN FORM 6A  Surveyor's Reference: <b>1773-1</b>	

CAD REF: Z11773 109, 111 & 113 Alex Ave, Schofields CR\_PLANS\1773G S101 [00] - K.S. - A.T.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  11.11.2015 Office Use Only

Office Use Only

**DP1204556**

PLAN OF  
SUBDIVISION OF LOTS 107, 108, 109 & 110  
D.P.28833 & LOT 6 D.P.1189372

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals - see 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: ..... 13345 .....

Date of Endorsement: ..... 21/10/15 .....

SURVEYING & SPATIAL INFORMATION REGULATION 2012 (CLAUSE 60(c))
SCHEDULE OF LOTS & ADDRESSES
STREET ADDRESSES NOT AVAILABLE

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:


1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT TO DRAIN WATER 1.5 WIDE (B)
3. EASEMENT TO DRAIN WATER 1.5 WIDE (G)
4. EASEMENT TO DRAIN WATER 1.5 WIDE (H)
5. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
6. RESTRICTION ON USE OF LAND
7. RESTRICTION ON USE OF LAND
8. RESTRICTION ON USE OF LAND
9. RESTRICTION ON USE OF LAND
10. RESTRICTION ON USE OF LAND
11. RESTRICTION ON USE OF LAND
12. RIGHT OF ACCESS VARIABLE WIDTH
13. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (J)
14. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (K)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1773-1

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  11.11.2015 Office Use Only

Office Use Only

**DP1204556**

PLAN OF  
SUBDIVISION OF LOTS 107, 108, 109 & 110  
D.P.28833 & LOT 6 D.P.1189372

- This sheet is for the provision of the following information as required:
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  - Signatures and seals - see 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 13345

Date of Endorsement: 21/10/15

*Sam A ramp*

*Chong*

*[Signature]*  
BO GONG  
DIRECTOR  
3377 HOLDINGS PTY LTD  
KEN 169 260 628

*[Signature]*  
Chong Jia Pan  
DIRECTOR  
3377 HOLDINGS PTY LTD  
KEN 169 260 628

SIGNED SEALED AND DELIVERED for and )  
on behalf of NATIONAL AUSTRALIA BANK )  
LIMITED ABN 12 004 044 937 by its )  
Attorney who holds the position of )  
Level 2 Attorney under Power of Attorney )  
Registered No. 39 Book 4512 in the presence of: )

*[Signature]*  
Witness Signature

XIAOJING SHEN LEVEL 22, 255 GEORGE ST  
SYDNEY NSW 2000

*[Signature]*  
Attorney Signature

RACHEL TWEEDY  
Associate Director  
NAB Corporate Property NSW

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1773-1

ePlan

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

Lengths are in Metres

Sheet 1 of 11 Sheets

Plan:


Plan of Subdivision of Lots 107, 108, 109 & 110 in DP28833, and Lot 6 in DP1189372 covered by Council's Subdivision Certificate No. 13345  
 Dated 21.10.2015

# DP1204556

<u>Full Name and address of Proprietor of land:</u>	
6/1189372, 107/28833, 108/28833 & 110/28833	3377 HOLDINGS PTY LTD ACN 169 260 628 LEVEL 15 1 O'CONNELL STREET SYDNEY NSW 200
109/28833	3377 HOLDINGS PTY LTD ACN 169 260 628 LEVEL 15 1 O'CONNELL STREET SYDNEY NSW 200
	SAM AXIAK CONNIE ELLEN XUEREB 521 TERRACE ROAD FREEMANS REACH NSW 2756

### Part 1

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide (A)	65 66 67 68 83 84 85	106, 107, 108, 109, 110, 111, 112 67, 68, 69 68, 69 69 That Part 7/1189372 denoted 'L' 83, that part 7/1189372 denoted 'L' 83, 84 that part 7/1189372 denoted 'L'

APPROVED BY BLACKTOWN CITY COUNCIL .....  
  
 -General Manager-/ Authorised Officer

Lengths are in Metres

Sheet 2 of 7 Sheets

Plan:

Plan of Subdivision of Lots 107, 108, 109 & 110 in DP28833, and Lot 6 in DP1189372 covered by Council's Subdivision Certificate No. 13345 Dated 21.10.2015

# DP1204556

## Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide (A)	86	83, 84, 85, that part 7/1189372 denoted 'L'
		87	83, 84, 85, 86 that part 7/1189372 denoted 'L'
		95	94
		96	94, 95
		97	94, 95, 96
		98	94, 95, 96, 97
		99	94, 95, 96, 97, 98
		107	106
		108	106, 107
		109	106, 107, 108
		110	106, 107, 108, 109
		111	106, 107, 108, 109, 110
		112	106, 107, 108, 109, 110, 111
		113	130, 131
		114	113, 130, 131
115	113, 114, 130, 131		
123	124, 125, 126, 127, 128, 129		
124	125, 126, 127, 128, 129		
125	126, 127, 128, 129		
126	127, 128, 129		

APPROVED BY BLACKTOWN CITY COUNCIL

  
 .....  
 General Manager / Authorised Officer

Lengths are in Metres

Sheet 3 of 11 Sheets

Plan:


Plan of Subdivision of Lots 107, 108,  
 109 & 110 in DP28833, and Lot 6 in  
 DP1189372 covered by Council's  
 Subdivision Certificate No. 13345  
 Dated 21.10.2015

# DP1204556

## Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide (A)	127 128 131 133 134 135 140 141 144 145 146	128, 129 129 130 143, 144, 145, 146 133, 143, 144, 145, 146 133, 134, 143, 144, 145, 146 141, 142 142 143 143, 144 143, 144, 145
2.	Easement to Drain Water 1.5 Wide (B)	65	94, 95, 96, 97, 98, 99
3.	Easement to Drain Water 1.5 Wide (G)	65	83, 84, 85, 86, 87, that part 7/1189372 denoted 'L'
4.	Easement to Drain Water 1.5 Wide (H)	65	66, 67, 68, 69
5.	Easement for Padmount Substation 2.75 Wide	94, 129	Endeavour Energy
6.	Restriction on Use of Land	94, 95, 129, 130	Endeavour Energy
7.	Restriction or Use of Land	94, 95, 129, 130	Endeavour Energy

APPROVED BY BLACKTOWN CITY COUNCIL

  
 .....  
 General Manager / Authorised Officer

Lengths are in Metres

Sheet 4 of 14 Sheets

Plan:

Plan of Subdivision of Lots 107, 108,  
 109 & 110 in DP28833, and Lot 6 in  
 DP1189372 covered by Council's  
 Subdivision Certificate No. 13345  
 Dated 21.10.2015

# DP1204556

## Part 1 (Cont.)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
8.	Restriction on Use of Land	66 to 131 inclusive, 140, 141	Blacktown City Council
9.	Restriction on Use of Land	66 to 87 inclusive, 113 to 131 inclusive	Blacktown City Council
10.	Restriction on Use of Land	88 to 112 inclusive, 132 to 146 inclusive	Blacktown City Council
11.	Restriction on Use of Land	66 to 146 inclusive	Blacktown City Council
12.	Right of Access Variable Width	65	Blacktown City Council
13.	Easement for Access & Maintenance 0.9 Wide (J)	65 113 114 115 116 117 118 123, 124 125 141	88 131 113 114 117 118 119 122 124 140
14.	Easement for Access & Maintenance 0.9 Wide (K)	65 124	99 123

APPROVED BY BLACKTOWN CITY COUNCIL

  
 .....  
 General Manager / Authorised Officer

Lengths are in Metres

Sheet 5 of 12 Sheets

Plan:

Plan of Subdivision of Lots 107, 108,  
109 & 110 in DP28833, and Lot 6 in  
DP1189372 covered by Council's  
Subdivision Certificate No. 13345  
Dated 21.10.2015

**DP1204556**

## Part 2

**Name of Authority empowered to release vary or modify Easements numbered 1, 2, 3, 4 & 12 in the plan is Blacktown City Council.**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.**

An Easement for Padmount Substation having terms as detailed in Memorandum No. 9262886 registered with the Land Titles Office, subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1.

**Name of Authority empowered to release vary or modify easement numbered 5 in the plan is Endeavour Energy.**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan.**

1. No building shall be erected or permitted to remain within the restriction site denoted 'D' on the abovementioned plans unless:  
the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and  
the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating.  
and the Owner provides the Authority Benefited with an engineer's certificate to this effect.
2. The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
3. Definitions  
"building" means a substantial structure with a roof and walls and includes any projections from the external walls  
"erect" includes construct, install, build and maintain  
"restriction site" means that part of the lot burdened subject to the restriction on the use of land.  
"120/120/120 fire rating" and "60/60/60 fire rating" mean the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

**Name of Authority empowered to release vary or modify restriction numbered 6 in the plan is Endeavour Energy.**

APPROVED BY BLACKTOWN CITY COUNCIL

  
.....  
General Manager / Authorised Officer

Lengths are in Metres

Sheet 6 of 12 Sheets

Plan:

Plan of Subdivision of Lots 107, 108,  
109 & 110 in DP28833, and Lot 6 in  
DP1189372 covered by Council's  
Subdivision Certificate No. 13345  
Dated 21.10.2015

**DP1204556**

**Part 2 (cont)**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 7 in the plan.**

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'E' on the abovementioned plan
2. Definitions  
"erect" includes construct, install, build and maintain  
"restriction site" means that part of the lot burdened subject to the restriction on the use of land.

**Name of Authority empowered to release vary or modify restriction numbered 7 in the plan is Endeavour Energy.**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 8 in the plan.**

No building shall be erected on the lot hereby burdened being a filled lot unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a Chartered Professional Engineer to the requirements and satisfaction of the Council of the City of Blacktown.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 8 in the plan is Blacktown City Council.

**Terms of easement, profit à prendre, restriction or positive covenant numbered 9 in the plan.**

No building or structure shall be erected on the lot hereby burdened unless the design of the footing system is per exposure classification A1 in accordance with AS2870-2011 unless such a footing system is designed and certified by a Chartered Professional Engineer.

**Name of Authority empowered to release vary or modify restriction numbered 9 in the plan is Blacktown City Council.**

APPROVED BY BLACKTOWN CITY COUNCIL

  
.....  
General Manager / Authorised Officer

Lengths are in Metres

Sheet 7 of 11 Sheets

Plan:

Plan of Subdivision of Lots 107, 108,  
109 & 110 in DP28833, and Lot 6 in  
DP1189372 covered by Council's  
Subdivision Certificate No. 13345  
Dated 21.10.2015

**DP1204556**

**Part 2 (cont)**

**Terms of easement, profit à prendre, restriction or positive covenant  
numbered 10 in the plan.**

No building or structure shall be erected on the lot hereby burdened unless the design of the footing system is per exposure classification A2 in accordance with AS2870-2011 unless such a footing system is designed and certified by a Chartered Professional Engineer.

**Name of Authority empowered to release vary or modify restriction  
numbered 10 in the plan is Blacktown City Council.**

**Terms of easement, profit à prendre, restriction or positive covenant  
numbered 11 in the plan.**

No vehicular access to the lot hereby burdened shall be constructed unless it achieves, to Blacktown City Council's satisfaction, the minimum clearance requirements from any services or stormwater drainage pits.

**Name of Authority empowered to release vary or modify the terms of the  
restriction numbered 11 in the plan is Blacktown City Council.**

APPROVED BY BLACKTOWN CITY COUNCIL

  
.....  
General Manager / Authorised Officer

Lengths are in Metres

Sheet 8 of 11 Sheets

Plan:

Plan of Subdivision of Lots 107, 108,  
109 & 110 in DP28833, and Lot 6 in  
DP1189372 covered by Council's  
Subdivision Certificate No. 13345  
Dated 21.10.2015

**DP1204556**

**Part 2 (cont)**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 13 & 14 in the plan.**

The proprietor of the lot benefited and persons authorised by him may:

- (a) enter upon the burdened lot but only within the site of this easement.
- (b) do anything reasonably necessary for the purpose of renewing, replacing, painting, repairing and maintaining the dwelling adjacent to this easement.
- (c) remain on the site of this easement for any reasonable time for the said purposes.

In exercising those powers the proprietor of the lot benefited must:

- (a) ensure that all work is done properly and carried out as quickly as practicable; and
- (b) cause as little inconvenience to the proprietor or occupier of the burdened lot; and
- (c) cause as little damage as possible to the burdened lot and any improvement on it and
- (d) restore as nearly as is practicable the burdened lot to its former condition; and
- (e) make good any collateral damage; and

The proprietor of the burdened lot shall not place any obstructions within the site of the easement nor erect any building or other structure of any kind on or over the site of the easement except for any wall and/or slab, eave and/or gutter and/or roof structure attached to any dwelling or garage that has been granted development approval by Blacktown City Council, and

The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the Easement for Access & Maintenance and any dispute is a civil matter to be resolved with the relevant parties.

Name of Authority empowered to release vary or modify the terms of the easement numbered 13 & 14 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL



.....  
General Manager / Authorised Officer

Lengths are in Metres

Sheet 9 of 11 Sheets

Plan:

Plan of Subdivision of Lots 107, 108,  
109 & 110 in DP28833, and Lot 6 in  
DP1189372 covered by Council's  
Subdivision Certificate No. 13345  
Dated 21.10.2015

**DP1204556**

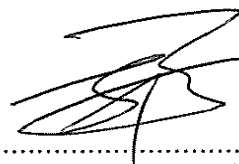
**Part 2 (cont)**

EXECUTED by 3377 HOLDINGS PTY LTD )  
~~DEVELOPMENT PTY LTD~~ )  
ACN 169 260 628 )  
)

in accordance with section 127 of the  
Corporations Act:



.....  
Signature of Director



.....  
Signature of Director/Secretary

BO GONG

.....  
Name of Director

Cheng Jia Pan

.....  
Name of Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL



.....  
~~General Manager~~ / Authorised Officer

Lengths are in Metres

Sheet 10 of 14 Sheets

Plan:

Plan of Subdivision of Lots 107, 108,  
109 & 110 in DP28833, and Lot 6 in  
DP1189372 covered by Council's  
Subdivision Certificate No. 13345  
Dated 21.10.2015

**DP1204556**

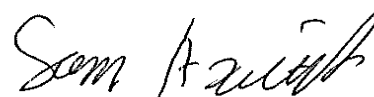
**Part 2 (cont)**

SIGNED in my presence by

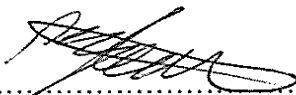
Sam AXIAK

who is personally known to me:

)  
)  
)



.....  
SAM AXIAK



.....  
Signature of Witness

.....  
Name of Witness (BLOCK LETTERS)

Mike Steell  
Senior Associate  
Gadens Lawyers  
77 Castlereagh Street  
SYDNEY NSW 2000

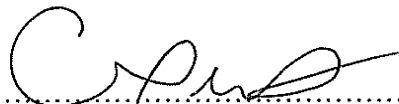
.....  
Address of Witness

SIGNED in my presence by

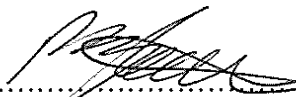
Connie Ellen XUEREB

who is personally known to me:

)  
)  
)



.....  
CONNIE ELLEN XUEREB



.....  
Signature of Witness

.....  
Name of Witness (BLOCK LETTERS)

Mike Steell  
Senior Associate  
Gadens Lawyers  
77 Castlereagh Street  
SYDNEY NSW 2000

.....  
Address of Witness

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer

Lengths are in Metres

Sheet 11 of 11 Sheets

Plan:

Plan of Subdivision of Lots 107, 108,  
109 & 110 in DP28833, and Lot 6 in  
DP1189372 covered by Council's  
Subdivision Certificate No. 13345  
Dated 21.10.2015

# DP1204556

## Part 2 (cont)

~~Signed on behalf of \_\_\_\_\_ )  
Endeavour Energy \_\_\_\_\_ )  
ABN 59 253 130 878 \_\_\_\_\_ )  
by its Attorney pursuant to \_\_\_\_\_ )  
Power of Attorney Book 4677 No. 686 \_\_\_\_\_ )  
in the presence of: \_\_\_\_\_ )~~

~~.....  
Signature of WITNESS~~

~~.....  
Signature of Attorney~~

~~.....  
Name of Witness (BLOCK LETTERS)~~

~~.....  
Name of Attorney~~

~~C/ Endeavour Energy  
51 Huntingwood Drive  
HUNTINGWOOD NSW 2148~~

~~.....  
Position~~

~~.....  
Date of Execution: .....~~

~~Reference: .....~~

SIGNED SEALED AND DELIVERED for and  
on behalf of NATIONAL AUSTRALIA BANK  
LIMITED ABN 12 004 044 937 by its  
Attorney who holds the position of  
Level 2 Attorney under Power of  
Attorney Registered No. 39 Book 4512  
in the presence of:

  
\_\_\_\_\_  
Attorney Signature

RACHEL TWEEDY  
Associate Director  
NAB Corporate Property NSW

BLACKTOWN CITY COUNCIL

  
.....  
Judith Portelli  
Manager Development Services

WITNESS  
CAROLINE SHEN  
ANALYST  
NAB Corporate Property NSW  
LEVEL 22, 255 GEORGE ST  
SYDNEY NSW 2000

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
~~General Manager /~~ Authorised Officer

Lengths are in Metres

Sheet 11 of 11 Sheets

Plan:

Plan of Subdivision of Lots 107, 108,  
109 & 110 in DP28833, and Lot 6 in  
DP1189372 covered by Council's  
Subdivision Certificate No. 13345  
Dated 21.10.2015

# DP1204556

## Part 2 (cont)

Signed on behalf of )  
Endeavour Energy )  
ABN 59 253 130 878 )  
by its Attorney pursuant to )  
Power of Attorney Book ~~4677~~ No. ~~686~~ )  
in the presence of: 4693 329 )

Signature of WITNESS

Signature of Attorney

KERAN POOLE

Name of Witness (BLOCK LETTERS)

Helen Smith

Name of Attorney

C/- Endeavour Energy  
51 Huntingwood Drive  
HUNTINGWOOD NSW 2148

Manager Property & Fleet  
Position

Date of Execution: 6 October 2015

Reference: URS16199

REGISTERED  11.11.2015

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer



And the transferee covenant(s) with the transferor(s):-

- 16357RP1
- (a) That no fence shall be erected on the said land to divide it from the Transferors' adjoining lots 17, 18, 19, 20 and 109 Deposited Plan 28833 without the consent of the Transferors but such consent shall not be withheld if the fence shall be erected without expense to the Transferors and in favour of any person dealing with the Transferee such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.
  - (b) That the Transferee shall not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel soil or sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware.

The benefit of the foregoing covenants shall be appurtenant to the said adjoining land of the Transferors but upon transfer of such adjoining land the said covenant (a) shall become absolutely void. The burden of the foregoing covenants is upon the land transferred by this instrument.

The said covenants may be released modified or varied by the registered proprietor for the time being of the land to which the said covenants are appurtenant.

d Strike out if unnecessary, or suitably adjust,

(i) if any covenants are to be created or any exceptions to be made; or

(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

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

ENCUMBRANCES, &c., REFERRED TO. \*

NIL.

\* A very short note will suffice.

K 1165-2. 5r 437

16357RP1

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

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

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

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

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

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

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

Signed at Sydney the 28th day of August 1963.  
Signed in my presence by the transferors }  
JOHN ALLEN TAYLOR and ALEXANDER }  
~~FRANK COWDRILL~~ }  
FRANK COWDRILL who are personally }  
known to me }

*John Allen Taylor*  
*Alexander*

Signed in my presence by GARY }  
LARKIN and SHIRLEY DAKIN who }  
are personally known to me }

*Loyal Gary*  
*986 Hillend Rd,*  
*Boonville*

Signed in my presence by the transferee }  
MICHAEL APAP }  
WHO IS PERSONALLY KNOWN TO ME }

*Michael Apap*  
*Paranáth*

*John Taylor*  
*Alexander*  
Transferors.

*Gary Larkin*  
*Shirley Dakin*

Directing Parties.

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

*Michael Apap*

Transferee(s). 4.7.63

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 72640 Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at Sydney the 28th day of August, 1963.

Signed in the presence of—  
*John F. Charles J.P.*

*Michael Apap*  
*Paranáth*

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

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand nine hundred and \_\_\_\_\_ and declared that he personally knew \_\_\_\_\_ 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 \_\_\_\_\_ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, annuittance or lease, the Transferee must accept personally.

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

16357RP1

16357RP1

No. **J 434704**

2055

LODGED BY **W.S. KAY, DAVIES & CHAMPION,**  
 SOLICITORS,  
 9 GEORGE STREET,  
 PARRAMATTA.  
 635 8821.



**FEES.**  
 The Fees, which are payable on lodgment, are as follows:—  
 (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.  
 (b) A supplementary charge of 10s. is made in each of the following—  
 (i) where a restrictive covenant is imposed; or  
 (ii) a new encumbrance is created; or  
 (iii) a partial discharge of mortgage is endorsed on the transfer.  
 (c) Where a new Certificate of Title must issue the scale charges are—  
 (i) £2 for every Certificate of Title not exceeding 16 folios and without diagram;  
 (ii) £2 10s. 0d. for every Certificate of Title not exceeding 16 folios with one simple diagram;  
 (iii) as approved where more than one simple diagram, or an extensive diagram will appear.  
 Where the engrossing exceeds 16 folios, an amount of 5s. per folium, extra fee is payable.

**DOCUMENTS LODGED HEREWITH.**  
 To be filled in by person lodging dealing.

- 1 \_\_\_\_\_
  - 2 \_\_\_\_\_
  - 3 \_\_\_\_\_
  - 4 \_\_\_\_\_
  - 5 \_\_\_\_\_
  - 6 \_\_\_\_\_
- } Received Docs. Nos.  
 } Receiving Clerk.

**PARTIAL DISCHARGE OF MORTGAGE.**

(N.B.—Before execution read marginal note.)

**AUTOMOBILE & GENERAL FINANCE COMPANY LIMITED**

mortgages under Mortgage No. J.193550

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at Sydney this 1<sup>st</sup> day of August 1963.

Signed in my presence by D. LAZARUS  
 and R. B. Gard as the duly constituted attorneys of **AUTOMOBILE AND GENERAL FINANCE COMPANY LIMITED** who are personally known to me,  
John H. J. E. E. E. J.P.

Signed by [Signature]  
**AUTOMOBILE AND GENERAL FINANCE COMPANY LIMITED**  
 By its Attorneys  
[Signature]  
 Mortgagee.

INDEXED	MEMORANDUM OF TRANSFER <u>Consent to be made.</u>
Checked by <u>[Signature]</u>	Particulars entered in Register Book, Volume <u>7790</u> Folios <u>29 &amp; 30</u>
Passed (in S.D.B.) by <u>[Signature]</u>	<b>M.P.D.</b> the <u>28<sup>th</sup></u> day of <u>November</u> 1963 at <u>55</u> minutes past <u>11</u> o'clock in the <u>fore</u> noon.
Signed by <u>[Signature]</u>	<u>[Signature]</u> Registrar-General

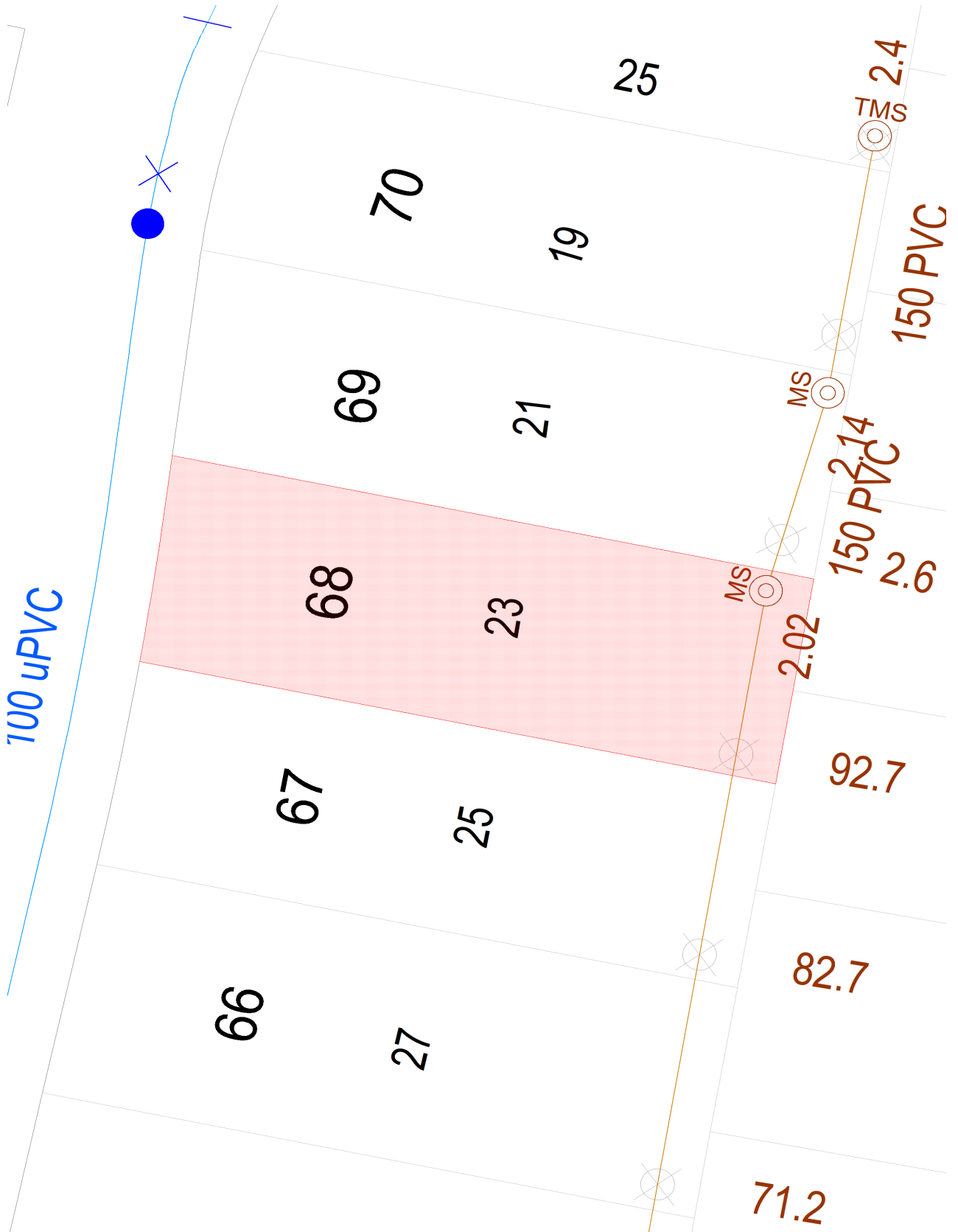
LEAVE THESE SPACES FOR DEPARTMENTAL USE.

**PROGRESS RECORD.**

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	<u>[Signature]</u>	<u>12/11/65</u>
Draft examined	<u>[Signature]</u>	<u>12/11/65</u>
Diagram prepared	<u>[Signature]</u>	<u>13/11/65</u>
Diagram examined	<u>[Signature]</u>	<u>14/1/65</u>
Draft forwarded	<u>[Signature]</u>	<u>14/1/65</u>
Supt. of Engrossers	<u>[Signature]</u>	
Cancellation Clerk	<u>[Signature]</u>	<u>18/11/65</u>
Vol. <u>9906</u> Fol. <u>244</u>		

*Urgent 12/11/65*

Service Location Print  
Application Number: 8003196160



Document generated at 02-03-2024 12:50:07 PM

**Disclaimer**

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

# Asset Information

## Legend

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

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## 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: 8003196144

SEWER SERVICE DIAGRAM					
Lot No. <u>68</u>	DP No. <u>1204586</u>	House No. _____	Street <u>ANTONIA PARADE</u>		
SUBURB OF <u>SCHOEFIELDS</u>			LGA <u>BLACKTOWN</u>		
Licence No. <u>LS57</u>			SCALE <u>1:250</u>	SSD No. _____	
Signature: <u><i>Paul Johnson</i></u>			Now / COC No. <u>E044810</u>	Date <u>30/6/16</u>	

<ul style="list-style-type: none"> <li> Boundary Trap</li> <li> Inspection Shaft</li> <li> Inspection Opening</li> <li> Gully</li> <li> FW</li> <li> Vertical Junction</li> <li> Sloped Junction</li> <li> On Back Junction</li> </ul>	<ul style="list-style-type: none"> <li>AAV Air Admittance Valve</li> <li>B Basin</li> <li>Bth Bath Waste</li> <li>Bid Bidet</li> <li>CO Clean Out</li> <li>FW Floor Waste Gully</li> <li>Shr Shower</li> <li>S Sink (Kitchen)</li> </ul>	<ul style="list-style-type: none"> <li>BS Sink (bar)</li> <li>(L) Trough (laundry)</li> <li>WC Water Closet</li> <li>vert Vertical Pipe</li> <li>ws Waste Stack</li> <li>SVP Sewer Vent Pipe</li> <li>V Vent Pipe</li> <li>IPMF Induct Pipe Mica Flap</li> </ul>	<ul style="list-style-type: none"> <li> Chr Chamber</li> <li> Pit</li> <li> Grease Interceptor</li> <li> Pump Unit</li> <li> Onsite Treatment System</li> <li> Reflux Valve</li> <li> Capped Point</li> <li> Provisional (future) drain point</li> </ul>
--	--	--	--

**NOTES:**

- This diagram was supplied by the plumber/drainier whose licence number appears above.
- It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate.
- Any broken/dashed lines denote the assumed (not verified) position of private sewerage services.
- Further acceptable abbreviations may be used as identified in AS/NZS 3500.2:2003 Sanitary Plumbing and Drainage Table 6.1 and Fair Trading's Sewer Service Diagram Requirements document.

© State of New South Wales through NSW Fair Trading April 2014

ANTONIA PARADE

**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**.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:

Purchaser:

Property:

Dated:

---

### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
  - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

### Title

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

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the property for land tax purposes for the current year?

### Survey and building

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

- (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
- when did construction of the swimming pool commence?
  - is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - are there any outstanding notices or orders?
- 18.
- To whom do the boundary fences belong?
  - Are there any party walls?
  - If the answer to Requisition (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

#### **Affectations**

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- any road, drain, sewer or storm water channel which intersects or runs through the land?
  - any dedication to or use by the public of any right of way or other easement over any part of the land?
  - any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- any resumption or acquisition or proposed resumption or acquisition?
  - any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
  - any sum due to any local or public authority? If so, it must be paid prior to completion.
  - any realignment or proposed realignment of any road adjoining the property?
  - any contamination?
- 22.
- Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - If so, do any of the connections for such services pass through any adjoining land?
  - Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

#### **Capacity**

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

#### **Requisitions and transfer**

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

# Planning certificate



## Section 10.7 (2)

We have prepared this Planning Certificate under Section 10.7 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with Schedule 2 of the Environmental Planning and Assessment Regulation 2021.

### Applicant details

APO CONVEYANCING  
SHOP 1 168 LIVERPOOL ROAD  
ASHFIELD NSW 2131

**Your reference** 2401328

### Certificate details

<b>Certificate no.</b>	PL2024/02771	<b>Fee</b>	<b>\$67.00</b>
<b>Date issued</b>	04 March 2024	<b>Urgency fee</b>	<b>N/A</b>
<b>Receipt no</b>	ReceiptNo		

### Property information

<b>Property ID</b>	370810	<b>Land ID</b>	370810
<b>Legal description</b>	LOT 68 DP 1204556		
<b>Address</b>	23 ANTONIA PARADE SCHOFIELDS NSW 2762		
<b>County</b>	CUMBERLAND	<b>Parish</b>	GIDLEY

Within this certificate, we have included references to websites where you may find additional information. If you still require assistance on any matter covered by this certificate, please contact us on 02 5300 6000 or at [s10.7certificates@blacktown.nsw.gov.au](mailto:s10.7certificates@blacktown.nsw.gov.au)

#### Disclaimer

Blacktown City Council gives notice and points out to all users of the information supplied herein, that the information herein has been compiled by Council from sources outside of Council's control. While the information herein is provided with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use, and every user of such information is advised to make all necessary enquiries from the appropriate organisations, institutions and the like.

Blacktown City Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.

## Notice on the NSW Government's review of State Environmental Planning Policies

**This note only applies to land affected by one or more of the following State Environmental Planning Policies (SEPPs), which were repealed on 1 March 2022.**

- State Environmental Planning Policy (Sydney Region Growth Centres) 2006
- State Environmental Planning Policy (State Significant Precincts) 2005
- Sydney Regional Environmental Plan No 30—St Marys
- State Environmental Planning Policy (Western Sydney Parklands) 2009
- State Environmental Planning Policy (Western Sydney Employment Area) 2009
- State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

**From 1 March 2022, the following State Environmental Planning Policies apply as follows:**

- State Environmental Planning Policy (Precincts – Central River City) 2021 applies where:
  - Appendix 3, 4, 6, 7 or 12 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.
  - Appendix 7 or 10 of repealed State Environmental Planning Policy (State Significant Precincts) 2005 applied.
- State Environmental Planning Policy (Precincts – Western Parklands City) 2021 applies where:
  - Appendix 5 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.
  - Sydney Regional Environmental Plan No 30—St Marys applied.
  - State Environmental Planning Policy (Western Sydney Parklands) 2009 applied.
  - State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applied.
- State Environmental Planning Policy (Industry and Employment) 2021 applies where:
  - State Environmental Planning Policy (Western Sydney Employment Area) 2009 applied.

Any reference to repealed SEPPs listed above in this Certificate means either of the SEPPs identified above.

Note that the content of the repealed SEPPs has been transferred and has not changed.

## Employment Land Zones Reforms

From 26 April 2023, [State Environmental Planning Policy Amendment \(Land Use Zones\) 2022 \(829\)](#) applies.

Employment zones commence for land that is affected by Blacktown Local Environmental Plan 2015 on 26 April 2023.

From 26 April 2023, in a document (other than a State Environmental Planning Policy) a reference to a former zone under an environmental planning instrument is taken to include a reference to a new zone under the environmental planning instrument.

To determine the new zone for previously zoned Business and Industrial zoned land please refer to the published equivalent zones tables. <https://www.planning.nsw.gov.au/-/media/Files/DPE/Plans-and-policies/Policy-and-legislation/Planning-reforms/equivalent-zones-tables-per-lep.pdf?la=en>

The Department of Planning and Environment is currently reviewing the translation of employment zones for land that is zoned under a State Environmental Planning Policy.

## Section 10.7 (2)

The following information is provided under Section 10.7(2) of the *Environmental Planning and Assessment Act 1979*. The information relates to the subject land at the date of this Certificate.

### 1. Relevant planning instruments and development control plans

#### 1.1 Environmental planning instruments

The following environmental planning instruments apply to the carrying out of development on the land:

The subject land is zoned under State Environmental Planning Policy (Precincts - Central River City) 2021.

Attachment 1 contains a list of State Environmental Planning Policies that **may** apply to the carrying out of development on the subject land.

#### 1.2 Development control plans

The following development control plans apply to the carrying out of development on the land:

Blacktown City Council Growth Centre Precincts Development Control Plan 2010 (Growth Centres DCP 2010) applies to the subject site.

The Growth Centres DCP 2010 applies to land where either of these State Environmental Planning Policies (SEPPs) apply: SEPP (Precincts - Central River City) 2021 or SEPP (Precincts - Western Parkland City) 2021 (formerly zoned under SEPP Sydney Region Growth Centres) 2006.

The Growth Centres DCP 2010 includes Schedules that contain additional development controls for the Precinct that the site is contained in. Refer to the relevant Schedule for those additional controls.

Note that Blacktown Development Control Plan 2015 generally does not apply to land that a Precinct Plan applies, except where specifically referred to in one of the above SEPPs or in the Growth Centres DCP 2010.

#### 1.3 Proposed environmental planning instruments

The following proposed environmental planning instruments apply to the carrying out of development on the land. They are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979*:

The following draft State Environmental Planning Policies (SEPPs) or Explanation of Intended Effects (EIE) are currently on exhibition or have been exhibited. For more information refer to <https://www.planningportal.nsw.gov.au/draftplans>.

- State Environmental Planning Policy (Sustainable Buildings) 2022

On 29 August 2022, the NSW Government announced changes to the BASIX standards as part of the new this new policy, which will come into effect on 1 October 2023.

- Review of Clause 4.6

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 March and 12 May 2021 to review Clause 4.6 of the Standard Instrument Local Environmental Plan. The Department of Planning has indicated that this matter is currently under consideration.

- Amendment to the then State Environmental Planning Policy (State and Regional Development)

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 2 March to 16 March 2020 to amend State Environmental Planning Policy (State and Regional Development) 2011 to facilitate the efficient delivery of upgrades to existing water treatment facilities in NSW. The Department of Planning has indicated that this matter is currently under consideration.

- Amendment to the then Infrastructure State Environmental Planning Policy

The then NSW Department of Planning, Industry and Environment exhibited and Explanation of Intended Effect from 20 November to 17 December 2020 to amend the Infrastructure SEPP related to health services facilities. The Department of Planning has indicated that this matter is currently under consideration.

- Amendment to the then State Environmental Planning Policy (Sydney Region Growth Centres) 2006

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 7 September to 28 September 2018 to amend State Environmental Planning Policy (Sydney Region Growth Centres) 2006. The Department of Planning has indicated that this matter is currently under consideration.

- Proposed State Environmental Planning Policy (Environment)

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 October 2017 and 31 January 2018 for the proposed Environment SEPP. The Department of Planning has indicated that this matter is currently under consideration.

## 1.4 Proposed development control plans

There are no proposed development control plans which apply to the carrying out of development on the land.

## 2. Zoning and land use under relevant environmental planning instruments

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The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

### 2.1 Zoning

The following is the name(s) of the zone(s) under the environmental planning instrument(s) that applies to the land, including the purposes for which development in the zone(s):

- (a) may be carried out without development consent, and
- (b) may not be carried out except with development consent, and
- (c) is prohibited:

**Zone R2 Low Density Residential**

Below is an extract from the principal Environmental Planning Instrument, outlining the types of development that may or may not be carried out in the above zone.

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

Bed and breakfast accommodation; Business identification signs; Centre-based child care facilities; Community facilities; Drainage; Dual occupancies; Dwelling houses; Earthworks; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Neighbourhood shops; Places of public worship; Roads; Secondary dwellings; Semi-detached dwellings; Shop top housing; Studio dwellings; Veterinary hospitals

**4 Prohibited**

Any other development not specified in item 2 or 3

**2.2 Zoning under draft Environmental Planning Instruments**

The following is the name(s) of the zone(s) under the draft environmental planning instrument(s) that applies to the land, including the purposes for which development in the zone(s):

- (a) may be carried out without development consent, and
- (b) may not be carried out except with development consent, and
- (c) is prohibited:

There is no zoning proposed under a draft environmental planning instruments that applies to the land

**2.3 Additional permitted uses**

The following outlines whether any additional permitted uses apply to the land:

Additional permitted uses may apply to the subject land in line with the following table. Note that section 1.1 of this Planning Certificate outlines if any of the below environmental planning instruments apply.

For more information, please refer to the relevant environmental planning instruments on the NSW Legislation website <https://legislation.nsw.gov.au/>.

Environmental planning instrument	Provisions - Additional permitted uses
Blacktown Local Environmental Plan 2015	Applies to certain land as outlined in clause 2.5.
State Environmental Planning Policy (Precincts—Central River City) 2021	Applies to certain land in the Huntingwood West Precinct, Greystanes Southern Employment Lands site, Riverstone West Precinct Plan, Alex

Environmental planning instrument	Provisions - Additional permitted uses
	Avenue and Riverstone Precinct Plan, Area 20 Precinct Plan, Schofields Precinct Plan, and Blacktown Growth Centres Precinct Plan.
State Environmental Planning Policy (Precincts – Western Parkland City) 2021	Applies to land in the Rouse Hill Regional Park, and to certain land in Marsden Park Industrial Precinct Plan.
State Environmental Planning Policy (Industry and Employment) 2021	Applies to certain land in the western Sydney employment area.

## 2.4 Minimum land dimensions for the erection of a dwelling house

The following outlines whether development standards apply to the land that fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions:

There are no minimum land dimensions for the erection of a dwelling house that apply to land under Blacktown Local Environmental Plan 2015. Dwelling outcomes are controlled by other mechanisms. Refer to Blacktown Local Environmental Plan 2015 for relevant development standards for minimum subdivision lot size, and Blacktown Development Control Plan 2015 for relevant development controls that apply.

The minimum land dimensions for the erection of a dwelling house located in the Sydney region growth centres and affected by State Environmental Planning Policy (Precincts – Central River City) 2021 and State Environmental Planning Policy (Precincts – Western Parkland City) 2021 is found in Part 4, Principal development standards of the relevant appendix.

For land affected by Chapter 6 St Marys of State Environmental Planning Policy (Precincts – Western Parkland City) 2021, the minimum land dimensions for a dwelling house are controlled by the St Marys Eastern Precinct and Ropes Creek Precinct Plans.

For more information, please access the relevant environmental planning instrument listed above at the NSW Legislation website: <https://legislation.nsw.gov.au/>

## 2.5 Biodiversity

The following outlines where the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:

Refer to the Department of Planning and Environment's online tool, which outlines if the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*. The tool is located at:

<https://www.lmbc.nsw.gov.au/Maps/index.html?viewer=BOSETMap>

## 2.6 Conservation area

The following outlines whether the land is in a conservation area:

- a) Priority Conservation Land in the Blacktown local government area is generally located in the following locations:
- Bushland surrounding Prospect Reservoir, Prospect
  - Plumpton Park, Plumpton
  - Nurragingy Reserve, in Doonside/Rooty Hill/Glendenning
  - Doctor Charles McKay Reserve, Mount Druitt
  - Land adjoining Ropes Creek in Mount Druitt, Minchinbury and Eastern Creek
  - Shanes Park woodland
  - Wianamatta Regional Park, Ropes Crossing
  - Bushland in Angus bounded generally by Walker Parade, Park Road, Charlotte Street, Robert Street, Ben Street and Penprase Street
  - Bushland in Colebee to the north of the Westlink M7 and south of Sugarloaf Crescent, Colebee.
- b) The Cumberland Plain Conservation Plan may apply to the site. Under the plan, there is land that is specified as 'certified urban capable land' where certain controls apply. There is also land specified as 'certified major transport corridor'.

The areas where the plan applies are:

- for 'certified urban capable land', certain land in the suburbs of Mount Druitt and Rooty Hill.
- for 'certified major transport corridors', the future Westlink M7 extension corridor generally to the north of Hassall Grove, Bidwill, Shalvey and Willmot, and through the Wianamatta Regional Park to the west of Ropes Crossing.

More information on land is affected by the Cumberland Plain Conservation Plan can be found on the Department of Planning and Environment website:

<https://www.planning.nsw.gov.au/Policy-and-Legislation/Strategic-conservation-planning/Cumberland-Plain-Conservation-Plan/Planning-controls>

The Cumberland Plain Conservation Plan spatial viewer that visually shows the affected areas is also available online at:

[https://webmap.environment.nsw.gov.au/Html5Viewer4142/index.html?viewer=CPCP\\_View](https://webmap.environment.nsw.gov.au/Html5Viewer4142/index.html?viewer=CPCP_View)

## 2.7 Heritage

The following outlines where an item of environmental heritage, or proposed environmental heritage item, is located on the land:

The subject land is not affected by an item of environmental heritage or a proposed environmental heritage item.

### 3. Contributions plans

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#### 3.1 Contribution plans

The following outlines the name of each contributions plan under *the Environmental Planning and Assessment Act 1979*, Division 1 applying to the land:

*Contributions Plan No. 20 - Riverstone and Alex Avenue Precincts* applies to the subject land.

#### 3.2 Draft contributions plans

The following outlines the name of each draft contributions plan under *the Environmental Planning and Assessment Act 1979*, Division 7.1 applying to the land:

Refer to Contributions plans section above to determine if any draft contributions apply.

#### 3.3 Special contributions

The following outlines if the land is in a special contributions area under the *Environmental Planning and Assessment Act 1979*, Division 7.1 applying to the land:

The land may be in a Special Contribution Area as described below.

Land in the Growth Centres that are zoned under State Environmental Planning Policy (Precincts – Central River City) 2021 and State Environmental Planning Policy (Precincts – Western Parkland City) 2021, as specified in section 1.1 of this Planning Certificate, is in a Special Contribution Area, and will incur a Special Infrastructure Contribution.

You can find the map and other relevant information on the Special Contribution Area on the Department of Planning and Environment's website:

<https://www.planning.nsw.gov.au/Plans-for-your-area/Infrastructure-funding/Special-Infrastructure-Contributions/Western-Sydney-Growth-Area-SIC>

An interactive map is on the ePlanning Spatial Viewer under Layers > Development Control > Special Infrastructure Contributions at:

<https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>

### 4. Complying development

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#### 4.1 Where complying development codes apply

The following outlines if the land is land on which complying development may be carried out under each of the development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Council does not have enough information to determine if complying development can apply. For more information, please review the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, available at:

[www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)

## 4.2 Variations to complying development codes

The following outlines if the complying development codes are varied under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Clause 1.12, in relation to the land:

The complying development codes are not varied for the subject land under Schedule 3 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

## 5. Exempt development

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### 5.1 Where exempt development codes apply

The following outlines if the land is on land on which exempt development may be carried out under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Council does not have enough information to determine if exempt development can apply. For more information, please review the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 available at: [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)

### 5.2 Variations to exempt development codes

The following outlines if the exempt development codes are varied, under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Clause 1.12, in relation to the land:

The exempt development codes are not varied for the subject land under Schedule 2 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

## 6. Affected building notices and building product rectification orders

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### 6.1 Affected building notice in force

The following outlines if Council is aware of any affected building notice in force for the subject land:

As at the date of this Planning Certificate, Council is not aware of any affected building notice in force for the subject land.

### 6.2 Affected building rectification order in force

The following outlines if Council is aware of any affected building product rectification order in force for the subject land:

As at the date of this Planning Certificate, Council is not aware of any affected building product rectification order in force for the subject land.

### 6.3 Affected building rectification order – notice of intent

The following outlines if Council is aware of any outstanding notice of intention to make a building product rectification order for the subject land:

As at the date of this Planning Certificate, Council is not aware of any outstanding notice of intention to make a building product rectification order for the subject land.

## 7. Land reserved for acquisition

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### 7.1 Current provisions

The following outlines whether an environmental planning instrument as described in section 1 makes provision for the acquisition of land by an authority of the state, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*:

The land may be reserved for acquisition by an authority of the state. It is reserved where it is located on the Land Reservation Acquisition map. This is an interactive map and can be found on the ePlanning Spatial Viewer under Layers > Principal Planning Layers > Land Reservation Acquisition Map at: <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

There are also Land reservation acquisition maps under each of the following environmental planning instruments, which can be accessed on the NSW Legislation website at: <https://legislation.nsw.gov.au/>

- Blacktown Local Environmental Plan 2015
- State Environmental Planning Policy (Precincts—Central River City) 2021
- State Environmental Planning Policy (Precincts—Western Parkland City) 2021
- State Environmental Planning Policy (Industry and Employment) 2021 (but only where the site is in the Western Sydney employment area, as specified in Chapter 2).

Note that section 1.1 of this Planning Certificate outlines if any of the above environmental planning instruments apply.

### 7.2 Draft provisions

The following outlines whether a draft environmental planning instrument as described in section 1 makes provision for the acquisition of land by an authority of the state, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*:

A draft environmental planning instrument referred to in section 1 of this certificate may make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

## 8. Road widening and road realignment

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The following outlines whether the land is affected by road widening or road realignment.

### 8.1 The Roads Act 1993 Part 3 Division 2

The subject land is not affected by road widening or road realignment under the Roads Act 1993 Part 3 Division 2.

## 8.2 An environmental planning instrument

The subject land is not affected by road widening or road realignment under an environmental planning instrument.

## 8.3 A resolution of the Council

The subject land is not affected by road widening or road realignment under any resolution of the Council.

## 9. Flood related development controls

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**9.1** If the land or part of the land is within the flood planning area and subject to flood related development controls.

Yes/No

**9.2** 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.

Yes/No

**9.3** The flooding precincts are shown on Maps online, within the layer titled "Flooding Precincts".

A link to this map can be found here: <https://www.blacktown.nsw.gov.au/Plan-build/Stage-2-plans-and-guidelines/Online-planning-tools/BLEP-2015-Maps-online>

They are based on results of engineering flood studies commissioned by Council or other government authorities. The information provided in this section is general advice based on results of engineering flood studies commissioned by Council or other government authorities. For more detailed flood information, please contact Council's Flooding Section and/or email [Floodadvice@blacktown.nsw.gov.au](mailto:Floodadvice@blacktown.nsw.gov.au)

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

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The following outlines whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of:

### 10.1 Land slip

Council does not have an adopted policy that restricts the development of the land because of the likelihood of land slip.

### 10.2 Bush fire

Council does not have an adopted policy that restricts the development of the land because of the likelihood of bush fire.

The Rural Fire Services' 'Planning for Bush Fire Protection 2019' provides development standards for designing and building on bush fire prone land in New South Wales. The document is available on the Rural Fire Service's website at:

<https://www.rfs.nsw.gov.au/plan-and-prepare/building-in-a-bush-fire-area/planning-for-bush-fire-protection>

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to bush fire that are to be considered, where applicable.

### **10.3 Tidal inundation**

Council does not have an adopted policy that restricts the development of the land because of the likelihood of tidal inundation.

### **10.4 Subsidence**

Council does not have an adopted policy that restricts the development of the land because of the likelihood of subsidence.

### **10.5 Acid sulfate soils**

Council does not have an adopted policy that restricts the development of the land because of the likelihood of acid sulfate soils.

### **10.6 Contamination**

Council does not have an adopted policy that restricts the development of the land because of the likelihood of contamination.

Chapter 4, Remediation of land of the State Environmental Planning Policy (Resilience and Hazards) 2021 sets out provisions in relation to contamination. The document is available on the NSW Legislation website at: <https://legislation.nsw.gov.au/>.

Contaminated land planning guidelines are also available on the Environment Protection Authority's (EPA) website at <https://www.epa.nsw.gov.au/-/media/epa/corporate-site/resources/clm/managing-contaminated-land-guidelines-remediation.pdf>

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to contamination that are to be considered, where applicable.

### **10.7 Aircraft noise**

Council does not have an adopted policy that restricts the development of the land because of the likelihood of aircraft noise.

### **10.8 Salinity**

Council does not have an adopted policy that restricts the development of the land because of the likelihood of salinity.

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to salinity.

### **10.9 Coastal hazards**

Council does not have an adopted policy that restricts the development of the land because of the likelihood of coastal hazards.

### 10.10 Sea level rise

Council does not have an adopted policy that restricts the development of the land because of the likelihood of sea level rise.

### 10.11 Other risks

Council has adopted an Asbestos Policy which may restrict development on the subject land. The Asbestos policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. The policy is available on Council's website: [www.blacktown.nsw.gov.au](http://www.blacktown.nsw.gov.au)

The Policy should be considered in the context of any other relevant NSW legislation and guidelines.

## 11. Bushfire prone land

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The following outlines if any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*:

The land the subject of this certificate has been identified on Council's Bush Fire Prone Land Map as being within 100m buffer around Category 1.

The *Rural Fires and Environmental Assessment Legislation Amendment Act 2002*, which came into force on 1 August 2002, introduced development provisions for bush fire prone land as shown on a Bush Fire Prone Land Map. Bush fire prone land is land that has been designated by the Commissioner of the NSW Rural Fire Service as being bush fire prone due to characteristics of vegetation and topography. On land that is bush fire prone, certain development may require further consideration under Section 79BA or Section 91 of the *Environmental Planning & Assessment Act 1979* and under Section 100B of the *Rural Fires Act 1997*.

## 12. Loose-fill asbestos insulation

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The following outlines 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:

As at the date of this Planning Certificate, the land to which this certificate relates has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. Contact NSW Fair Trading on 13 32 20 or visit the website for more information at <https://www.fairtrading.nsw.gov.au/>

## 13. Mine subsidence

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The land is not in an area proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

## 14. Paper subdivision information

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### 14.1 Development plan adopted

The following outlines whether a development plan has been adopted by a relevant authority that applies to the land:

The land is not subject to a development plan adopted by a relevant authority.

### 14.2 Development plan adopted – subject to ballot

The following outlines whether a development plan has been adopted by a relevant authority that is proposed to be subject to a ballot, and if so, the name of the plan:

The land is not subject to a development plan that has been adopted by a relevant authority that is proposed to be subject to a ballot.

### 14.3 Subdivision order

The following outlines if a subdivision order applies to the land, and if so, the date of the subdivision order:

The land is not subject to a subdivision order.

## 15. Property vegetation plans

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There is no land in the local government area that is subject to an approved Property vegetation plan, which is in force under the Part 4 of the *Native Vegetation Act 2003*:

## 16. Biodiversity stewardship sites

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The following outlines if the land is subject to a Biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*:

Council has not been notified that the land is subject to a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*.

## 17. Biodiversity certified land

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The following outlines if the land is biodiversity certified land under the Part 8 of the *Biodiversity Conservation Act 2016*.

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

All or part of the land is biodiversity certified land under the Biodiversity Conservation Act 2016.

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

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The following outlines whether Council has been notified of an order that has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land:

Council has not been notified of an order under the Act in respect of tree(s) on the land.  
Council has not verified whether any order has been made of which it has not been notified.  
The applicant should make its own enquiries in this regard if this is a matter of concern.

*Trees (Disputes Between Neighbours) Act 2006* decisions by local government area can be found on the Land and Environment Court of New South Wales website at:

<https://www.lec.nsw.gov.au/lec/types-of-cases/class-2---tree-disputes-and-local-government-appeals/development-application-appeals/helpful-materials/merit-decisions-by-local-government-areas.html>

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

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According to Council's records the owner (or previous owner) of the land **has not** consented in writing to the land being subject to annual charges for coastal protection services relating to existing coastal protection works (within the meaning of section 496B of the *Local Government Act 1993*).

## 20. Western Sydney Aerotropolis

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The following outlines if, whether under Chapter 4 of the State Environmental Planning Policy (Precincts—Western Parkland City) 2021, the land is:

### 20.1 In a contour of 20 or greater, as shown on the Noise exposure contour map or Noise exposure forecast contour map

This does not apply to any land in the Blacktown local government area.

### 20.2 On the Lighting intensity and Wind shear map

This does not apply to any land in the Blacktown local government area.

### 20.3 On the Obstacle limitation surface map

The land may be shown on the Obstacle limitation surface map. This applies to some areas in the suburbs of Prospect (around Prospect Reservoir), Eastern Creek, Minchinbury, and small areas of Bungaribee and Mount Drutt. For more information refer to the Obstacle limitation surface map on the NSW Legislation website:

<https://www.planningportal.nsw.gov.au/publications/environmental-planning-instruments/state-environmental-planning-policy-precincts-western-parkland-city-2021>

### 20.4 On the Public safety area map:

This does not apply to any land in the Blacktown local government area.

## 20.5 In the '3 kilometre' or '13 kilometre' wildlife buffer zone on the Wildlife buffer zone map:

The 3 kilometre wildlife buffer zone does not apply to any land in the Blacktown local government area.

The land may be in the '13 kilometre wildlife buffer zone' on the Wildlife buffer zone map. This applies primarily to some industrial areas of Eastern Creek and some parts of Minchinbury and Mount Druitt.

An interactive map is available on the ePlanning Spatial Viewer under Layers > State Environmental Planning Policies > SEPP (Precincts – Western Parkland City) 2021 > SEPP (Western Sydney Aerotropolis) 2020 > Wildlife Buffer Zone <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

## 21. Development consent conditions for seniors housing

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The following outlines whether or not Chapter 3, Part 5 of the State Environmental Planning Policy (Housing) 2021 applies to the land, and if so, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in section 88(2) of that policy:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of seniors housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

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

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### 22.1 Site compatibility certificate

The following outlines whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate in relation to proposed development on the land, and if so, the period for which the certificate is current. Note that a copy may be obtained from the Department of Planning and Environment where this applies. For more information, visit the planning portal at: <https://pp.planningportal.nsw.gov.au/SCC>

A site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate in relation to proposed development on the land, has not been issued.

## 22.2 SEPP Housing - conditions of consent

The following outlines if Chapter 2, Part 2, Division 1 or 5 of the State Environmental Planning Policy (Housing) 2021 applies to the land, and if so, any conditions of a development consent in relation to the land that are of a kind referred to in section 21(1) or 40(1) of that Policy:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of affordable rental housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

## 22.3 SEPP Affordable rental housing - conditions of consent

The following outlines if there are any conditions of a development consent in relation to land that are of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009, and if so, the conditions:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of affordable rental housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

## 23. Matters under the Contaminated Land Management Act 1997, section 59(2)

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### 23.1 Significant contamination

The following outlines if the land, or part of the land, to which this certificate relates, is significantly contaminated land at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of the land being significantly contaminated land. The NSW Environment Protection Authority's website records if the land is significantly contaminated land. For more information visit <https://www.epa.nsw.gov.au/>

### 23.2 Management order

The following outlines if the land to which this certificate relates is subject to a management order at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of a management order applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to a management order. For more information visit

<https://www.epa.nsw.gov.au/>

### 23.3 Voluntary management proposal

The following outlines if the land is the subject of an approved voluntary management proposal at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of an approved voluntary management proposal applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to a voluntary management proposal. For more information visit

<https://www.epa.nsw.gov.au/>

### 23.4 Maintenance order

The following outlines if the land to which the certificate relates is subject to an ongoing maintenance order:

As at the date of this Planning Certificate, Council is not aware of an ongoing maintenance order applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to an ongoing maintenance order. For more information visit

<https://www.epa.nsw.gov.au/>

### 23.5 Site audit statement

The following the outlines if the land to which the certificate relates is the subject of a site audit statement, and if a copy of such a statement has been provided at any time to Council:

- Council's records are currently incomplete in relation to this matter.
- If Council holds a copy of a Site Audit Statement (SAS) applying to the land, it will be found in the documents lodged with a development application for the land. If required, a copy of SAS related development application documents can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

## **Attachment 1 – State Environmental Planning Policies**

In addition to the principal environmental planning instrument identified in section 1.1 of this Certificate, the following State Environmental Planning Policies may also affect the development on the subject land.

### **State Environmental Planning Policy (Housing) 2021**

The principles of this policy include to

- enable development of diverse housing types, including purpose-built rental housing
- encourage the development of housing that will meet the needs of housing that will meet the needs of low income, vulnerable and seniors and people with a disability
- ensure housing developments with reasonable level of amenity.

This policy is the consolidation of repealed policies including the Affordable Rental Housing SEPP (2009), Housing for Seniors SEPP (2004), SEPP No 21 Caravan Parks, SEPP 70 Affordable Housing.

**Note:** that General savings provisions apply for the repealed instruments in line with Schedule 7 Savings and transitional provisions of the policy.

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

This policy aims to ensure consistency in the implementation of the BASIX scheme throughout NSW by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

On 29 August 2022, the Department of Planning and Environment announced changes to the BASIX standards as part of the new State Environmental Planning Policy (Sustainable Buildings) 2022, which will come into effect on 1 October 2023.

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

This policy is also known as the Codes SEPP and includes a number of codes that allow for certain types of development to be undertaken without the need for Council approval. They are known as either Exempt development or Complying development, which allows for approval under a fast-track system, if the relevant standards are met.

### **State Environmental Planning Policy No 65 - Design Quality of Apartments**

This policy aims to improve the design quality of residential apartment development through the application of 9 design quality principles. The policy also provides requirements for a constituted design review panel to provide independent expert advice to Council on the merit of residential flat developments. A design review panel is not mandatory.

### **State Environmental Planning Policy (Biodiversity and Conservation) 2021**

This policy contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application
- the land use planning and assessment framework for koala habitat
- provisions that establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray
- provisions seeking to protect and preserve bushland within public open space zones and reservations
- provisions which aim to prohibit canal estate development
- provisions to support the water quality objectives for the Sydney drinking water catchment
- provisions to protect the environment of the Hawkesbury-Nepean River system
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

### **State Environmental Planning Policy (Industry and Employment) 2021**

This policy contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

### **State Environmental Planning Policy (Planning Systems) 2021**

This policy:

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

### **State Environmental Planning Policy (Primary Production) 2021**

This policy contains planning provisions:

- to manage primary production and rural development including supporting sustainable agriculture
- for the protection of prime agricultural land of state and regional significance as well as regionally significant mining and extractive resources.

### **State Environmental Planning Policy (Precincts - Central River City) 2021**

This policy contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this policy are within the Central River City. The Central River City is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Precincts – Western Parkland City) 2021 This policy contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this policy are within the Western Parkland City.

The Western Parkland City is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

### **State Environmental Planning Policy (Resilience and Hazards) 2021**

This policy contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the *Coastal Management Act 2016*
- to manage hazardous and offensive development
- that provide a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

### **State Environmental Planning Policy (Resources and Energy) 2021**

This policy contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW
- that aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area. It identifies land that contains extractive material of regional significance.

### **State Environmental Planning Policy (Transport and Infrastructure) 2021**

This policy contains:

- planning provisions for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery
- planning provisions for child-care centres, schools, TAFEs and universities
- planning controls and reserves land for the protection of 3 transport corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line)
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

End of certificate