

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 77142646	NSW DAN:
vendor's agent	Walsh & Sullivan First National 28 Old Northern Road, BAULKHAM HILLS NSW 2153		Phone: 9639 2000 Fax: Ref: Ian Haggarty
co-agent			
vendor	JOHN EDWARD CALLER and BETTY PATRICIA CALLER		
vendor's solicitor	Hills Conveyancing 24 Old Northern Rd Baulkham Hills NSW 2153		Phone: 9688 7777 Fax: Ref: Caller sale
date for completion	42 days after the contract date	(clause 15)	Email: joanne@hillsconveyancing.com.au
land	33 DISRAELI RD WINSTON HILLS NSW 2153		
(Address, plan details and title reference)	LOT 151 IN DEPOSITED PLAN 230923 151/230923		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> other: air conditioning
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
price	\$
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

DRAFT

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

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Caller sale

77142646

vendor agrees to accept a **deposit-bond** (clause 3)

☐ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30)

☐ no ☐ YES

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

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

land tax is adjustable

☐ NO ☐ yes

GST: Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment*
(residential withholding payment)

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
 - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
 - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
 - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

SECTION 66W CERTIFICATE

VENDORS: ("the Vendors")
PURCHASERS: ("the Purchasers")
PROPERTY: ("the Property")

I,

Solicitor/Barrister/Licensed Conveyancer certify as follows:

- a) I am a Solicitor/Barrister/Licensed Conveyancer currently admitted to practice in New South Wales.
- b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a contract for the sale of the Property from the Vendor to the Purchaser in order that there is no cooling off period in relation to that contract.
- c) I do not act for the Vendor and am not employed in the legal practice of a Solicitor/Barrister/Licensed Conveyancer acting for the Vendor now am I a member or employee of a firm of which a Solicitor/Barrister/Licensed Conveyancer acting for the Vendor is a member or employee.
- d) I have explained to the Purchaser
 - (i) the effect of the contract for the purchase of the Property
 - (ii) the nature of this certificate
 - (iii) the effect of giving this certificate to the Vendor i.e. that there is no cooling off period in relation to the contract

Date:

.....
Signature

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 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.

ADDITIONAL CONDITIONS IN CONTRACT FOR SALE OF LAND

The terms of the printed Contract to which these additional conditions are annexed shall be read subject to the following. If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect.

1. Completion of this matter shall take place on or before 4.00pm within the time provided for in clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the matter making the time for completion essential. Such Notice shall give not less than 14 days notice after the day immediately following the day on which that notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another on at anytime. If the Vendor issues a Notice to Complete against the Purchaser, then the Vendor shall be entitled to recover the fee of \$110.00 (GST inclusive) from the Purchaser to cover the cost for issuing such Notice.

2. The service of any Notice or Document under or relating to this Contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that party's solicitor if the Notice or Document is sent by email noted on the Contract or on their letterhead and in any such case shall be deemed to be duly given of made, except where:
 - a) The time of dispatch is not before 5.00pm (Sydney time) on a day which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place.
3. If the Purchaser shall not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after that completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated as nine percent (9%) interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.
4. Settlement of this matter shall take place wherever the Vendor's Mortgagee direct. If the property is not mortgaged, or the discharge of mortgage is already held by Hills Conveyancing, then settlement shall be affected at the office of Hills Conveyancing. However, should the Purchaser not be in a position to settle at the office of Hills Conveyancing, then settlement may be effected in the Sydney CBD at a place nominated by the Purchaser, so long as the Vendor's Licensed Conveyancers' Sydney Settlement Agents fee is paid by the Purchaser.
5. 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 of binding on the parties hereto with respect to any of the matter to which this Contract relates.
6. The Purchaser warrants that he has not been introduced to the property other than by the Vendor's agents specified in this contract. The purchaser will indemnify the vendor against any claim or demand for commission or remuneration by any person other than the vendor's agent arising from the sale of the property and pursuant to a breach of the purchaser's warranty provided by this special condition. This special condition will not merge upon completion.
7. A sufficient statement of the Vendor's title shall be deemed included in the description of the property herein before appearing and such statement shall have been deemed to have been given to the Purchaser at the date hereof.

8. Notwithstanding anything else herein contained, the deposit or any part of the deposit as the Vendor may require shall be released to the Vendor or as the Vendor may direct for the sole purpose of:
 - a) For the payment of a deposit and/or stamp duty on any piece of real estate that the Vendors negotiate to purchase between the date hereof and the date of settlement hereof;
 - b) For the payment of land tax;
 - c) For the payment of a rental bond; or
 - d) For the payment of a licence fee, deed of loan, entry contribution or lease payment on an over 55's or retirement unit.
9. If a Survey of the property is annexed to this Contract, the Purchaser acknowledges having inspected the Survey and agreed that no objection requisition or claim for compensation shall be made on any matter referred to in the Survey.
10. In the event that a swimming pool is situated on the subject property, the Vendor does not warrant that such swimming pool is complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed therein, and the Purchaser agrees that upon completion, he shall comply with the requirements of the Act and such regulations relating to access to the swimming pool and the erection of a Warning Notice. It is further agreed that this clause shall not merge on completion.
11. The form of contract annexed is amended as follows:-
 - a) In Definitions any reference to a building society, credit union or other FCA institution as a settlement cheque is deleted;
 - b) Notwithstanding anything to the contrary herein contained the parties expressly agree that any claim for compensation whether under Clause 6 and 7 otherwise shall be deemed to be an objection or requisition for the purposes of Clause 8 hereof.
 - c) Delete Clause 7.1.1, amend 7.1.3 by deleting "within 14 days" and substituting with "within 7 days" and amending 7.2.1 by deleting the figure 10% and substituting with \$1.00
 - d) Delete Clause 14.4.2;
 - e) Clause 16.6 is amended by adding after the last word "providing that the uncleared Certificate is received 10 days prior to the date for settlement, otherwise the Purchaser must accept an undertaking on settlement that the Land Tax Certificate will be cleared within 14 days after settlement";
 - f) Delete Clause 16.8
 - g) Delete Clause 16.12

- h) Printed Clause 18 is amended by adding the following:
 Clause 18.8 "The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".
- i) Delete Clause 23.6 and 23.7;
- j) Clause 23.14 is amended by deleting the words "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.";
- k) Delete Clause 23.15;
- l) Delete Clause 25;
- m) Clause 31.4 of the Contract is hereby amended to now read "2" days in lieu of "7" days.

12. If the Vendor or Purchaser or if more than one of them shall die, become mentally ill or go into bankruptcy, then either party may rescind the Contract and Clause 19 of the Contract shall apply.

13. The Purchaser hereby agrees that they will allow the amount of \$77.00 (GST inclusive) on settlement, if the Transfer is not served to the Vendors Licensed Conveyancer 14 days prior to the agreed settlement date to cover the cost of the Vendors Licensed Conveyancer preparing their own Transfer.

14. In the event settlement does not take place on the scheduled date, due to the default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$110.00 (GST inclusive) on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay.

15. The Parties agree that:

- a) The Purchaser has, at exchange, provided the Vendor with a Deposit Power Guarantee ("Guarantee") in the amount of _____ which is dated _____ : and
- b) The Guarantee will be dealt with as if it were a cash deposit under the Contract, and the Vendor is entitled to immediately draw upon the Guarantee in any circumstances where the Vendor is entitled to the Deposit: and
- c) At settlement the Purchaser must pay to the Vendor in addition to all other moneys payable under this Contract, the full purchase price (less any deposit held by the agent) and the Vendor will return the original Guarantee to the Purchaser.

16. Should the Vendor agree to allow the Purchaser to move in under licence an agreed fee of \$ _____ per week or part thereof is to be adjusted on settlement and paid to the Vendor on completion with the balance of the purchase price and:
- a) That if settlement is not affected on the due date, by no fault of the Vendor, then the fee will increase from the due date for completion to \$ _____ per week or part thereof up until and including the date that settlement takes place; and
 - b) That if the property is a house, then the Purchaser will have a current House Insurance policy in place, and the Purchaser will provide a copy of the policy to the Vendor's Licensed Conveyancer prior to obtaining the keys to the property; and
 - c) That the Purchaser accepts the property in its present state and condition in accordance with clause 18 of the Contract for Sale; and
 - d) That the Purchaser accepts all responsibility for the property and its improvements and inclusions from the date that they move into the property and will not delay completion, make any requisitions, objections or claim for compensation from the Vendor in relation thereto.
- 17.
- a) The vendor does not have a Building Certificate.
 - b) Completion of this Contract is not conditional on the vendor or the purchaser obtaining a Building Certificate.
 - c) If the purchaser applies for a Building Certificate from the local Council and a Notice issues requiring work to be done to the property or informs the purchaser of work to be done before it will issue the Certificate, the purchaser shall not be entitled to make any objection, requisition or claim for compensation under any provision of this Contract and the vendor shall be under no obligation to carry out any works or comply with any notice aforesaid and the purchaser will complete this Contract notwithstanding the same.
18. In the event that it is agreed that there shall be an extension of the cooling off period under this contract it is hereby agreed that the solicitor or Licensed Conveyancer for the Vendors shall be entitled to grant the extension in writing on behalf of the vendor pursuant to Section 66S (4) of the Conveyancing Act.
19. The parties agree that the only form of general requisitions on title that the Purchaser shall be entitled to raise pursuant to Clause 5 of this Contract shall be in the form of Requisitions on Title annexed
20. Despite any other provision to the contrary in this contract, all settlement cheques shall be bank cheques unless otherwise agreed too by the vendor/or their legal representative.

21. In the event that:

- i) The purchaser defaults in the observance of any obligation hereunder which is or the performance of which has become essential; and
- ii) The purchaser has paid a deposit of less than ten (10%) of the purchase price; and
- iii) The vendor terminates this Contract or the Purchaser does not rescind this Contract in accordance with the "cooling off" provisions created by Section 66S of the Conveyancing Act,

then the vendor shall be entitled to recover from the Purchaser, an amount equal to ten per centum (10%) of the purchase price less any deposit paid, as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any remedies available to the Vendor herein contained or implied notwithstanding any rule of Law or equity to the contrary. This special condition shall not merge upon completion of this contract.

22. The purchaser acknowledges that no representations, inducements or warranties have been made by the vendor or its agents or representatives relating to the present state or condition or relating to any proposed work or improvements to the property or any part thereof and the purchaser purchases the property in its existing condition and state of repair

23. The Vendor(s) and the Purchaser(s) agree that for the purposes of Clause 2.3, the deposit must be paid to the deposit holder as follows:

- (i) \$_____ on the date of this Contract.
- (ii) \$_____ on or before the expiration of the Cooling off Period provided for in this Contract.

The Vendor(s) and the Purchaser(s) agree that the Cooling off Period shall be extended until 5.00pm on the _____ () business day after the date of this Contract.

The Vendor(s) and the Purchaser(s) hereby agree to exchange by way of:

- (i) Ten (10%) Percent Deposit Guarantee Bond
- (ii) Five (5%) Percent Deposit
- (iii) Ten (10%) Percent Deposit

Vendor (s) _____ Purchaser (s) _____

Dated _____ Dated _____

CONDITIONS OF SALE BY AUCTION

These conditions replace 'Auction – Conditions of Sale' on page 3 of the printed contract.

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

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

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of the written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

From.....Purchasers Solicitor

To.....Vendors Solicitor

Date:

REQUISITIONS ON TITLE**2008 EDITION**

RE:.....Purchase From

Property:.....

(In these Requisitions the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender and the terms Clause and Clauses refer to a Clause or Clauses in the 2005 Edition of the Contract for Sale of Land).

REQUISITIONS	REPLIES	RESPONSE
1. The Vendor must comply on completion with Clauses 15, 16.1, 16.2, 16.3, 16.5, 16.8 and 17.1.	Noted	
2. The Vendor must comply before completion with Clause 16.12.	Noted	
3. Rates and Taxes must be adjusted in accordance with Clause 14 and the Vendor must comply with Clause 16.6.	Noted	
4. The Vendor must before completion comply with any work order in accordance with Clauses 11.1 and 14.8.	Noted Subject to Contract	
5. Has any claim been made on the Vendor to contribute to the cost of the boundary fences or is the Vendor aware of any such claim being made? If so, the Vendor should satisfy such claim before completion and produce receipt on or before completion.	No	
6. Is the Vendor aware of:- (a) any unregistered easements such as a right of way which affect the property? If so, please give full details. (b) the breach of any covenant noted on the title? If so, such breach must be remedied before completion.	No No	
7. Has the Vendor received any notification from the Roads and Traffic Authority or local Council that the land or part of it is to be realigned, widened, altered or resumed? If so, please give full details.	No	
8. Is there any outstanding notification, claim or requirement of:- (a) a statutory or local authority, or (b) an adjoining owner which affects the property or any part of it? Any such notice, claim or requirement issued before contracts were exchanged must be complied with by the Vendor before completion.	No No	
9. Is there any permissive occupancy of any part of the property or is any one in adverse possession? If so, the Purchaser relies on Clauses 16.3 and 17.1.	No	
10. Has any party (including corporation) acquired any rights in the property by prescription? The Purchaser relies on Clauses 16.3 and 17.1.	No	
11. If the sale of the property is subject to an existing tenancy:- (a) (if not already supplied) the Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid. (b) has there been any breach of the lease in which case such breach must be remedied before completion. (c) rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2. (d) the lease (stamped and, if necessary, registered) should be handed over to the Purchaser on completion. (e) if applicable, the Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion.	Does not Apply Does not Apply Does not Apply Does not Apply Does not Apply	

REQUISITIONS	REPLIES	RESPONSE
(f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.	Does not Apply	
12. Have the provisions of the Local Government Act 1919, or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to buildings, subdivisions, alterations and additions been complied with in relation to the subject land and improvements? Any non-compliance must be advised before settlement.	As far as Vendor is Aware	
13. If any statutory or local authority has a valid claim to money due by the Vendor in respect of the property, such monetary claim or claims should be settled and discharged by the Vendor before completion.	Subject to Contract	
14. The Purchaser reserves his contractual rights to make a claim on the Vendor before completion as provided in Clauses 6, 7, 11.2 and 14.8.	Noted	
15. Has the Vendor or any predecessor in title:- (a) been bankrupt or are there any pending bankruptcy proceedings against the Vendor? (b) entered into any development or other agreement with a statutory or local authority which binds the subject land and which will bind the Purchaser on and from completion? If so, please give details?	No No	
16. The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registerable forms to remove them, properly executed, must be tendered at completion.	Noted	
17. Is there any pending litigation in respect of the property?	No	
18. Is the Vendor aware of any rights to, or restrictions on, access to the property? If so, please give full details.	No	
19. Is the Vendor aware of any restrictions on the use or development of the land?	No	
20. Survey should be satisfactory and certify (or report) that:- (a) the whole of the land sold will be available to the Purchasers on completion and (b) there is no encroachment by or upon the subject land and (c) the improvements sold are erected on the subject land.	Subject to Contract	
21. Has the Vendor been served with any order under Section 124 of the Local Government Act 1993 requiring him to demolish, repair or make structural alterations to a building which is erected on the subject land? If such order has not been complied with, the Vendor should do so before completion, and notify the Purchaser of his compliance.	No	
22. Has the Vendor or his mortgagee:- (a) a survey report? (b) a building certificate issued under Section 317A or Section 317AE of the Local Government Act 1913? (c) a building certificate issued under Section 149 of the Environmental Planning and Assessment Act 1979, Section 149D? If so, please obtain and forward a copy and ensure that the originals are handed over on completion.	If attached to Contract	
23. Has the Vendor been served with an order issued by the local Council or a consent authority under Section 121B of the Environmental Planning and Assessment Act 1979? If so, please give details.	No	
24. Is the land affected by the:- (a) National Parks and Wildlife Act 1974? If so, has the land or any part of it been set aside for conservation purposes? Please give full details. (b) Rural Fires Act 1997? If so, is the land a bushfire hazard or bushfire-prone land? Please give full details. (c) Threatened Species Conservation Act 1995? If so, please give full details. (d) Contaminated Land Management Act 1997? If so, please give full details. (e) Local Government Act 1993, Section 124? If so, please give full details. (f) Noxious Weeds Act 1993? If so, please give full details.	Vendor not Aware	

REQUISITIONS	REPLIES	RESPONSE
(g) Heritage Act 1977? If so, please give full details. (h) Unhealthy Building Land Act 1990? If so, please give full details.	Vendor not Aware	
25. Has the Vendor been served with any notice, order or claim arising under the following statutes:- (a) Family Law Act 1975 (Commonwealth Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Provision Act 1982 (NSW Statute)? (d) Encroachment of Building Act 1922 (NSW Statute)? If so, please advise full details.	No No No No	
26. If the property sold "off-the-plan":- (a) the Vendor must provide the Purchaser on or before completion with:- (i) an Occupation Certificate (or a copy) issued as required by section 109M(1) of the Environmental Planning and Assessment Act 1979. (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion. (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979. (iv) Evidence that a final Fire Safety Certificate has been issued for the building. (b) Has the Vendor complied fully with the local Councils Conditions of Development Consent in respect of the Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified. (c) The Vendor must comply with Clause 28.2 before completion.	Noted Noted Noted Noted Noted Noted	
27. Is the subject land inclosed land within the meaning of the Inclosed Lands Protection Act 1901?	Purchase should rely on own enquiries	
28. If a Swimming Pool is included in the sale:- (a) was its construction approved by the Local Council? Please furnish a copy of such approval. (b) have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with? (c) the Vendor should assign in writing to the Purchaser the benefit of any current warranties or guarantees in relation to the contract for the construction of the Swimming Pool. Do any such warranties and guarantees exist? (d) all pool chemicals and equipment should be left behind by the Vendors for the Purchasers use.	Noted Noted Noted Noted	
29. If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	Noted Noted Noted Noted Noted Noted	
30. Are any of the inclusions specified in the Contract subject to any credit contract, hire purchase agreement, security interest in goods, leasing agreement, lien, charge or otherwise encumbered? If so, the Vendor should satisfy any such liability on or before completion.	No	
31. If the Vendor is an executor and/or trustee:- (a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustees receipt. (b) Alternatively, do you require payment of the amount payable to the Vendors to be made into an Estate bank account? (c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please	Noted Noted Noted	

REQUISITIONS	REPLIES	RESPONSE
produce your written authority before settlement. (d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.	Noted	
32. In the case of Old System Title land:- (a) The Deeds and documents listed on Annexure "A" to these Requisitions should be produced for our inspection and found satisfactory prior to completion. (b) The Deeds and documents listed on Annexure "B" to these Requisitions relating solely to the subject property should be produced for inspection and found satisfactory and handed over at settlement. (c) As the Vendors will not retain any estate in the lands dealt with by the Deeds listed on Annexure "C" to these Requisitions after conveyance of the subject property to the Purchasers, they should be permanently deposited in the office of the Land and Property Information (NSW), Sydney, in accordance with Section 53(2)(e) of the Conveyancing Act 1919 and a certified copy of the Lodgement receipt furnished at settlement or, a written undertaking to furnish such certified copy handed over at settlement. (d) The Vendor must comply with Clauses 25.2 and 25.8 before completion.	Noted Noted Noted Noted	
33. Have any building works been carried out at the property to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide before completion satisfactory evidence that such legislation has been complied with.	Vendor not Aware	
34. If the Transfer (or in the case of Old System Title, the Deed of Conveyance) will be signed under Power of Attorney:- (a) Please produce before completion a copy of the registered Power of Attorney, and (b) Written evidence should be provided at settlement of its non-revocation.	Noted Noted	
35. Is the subject property situated within an aircraft flight path? If so, on what basis and what curfew applies?	Vendor not Aware	
36. Satisfactory evidence must be produced before completion that any:- (a) improvements erected over the sewer, and/or (b) rainwater downpipes connected to the sewer water was authorised or permitted in writing by Sydney Water Corporation or its predecessor.	Noted as Required	
37. Is there any encroachment:- (a) onto any adjoining land by any improvements erected on the subject land? (b) by any improvements erected on adjoining land onto the subject land to the Vendors knowledge? If so, please give details of any such encroachment which should be removed before completion.	No No	
38. Has the Vendor been served with any notice or order relating to fire safety issued under Section 124 of the Local Government Act 1993 which the Vendor has not fully complied with? If so, the Vendor must satisfy the terms of such notice or order before completion.	No	
39. The Vendor must comply with Clause 4.2.	Noted	
40. The Vendor should provide at settlement a direction in accordance with Clause 20.5.	Noted	
41. (If applicable) The Vendor must comply with Clauses 13.4.2, 13.9 and 13.10 on and before completion.	Noted Subject to Contract	

DISCLAIMER

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.....
Solicitor for Vendor



FOLIO: 151/230923

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
27/1/2021	10:07 AM	3	18/9/2002

LAND

LOT 151 IN DEPOSITED PLAN 230923
AT MODEL FARMS
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA
PARISH OF ST JOHN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP230923

FIRST SCHEDULE

JOHN EDWARD CALLER
BETTY PATRICIA CALLER
AS JOINT TENANTS (CN M99962)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP230923 RESTRICTION(S) ON THE USE OF LAND
- 3 DP230923 EASEMENT TO DRAIN WATER AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES
NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED
CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS
RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE
IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND
COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Caller sale

PRINTED ON 27/1/2021

Registered: **DP230923**
 Registered: **AK 8/11/1966**

This is Sheet... 2... of my plan in...
 Sheets dated... 10th March 1966

Shubor
 Surveyor registered under Surveyors Act, 1929, as amended.

This is Sheet... 2... of the plan of...
 Sheets covered by my Certificate No. 3094
 5309/34/1982... of... 7-9-64

Phillips
 Municipal Clerk.

Curved Boundaries			
No	Rad	Arc	Chord
1	575	23.14°	79° 44' 30" 23.01°
2	575	111.0°	89° 54' 40" 109.10°
3	575	70.0°	98° 55' 40" 69.11°
4	575	54.0°	105° 06' 30" 53.11°
5	575	18.3°	106° 33' 20" 15.3°
6	600	185° 13' 30" 59.59°	
7	225	52.84°	170° 52' 10" 52.74°
8	225	50.0°	149° 47' 40" 49.10°
9	225	11.44°	149° 56' 30" 11.44°
10	175	84.54°	335° 53' 20" 44.10°
11	175	45.11°	357° 08' 15" 83.94°
12	475	45.11°	36° 35' 15" 45.11°
13	475	45.11°	43° 20' 20" 65.11°
14	305	63.0°	228° 32' 30" 64.04°
15	305	63.0°	228° 32' 30" 64.04°
16	305	63.0°	228° 32' 30" 64.04°
17	305	63.0°	228° 32' 30" 64.04°
18	305	63.0°	228° 32' 30" 64.04°
19	305	63.0°	228° 32' 30" 64.04°
20	305	63.0°	228° 32' 30" 64.04°
21	245	140.0°	344° 53' 55" 138.14°
22	245	140.0°	10° 23' 20" 10.44°
23	245	140.0°	17° 41' 40" 69.54°
24	245	140.0°	44° 03' 55" 69.54°

Spayed Corners			
No	Rad	Arc	Chord
a	345° 07' 10" 9.78°		
b	21° 18' 45°		
c	56° 30' 25°		
d	113° 40' 00° 107.74°		
e	157° 21' 50°		
f	181° 03' 40°		
g	30° 08' 00° 10.0°		
h	61° 46' 25°		
i	93° 28' 45°		
j	16° 24' 00° 9.34°		
k	341° 34' 00°		
l	306° 44' 00°		
m	273° 20' 55° 9.11°		
n	241° 24' 45°		
o	120° 28' 30°		
p	121° 07' 00° 11.66°		
q	144° 43' 05°		
r	168° 19' 05°		
s	313° 31' 30° 10.44°		
t	283° 31' 30°		
u	283° 31' 30°		
v	163° 31' 20° 10.44°		
w	193° 31' 20°		
x	223° 31' 20°		
y	223° 31' 20°		

Permanent Marks
 (Cont. blocks)

No	Rad	Arc	Chord
A	236° 38' 30" 16° 16°		
B	301° 55' 20" 34.44°		
C	236° 31' 20" 16°		
D	287° 05' 40" 16°		
E	171° 06' 40" 16°		
F	199° 19' 00" 16°		
G	299° 55' 00" 34.44°		
H	236° 31' 20" 16°		
I	277° 47' 30" 34.44°		
J	328° 31' 20" 16°		
K	31° 57' 30" 34.44°		
L	31° 57' 30" 34.44°		
M	31° 57' 30" 34.44°		

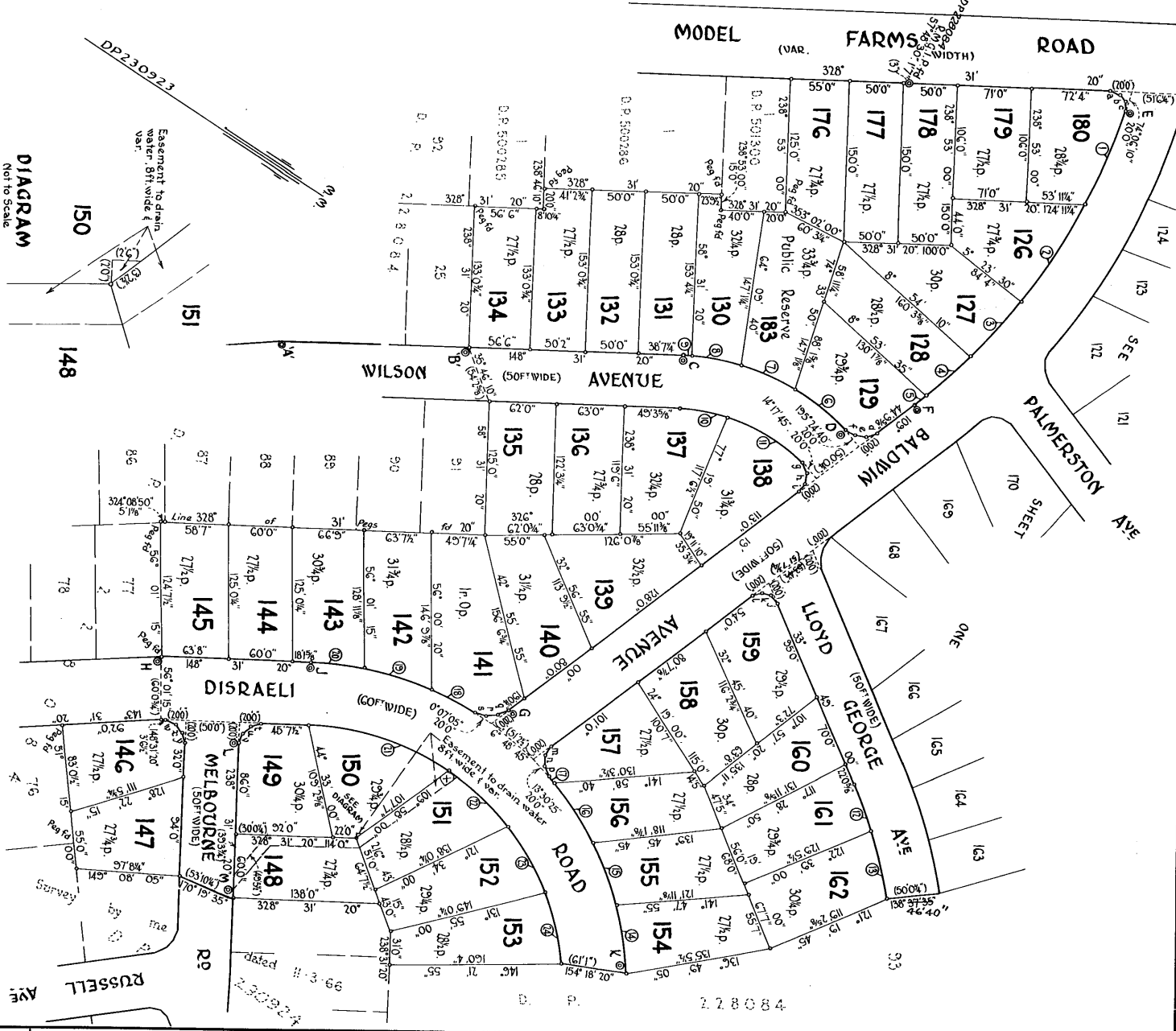


DIAGRAM
 Not to Scale

WINSTON HILLS II
 ESTATE
 STAGE 2

Scale: 80 feet to an inch

SURVEY REFERENCE: 387598B

Plan Form 3 - TO BE USED WHERE IT IS INTENDED TO DEDICATE PUBLIC ROADS OR PUBLIC RESERVES OR CREATE DRAINAGE RESERVES, EASEMENTS, OR RESTRICTIONS AS TO USER.

CURVED BOUNDARIES			
No.	Rad.	Arc.	Chord
1	325'	70°10'30"	36.54 00' 23.74"
2	325'	23°7'30"	28.34 00' 23.74"
3	325'	40°7'30"	22.54 00' 40.74"
4	500'	22°0'30"	104.24 00' 22.04"
5	500'	28°0'30"	101.32 50' 27.19"
6	500'	79°6'30"	95.23 10' 79.54"
7	100'	15°14'30"	95.10 00' 15.14"
8	100'	26°0'30"	106.57 20' 25.11"
9	40'	45°0'30"	75.57 50' 49.87"
10	40'	45°0'30"	51.17 30' 42.79"
11	40'	47°0'30"	239.24 10' 44.44"
12	40'	15°6'30"	74.38 30' 15.43"
13	100'	35°53'30"	67.42 40' 35.44"
14	100'	13°3'30"	95.15 15' 65.79"
15	502'	65°9'30"	282.23 40' 67.24"
16	502'	60°0'30"	274.05 40' 67.24"
17	625'	67°3'30"	266.45 05' 51.6'
18	625'	51°6'30"	263.58 20' 51.19"
19	625'	52°0'30"	259.15 05' 50.19"
20	625'	51°0'30"	255.18 55' 53.6'
21	625'	34°6'30"	330.10 20' 66.10"
22	275'	67°0'30"	25.48 30' 51.1'
23	275'	52°0'30"	19.50 15' 51.2'
24	275'	51°0'30"	286.51 30' 10'0"
25	625'	51°0'30"	215.07 30' 24.04"
26	625'	10°0'30"	219.10 40' 49.19"
27	525'	50°0'30"	224.40 40' 50.19"
28	525'	51°0'30"	

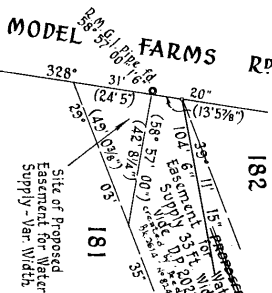


DIAGRAM 'A'
Not to Scale

SPALLED CORNERS =

a	44° 27' 30"	10° 3' 4"
b	14° 04' 40"	10° 3' 4"
c	34° 31' 40"	10° 3' 4"
d	31° 54' 25"	11° 3'
e	280° 40' 40"	11° 3'
f	265° 27' 00"	11° 3'
g	265° 01' 10"	11° 03' 4"
h	238° 44' 20"	11° 03' 4"
i	212° 27' 25"	11° 03' 4"
j	183° 55' 40"	10° 2' 4"
k	153° 09' 10"	10° 2' 4"
l	122° 22' 40"	10° 2' 4"
m	91° 17' 00"	10° 2' 4"
n	62° 29' 40"	10° 2' 4"
p	33° 42' 30"	10° 2' 4"
q	3° 38' 05"	10° 0' 4"
r	331° 58' 15"	10° 0' 4"
s	300° 24' 20"	10° 0' 4"
t	276° 44' 00"	11° 3'
u	251° 34' 00"	11° 3'
v	226° 22' 00"	11° 3'

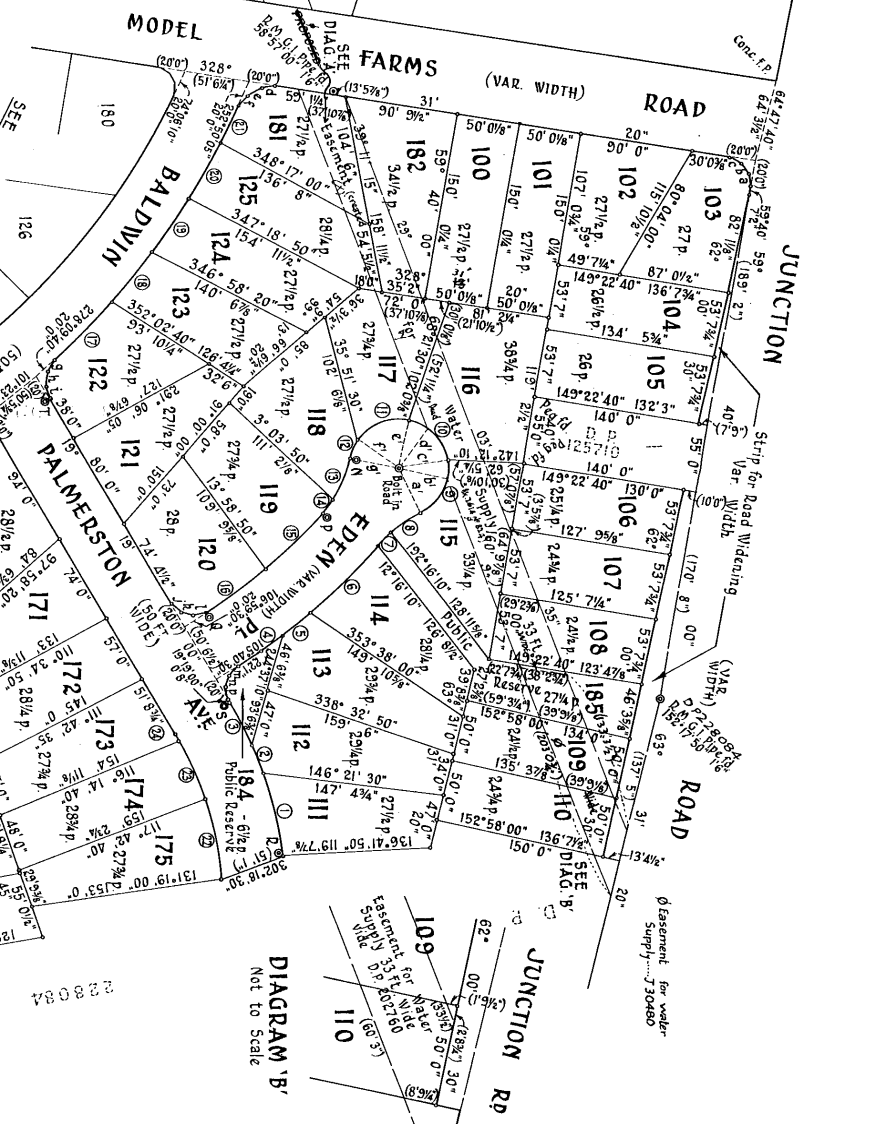
PERMANENT MARKS =

N	151° 23' 30"	1' 6"
P	182° 56' 40"	1' 6"
Q	198° 05' 10"	1' 6"
R	16° 16' 30"	3' 44"
S	289° 19' 00"	1' 6"
T	289° 19' 00"	1' 6"
U	303° 49' 00"	1' 6"
V	303° 49' 00"	1' 6"
W	20° 39' 20"	3' 44"


* All concrete blocks

CUL-DE-SAC RADIIATIONS

a	24° 24' 30"	40' 0"
b	148° 13' 10"	40' 0"
c	187° 31' 10"	40' 0"
d	89° 54' 10"	40' 0"
e	63° 03' 50"	40' 0"
f	175° 44' 30"	40' 0"
g	151° 23' 30"	40' 0"




DP230923

DP230923	
Registered  4/8/1996	CA 2204/5304/2/1582 of 7-66
Title System: <u>Torrens</u>	
Purpose: <u>Subdivision</u>	
Ref. Map: <u>CCC 349</u>	
Lot Plan: <u>DP 228084</u>	
PLAN OF	
Subdivision of Part of Lot 93 in D.P. 228084	
Scale: 80 Feet to an inch	
Main, 25M+ City: <u>Parramatta</u> Locality: <u>Model Farms</u> Parish: <u>St John</u> County: <u>Cumberland</u>	
1. <u>Clifford Clarke Dunbar</u> of <u>St A Dalton, Angel Place, Sydney</u> a surveyor registered under the Survey Act, 1929, do hereby certify that the survey represented in this plan is accurate and has been made "as (1) by me (2) under my immediate supervision in accordance with the Survey Act, 1929, and was completed on 18th March 1966."	
Signature: <u>Clifford Clarke Dunbar</u> Surveyor registered under Survey Act, 1929, as amended. Deputy State of Assessor: <u>A. B.</u>	
Statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user. [Signatures and Seals to appear in panel provided.]	
Pursuant to Section 88A of the Conveyancing Act, 1919, it is intended to create: 1. Easement to drain water, 8 ft wide & var. width. 2. Restrictions as to user. It is intended to dedicate to the public: a. New Roads b. Spayed corners c. Public Reserves d. Strips for Road Widening, var. width	
* Instrument filed as K437815	
WINSTON HILLS II ESTATE STAGE 2 2 SHEETS * as set out in the accompanying instrument, signed by Council Clerk.	
* Strike out either (1) or (2). + Insert date of survey. 387 5 97 B	

OFFICE USE ONLY.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

SIGNATURES AND SEALS ONLY.	
The Common Seal of Hooper Town Development Pty Limited was herewith affixed by the authority of the Directors previously given in the presence of Secretary: <u>M. J. ...</u>	
	
I hereby certify that— (a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and * (b) the requirements of section 34b of the Metropolitan Water, Sewerage and Drainage Act, 1964, as amended, have been complied with by the applicant in relation to the proposed <u>subdivision</u> of <u>new roads</u> . (Insert "new road" or "subdivision" set out herein.) Subdivision No. <u>2204/5304/2/1582</u> Date: <u>7-9-66</u> (Signature) <u>M. J. ...</u> NOTE—This part of certificate to be delivered where the application is ONLY for the opening of a new road or where the land to be subdivided is wholly outside the area of operations of the Metropolitan Water, Sewerage and Drainage Board. Date: <u>7-9-66</u> (Signature) <u>M. J. ...</u> Council Clerk	

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT				CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT				CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT				CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT			
DP 230923 SH 1/2				DP 230923 SH 1/2 CONTO				DP 230923 SH 1/2 CONTO				DP 230923 SH 2/2			
FEET INCHES		METRES		FEET INCHES		METRES		FEET INCHES		METRES		FEET INCHES		METRES	
6	0.152	30	0 1/8	65	7 1/8	19.993	140	6 7/8	42.867	49	5 1/2	15.075	106	-	32.309
7	0.178	31	0 3/8	66	7 3/8	19.999	141	6 7/8	42.867	50	5 1/4	15.119	107	7	32.791
8	0.203	32	0 3/4	67	7 5/8	20.006	142	11 1/2	44.194	51	5 1/8	15.207	108	2 5/8	33.090
9	0.228	33	1 1/8	68	8 1/8	20.015	143	4 3/4	44.196	52	5 1/8	15.251	109	2 5/8	33.090
10	0.254	34	1 1/4	69	8 1/4	20.024	144	4 3/4	44.196	53	5 1/8	15.295	110	10	33.782
11	0.280	35	1 1/2	70	8 1/2	20.032	145	4 3/4	44.196	54	5 1/8	15.339	111	-	33.833
12	0.306	36	1 5/8	71	8 3/4	20.040	146	4 3/4	44.196	55	5 1/8	15.383	112	5 3/4	33.979
13	0.332	37	1 5/8	72	8 3/4	20.048	147	4 3/4	44.196	56	5 1/8	15.427	113	-	34.442
14	0.358	38	1 5/8	73	8 3/4	20.056	148	4 3/4	44.196	57	5 1/8	15.471	114	9 1/2	34.684
15	0.384	39	1 5/8	74	8 3/4	20.064	149	4 3/4	44.196	58	5 1/8	15.515	115	-	35.147
16	0.410	40	1 5/8	75	8 3/4	20.072	150	4 3/4	44.196	59	5 1/8	15.559	116	2 3/4	35.427
17	0.436	41	1 5/8	76	8 3/4	20.080	151	4 3/4	44.196	60	5 1/8	15.603	117	6 1/2	35.827
18	0.462	42	1 5/8	77	8 3/4	20.088	152	4 3/4	44.196	61	5 1/8	15.647	118	1 7/8	36.014
19	0.488	43	1 5/8	78	8 3/4	20.096	153	4 3/4	44.196	62	5 1/8	15.691	119	2 5/8	36.336
20	0.514	44	1 5/8	79	8 3/4	20.104	154	4 3/4	44.196	63	5 1/8	15.735	120	6	36.424
21	0.540	45	1 5/8	80	8 3/4	20.112	155	4 3/4	44.196	64	5 1/8	15.779	121	11 1/8	37.165
22	0.566	46	1 5/8	81	8 3/4	20.120	156	4 3/4	44.196	65	5 1/8	15.823	122	3 1/4	37.457
23	0.592	47	1 5/8	82	8 3/4	20.128	157	4 3/4	44.196	66	5 1/8	15.867	123	1 1/2	37.747
24	0.618	48	1 5/8	83	8 3/4	20.136	158	4 3/4	44.196	67	5 1/8	15.911	124	7 1/4	38.091
25	0.644	49	1 5/8	84	8 3/4	20.144	159	4 3/4	44.196	68	5 1/8	15.955	125	1 5/8	38.106
26	0.670	50	1 5/8	85	8 3/4	20.152	160	4 3/4	44.196	69	5 1/8	16.000	126	0 1/4	38.106
27	0.696	51	1 5/8	86	8 3/4	20.160	161	4 3/4	44.196	70	5 1/8	16.044	127	1 1/2	38.106
28	0.722	52	1 5/8	87	8 3/4	20.168	162	4 3/4	44.196	71	5 1/8	16.088	128	1 1/2	38.106
29	0.748	53	1 5/8	88	8 3/4	20.176	163	4 3/4	44.196	72	5 1/8	16.132	129	1 1/2	38.106
30	0.774	54	1 5/8	89	8 3/4	20.184	164	4 3/4	44.196	73	5 1/8	16.176	130	1 1/2	38.106
31	0.800	55	1 5/8	90	8 3/4	20.192	165	4 3/4	44.196	74	5 1/8	16.220	131	1 1/2	38.106
32	0.826	56	1 5/8	91	8 3/4	20.200	166	4 3/4	44.196	75	5 1/8	16.264	132	1 1/2	38.106
33	0.852	57	1 5/8	92	8 3/4	20.208	167	4 3/4	44.196	76	5 1/8	16.308	133	1 1/2	38.106
34	0.878	58	1 5/8	93	8 3/4	20.216	168	4 3/4	44.196	77	5 1/8	16.352	134	1 1/2	38.106
35	0.904	59	1 5/8	94	8 3/4	20.224	169	4 3/4	44.196	78	5 1/8	16.396	135	1 1/2	38.106
36	0.930	60	1 5/8	95	8 3/4	20.232	170	4 3/4	44.196	79	5 1/8	16.440	136	1 1/2	38.106
37	0.956	61	1 5/8	96	8 3/4	20.240	171	4 3/4	44.196	80	5 1/8	16.484	137	1 1/2	38.106
38	0.982	62	1 5/8	97	8 3/4	20.248	172	4 3/4	44.196	81	5 1/8	16.528	138	1 1/2	38.106
39	1.008	63	1 5/8	98	8 3/4	20.256	173	4 3/4	44.196	82	5 1/8	16.572	139	1 1/2	38.106
40	1.034	64	1 5/8	99	8 3/4	20.264	174	4 3/4	44.196	83	5 1/8	16.616	140	1 1/2	38.106
41	1.060	65	1 5/8	100	8 3/4	20.272	175	4 3/4	44.196	84	5 1/8	16.660	141	1 1/2	38.106
42	1.086	66	1 5/8	101	8 3/4	20.280	176	4 3/4	44.196	85	5 1/8	16.704	142	1 1/2	38.106
43	1.112	67	1 5/8	102	8 3/4	20.288	177	4 3/4	44.196	86	5 1/8	16.748	143	1 1/2	38.106
44	1.138	68	1 5/8	103	8 3/4	20.296	178	4 3/4	44.196	87	5 1/8	16.792	144	1 1/2	38.106
45	1.164	69	1 5/8	104	8 3/4	20.304	179	4 3/4	44.196	88	5 1/8	16.836	145	1 1/2	38.106
46	1.190	70	1 5/8	105	8 3/4	20.312	180	4 3/4	44.196	89	5 1/8	16.880	146	1 1/2	38.106
47	1.216	71	1 5/8	106	8 3/4	20.320	181	4 3/4	44.196	90	5 1/8	16.924	147	1 1/2	38.106
48	1.242	72	1 5/8	107	8 3/4	20.328	182	4 3/4	44.196	91	5 1/8	16.968	148	1 1/2	38.106
49	1.268	73	1 5/8	108	8 3/4	20.336	183	4 3/4	44.196	92	5 1/8	17.012	149	1 1/2	38.106
50	1.294	74	1 5/8	109	8 3/4	20.344	184	4 3/4	44.196	93	5 1/8	17.056	150	1 1/2	38.106
51	1.320	75	1 5/8	110	8 3/4	20.352	185	4 3/4	44.196	94	5 1/8	17.100	151	1 1/2	38.106
52	1.346	76	1 5/8	111	8 3/4	20.360	186	4 3/4	44.196	95	5 1/8	17.144	152	1 1/2	38.106
53	1.372	77	1 5/8	112	8 3/4	20.368	187	4 3/4	44.196	96	5 1/8	17.188	153	1 1/2	38.106
54	1.398	78	1 5/8	113	8 3/4	20.376	188	4 3/4	44.196	97	5 1/8	17.232	154	1 1/2	38.106
55	1.424	79	1 5/8	114	8 3/4	20.384	189	4 3/4	44.196	98	5 1/8	17.276	155	1 1/2	38.106
56	1.450	80	1 5/8	115	8 3/4	20.392	190	4 3/4	44.196	99	5 1/8	17.320	156	1 1/2	38.106
57	1.476	81	1 5/8	116	8 3/4	20.400	191	4 3/4	44.196	100	5 1/8	17.364	157	1 1/2	38.106
58	1.502	82	1 5/8	117	8 3/4	20.408	192	4 3/4	44.196	101	5 1/8	17.408	158	1 1/2	38.106
59	1.528	83	1 5/8	118	8 3/4	20.416	193	4 3/4	44.196	102	5 1/8	17.452	159	1 1/2	38.106
60	1.554	84	1 5/8	119	8 3/4	20.424	194	4 3/4	44.196	103	5 1/8	17.496	160	1 1/2	38.106
61	1.580	85	1 5/8	120	8 3/4	20.432	195	4 3/4	44.196	104	5 1/8	17.540	161	1 1/2	38.106
62	1.606	86	1 5/8	121	8 3/4	20.440	196	4 3/4	44.196	105	5 1/8	17.584	162	1 1/2	38.106
63	1.632	87	1 5/8	122	8 3/4	20.448	197	4 3/4	44.196	106	5 1/8	17.628	163	1 1/2	38.106
64	1.658	88	1 5/8	123	8 3/4	20.456	198	4 3/4	44.196	107	5 1/8	17.672	164	1 1/2	38.106
65	1.684	89	1 5/8	124	8 3/4	20.464	199	4 3/4	44.196	108	5 1/8	17.716	165	1 1/2	38.106
66	1.710	90	1 5/8	125	8 3/4	20.472	200	4 3/4	44.196	109	5 1/8	17.760	166	1 1/2	38.106
67	1.736	91	1 5/8	126	8 3/4	20.480	201	4 3/4	44.196	110	5 1/8				

FORM 21

SHEET 1 OF 3 SHEETS

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919. SHEET 1.

Plan: DP230923

(E)

Volume 10349 Folio 231

Certificate of Title
Subdivision of the land contained in primary
application No. 43412 and whole of the land in
~~C.T. Volume 5871 Folio 174 and Vol. 9229 Folio 129~~
covered by Council Clerk's Certificate
Number 2204/530/A/32/1582.

Part 1.

Full name and address of
proprietor of the land:

Hooker Town Developments Pty. Limited, Hooker
House, Angel Place, Sydney.

1. Identity of easement
or restriction firstly
referred to in above
mentioned plan

Easement to drain water 8 ft. wide and
variable.

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

148
150
151

Lots, name of road or authority benefited

Council of the City of Parramatta
Council of the City of Parramatta
Council of the City of Parramatta

2. Identity of easement
or restriction secondly
referred to in above
mentioned plan

Restrictions as to user

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

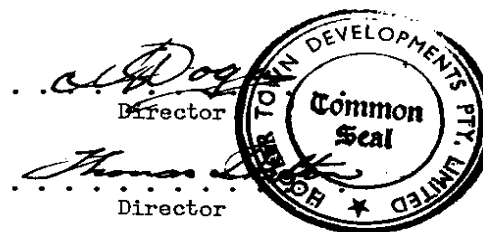
Each lot except lots
183, 184, 185

Lots, name of road or authority benefited

Every other lot except lots 183, 184, 185.

The Common Seal of HOOKER TOWN DEVELOPMENTS
PTY. LIMITED was hereunto affixed by
authority of the Directors previously
given in the presence of:

J. J. Turner
Acting Secretary



Approved by the Council of the City of
Parramatta

K. Lillis
Council Clerk

IK 497815

Instrument pursuant to Regulation 52D Conveyancing Act
Regulations, 1961, setting out the terms of easements or
restrictions as to user created by registration of the
within-mentioned Deposited Plan. 230923

mk
8/11/06



FORM 21

SHEET 2 OF 3 SHEETS

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919. SHEET 2.

Plan: **DP230923**

(E)

Volume 10349 Folio 231

Certificate of Title
Subdivision of the land contained in primary
application No. 43412 and whole of the land in
C.T. Vol. 4871 Fol. 174 and Vol. 9329 Fol. 129
covered by Council Clerk's Certificate No. **12**
2204/530/A/32/1582.

Part 2.

Terms of easement or restriction secondly referred to in abovementioned plan.

- (a) No building or buildings shall be erected on each lot burdened the external walls of which shall aggregate less than one third brick or one third brick veneer and greater than one third weatherboard and/or one third glass.
- (b) No main building shall be erected on each lot burdened with an internal floor area of less than 900 square feet.
- (c) Not more than one main building shall be erected on each lot burdened and such building shall not be used or permitted to be used other than as a private dwelling.
- (d) No building or buildings shall be erected on each lot burdened with any external wall or walls of asbestos cement or fibro cement or any other material of a similar nature.
- (e) No building shall be erected on each lot burdened having a roof of asbestos cement or fibro cement or fibre glass or any other material of a similar nature with a pitch greater than 10 degrees to the horizontal.
- (f) No building shall be erected on each lot burdened having a roof of corrugated tin or iron or steel.
- (g) No building shall be erected on each lot burdened having a roof of aluminium or steel decking of any nature with a pitch greater than 3 degrees to the horizontal.
- (h) No paling fence shall be erected on each lot burdened closer to the street than the house building line as fixed by the responsible Municipal or Shire Council and any fence erected on the front alignment or side alignment for a distance equal to such building line shall not exceed 2'6" in height and as to what constitutes a paling fence shall be determined by the Vendor and its decision shall be final and binding on the Purchaser.
- (i) No privy shall be erected in a conspicuous place or position on each lot burdened and if the same is visible from the road or other lots in the said subdivision, it shall be screened.

[Handwritten signature]

FORM 21.

SHEET 3 OF 3 SHEETS

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919. SHEET 3.

PLAN **DP230923**

Volume 10349 Folio 231

Certificate of Title
Subdivision of the land contained in/primary
application No. 43412 and whole of the land in
C.T. Vol. 4871 Fol. 174 and Vol. 9329 Fol. 129
covered by Council Clerk's Certificate No.
2204/530/A/32/1582.

- (j) ~~(k)~~ No main building shall be erected on each lot burdened unless same shall be connected to the sewer if available and if not available to a septic tank installation the design and construction of which is acceptable to the proper authorities. If approval of the aforementioned septic tank installation cannot be obtained, then connection shall be to a septic closet the design and construction of which is acceptable to the proper authorities.
- (k) No earth stone gravel or trees shall be removed or excavated from each lot burdened except where such removal or excavation is necessary for the erection of a building or structure or for the safety of the occupants or the prospective occupants thereof.
- (l) No trees shall be removed from each lot burdened without first obtaining the approval of the Council of the City of Parramatta.
- (m) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened.
- (n) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Hooker Town Developments Pty. Limited without the consent of Hooker Town Developments Pty. Limited its successors or assigns other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Hooker Town Developments Pty. Limited its successors or assigns and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on the Purchaser his executors administrators and assigns only during the ownership of the said adjoining land by Hooker Town Developments Pty. Limited its successors or assigns other than purchasers on sale.
- (o) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

The person or persons having the right to release vary or modify these restrictions is Hooker Town Developments Pty. Limited and such other persons, Company or Companies nominated by it under its Common Seal for that purpose and if Hooker Town Developments Pty. Limited shall no longer be in existence or shall not be the registered proprietor of any of the land comprised in the said plan and there shall be no such person or persons company or companies so nominated then the person for the time being the registered proprietor of the land having the benefit of these restrictions and except as herein contained no consent shall be required to any release variation or modification of these restrictions.

J J Lunn

PLANNING CERTIFICATE

CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979 as amended

**Hills Conveyancing
DX 18504
CASTLE HILL**

Certificate No: 2021/428
Fee: \$53.00
Issue Date: 27 January 2021
Receipt No: 6247601
Applicant Ref: CALLER SALE:141350

DESCRIPTION OF LAND

Address: 33 Disraeli Road
WINSTON HILLS NSW 2153

Lot Details: Lot 151 DP 230923

SECTION A

The following Environmental Planning Instrument to which this certificate relates applies to the land:

Parramatta Local Environmental Plan 2011

For the purpose of **Section 10.7(2)** it is advised that as the date of this certificate the abovementioned land is affected by the matters referred to as follows:

Contact us:

council@cityofparramatta.nsw.gov.au | 02 9806 5050
@cityofparramatta | PO Box 32, Parramatta, NSW 2124
ABN 49 907 174 773 | cityofparramatta.nsw.gov.au

Printed Date: 27/01/2021

The land is zoned: R2 Low Density Residential PLEP2011

Zone R2 - Low Density Residential (Parramatta Local Environmental Plan 2011)

Issued pursuant to Section 10.7 of the Environmental Planning and Assessment Act, 1979.

NOTE: This table is an excerpt from Parramatta Local Environmental Plan 2011 and must be read in conjunction with and subject to the other provisions of that instrument, and in force at that date.

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 ensure that non-residential land uses are located in a context and setting that minimises impacts on the amenity of a low density residential environment.
- To allow for a range of community facilities to be provided to serve the needs of residents, workers and visitors in residential neighbourhoods.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hospitals; Hostels; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Seniors housing; Tank-based aquaculture; Water recycling facilities

4 Prohibited

Any development not specified in item 2 or 3

Dual Occupancy Prohibition Map

The land is shown coloured purple and edged heavy black on the Dual Occupancy Prohibition Map. Development consent must not be granted to development for the purpose of a dual occupancy on land shown coloured purple and edged heavy black on the Dual Occupancy Prohibition Map.

SECTION B

State Policies and Regional Environmental Plans

The land is also affected by the following State Environmental Planning Policies (SEPP) and Regional Environmental Plans (SREP):

State Environmental Planning Policy (SEPP) No.19 - Bushland in Urban Areas

State Environmental Planning Policy (SEPP) No.21 - Caravan Parks
State Environmental Planning Policy (SEPP) No.33 -Hazardous and Offensive Development
State Environmental Planning Policy (SEPP) No.55 - Remediation of Land
State Environmental Planning Policy (SEPP) No.64 - Advertising and Signage
State Environmental Planning Policy (SEPP) No.65 – Design Quality of Residential Flat Development.
State Environmental Planning Policy (SEPP) No.70 -Affordable Housing (Revised Schemes)
State Environmental Planning Policy (SEPP) (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (SEPP) (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (SEPP) (State Significant Precincts) 2005
State Environmental Planning Policy (SEPP) (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (SEPP) (Infrastructure) 2007
State Environmental Planning Policy (SEPP) (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (SEPP) (Affordable Rental Housing) 2009
State Environmental Planning Policy (SEPP) (Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy (SEPP) (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (SEPP) (Concurrences) 2018
State Environmental Planning Policy (SEPP) (Primary Production and Rural Development) 2019

Sydney Regional Environmental Plan (SREP) No.9 (No.2) - Extractive Industries
Sydney Regional Environmental Plan (SREP) – (Sydney Harbour Catchment) 2005

DRAFT State Environmental Planning Policy to amend State Environmental Planning Policy (SEPP) (Sydney Region Growth Centres) 2006 – Amendment to include the Greater Parramatta Priority Growth Area as a Growth Centre
DRAFT State Environmental Planning Policy (Draft SEPP) – Environment

N.B. All enquiries as to the application of Draft State Environmental Planning Policies should be directed to The NSW Department of Planning, Industry and Environment.

Draft Local Environmental Plan

The land is affected by a Draft Local Environmental Plan which has been placed on Public Exhibition and has not yet been published. The Draft Local Environmental Plan is described below.

Planning Proposal – Draft Parramatta Local Environmental Plan 2020 (Harmonisation LEP)

This land is affected by a planning proposal seeking to create a single consolidated Local Environmental Plan (LEP) that will apply to the whole City of Parramatta Local Government Area (LGA). The new LEP will replace five (5) existing LEPs where they apply to land within the Parramatta LGA. These include:

- *Auburn Local Environmental Plan 2010*
- *Holroyd Local Environmental Plan 2013*
- *Hornsby Local Environmental Plan 2013*
- *Parramatta Local Environmental Plan 2011*
- *Parramatta (former The Hills) Local Environmental Plan 2012*

The new Parramatta LEP will create a common set of objectives, land use tables and provisions for all land within the LGA. This will result in some changes to the current planning controls applying to certain areas, including:

- Changes to land uses permitted in certain areas, because of the creation of a common set of land use tables.
- Prohibiting dual occupancy developments in certain locations.
- A minimum lot size of 600sqm and frontage to a public road of 15 metres development standards for Dual Occupancies or Manor Houses where they are permitted;
- Changes to height and FSR controls applying to residential zones – these include:
 - applying a FSR of 0.5:1 to R2 Low Density Residential zoned land and a FSR of 0.6:1 to R3 Medium Density Residential zoned land in the Parramatta (former The Hills) LEP 2012 and Hornsby Council LEP 2013 (where none currently applies);
 - reducing the FSR from 0.75:1 to 0.6:1 applying to R3 Medium Density Residential zoned land in Silverwater;
 - increasing the height limit from 8.5 metres to 9 metres applying to R2 Low Density Residential zoned land in the Hornsby Council LEP 2013;
 - applying a 11 metre height limit to R3 Medium Density Residential zoned land in the Parramatta (former The Hills) LEP 2012, Hornsby LEP 2013 and Auburn LEP 2010;
 - applying a FSR control to R4 High Density Residential zoned land in the former Parramatta (former The Hills) LEP 2012, Hornsby LEP 2013 and Auburn LEP 2010 (where none is currently applied); and,
 - A limited number of targeted site-specific changes associated with changes of zoning or to address anomalies.
- Applying a 550sqm minimum subdivision lot size to residential land (except R2 Low Density Residential zoned land in the Parramatta (former The Hills) LEP 2012, which will retain the existing 700sqm requirement)
- Mapping of additional Biodiversity Land and Riparian Land and Waterways
- A limited number of changes to the zoning of some sites to address inconsistencies and anomalies across current land use plans, this includes:
 - Removing the R1 General Residential zone, and rezoning this land to R4 High Density Residential or R3 Medium Density Residential;
 - Rezoning all public bushland reserves to E2 Environmental Conservation;
 - Rezoning some R3 Medium Density Residential zoned land in Northmead, North Rocks and Carlingford to R2 Low Density Residential; and,
 - Rezoning existing lawful places of public worship in the former Parramatta Council area from SP1 Special Activities to R2 Low Density Residential.

Further information on the Planning Proposal for the new Parramatta Local Environmental Plan (LEP) can be found at: www.cityofparramatta.nsw.gov.au/planningharmonisation or by contacting Council

Please note. Council is separately progressing a number of planning proposals relating to specific sites in the LGA. The intention is that, should these site-specific planning proposals be finalised before the new consolidated LEP is made, the respective amendments to planning controls will be carried over into the new LEP and the Harmonisation Planning Proposal will be updated as needed.

Proposed Zoning Draft Parramatta LEP 2020

The land is proposed to be zoned in the in the Draft Parramatta LEP 2020:

R2 Zone Low Density Residential PLEP2020

Proposed Zone R2 Low Density Residential (Draft Parramatta LEP 2020)

Note: The following land use table is an excerpt from the Draft Parramatta Local Environmental Plan 2020 (Harmonisation LEP) document exhibited on 31 August 2020 and must be read in conjunction with and subject to other provisions of that draft instrument.

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 maintain the existing low density residential character of the area.
- To protect and enhance tree canopy, existing vegetation and other natural features.
- To ensure that non-residential land uses are located in a context and setting that minimises impacts on the amenity of a low density residential environment.
- To allow for a range of community facilities to be provided to serve the needs of residents, workers and visitors in residential neighbourhoods.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes;; Home-based child care; Home businesses; Home industries;; Hostels; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Public administration buildings; Recreation areas;; Recreation facilities (outdoor);

Respite day care centres; Roads; School-based child care; Seniors housing; Tank-based aquaculture; Water recycling facilities

4 Prohibited

Any development not specified in item 2 or 3

Dual Occupancy Prohibition Map – Draft Parramatta LEP 2020

The land is located on land shown coloured purple and edged heavy black on the proposed Dual Occupancy Prohibition Map of the Draft Parramatta LEP 2020.

It is proposed that despite any other provision of the Draft Parramatta LEP 2020, development consent must not be granted to development for the purpose of a dual occupancy on land shown coloured purple and edged heavy black on the Dual Occupancy Prohibition Map of the Draft Parramatta LEP 2020.

It is also proposed under Clause 4.1(7) of the Draft Parramatta LEP 2020, that development consent must not be granted for the subdivision of a lot on which a dual occupancy is erected if:

- (a) the lot is located on land shown coloured purple and edged heavy black on the Dual Occupancy Prohibition Map, and
- (b) development consent for the dual occupancy was issued after the 31 August 2020.

Development Control Plan

The land is affected by Parramatta Development Control Plan 2011.

The Minister for Planning has issued directions that provisions of an EPI do not apply to certain Part 4 development where a concept plan has been approved under Part 3A.

Development Standards

The land is affected by a minimum lot size of 550 square metres on the Minimum Lot Size map of Parramatta Local Environmental Plan 2011.

Development Contribution Plan

The Parramatta Section 94A Development Contributions Plan (Amendment No. 5) applies to the land.

Heritage Item/Heritage Conservation Area

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

The land is not located in a heritage conservation area.

Road Widening

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

- (a) Division 2 of Part 3 of the Roads Act 1993.

- (b) Any Environmental Planning Instrument.
- (c) Any Resolution of Council.

Land Reservation Acquisition

The land is not affected by Land Reservation Acquisition in Parramatta Local Environmental Plan 2011.

Site Compatibility Certificate (Seniors Housing, Infrastructure and Affordable Rental Housing)

At the date of issue of this certificate Council is not aware of any

- a. Site compatibility certificate (affordable rental housing),
- b. Site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments),
- c. Site compatibility certificate (seniors housing)

in respect to the land issued pursuant to the Environmental Planning & Assessment Amendment (Site Compatibility Certificates) Regulation 2009 (NSW).

Contamination

Matters contained in Clause 59(2) as amended in the Contaminated Land Management Act 1997 – as listed:

Clause 59(2)(a) - is the land to which the certificate relates is significantly contaminated land?

NO

Clause 59(2)(b) - is the land to which the certificate relates is subject to a management order?

NO

Clause 59(2)(c) - is the land to which the certificate relates is the subject of an approved voluntary management proposal?

NO

Clause 59(2)(d) - is the land to which the certificate relates is subject to an ongoing maintenance order?

NO

Clause 59(2)(e) - is the land to which the certificate relates is the subject of a site audit statement?

NO

Tree Preservation

The land is subject to Section 5.4 Preservation of Trees or Vegetation in Parramatta Development Control Plan 2011.

Council has not been notified of an order under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

Coastal Protection

Has the owner (or any previous owner) of the land been consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

NO

Council Policy

Council has not adopted a policy to restrict the development of the land by reason of the likelihood of projected sea level rise (coastal protection), tidal inundation, subsidence or any other risk.

Council has adopted a policy covering the entire City of Parramatta to restrict development of any land by reason of the likelihood of flooding.

Council has adopted by resolution a policy on contaminated land that applies to all land within the City of Parramatta. The Policy will restrict the development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Councils website at www.cityofparramatta.nsw.gov.au or from the Customer Service Centre.

Mine Subsidence

The land is not affected by the Coal Mine Subsidence Compensation Act 2017 proclaiming land to be a Mine Subsidence District.

Bushfire Land

The land is not bushfire prone land.

Threatened Species

The Environment Agency Head with responsibility for the Biodiversity Conservation Act 2016 has not advised Council that the land includes or comprises an area of outstanding biodiversity value.

Biodiversity certified land

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

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

Biodiversity stewardship sites

The Chief Executive of the Office of Environment and Heritage has not notified the Council if the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

Note: 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.

Native vegetation clearing set asides

Council has not been notified of the land containing a set aside area under section 60ZC of the Local Land Services Act 2013.

Property vegetation plans

Council has not been notified of the existence of the property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 on the land.

Paper Subdivision information

The land is not subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot. A subdivision order does not apply to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of the Environmental Planning and Assessment Regulation 2000.

Loose-Fill Asbestos Register

Council has not been notified by NSW Fair Trading of the property being listed on the loose-fill asbestos insulation register maintained by the Secretary of NSW Fair Trading.

Site verification certificates

Council is not aware of whether there is a current site verification certificate in respect of the land.

Affected Building Notices and Building Product Rectification Orders

Council is not aware of whether there is any affected building notice, building product rectification order or notice of intention to make a building product rectification order that is in force in respect of the land.

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

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

Note: This does not constitute a Complying Development Certificate under section 4.27 of the Environmental Planning and Assessment Act 1979

The following information only addresses whether or not the land is land on which complying development may be carried out under each of the codes for complying development 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. It is not a statement that complying development is permissible on the land.

Other land exemptions within of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may also apply. Furthermore, other provisions within the relevant Local Environmental Plan or a State Environmental Planning Policy which restrict complying development on the land may also apply.

It is your responsibility to ensure that you comply with the relevant complying development provisions for the land. Failure to comply with these provisions may mean that a Complying Development Certificate is invalid.

Housing Code; Low Rise Housing Diversity Code; Rural Housing Code

Complying Development pursuant to the Housing Code, Low Rise Housing Diversity Code and Rural Housing Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Commercial and Industrial (New Buildings and Additions) Code

Complying Development pursuant to the Commercial and Industrial (New Buildings and Additions) Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Housing Alterations Code; General Development Code; General Commercial and Industrial (Alterations) Code; Container Recycling Facilities Code; Subdivision Code; Demolition Code; Fire Safety Code

Complying Development pursuant to the Housing Alterations Code, General Development Code, General Commercial and Industrial (Alterations) Code, Container Recycling Facilities Code, Subdivision Code, Demolition Code and Fire Safety Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

SPECIAL NOTES

The land is identified as Class 5 on the Acid Sulfate Soils map. Refer to Clause 6.1 of Parramatta Local Environmental Plan 2011.

Applicants for Sections 10.7 Certificates are advised that Council does not hold sufficient information to fully detail the effect of any encumbrances on the title of the subject land. The information available to Council is provided on the basis that neither Council nor its servants hold out advice or warrant to you in any way its accuracy, nor shall Council or its servants, be liable for any negligence in the preparation of that information. Further information should be sought from relevant Statutory Departments.

Brett Newman
Chief Executive Officer

per



dated 27 January 2021

Sewer Service Diagram

Application Number: 8000393470

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of *Parramatta*

No. *807882*

- ☐ Boundary Trap
- ☐ P.T. Grease Interceptor
- ☐ Gully
- ☐ P.T. P. Trap
- ☐ R.S. Reflux Sink

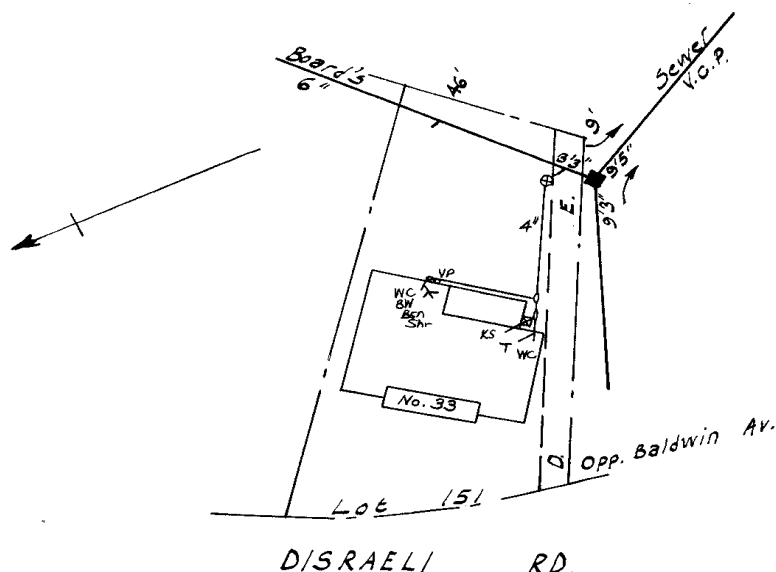
- ☐ R.V. Reflux Valve
- ☐ C.E. Cleaning Eye
- ☐ V.P. Vertical Pipe
- ☐ V.P. Vent. Pipe
- ☐ S.V.P. Soil Vent. Pipe
- ☐ D.C.C. Down Cast Cowl
- ☐ I.P. Induct Pipe
- ☐ M.F. Mica Flap
- ☐ T. Tubs
- ☐ K.S. Kitchen Sink
- ☐ W.C. Water Closet
- ☐ B.W. Bath Waste

- ☐ Bsn. Basin
- ☐ Shr. Shower
- ☐ W.I.P. Wrought Iron Pipe
- ☐ C.I.P. Cast Iron Pipe
- ☐ F.W. Floor Waste
- ☐ W.M. Washing Machine

Scale: 40 Feet To An Inch

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer



RATE No. _____ W.C.s *2* U.C.s _____ 19____

SHEET No. *9/44*

OFFICE USE ONLY

For Engineer House Services

DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth.	Inspector	/ /	Date	/ /	/ /
Shr.		Outfall	HL	Inspector	/ /
Bsn.		Drainer	LL		
K.S.		Plumber			
T.	Chief Inspector	/ /	Boundary Trap		
Ptg.	Tracing Checked	/ /	<input checked="" type="checkbox"/> is not required		
Dge. Int.					
Dge. Ext.					

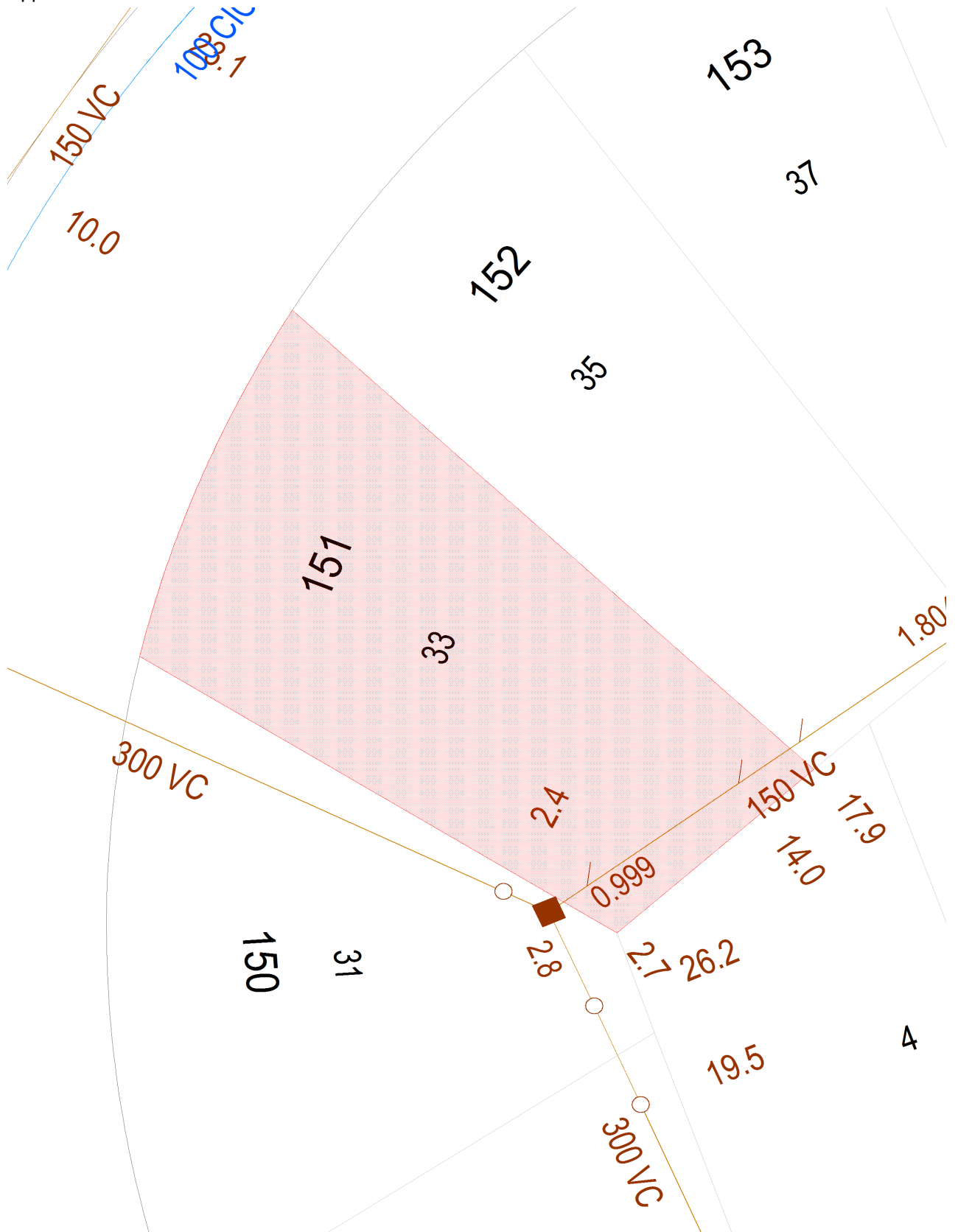
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Disclaimer

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

Service Location Print

Application Number: 8000393429



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Disclaimer

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

Asset Information

Legend

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

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Pipe Types

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

Further Information

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

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

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

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