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# Contract for the sale and purchase of land 2016/17 edition

TERM	MEANING OF TERM	eCOS ID: 37860442	NSW Duty:
vendor's agent	One Concept Real Estate Group 6 Osburn Place ST HELENS PARK NSW 2560		Phone: 0424 520 489 Fax: Ref:
co-agent			
vendor	Marija Sabljak 4 Findley Road BRINGELLY NSW 2556		
vendor's solicitor	East West Conveyancing PO Box 572 INGLEBURN NSW 1890 DX 3401 INGLEBURN		Phone: 9829 8494 Fax: 9829 1399 Ref: 7991
date for completion	42 days after the contract date (clause 15)		Email: glen@eastwestconveyancing.com.au
land	2 RACECOURSE AVE MENANGLE PARK NSW 2563 (Address, plan details and title reference) LOT 2 IN DEPOSITED PLAN 656920 2/656920		
improvements	<input checked="" type="checkbox"/> Vacant Possession <input type="checkbox"/> Subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input checked="" type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:	
exclusions		
purchaser		
purchaser's solicitor	Phone: Fax: Ref:	
price	\$	Email:
deposit	\$	(10% of the price, unless otherwise stated)
balance	\$	
contract date		(if not stated, the date this contract was made)

buyer's agent

vendor

witness

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

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

- vendor agrees to accept a deposit-bond (clause 3)  NO  yes  
 proposed *electronic transaction* (clause 30)  NO  yes

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)

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 29 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 30 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 31 strata by-laws not set out in legislation
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 32 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 33 strata management statement
<input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)	<input type="checkbox"/> 34 leasehold strata - lease of lot and common property
<input type="checkbox"/> 7 section 149(5) information included in that certificate	<input type="checkbox"/> 35 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 8 service location diagram (pipes)	<input type="checkbox"/> 36 plan creating neighbourhood property
<input type="checkbox"/> 9 sewerage service diagram (property sewerage diagram)	<input type="checkbox"/> 37 neighbourhood development contract
<input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 38 neighbourhood management statement
<input type="checkbox"/> 11 section 88G certificate (positive covenant)	<input type="checkbox"/> 39 property certificate for precinct property
<input type="checkbox"/> 12 survey report	<input type="checkbox"/> 40 plan creating precinct property
<input type="checkbox"/> 13 building certificate given under legislation	<input type="checkbox"/> 41 precinct development contract
<input type="checkbox"/> 14 insurance certificate (Home Building Act 1989)	<input type="checkbox"/> 42 precinct management statement
<input type="checkbox"/> 15 brochure or warning (Home Building Act 1989)	<input type="checkbox"/> 43 property certificate for community property
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 44 plan creating community property
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 45 community development contract
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 46 community management statement
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 47 document disclosing a change of by-laws
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 48 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 49 document disclosing a change in boundaries
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 50 certificate under Management Act – section 109 (Strata Schemes)
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 51 certificate under Management Act – section 26 (Community Land)
Swimming Pools Act 1992	Other
<input type="checkbox"/> 24 certificate of compliance	<input type="checkbox"/> 52
<input type="checkbox"/> 25 evidence of registration	
<input type="checkbox"/> 26 relevant occupation certificate	
<input type="checkbox"/> 27 certificate of non-compliance	
<input type="checkbox"/> 28 detailed reasons of non-compliance	

## WARNING— SWIMMING POOLS

An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

## 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.

## 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.

### COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

## 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:

Australian Taxation Office	NSW Department of Education
Council	NSW Fair Trading
County Council	NSW Public Works
Department of Planning and Environment	Office of Environment and Heritage
Department of Primary Industries	Owner of adjoining land
East Australian Pipeline Limited	Privacy
Electricity and gas authority	Roads and Maritime Services
Land & Housing Corporation	Telecommunications authority
Local Land Services	Transport for NSW
Mine Subsidence Board	Water, sewerage or drainage authority

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 may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

## 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 or mediation (for example mediation under the Law Society Mediation Model and Guidelines).

## AUCTIONS

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> ;
<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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	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>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

**3 Deposit-bond**

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

**4 Transfer**

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

**5 Requisitions**

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

**6 Error or misdescription**

- 6.1 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**

- 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; 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.
- 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 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 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 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, pay an expense of another party or pay an amount 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 amount; but
- 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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, 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.

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

#### 15 Date for completion

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

#### 16 Completion

##### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less:
- any deposit paid;
  - if clause 31 applies, the *remittance amount*; and
  - any amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 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 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

**23 Strata or community title**

- 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 –  
 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified 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;
- 'common property' includes association property for the scheme or any higher scheme;  
 'contribution' includes an amount payable under a by-law;  
 '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;  
 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;  
 'the *property*' includes any interest in common property for the scheme associated with the lot;  
 '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 sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
- 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
- 23.6.3 the purchaser is liable for all other contributions levied 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.
- 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 not disclosed in this contract; or
  - 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; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under s109 Strata Schemes Management Act 1996 or s26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.

- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 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.
- 23.18 If a general meeting of the owners corporation is convened before completion –
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

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

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

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* within 7 days after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* within 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* within 7 days after either *party* serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
  - every *party* who has the benefit of the provision serving notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*; and
- 30.1.2 the purchaser serves a notice that it is an *electronic transaction* within 14 days of the contract date.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party*'s own costs;
- associated with the agreement under clause 30.1; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after receipt of the purchaser's notice under clause 30.1.2; and
  - before the receipt of a notice given under clause 30.2;
- is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of receipt of the notice under clause 30.1.2 –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.
- 30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 16.8, 16.12, 16.13, 31.2.2 and 31.2.3 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however



- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                               |   |
|-------------------------------|---|
| <i>adjustment figures</i>     | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>   | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>        | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <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>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 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>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>incoming mortgagee</i>     | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>      | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>    | the participation rules as determined by the <i>ENCL</i> ;  |
| <i>populate</i>               | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>             | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |

### 31 Foreign Resident Capital Gains Withholding

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

## Additional clauses forming part of this contract

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- 30 (a) Clause 16.5 is amended by deleting "plus another 20% of that fee".  
(b) Clause 16.7 is amended by replacing "cash (up to \$2,000) or settlement" with "bank".  
(c) Clause 16.8 is amended by deleting the words "settlement", "\$10" and "cheque" and inserting in place respectively the words "bank", "\$5" and "bank cheque".  
(d) Clause 7.1.1 is amended by substituting 1% in lieu of 5%.  
(e) Clause 14.4.2 is amended by deleting it entirely and replacing with: "by adjusting the actual land tax assessed for the subject property for the year in which this contract is completed, or, if no separate assessment is available, by calculating its separate taxable value on a proportional area basis."
- 31 A sufficient statement of the vendor's title shall be deemed to be included in the description of the property appearing on page one of this contract and such statement shall be deemed to have been given to the purchaser at the date hereof.
- 32 The purchaser warrants that he was not introduced to the property or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right does not merge on completion.
- 33 Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete given by either party to the other party under this contract shall be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion. Further if it becomes necessary for the vendor to issue a Notice to Complete then the purchaser shall pay to the vendor the costs of issue of such Notice assessed at \$220.00 payable on completion.
- 34 (a) The purchaser accepts the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the purchaser cannot make a claim or requisition or rescind or terminate in this regard.  
(b) The purchaser accepts the inclusions specified in their present state and condition subject to fair wear and tear and the vendor shall not be responsible for any loss, mechanical breakdown or reasonable wear and tear in respect thereof occurring after the date of this agreement.
- 35 The purchaser acknowledges that the provisions of this contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this contract or binding on the parties hereto with respect to any of the matters to which this contract relates.
- 36 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if a party (and if more than one person then any one of them) prior to completion:
- 36.1 dies or becomes mentally ill, then either party may rescind this contract by written notice to the other party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or
- 36.2 being a company resolve to go into liquidation or have a petition for its winding up presented or enters into any scheme of arrangement with its creditors or has a liquidator receiver or official manager of it appointed, then that party will be in default under this contract.
- 37 The purchaser must pay all stamp duties (including penalties and fines) which are payable in connection with this contract and indemnifies the vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the Office of State Revenue in relation to those duties. This right continues after completion.

- 38 Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion (which will in this clause include rescission or termination) of this contract pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract. This interest is a genuine pre-estimate of the vendor's loss resulting from the delay in completion, including loss of interest on the purchase money and liability for rates and other outgoings, and will be deemed to be part of the balance of purchase money due and payable on completion.
- 39 The Vendor discloses that SEPP 28 has been repealed and that some provisions of SEPP 25 and SREP 12 that allowed subdivision of dual occupancies have been repealed, and the attached Section 149 Certificate may be inaccurate in respect of those matters.
- 40 The purchaser agrees to release all or such part of the deposit as is required by the vendor as a deposit on or for payment of stamp duty on a contract for real property to be purchased by the vendor. Such funds are to be paid only to a licensed real estate agent or solicitor holding a current practising certificate as stakeholder and providing such funds shall be held within the Trust Account of such real estate agent or solicitor and shall not be further released without the consent of the purchaser or shall be paid to the Office of State Revenue. This clause shall be sufficient and irrevocable authority by the purchaser for the release of said deposit.
- 41 The vendor does not hold a Building Certificate issued under the Local Government Act 1993 in respect of the property. The vendor shall not be required to apply for a Building Certificate, carry out work required by the relevant Council in accordance with a work order made after the date of this contract or otherwise required to be done by the relevant Council before it will issue a Building Certificate, or do anything else necessary for the issue of a Building Certificate. This contract shall not be conditional upon the issue of a Building Certificate. The purchaser is not entitled to make any objection, requisition or claim for compensation in respect to any such work order or works required by the relevant Council and if this contract is completed the purchaser must at his own expense comply with such work order or works to be done and pay the expense of compliance or do the works required at his own expense. This special condition is subject only to the prescribed warranties contained in Schedule 3 of the Conveyancing Regulations 2005 and s52A of the Conveyancing Act 1919
- 42 The purchaser warrants:
- (a) that the purchaser (and if more than one each of the purchasers) is ordinarily resident in Australia within the Foreign Takeovers Act 1975 (Commonwealth);
  - (b) that the provisions of the Foreign Takeovers Act 1975 (Commonwealth) requiring the obtaining of consent to this transaction do not apply to the purchaser and to this purchase.
- In the event of a breach of this warranty, whether deliberately or unintentionally, the purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof. This warranty shall not merge on completion.
- 43 Despite any other provision of this contract, if the vendor provides written agreement to accept a deposit paid in instalments and:-
- (a) the initial instalment of the deposit agreed to be paid (or actually paid) by the purchaser is less than ten percent (10%) of the purchase price; and
  - (b) the vendor becomes entitled to forfeit the deposit in accordance with Clause 9 of the contract,
- then the purchaser will immediately upon demand pay to the vendor any unpaid instalments of the deposit, to the intent that the full deposit of ten percent (10%) of the purchase price is forfeitable by way of deposit upon default. Any unpaid instalments of the deposit will be recoverable from the purchaser as a debt.
44. Should completion be cancelled or postponed as a result of the inability on the part of the purchaser to complete the transaction and the vendor incurs additional agency fees, including the vendor's mortgagee's additional agency fees, as a result of such failure to complete or postponement of settlement, then the purchaser will reimburse the vendor for those additional agency fees.
45. If there is a discrepancy between these special conditions and any other clause in this contract than these special conditions shall prevail.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

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FOLIO: 2/656920

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
18/7/2017	12:00 PM	1	19/11/2010

LAND

-----

LOT 2 IN DEPOSITED PLAN 656920  
LOCAL GOVERNMENT AREA CAMPBELLTOWN  
PARISH OF MENANGLE COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP656920

FIRST SCHEDULE

-----

MARIJA SABLJAK

(ND AF889593)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 V87248 EASEMENT FOR WATER MAIN AFFECTING THE PART OF THE  
LAND ABOVE DESCRIBED SHOWN AS "EASEMENT FOR WATER MAIN  
OVER LINE OF EXISTING PIPES" IN PLAN ANNEXED TO V87248

NOTATIONS

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UNREGISTERED DEALINGS: NIL

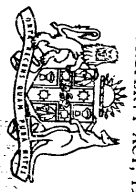
\*\*\* END OF SEARCH \*\*\*

PERSONS ARE CAUTIONED AGAINST ALTERING OR ADDING TO THIS CERTIFICATE OR ANY NOTIFICATION HEREON  
 (Page 1) Vol. 15340 Fol. 218

NEW SOUTH WALES  
 REAL PROPERTY ACT, 1900  
 TORRENS TITLE  
 Register

First Title Old System  
 Prior Title Vol. 11643 Fol. 114

Vol. 15340 Fol. 218  
 20 5 1995



I certify that the person named in the First Schedule is the registered proprietor of an estate in fee simple (or such other estate or interest as is set out below) in the land described subject to the recordings appearing in the Second Schedule and to the provisions of the Real Property Act, 1900.

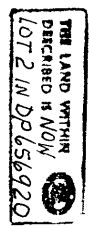
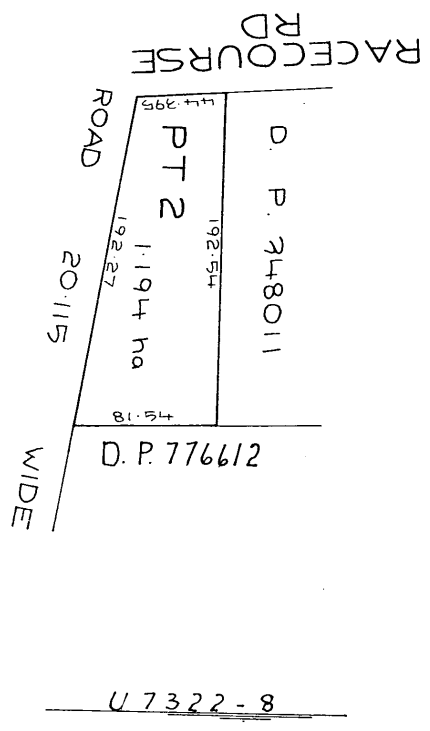
SEE AUTO FOLIO

*[Signature]*  
 Registrar General.



PLAN SHOWING LOCATION OF LAND

LENGTHS ARE IN METRES



V87248  
*[Handwritten signature]*

LAND REFERRED TO

Part Lot 2 in Deposited Plan 10718 shown in the plan hereon at Menangle Park in the City of Campbelltown Parish of Menangle County of Cumberland.

FIRST SCHEDULE

~~ALAN BARTLE EVANS and BRIDGET MARY EVANS as Joint Tenants.~~

SECOND SCHEDULE

- Reservations and conditions in the Crown Grant.
- V87248 "Easement for Water Main affecting the part of the land above described shown as "Easement for Water Main over Line of Existing Pipes" in plan annexed to V87248.

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SEAL OF THE REGISTRAR GENERAL ARE CANCELLED

DP 656920
Prepared : 27. 4. 1995
This plan has been created to provide a unique identifier to enable the issue of an Automated Torrens Title for the land comprised in folio of the Register
Volume 15340 Folio 218

Metric Conversion Chart

Feet	Inches	Metres
1/4	0.0064	
1/2	0.0127	
3/4	0.0190	
1	0.0254	
2	0.0508	
3	0.0762	
4	0.1016	
5	0.1270	
6	0.1524	
7	0.1778	
8	0.2032	
9	0.2286	
10	0.2540	
11	0.2794	
12	0.3048	
15	0.4572	
20	0.6096	
30	0.9144	
40	1.2192	
50	1.5240	
60	1.8288	
70	2.1336	
80	2.4384	
90	2.7432	
100	3.0480	
Links		Metres
1/10		0.0201
1		0.2012
100		20.115

Areas	Metres
1 Perch (P)	25.29 m <sup>2</sup>
1 Rood (R)	1012 m <sup>2</sup>
1 Acre (A)	4047 m <sup>2</sup>
1 Hectare (Ha)	10,000 m <sup>2</sup>

RP 13A  
 REGISTRATION CHARGES  
 13 DEC 1984  
 2.35

STAMP DUTY \$60  
 NEW SOUTH WALES  
 2625  
 STAMP DUTY

**TRANSFER**  
 (INCLUDING EASEMENT/COVENANTS)  
 REAL PROPERTY ACT, 1900  
 (See Instructions for Completion on back of form)



V087248

TG 147  
 \$ 70 E

**DESCRIPTION OF LAND** LAND being transferred

Torrens Title Reference	If Part Only, Delete Whole and Give Details	Location
Vol 11643 Fol 114	The Part of Lot 1 in DP10718 comprised in Certificate of Title Volume 11643 Folio 114 <del>Lot 1 in DP 10718</del> <del>Lot 4 in DP 260089</del> EXCLUDING	

Servient Tenement (Land burdened by easement)		Dominant Tenement (Land benefited by easement)	
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference
Part Lot 2 Deposited Plan 10718 Part Volume 11643 Folio 114		Part Lot 1 Deposited Plan 10718 Part Volume 11643 Folio 114	

**TRANSFEROR**  
 Note (c) ALAN BARTLE EVANS formerly of Roseville but now C/- 9 PATRICK Street, Campbelltown, Marketing Manager and BRIDGET MARY EVANS of the same address, his wife

OFFICE USE ONLY  
 N

Note (d) (the abovesigned TRANSFEROR) hereby acknowledges receipt of the consideration of \$1,00 and transfers an estate in fee simple in the land being transferred above described to the TRANSFEREE

**TRANSFEREE**  
 Note (c) STEPHEN JOHN JOPLING of Menangle House, Menangle Road, Menangle Park, Marketing Manager and JENNIFER JOPLING of the same address, his wife

OFFICE USE ONLY

**TENANCY**  
 Note (e) as joint tenants/tenants in common

OVER

**PRIOR ENCUMBRANCES**  
 Note (f) subject to the following PRIOR ENCUMBRANCES 1. .... 2. .... 3. ....

Note (g) AND the TRANSFEROR:—  
 (i) GRANTS/RESERVES an easement as set out in SCHEDULE ONE hereto  
 (ii) COVENANTS with the TRANSFEREE as set out in SCHEDULE TWO hereto

Note (g) AND the TRANSFEREE COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

DATE OF TRANSFER 23 December 1983  
 We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

**EXECUTION**  
 Note (h) Signed in my presence by the Transferor who is personally known to me.  
 Signature of Witness: L A THOMPSON  
 Name of Witness (BLOCK LETTERS): L A THOMPSON  
 Address and occupation of Witness: Lot 23 Volland Hill, Mt VILTON, Secretarial Officer  
 Signature of Transferor: Alan Evans

Note (h) Signed in my presence by the Transferor, who is personally known to me.  
 Signature of Witness: C. J. Willis  
 Name of Witness (BLOCK LETTERS): C. J. Willis  
 Address and occupation of Witness: [Handwritten]

TO BE COMPLETED BY LODGING PARTY Notes (i) and (j)	LODGED BY V. J. PALPH & CO, LAW STATIONERS, LEVEL 16 MARTIN PLACE, SYDNEY, D. X. 347		LOCATION OF DOCUMENTS	
	Delivery Box Number 38W	CT	OTHER	Herewith, In R.P.O. with Produced by

OFFICE USE ONLY	Extra Fee	Checked by EPH	REGISTERED 6-3-1985	15340 (218)	15340 (219)
-----------------	-----------	----------------	---------------------	-------------	-------------

15.

ref for D/E V087248/1

RP 13A

SCHEDULE ONE HEREINBEFORE REFERRED TO

The Transferor hereby grants/reserves to the Transferee full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to the passage and flow of water by means of a pipe beneath the strip of land 1 wide the centre line of which said strip is the whole distance of the centre line of the existing line of water pipe within part Lot 2 in Deposited Plan 10718 as shown on the plan annexed hereto and marked "A" together with the right to use for the purposes of the easement any line of pipes already laid within the servient tenement for the purpose of the passage and flow of water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists to lay place and maintain a line of pipes of sufficient internal diameter beneath the surface of the servient tenement and together with the right for the Transferee and every person authorised by him with any tools implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying inspecting cleansing repairing maintaining or renewing such pipeline or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary PROVIDED THAT the Transferee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surfact as nearly as practicable to its original condition.

Notes (k) and (l)

x *Alv*

x *B. M. Evans*

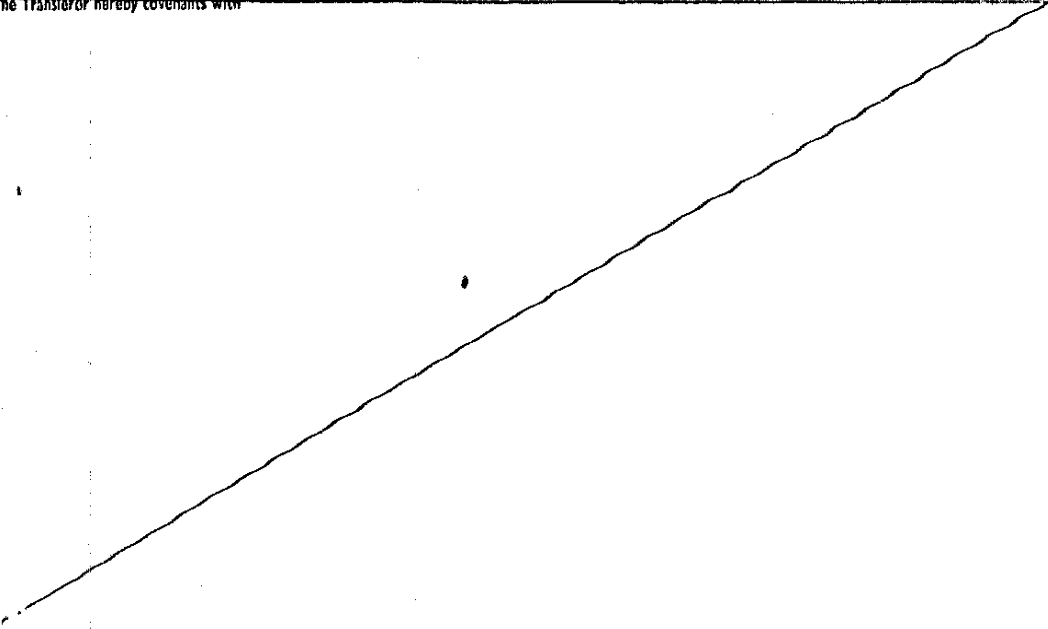
*J. A. Thompson*

*[Signature]*

SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor hereby covenants with

Notes (m) and (l)  
Also complete tenements panel on front of farm



"A"

B

THIS IS THE ANNEXURE MARKED "A" REFERRED TO IN TRANSFER BETWEEN  
ALAN BARTLE EVANS AND BRIDGET MARY EVANS AS TRANSFEROR AND  
STEPHEN JOHN JOPLING AND JENNIFER JOPLING AS TRANSFEREE

PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

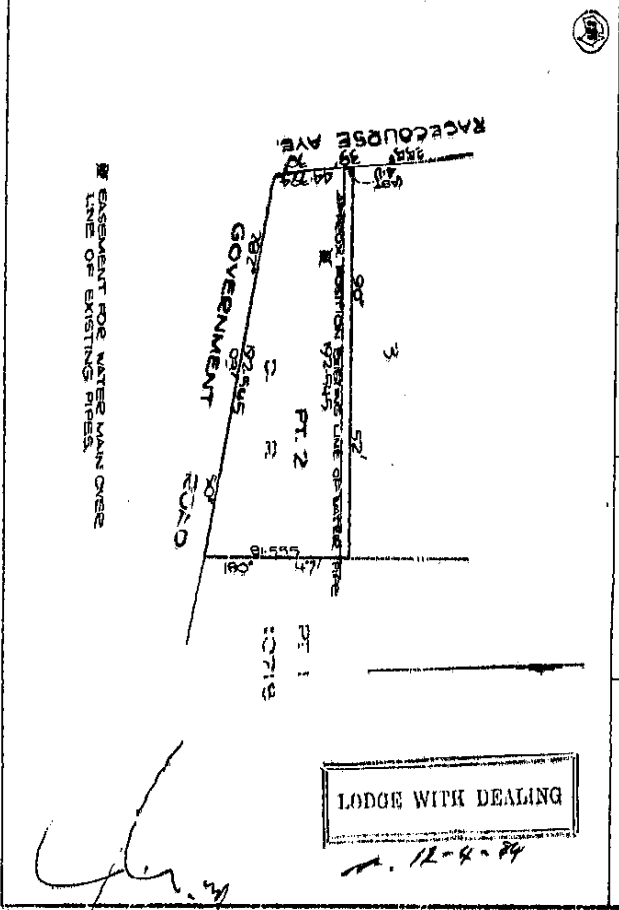
**Council Clerk's Certificate**  
I hereby certify that the requirements of the Local Government Act 1973 (Governing the requirements for the registration of a transfer of land) have been complied with by the applicant in relation to the proposed transfer of land.  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_  
Council Clerk

**Transferor's Certificate**  
I, JOHN ROBERT BLAIR, of 117, DUNDEEN, ST. ANDREW'S, ABERDEEN, hereby certify that the above described land is my own and I have no interest therein.  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_  
Transferor

**PLAN OF EASEMENT FOR WATER SUPPLY OVER LINE OF EXISTING PIPES OVER PT 2 D.P. 10718.**  
Mentmore CAMPBELLTOWN Locality: MENANGLE  
City: \_\_\_\_\_  
County: CUMBERLAND  
Reduction Ratio: 1:200  
Lengths are in metres

187248  
CA  
Time System: \_\_\_\_\_  
Purpose: \_\_\_\_\_  
Ref. Mark: \_\_\_\_\_  
Last Plane: \_\_\_\_\_

Signatures, sale and statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to users.



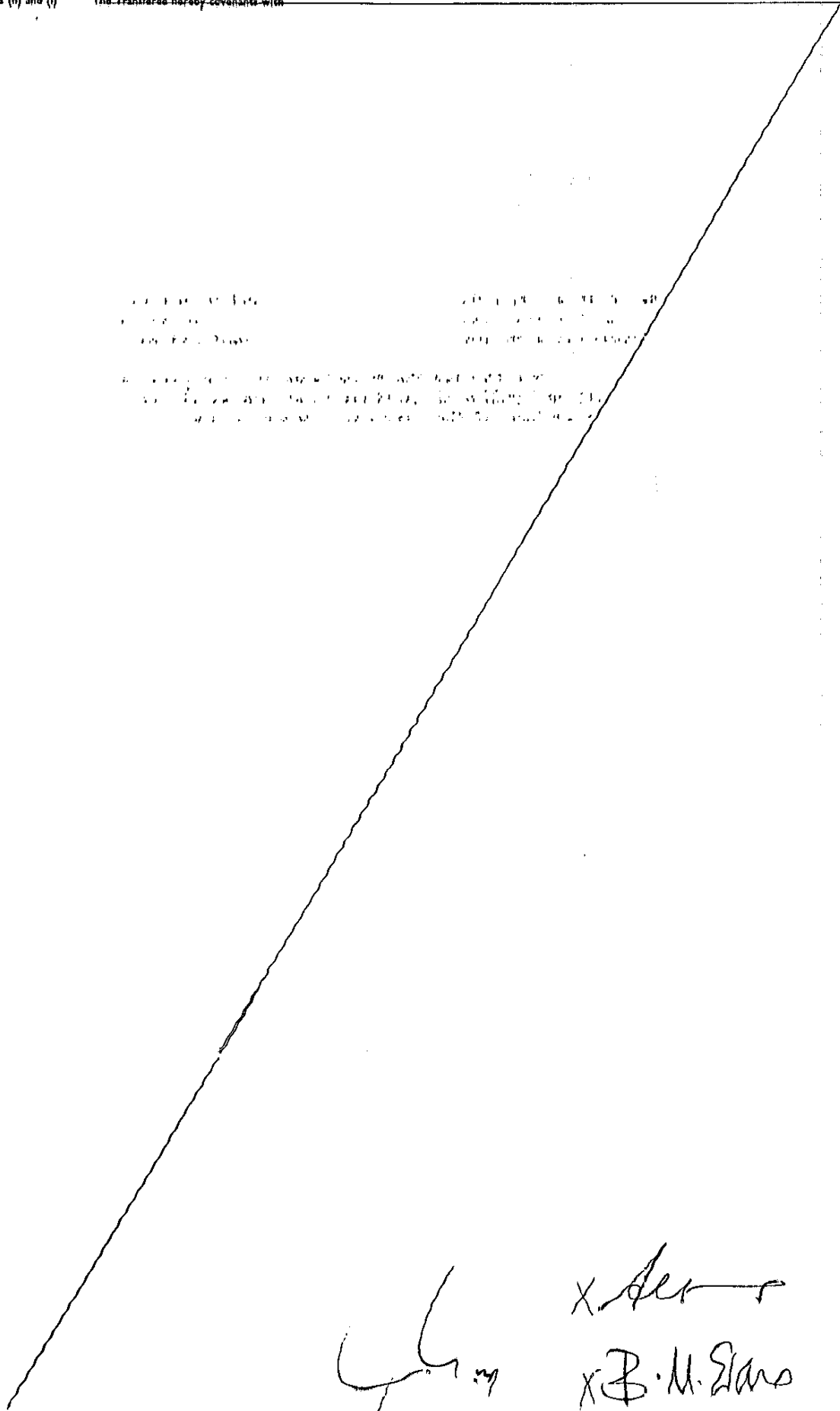
Plan Drawing only to appear in this space  
To Thomas X [Signature] X B.M. [Signature]



RP 13A

SCHEDULE THREE HEREBEFORE REFERRED TO

Notes (n) and (l) The Transferee hereby covenants with \_\_\_\_\_



Faint, illegible text, likely bleed-through from the reverse side of the page.

*[Handwritten signature]*

X *[Handwritten signature]*

X B. M. Stars

*[Handwritten signature]*

RP 13A

**INSTRUCTIONS FOR COMPLETION**

This form is only to be used for the transfer of land together with the granting or reservation of easements and/or the creation of restrictive covenants. For other transfers use forms RP 13, RP 13B, RP 13C, as appropriate.

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to any grant or reservation of easement; otherwise the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

The signatures of the parties and the attesting witnesses should appear below the last provision in the last completed schedule.

Rule up all blanks.

The following instructions relate to the side notes on the form:

- (a) Description of land:
  - (i) **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land being transferred, e.g., 135/SP12345 or Vol. 8514 Fol. 126.
  - (ii) **PART/WHOLE.**—If part only of the land in the folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, &c. See also sections 327 and 327AA of the Local Government Act, 1919.
  - (iii) **LOCATION.**—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., St. Chullosk. If the locality is not shown, insert the Parish and County, e.g., Ph. Lismore Co. Riv.
- (b) **Tenement panel.**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for both the servient and dominant tenements of the easements, e.g., 135/SP12345 or Vol. 8514 Fol. 126, &c. This panel is also to be completed for covenants by the transferor.
- (c) Show the full name, address and occupation or description.
- (d) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.
- (e) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.
- (f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, charge or lease (except where the consent of the mortgagee, chargee or lessee is furnished) and of any writ recorded in the Register.
- (g) Delete whichever words are inappropriate.
- (h) **Execution:**
  - GENERALLY** (i) Should there be insufficient space for execution of this dealing, use an annexure sheet.
  - (ii) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm), to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
  - ATTORNEY** (iii) If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "As by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered in Book No. \_\_\_\_\_ and I declare that I have no notice of the revocation of the said power of attorney."
  - AUTHORITY** (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.
  - CORPORATION** (v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., "In accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation."
- (i) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.
- (j) The lodging party is to complete the **LOCATION OF DOCUMENTS** panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, pbte for probate, L/A for letters of administration, &c.
- (k) State the nature of the easement (see, e.g., section 88A of the Conveyancing Act, 1919) and accurately describe the site of the easement. The grant or reservation of easement (other than an easement in gross) must comply with section 88 of the Conveyancing Act, 1919. If not applicable, rule through this space.
- (l) Annexures should be of the same size and quality of paper and have the same margins as the transfer form. Each such annexure must be identified as an annexure and signed by the parties and the attesting witnesses. Any plan annexed should comply with regulation 37 of the Real Property Act regulations, 1970.
- (m) This space is provided for any restrictive covenant by the transferor (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.
- (n) This space is provided for any restrictive covenant by the transferee (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

OFFICE USE ONLY

DIRECTION: PROP					FIRST SCHEDULE DIRECTIONS	
No. OF NAMES:						
(A)	FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D)   (E)	NAME AND DESCRIPTION	
	11643-114		PROP		THE COMMISSIONER FOR MAIN ROADS 20 ALGACADE LOT 1111 DP160089 (proposed road), STEPHEN JOHN TURLING & JENNIFER TURLING as joint tenants as regards the part of lot 1 in DP10718 excluding lot 1111 DP160089 and ALAN BARTLE EVANS & BRIDGE ST MARY EVANS as joint tenants as regards the residue being part of lot 2 in DP10718 by 20 ALGACADE ROAD 20 ALGACADE V87248 and V400536	
(F)	FOLIO IDENTIFIER (OR RECD. DEALING & FOLIO IDENTIFIER)	(G) DIRECTION	(H) MONTH TYPE	(I) DEALING NUMBER	(K) DETAILS	
	11643-114	ON	EA	V87248	Easement for water Main appurtenant to the part of lot 1 in DP10718 affecting the part of lot 2 in DP10718 shown as "approx position existing line of water pipe" in plan with V87248.	

**Issue Date:** 23 January 2018  
**Application Number:** 201800246  
**Receipt Number:** 3881719

East West Conveyancing  
DX 3401  
INGLEBURN NSW

Your Reference: 7991:10303

## **PLANNING CERTIFICATE UNDER SECTION 149 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

Section 149 Planning Certificate phone enquiries: (02) 4645 4560.

**Property Address:** 2 Racecourse Avenue  
MENANGLE PARK NSW 2563

**Property Description:** Lot 2 DP 656920

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

### **INFORMATION PROVIDED UNDER SECTION 149(2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 (the Act)**

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

**Planning Instrument:** Campbelltown LEP 2015

**Effect:** RE1 Public Recreation

**Planning Instrument:** Campbelltown LEP 2015

**Effect:** R2 Low Density Residential

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

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

Campbelltown LEP 2015

For further information about these local environmental plans and deemed environmental planning instruments, contact Council's Environmental Planning Section on (02) 4645 4601.

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

SEPP No.21 – Caravan Parks

SEPP No.30 – Intensive Agriculture

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SEPP No.33 – Hazardous and Offensive Development  
SEPP No.44 – Koala Habitat Protection  
SEPP No.50 – Canal Estate Development  
SEPP No.55 – Remediation of Land  
SEPP No.64 – Advertising and Signage  
SEPP No.65 – Design Quality of Residential Apartment Development  
SEPP No.70 – Affordable Housing (Revised Schemes)  
SEPP (Vegetation in Non-Rural Areas) 2017  
SEPP No.19 - Bushland in Urban Areas  
SEPP (Building Sustainability Index: BASIX) 2004  
SEPP (State Significant Precincts) 2005  
SEPP (Mining, Petroleum Production and Extractive Industries) 2007  
SEPP (Miscellaneous Consent Provisions) 2007  
SEPP (Infrastructure) 2007  
SEPP (Exempt and Complying Development Codes) 2008  
SEPP (Affordable Rental Housing) 2009  
SEPP (State and Regional Development) 2011  
SEPP (Educational Establishments and Child Care Facilities) 2017  
Sydney REP No.20 - Hawkesbury-Nepean River (No.2 - 1997)

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

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

**Draft local environmental plans (LEPs)**

None

For further information about these draft local environmental plans, contact Council's Environmental Planning Section on (02) 4645 4601.

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

None

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

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

Campbelltown (Sustainable City) DCP 2015

For further information about these development control plans, contact Council's Environmental Planning Section on (02) 4645 4601. Please note that the names of any draft development control plans that apply to the land subject of this certificate, that have been placed on exhibiton by Council but have not yet come into effect, are provided as advice under section 149(5) of the Act.

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

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

RE1 Public Recreation

R2 Low Density Residential

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

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

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

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

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

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

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For further information about items a), b), c), d) and e) above, contact Council's Environmental Planning Section on (02) 4645 4601.

- f) The land subject of this certificate does not include or comprise critical habitat.
- g) The land subject of this certificate is not in a conservation area (however described).
- h) No item of environmental heritage (however described) is situated on the land subject of this certificate.

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

None

**PART 3 – Complying development**

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

Housing Alterations Code – on all of the land

Commercial and Industrial Alterations Code – on all of the land

Subdivisions Code – on all of the land

General Development Code – on all of the land

Demolition Code – on all of the land

Fire Safety Code – on all of the land

Housing Code – on part of the land

Rural Housing Code – on part of the land

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

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

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

Housing Code – on part of the land

Rural Housing Code – on part of the land

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

Because part of the land is reserved for a public purpose by an environmental planning instrument.

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**PART 4 – Coastal protection**

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

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

**PART 5 – Mine subsidence**

The land subject of this certificate is within a proclaimed Mine Subsidence District under the Mine Subsidence Compensation Act 1961. The approval of the Mine Subsidence Board is required for all subdivision and building, except for certain minor structures. Surface development controls are in place to prevent damage from old, current or future mining. It is strongly recommended prospective purchasers consult with the Mine Subsidence Board regarding mine subsidence and any surface development guidelines. The Board can assist with information about mine subsidence and advise whether existing structures comply with the requirements of the Mine Subsidence Compensation Act 1961. For further information, contact the local Mine Subsidence Board on (02) 4677 1967 ([www.minesub.nsw.gov](http://www.minesub.nsw.gov)).

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

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

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

- a) Council has adopted a policy with respect to all land within the Campbelltown City local government area with unusual site conditions. This policy restricts the development of land where extensive earthworks and/or filling has been carried out. Land, the development of which is restricted by this policy, has a restriction as to user placed on the title of the land stating the details of any restriction. Building lots can be affected by excessive land gradient, filling, reactive or dispersive soils, overland flow and/or mine subsidence. Buildings, structures or site works may require specific structural design to ensure proper building construction. Consequently, some applications may require the submission of structural design details and geotechnical reports. It is suggested that prior to lodging an application, enquiries be made to Council's Planning and Environment Division to ascertain any specific requirements.
- b) Council has adopted by resolution the certified Campbelltown LGA Bush Fire Prone Land Map. This map identifies bush fire prone land within the Campbelltown City local government area as defined in section 4(1) of the Act. Where the land subject of this certificate is identified as bush fire prone land, the document entitled "Planning for Bush Fire Protection" prepared by the NSW Rural Fire Service in co-operation with the Department of Planning and dated December 2006 should be consulted with regards to possible restrictions on the development of the land because of the likelihood of bushfire.
- c) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of tidal inundation.

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- d) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of acid sulphate soils.
- e) Council has adopted by resolution a policy on contaminated land which may restrict the development of the land subject of this certificate. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

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

- (1) Development on all or part of the land subject of this certificate for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related controls.
- (2) Development on all or part of the land subject of this certificate for any other purpose is subject to flood related development controls.
- (3) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

Please note that some additional information regarding flooding and flood related development controls may be provided as advice under section 149(5) of the Act.

**PART 8 – Land reserved for acquisition**

An environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land subject of this certificate provides for the acquisition of all or part of the land by a public authority, as referred to in section 27 of the Act.

**PART 9 – Contribution plans**

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

Campbelltown City Council Section 94A Development Contributions Plan

For further information about these contribution plans, contact Council's Environmental Planning Section on (02) 4645 4601.

**PART 9A – Biodiversity certified land**

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

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



**PART 10 – Biodiversity stewardship sites**

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

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

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

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

**PART 11 – Bush fire prone land**

None of the land subject of this certificate has been identified as bush fire prone land on the Campbelltown City Council - Bush Fire Prone Land Map that has been certified for the purposes of section 146(2) of the Act.

**PART 12 – Property vegetation plans**

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

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

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

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

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

No direction, in force under section 75P(2)(c1) of the Act, that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land subject of this certificate under Part 4 of the Act does not have effect, has been issued by the Minister.

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

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

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or People with a Disability) 2004 have been imposed in respect of proposed development on the land subject of this certificate.

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

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

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

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

**PART 18 – Paper subdivision information**

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

**PART 19 – Site verification certificates**

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

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

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

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

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

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

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- (e) The land subject of this certificate is not the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 provided to Council.



Jim Baldwin, per  
**Director City Development**

## Attachment 1

### Campbelltown Local Environmental Plan 2015

#### Zone RE1 Public Recreation

##### 1 Objectives of zone

- To enable land to be used for public open space or recreational purposes.
- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.
- To provide for land uses compatible with the ecological, scientific, cultural or aesthetic values of land in the zone.
- To facilitate the multiple use of certain open space areas.
- To facilitate development that is ancillary or incidental to the special land uses provided for in this zone.
- To provide for the sufficient and equitable distribution of public open space to meet the needs of the local community.
- To preserve and rehabilitate bushland, wildlife corridors and natural habitat, including waterways and riparian lands, and facilitate public enjoyment of these areas.
- To provide for the retention and creation of view corridors.
- To protect and enhance areas of scenic value and the visual amenity of prominent ridgelines.
- To preserve land that is required for public open space or recreational purposes.

##### 2 Permitted without consent

Nil

##### 3 Permitted with consent

Boat launching ramps; Camping grounds; Car parks; Community facilities; Emergency services facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Heliports; Information and education facilities; Jetties; Kiosks; Markets; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Restaurants or cafes; Roads; Signage; Small bars; Water recreation structures; Water supply systems

##### 4 Prohibited

Any development not specified in item 2 or 3

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

## **Attachment 1**

# **Campbelltown Local Environmental Plan 2015**

### **Zone R2 Low Density Residential**

#### **1 Objectives of zone**

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

#### **2 Permitted without consent**

Home occupations

#### **3 Permitted with consent**

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

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**4 Prohibited**

Any development not specified in item 2 or 3

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

## Attachment 2

### Campbelltown Local Environmental Plan 2015

#### 4.1 Minimum subdivision lot size

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

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

- (1) The objectives of this clause are as follows:
  - (a) to provide for the proper and orderly development of land,
  - (b) to ensure that land developed under the *Community Land Development Act 1989* will achieve densities consistent with the objectives of the zone,
  - (c) to protect the curtilage of heritage items and heritage conservation areas.

- (2) This clause applies to a subdivision (being a subdivision that requires development consent) under the *Community Land Development Act 1989* of land in any of the following zones:
- (a) Zone RU2 Rural Landscape,
  - (b) Zone R2 Low Density Residential,
  - (c) Zone R3 Medium Density Residential,
  - (d) Zone R5 Large Lot Residential,
  - (e) Zone E3 Environmental Management,
  - (f) Zone E4 Environmental Living.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies (other than any lot comprising association property within the meaning of the *Community Land Development Act 1989*) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.

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

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

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

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

- (1) The objectives of this clause are as follows:
- (a) to achieve planned residential density in certain zones,
  - (b) to ensure that lot sizes are consistent with the predominant subdivision pattern of the area and maintain a low density residential character in existing neighbourhoods,
  - (c) to facilitate development applications seeking concurrent approval for dual occupancy development and subdivision,



- (d) to prevent the fragmentation of land.
- (2) Despite clause 4.1, development consent may be granted to development for the purpose of a dual occupancy if the development will be on a lot that is at least the minimum size shown on the Lot Size for Dual Occupancy Development Map in relation to that land.
- (3) Despite clause 4.1 and subclause (2), development consent may be granted for the subdivision of land in Zone R2 Low Density Residential into lots that are less than the minimum lot size shown on the Lot Size Map in relation to that land if:
  - (a) there is an existing dual occupancy on the land that was lawfully erected under an environmental planning instrument or there is a development application for the concurrent approval of a dual occupancy and its subdivision into 2 lots, and
  - (b) the lot size of each resulting lot will be at least 300 square metres, and
  - (c) the subdivision will not result in more than one principal dwelling on each resulting lot.

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

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

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
Dwelling house	Zone R2 Low Density Residential	500 square metres	500 square metres
Dual occupancy	Zone R2 Low Density Residential	700 square metres	300 square metres
Semi-detached dwelling	Zone R2 Low Density Residential	700 square metres	300 square metres
Attached dwelling	Zone R2 Low	1,000 square metres	300 square metres

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	Density Residential		
Multi dwelling housing	Zone R2 Low Density Residential	1,000 square metres	300 square metres
Child care centres	Zone R2 Low Density Residential or Zone R3 Medium Density Residential	800 square metres	N/A
Residential flat buildings	Zone R4 High Density Residential	1,200 square metres	1,200 square metres

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

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

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

#### **4.2 Rural subdivision**

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

- (c) Zone RU4 Primary Production Small Lots,
- (d) Zone RU6 Transition.

**Note.** When this Plan was made it did not include all of these zones.

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

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

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

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

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plan of subdivision had been registered before that commencement, or

- (e) is an existing holding, or
- (f) would have been a lot or holding referred to in paragraph (a), (b), (c), (d) or (e) had it not been affected by:
  - (i) a minor realignment of its boundaries that did not create an additional lot, or
  - (ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or
  - (iii) a consolidation with an adjoining public road or public reserve or for another public purpose.

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

- (4) Development consent must not be granted under subclause (3) unless:
  - (a) no dwelling house or dual occupancy (attached) has been erected on the land, and
  - (b) if a development application has been made for development for the purposes of a dwelling house or dual occupancy (attached) on the land—the application has been refused or it was withdrawn before it was determined, and
  - (c) if development consent has been granted in relation to such an application—the consent has been surrendered or it has lapsed.
- (5) Development consent may be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies if there is a lawfully erected dwelling house or dual occupancy (attached) on the land and the dwelling house or dual occupancy (attached) proposed to be erected is intended only to replace the existing dwelling house or dual occupancy (attached).
- (6) Development consent may be granted to convert a dwelling house into, or to replace a dwelling house with, a dual occupancy (attached) on land to which this clause applies if no dual occupancy (attached) exists on the land and the dual occupancy (attached) is designed and will be constructed to have the appearance of a single dwelling.
- (7) In this clause:
  - existing holding** means land that:
    - (a) was a holding on the relevant date, and
    - (b) is a holding at the time the application for development consent referred to in subclause (3) is lodged,

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

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

**relevant date** means:

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

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

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

- (1) The objectives of this clause are as follows:
  - (a) to facilitate, on the same land, the provision of adequate accommodation for employees involved in existing agricultural activities, including agricultural produce industries,
  - (b) to maintain the non-urban landscape and development characters of certain rural and environment protection zones.
- (2) This clause applies to land in the following zones:
  - (a) Zone RU2 Rural Landscape,
  - (b) Zone E3 Environmental Management.
- (3) Development consent must not be granted for the erection of a rural worker’s dwelling on land to which this clause applies unless the consent authority is satisfied that:
  - (a) the development will be on the same lot as an existing lawfully erected dwelling house or dual occupancy (attached), and

- (b) the development will not impair the use of the land for agricultural activities, including agricultural produce industries, and
- (c) the agricultural activity or agricultural produce industry has an economic capacity to support the ongoing employment of rural workers, and
- (d) the development is necessary considering the nature of the existing or proposed agricultural activity or agricultural produce industry occurring on the land or as a result of the remote or isolated location of the land, and
- (e) there will be not more than one rural worker's dwelling on the lot, and
- (f) the development will be a single storey building with a maximum floor area of 120 square metres or not more than 20% of the floor area of any existing dwelling house on that land, whichever is greater.

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

- (1) The objective of this clause is to allow the owners of certain land to which the following environmental planning instruments applied to excise a home-site area from an existing lot (or existing holding) by the means of a subdivision:
  - (a) *Campbelltown Local Environmental Plan No 1*,
  - (b) *Interim Development Order No 15—City of Campbelltown*.
- (2) Subclause (3) applies to each lot to which *Campbelltown Local Environmental Plan No 1* applied immediately before its repeal that:
  - (a) was in existence on 26 June 1981, and
  - (b) is in Zone E3 Environmental Management, and
  - (c) has an area of at least 10 hectares.
- (3) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the proposed subdivision will result in the creation of only 2 lots, each of which must have an area of at least 2 hectares.
- (4) Subclause (5) applies to each lot to which *Interim Development Order No 15—City of Campbelltown* applied immediately before its repeal that:
  - (a) was in existence on 18 July 1973, and
  - (b) is in Zone RU2 Rural Landscape.
- (5) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the smallest lot to be created has an area of at least 2 hectares and is required for the erection of a dwelling house for occupation by:
  - (a) the person who owned the land on 18 July 1973, or
  - (b) a relative of that owner, or

- (c) a person employed or engaged by that owner in the use of land of the owner adjoining or adjacent to that lot for the purpose of agriculture.
- (6) The total number of lots that may be created by the subdivision of land to which subclause (5) applies, whether by one or more subdivisions, must not exceed:
  - (a) if the land to be subdivided had an area of less than 10 hectares—nil, or
  - (b) if the land to be subdivided had an area of at least 10 hectares but less than 40 hectares—1, or
  - (c) if the land to be subdivided had an area of at least 40 hectares but less than 80 hectares—2, or
  - (d) if the land to be subdivided had an area of at least 80 hectares—3.

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

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

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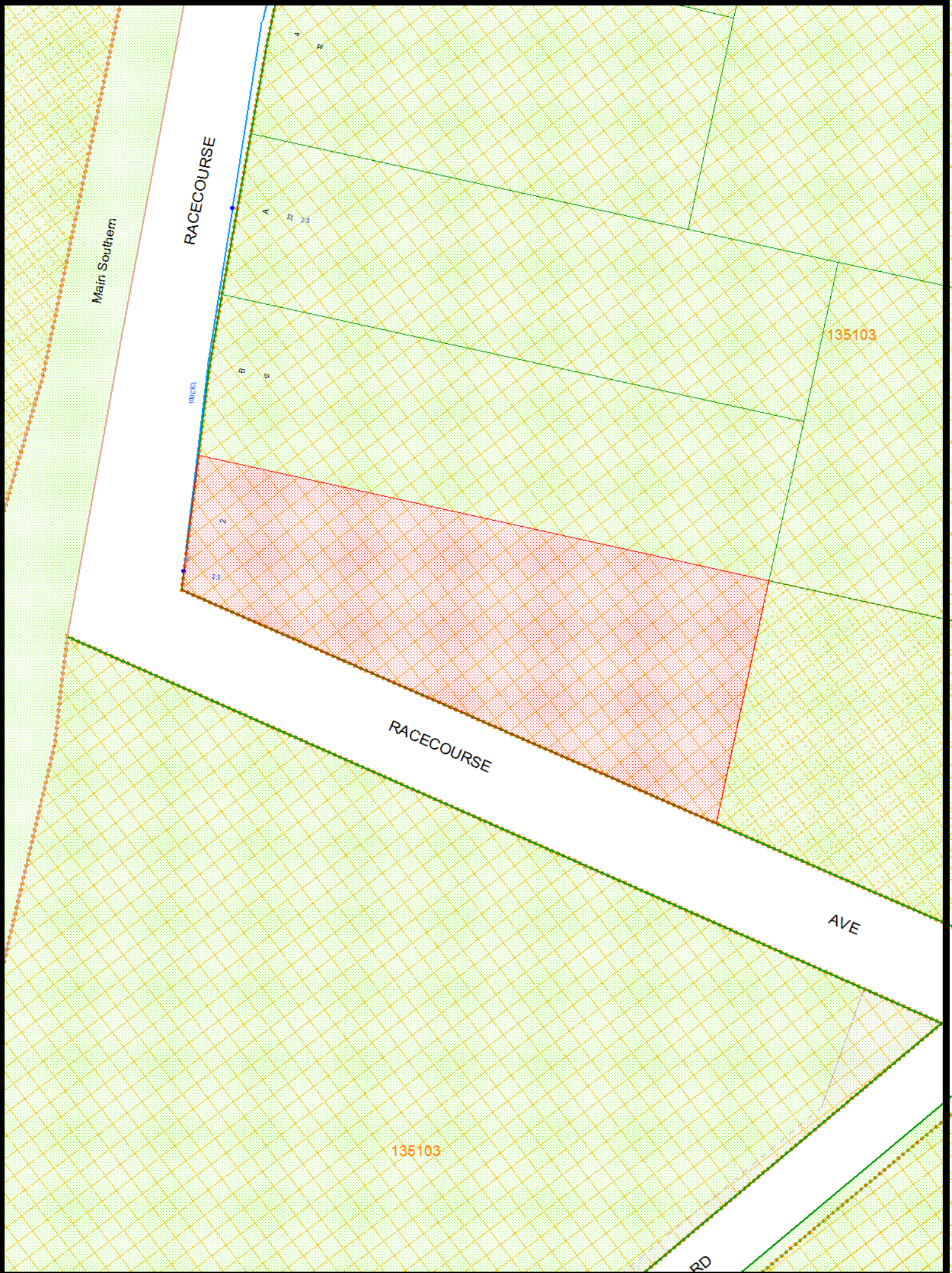
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authority's satisfaction that the lot can suitably accommodate the on-site treatment, management and disposal of effluent, and

- (d) adequate arrangements are in place for the provision of infrastructure to service the needs of development in the locality.

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





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