

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Professionals Narellan &amp; District</b> <b>PO Box 136, NARELLAN NSW 2567</b>	<b>Phone: 4623 0380</b> <b>Fax: 4621 4618</b> <b>Ref: Steve Diggins</b>
co-agent		
vendor	<b>Glen Liesert and Amy Maree Liesert</b> <b>15 Plane Tree Drive, Narellan Vale, NSW 2567</b>	
vendor's solicitor	<b>Walkden Law &amp; Mediation</b> <b>6 Broughton Street, Camden NSW 2570</b> <b>DX 25811 Camden</b>	<b>Phone: 46551231</b> <b>Email: linda@walkdenlaw.com.au</b> <b>Fax: 46551498</b> <b>Ref: SW:LP:216105</b>
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date</b> <b>Lot 101 Plane Tree Drive, Narellan Vale, New South Wales 2567</b> <b>Registered Plan: Lot 101 Plan DP 1253260</b> <b>Folio Identifier 101/1253260</b>	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input checked="" type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

**GST AMOUNT (optional)**

The price includes  
 GST of: \$

\_\_\_\_\_  
**witness**

\_\_\_\_\_  
**purchaser**     JOINT TENANTS     tenants in common     in unequal shares

\_\_\_\_\_  
**witness**

**Choices**

Vendor agrees to accept a **deposit-bond** (clause 3)  NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30) PEXA

**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*  
(GST 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 *GSTRW rate* (residential withholding rate):

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

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

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

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

## List of Documents

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. 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 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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

## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

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



**20 Miscellaneous**

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

**24 Tenancies**

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

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

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*, or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

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

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

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## SPECIAL CONDITIONS

**These are the special conditions to the contract for the sale of land**

**BETWEEN**     **Glen Liesert and Amy Maree Liesert** of 15 Plane Tree Drive, Narellan Vale, New South Wales (**Vendor**)

**AND**             of (**Purchaser**)

1. In the event of any inconsistency between the terms of these Special Conditions and the Printed Clauses these Special Conditions will apply to the extent of any inconsistency, including with respect to any defined terms.
2. Notwithstanding any rule of law or equity to the contrary, should either party (or if more than one any one of them) prior to completion die or become mentally ill (as defined in the Mental Health Act) or become bankrupt (or if a Company go into liquidation) then the Vendor may rescind this Contract by notice in writing forwarded to the other party and thereupon this Contract shall be at an end and the provisions of Clause 19 hereof shall apply.
3. In the event of either party failing to complete this Contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a Notice to Complete requiring the other to complete within fourteen (14) days from the date of service of the Notice, which time period is considered reasonable by both parties. For the purpose of this Contract, such Notice to Complete shall be deemed both at law and in equity sufficient to make time of the essence of this Contract. If the Vendor issues a Notice to Complete in accordance with his rights under this Contract, the Purchaser must pay to the Vendor on completion an additional sum of five hundred and fifty (\$550.00) as compensation for the additional legal expenses that will be incurred by the Vendor for issuing a Notice to Complete. This is an essential term of this Contract.
4. In the event that completion is not effected on the nominated day for settlement due to any reason other than the default of the vendor then the purchaser shall pay to the vendor interest on the balance of purchase price at the rate of 10% per annum from the date nominated for completion until and including the actual day of completion or date of termination.
5. The Purchaser acknowledges that they are purchasing the property:
  - (a) in its present condition and state of repair;
  - (b) subject to all defects latent and patent;
  - (c) subject to any infestations and dilapidation;
  - (d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
  - (e) subject to any non-compliance with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
  - (f) subject to wear and tear and electrical malfunction up to and including the date of completion.
  - (g) Subject to any Asbestos, rubbish, debris and state of cleanliness on completion.



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The Purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this Clause.

6. The Purchaser warrants that he was not introduced to the Vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the Vendors agent, if any, referred to in this contract AND the Purchaser agrees that he will at all times indemnify and keep indemnified the Vendor from and against any claim whatsoever for commission which may be made by any real estate agent or other person arising out of or in connection with the Purchasers breach of this warranty AND it is hereby agreed and declared that this clause shall not merge in the Transfer upon completion or be extinguished by completion of this contract and shall continue in full force and effect notwithstanding completion.
7. The Purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the release of deposit to the vendors such part of the deposit moneys as the Vendor or the Vendors Solicitor may direct. The deposit monies will be released for the following purposes but not limited to:
- (i) 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;
  - (ii) Rental bond for a rental property;
  - (iii) Removalist cost;
  - (iv) Ingoing contribution for a Charge/Lease pursuant to the Retirement Villages Act;
  - (v) As per any written direction by the Vendor or the Vendors Solicitor;
  - (vi) A deposit on a building contract;
  - (vii) For Cleaning purposes pursuant to Special Condition 29.2.3.;
  - (viii) To the Vendor as per the Vendors Solicitors direction.
8. Although a full 10% deposit is payable by the purchaser, the vendor has agreed to allow the purchaser to exchange the contract on the basis that only part of the deposit is paid at the time of exchange being \$\_\_\_\_\_. The balance of the deposit must be paid by the purchaser to the deposit holder as soon as possible as an earnest that the full price will be paid on completion. The full earnest of 10% of the price will be forfeited in the event that the purchaser fails to complete in accordance with the terms hereof.

NB the full 10% deposit is to be inserted on the front page of the contract.

9. Deposit Bond. If the Vendor accepts a Deposit Bond in writing:

The word *Bond* means the Deposit Bond issued to the vendor at the request of the purchaser by the bond provider.

Subject to the following clauses the delivery of the Bond on exchange to the person nominated in this Contract to hold the deposit or the Vendors Solicitor will be deemed to be payment of the deposit in accordance with this Contract.

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The purchaser must pay the amount stipulated in the Bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.

If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the Bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this Contract to hold the deposit.

- 10.** Deposit payable during cooling off period  
If a cooling off period applies to this contract, the purchaser may pay the deposit holder in two instalments as follows:
- (i) One or before the date of this contract 0.25% of the agreed purchase price; and
  - (ii) In the event of the purchaser proceeding with the purchase on or before 5.00pm on the fifth business day after the date of this contract a further 9.75% of the agreed purchase price.
- 11.** A sufficient statement of the Vendors Title shall be deemed included in the description of the property hereinbefore appearing and such statement shall have been deemed to have been given to the Purchaser at the date hereof.
- 12.** For the purposes of the service of any notice, letter document or plan which is required to be served pursuant to this Contract, where such notice is served by sent email, security post, delivery post or by Document Exchange such notice shall be deemed to have been served on the date which is two days after the date of such posting or Document Exchange delivery provided further that if such notice is served by email sent or facsimile transmission then such notice shall be deemed to have been served on the date upon which such sent email or facsimile transmission is transmitted to the party required to served.
- 13.** The Vendor warrants that the only drainage diagram available for the property from the appropriate sewerage authority in the ordinary course of administration as at the date of this contract is the annexed drainage diagram.
- 14.** If a swimming pool or spa are erected on the property whether in-ground, aboveground or partly either, the Purchaser acknowledges that he is purchasing the subject property with the pool and spa, as the case may be, in their present condition and repair and shall not require the Vendor to ensure compliance of the pool and spa, as the case may be, with any Acts, Regulations or ordinances as regards to fencing or otherwise.
- 15.** In the event settlement does not take place at the scheduled time, or does not take place at a re-arranged time on that same day, due to 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 \$250.00 (GST inclusive) on settlement for each cancelled settlement, to cover the legal costs and other expenses incurred as a consequence of the delay.

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16. In the event settlement does not take place at the scheduled time reasonable notice to re-book a settlement is considered to be no less than five days unless agreeable by the vendor and their mortgagee. Should the Purchaser be the party responsible for the cancellation of settlement, then default interest pursuant to special condition 2 will be payable from the day immediately following the cancelled scheduled settlement date and up to and including the earliest possible date the discharging mortgagee will re schedule the settlement irrespective of whether or not the incoming mortgagee can settle sooner.
17. The parties agree that if, on completion, any/or apportionment of payments due to be made by the purchaser pursuant to this contract are overlooked or calculated incorrectly, the purchaser will within 48 hours after being requested, make the correct calculation and pay such amount to the Vendor. This clause does not merge on completion.
18. If the property is a strata title, neighbourhood or precedent title or company title property the Vendor authorises and directs the Purchaser to obtain the **Strata Information Certificate** or Company Levy Certificate directly from the Owners Corporation or Company as the case may be. The Purchaser's Solicitor shall supply to the Vendor's Solicitor a copy of the certificate at the time of submission of the settlement adjustment sheet. Despite any other clause of this contract, should a levy disclosed in the said information certificate detail a contribution which is a non-regular periodic contribution, the Vendor shall only be liable for any of these levies due before the contract date.
19. Replacement of Documents.
- 19.1 The Vendor may from time to time serve the Purchaser with a written notice expressed to be given pursuant to this Clause 19.1 and stating that the Vendor wishes to replace a document a copy of which is attached to this Contract ("Replaced Document") with another document (a copy of which is forwarded with that notice) ("Substitute Document").
- 19.2 Once a notice under Clause 19.1 is served, the Replaced Document is taken to be no longer attached to this Contract and the Substitute Document is taken to be attached to this Contract.
- 19.3 Subject to Clause 19.3, The Purchaser may not make a claim or requisition, delay completion, rescind or terminate this Contract because the vendor has served a notice under Clause 19.1, or because the Replacement Document is taken to be no longer attached to this Contract or because the Substitute Document is taken to be attached to the is Contract.
20. Mine Subsidence District. We hereby refer you to the Section 10.7 (2) & (5) Certificate and especially in relation to Mine Subsidence. If the property is affected by Mine Subsidence certain development in a Mine Subsidence District requires approval from Subsidence advisory NSW – further information can be obtained from Subsidence Advisory NSW. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence <https://www.subsidenceadvisory.nsw.gov.au/>

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The purchaser expressly acknowledges they themselves and/or their representatives have made enquiries with the Mine Subsidence Board and the purchaser hereby acknowledges and agrees as follows:

- (a) The purchaser has made its own enquiries regarding purchasing/owning property constructing and proposed subdivision of a property within a Mine Subsidence Zone and has had the opportunity to obtain independent expert advice in relation thereto;
- (b) Except as may otherwise be contained in this agreement the vendor has made no representation or warranty regarding the Purchasers ability to subdivide or construct on the land.
- (c) The purchaser fully releases and discharges the vendor from any and all claims or entitlements which the purchaser may have or claim to have in relation to any future subdivision or construction or the existence of the land being affected by Mine Subsidence Zone.
- (d) The purchaser indemnifies and agrees to indemnify the vendor and keep the vendor indemnified at all times after the date of settlement in respect of any action, claim, proceeding, demand, cost, expense, loss or damage which the vendor may suffer, sustain or incur irrespective of whether the same arises from any third party or by or on behalf of the purchaser by reason of the existence of the land being in a Mine Subsidence Zone or any failure to subdivide or construct or by reason of any breach of default of the purchaser in the performance of its obligations hereunder or at law.

**21.** Second Sydney Airport Proposal – Badgerys Creek. In April 2014 the Australian Government announced Badgerys Creek as the site of a second major airport for Sydney. The draft Airport Plan and the draft Environmental Impact Statement (EIS) for the proposed Western Sydney Airport were released for consultation in October 2015. Construction works commenced in 2016 with operations commencing in 2020. Information for the proposal can now be obtained from the Federal Department of Infrastructure and Regional Development or at [www.westernsydneyairport.gov.au](http://www.westernsydneyairport.gov.au).

**22.** The Vendor discloses and the Purchaser acknowledges that the NSW Government have announced the South West Rail Link Extension and Outer Sydney Orbital Corridor Preservation and Protection of Transport Corridors in Western Sydney. In March 2018 the State Government announced the recommended corridor for the Outer Sydney Orbital location of the corridor was updated in June 2018 and continues to be updated.

The Outer Sydney Orbital corridor and South West Rail Link Extension passes through but not limited to Wollondilly and Camden Council local government areas.

The Purchaser hereby warrants to the Vendor that they are aware of and have made their own enquiries into the location, studies, proximity and effect of the South West Rail Link, Outer Sydney Orbital Corridor and Protection of Transport Corridors.

The Purchaser acknowledges having notice of the above cannot make any objection, requisition, claim for compensation or damages, rescind or terminate the Contract for Sale what so ever the case may be, in this regard.

For more information contact Transport for NSW or visit their website at [www.transport.nsw.gov.au/corridors](http://www.transport.nsw.gov.au/corridors).

**23. Guarantee for corporate purchaser**

In consideration of the vendor contracting with the corporate purchaser (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser’s obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

<b>SIGNED by</b> _____ )	
the guarantors in the presence of: _____ )	
_____	Director/Gurantor Signature
Signature of Witness	
_____	Director/Gurantor Signature
Print Name of Witness	

**24. The Contract shall be amended as follows:**

- (a) From the definition of business day in Clause 1 delete the words “bank”.
- (b) From the definition of settlement cheque in Clause 1 delete the words “or a building society, credit union or other FCA institution as defined in Cheques Act 1986”.
- (c) From the definition of deposit holder in Clause 1 add before “vendor’s agent” the words “subject to any provision in this Contract to the contrary”;
- (d) Printed clause 2.9 delete.
- (e) From Clause 5.1 delete “or it is a general question about the property or title”.
- (f) Printed Clause 7 delete.
- (g) The words “on reasonable grounds” shall be deleted from Clause 8.1.1;
- (h) The words “and those grounds” shall be deleted from Clause 8.1.2;
- (i) Printed clause 10.1.8 and 10.1.9 is amended by replacing the word “substance” with the word “existence”.

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- (j) Amend clause 14.4. by deleting the words “must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but”;
  - (k) Delete clause 14.4.2 and replace with “by adjusting the amount paid or payable based upon the assessment of land tax for the property for the current year as per the taxable land value on the Section 47 Land Tax Clearance Certificate without the benefit of a threshold and adjusted as paid”.
  - (l) The words “plus another 20% of that fee” shall be deleted from Clause 16.5;
  - (m) The symbol and number “\$10” shall be deleted from Clause 16.8 and replaced with \$nil.
  - (n) From Clause 16.10 delete the full stop and add to the end of that clause, “unless the deposit is forfeited to or stipulated to belong to the Vendor earlier than completion”;
  - (o) Clause 16.12 all the words are deleted and replaced with, “The Vendor can require completion at another place if it is in New South Wales”.
  - (p) Clause 18 is amended by adding 18.8. “The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property”.
  - (q) From Clause 19.2.3 delete all the words and replace with “The Vendor can claim for damages, costs or expenses arising out of a breach of this Contract by the Purchaser; and”
  - (r) From Clause 19.2.4 delete the words “a party” first appearing and replace with “the Vendor” and delete the word “otherwise.”;
  - (s) Clause 20.7.2 insert the words “and in the case of the vendor the actual cost” at the end of the clause;
  - (t) Replace the words “vendor” with “purchaser” from clause 23.13.**
  - (u) Printed Clauses 14.8, 23.9, 23.14, 24.3, 24.4.2, 30.1.2, 30.2, 30.4.1 are deleted from this Contract.
  - (v) Printed Clause 30.4.3 is amended by deleting “using the nominated ELN, unless the parties otherwise agree” and replace with the words “using Property Exchange Australia (PEXA) as the only Nominated ELN”.

**25. GST Withholding**

- (i) If the vendor gives the purchaser a GST Withholding Notice specifying that the purchaser is required to make a payment on account of GST to the Commissioner, then the purchaser must pay the GST Withholding Amount from the balance of the price payable to the vendor on completion in accordance with this Special Condition.
- (ii) If the purchaser pays the GST Withholding Amount in accordance with this Special Condition 20, the vendor will not be entitled to delay completion or refuse to complete.
- (c) The vendor must give the GST Withholding Notice to the purchaser at least 10 business days before completion.
- (d) If Special Condition 20 (a) applies then at least 5 business days before completion the purchaser must provide to the vendor:
  - (i) evidence of having lodged a Purchaser Withholding Notification Form with the Commissioner; and
  - (ii) the purchaser’s payment reference number and lodgement reference number.
- (e) Subject to Special Condition 20 (f) the GST Withholding Amount must be paid by bank cheque as follows:

- 
- (i) the purchaser must at completion, give the vendor a bank cheque drawn in favour of the Commissioner for the GST Withholding Amount;
  - (ii) the bank cheque given to the vendor by the purchaser pursuant to Special Condition 20 (e) (i) must not be post-dated, stale or dishonoured on presentation; and
  - (iii) the vendor undertakes to give the bank cheque to the Commissioner, together with the reference details provided by the purchaser under Special Condition 20 (d).
- (f) Special Condition 20 (e) does not apply where completion occurs electronically through Property Exchange Australia or other similar online conveyancing facility and the GST Withholding Amount is paid to the Commissioner through that facility.
- (g) If payment of the GST Withholding Amount does not occur in accordance with either of Special Conditions 20 (e) or 23 (f) then the vendor may delay settlement until the next business day after the day on which:
- (i) payment of the GST Withholding Amount has occurred; or
  - (ii) the vendor receives the entire purchase price.
- (h) The purchaser must lodge the Purchaser Settlement Date Confirmation Form with the Commissioner on or before the completion date and provide evidence of having lodged the form to the vendor at completion.
- (i) If the purchaser cannot provide evidence to the vendor at completion of having lodged the Purchaser Settlement Date Confirmation Form, then in addition to any damages under Special Condition 20 (j), the purchaser must give to the vendor at completion a written declaration that:
- (i) confirms that the details provided under Special Condition 20 (d) are true and correct; and
  - (ii) authorises the vendor and the vendor's solicitor to complete and lodge, on behalf of the purchaser, the Purchaser Settlement Date Confirmation Form.
- (j) The purchaser indemnifies the vendor, against all loss that may be incurred by the vendor arising from or in connection with a breach by the purchaser of this Special Condition 20 and the Purchaser will be liable for all legal and accounting costs incurred by the Vendor due to the Purchasers breach of this special condition.

**26.** The Purchaser warrants

- (i) That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
- (ii) That the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

**27.** Electronic Settlements

- (i) All parties hereby agree to settle this sale electronically in accordance and in compliance with the Electronic Conveyancing National Law.
- (ii) The provisions of this contract continue to apply as modified by the electronic settlement procedures, unless for any reason a party notifies the other party in writing that settlement will no longer proceed electronically but will be transferred to a paper settlement. In this event any fees or disbursements are incurred then each party shall pay their own cost although, the Purchaser Conveyancer must issue

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the paper transfer to the Vendors Conveyancers office pursuant to special condition 15.

- (iii) Normally within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
- (iv) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (v) Settlement takes place when the financial settlement takes place.
- (vi) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (vii) The purchasers conveyancer must upload the Order on the Agent onto the Pexa Workspace to ensure the order is issued to the agent as soon as settlement has been completed. This clause will not merge upon completion and is an essential term of the Contract.
- (viii) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If an electronic settlement cannot be re-established then the parties must settle in the usual non-electronic manner as soon as possible but no later than 5 working days after the initial electronic failure unless otherwise agreed. If an electronic settlement can not take place after pexa workspace has been prepared due to the purchasers participants not being able to accept a pexa settlement then the Purchaser will make a Vendor adjustment for legal fees of \$550.00 (GST inclusive) and adjusted on completion.
- (ix) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

28. Deleted.

29. **Covid-19 Event:**

29.1 The Vendor and Purchaser acknowledge and agree that in the event prior to the Settlement Date either party (including that party's company directors or secretary where the context permits):

29.1.1 contracts or suffers the Covid-19 Virus;

29.1.2 is placed in Quarantine or directed to Quarantine by a Relevant Authority;

29.1.3 is placed in Self-Isolation or directed to Self-Isolate by a Relevant Authority;

29.1.4 needs to care for an immediate member of their household or family who is directly affected by special conditions 29.1.1 to 29.1.3 above; or

29.1.5 (in the case of the Vendor) needs to remain on the Land for any reason related to special conditions 29.1.1 to 29.1.3 above;

(collectively and each being a "**Covid-19 Event**") and such Covid-19 Event impacts the Vendor's or the Purchaser's ability to settle under this Contract by the Settlement Date, then such party may, subject to compliance with the terms of this special condition 29, extend the Settlement Date by a reasonable period equal to the delay caused (or



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expected to be caused) by the Covid-19 Event, but being not more than fourteen (14) ordinary days, upon giving written notice to the other party.

29.2 The rights of the Vendor and Purchaser to extend the Settlement Date in accordance with special condition 29 are subject to the following conditions:

29.2.1 the affected party must notify the other party by notice in writing as soon as reasonably practicable upon becoming aware of the Covid-19 Event, and in any event before the Settlement Date;

29.2.2 the affected party must provide reasonable evidence of the Covid-19 Event to the other side; and

29.2.3 (in the case of the Vendor) if the Vendor is seeking to rely on this special condition and has had or permitted any person to be Quarantined or Self-Isolated on the Land at any time within a period of fourteen (14) days prior to the Settlement Date, then the Vendor must either:

- (i) cause for the Improvements and Included Goods on the Land to be Disinfected by a cleaning contractor approved by both parties (acting reasonably); or
- (ii) (at either party's election) pay to the Purchaser or provide an adjustment in favour of the Purchaser at settlement an amount equal to \$500.

### **30. Time Extensions due to Lock Down and suspension of operations:**

30.1 Notwithstanding the completion date noted on the front page of this contract, the parties agree if either party is prevented or delayed from completing this contract due to the occurrence of any one of the following events:

30.1.1 Suspension of the operation of services by:-

- (i) the Purchaser's Incoming Mortgagee;
- (ii) the Vendor's Discharging Mortgagee;
- (iii) NSW Land Registry Services;
- (iv) Revenue NSW preventing the payment of stamp duty or the clearance of a Land Tax charge;
- (v) PEXA or chosen online Platform;
- (vi) any Government body or department and strata management body who is required to provide a certificate that a party is entitled to (and would ordinarily request) or required to obtain pursuant to this contract preventing the issuing of the certificate;

30.2 The Vendor and Purchaser agree that for so long as the Covid-19 Virus has known cases in New South Wales, then:

30.2.1 **(Default At Settlement)** the time period specified in Special Condition 3 of the Contract shall remain at "14 Days".

### **31. Defined Terms:**

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31 In these Special Conditions:

31.1.1 “**Covid-19 Virus**” means the strain of virus more fully described as coronavirus disease 2019 as declared by the World Health Organisation.

31.1.2 “**Disinfected**” means:

- (i) steam cleaning all carpets and mopping of all hard-surface floors using a disinfectant cleaning agent capable of killing the Covid-19 Virus; and
- (ii) cleaning air conditioning filters and using disinfectant products to clean all hard surfaces including without limitation all door handles, light switches, remote controls, windows and appliances using a disinfectant cleaning agent capable of killing the Covid-19 Virus.

31.1.3 “**Quarantine**” means the isolation of an individual from other members of the public due to or related to the restriction on the movement of people in order to stop or prevent the spread of Covid-19 Virus.

31.1.4 “**Relevant Authority**” includes the Australian Government (including any health department of the same), the New South Wales Government (including any health department of the same), the Office of Local Government (including any individual local government council) and the World Health Organisation.

31.1.5 “**Self-Isolate**” or “**Self-Isolation**” means the isolation of an individual from other members of the public due to:

- (i) having a confirmed case of Covid-19 Virus;
- (ii) being in close contact with a person with a confirmed case of Covid-19 Virus; or
- (iii) arriving in Australia after midnight on 15 March 2020.

32.1 The Purchaser will not require the Vendor to provide a Survey Report. The Purchaser will make their own enquiries in relation to the boundaries of the said property.

32.2 The Purchaser shall not be entitled to make any objections, requisitions, claims for compensation or delay or rescind in regard to any matters referred above.

### 33. **Christmas Closure Period**

In the event that the date for Completion falls within the period commencing Wednesday 22nd December 2021 and ending Wednesday 12<sup>th</sup> January 2022 (Christmas Closure Period) the date for completion is hereby extended to Friday 14<sup>th</sup> January 2022 (Resumption Date). In the event that a party serves the other party with a notice during the Christmas Closure Period service of the notice is deemed effected on the Resumption Date.

If prior to the commencement of the Christmas Closure Period, a party serves the other party with a Notice to Complete which appoints a date by which to complete this Contract which falls within the Christmas Closure Period then the date is hereby extended to the Resumption Date.

**RESIDENTIAL PROPERTY REQUISITIONS ON TITLE**

Vendor: **Glen Liesert and Amy Maree Liesert**  
Purchaser:  
Property: Lot 101 Plane Tree Drive, Narellan Vale  
Dated: 15 November 2021

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**Possession and tenancies**

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?  
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.  
(c) Please specify any existing breaches.  
(d) All rent should be paid up to or beyond the date of completion.  
(e) Please provide details of any bond together with the Rental Bond Board's reference number.  
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*).
5. If the tenancy is subject to the *Residential Tenancies Act 1987*.
  - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
  - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

**Title**

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

**Adjustments**

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.

- 
12. Is the vendor liable to pay the land tax or is the property otherwise charged or liable to be charged with land tax? If so:
- (a) to what year has a return been made?
  - (b) What is the land value for land tax purposes for the current year?

### **Survey & Building**

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. (a) Have the provisions of the *Local Government Act, the Environmental Planning and Assessment Act 1979* and their regulations been complied with?
- (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
- (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
  - (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
  - (b) Is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) If the swimming pool has been approved under the *Local Government Act 1993*, please provide details?
  - (d) are there any outstanding notices or ordered?
18. (a) to whom do the boundary fences belong?
- (b) to whom do the party walls belong?
- (c) if the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

### **Affectations**

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?

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

#### **Capacity**

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

#### **Requisitions and transfer**

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

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Vendor: Glen Liesert & Amy Maree Liesert  
Purchaser:  
Property: Lot 101 Plane Tree Drive, Narellan Vale  
Dated: Monday, 15 November 2021

We have been instructed to reply to the requisitions on title as follows: -

1. Noted
2. No.
3. (a) – (f) Not applicable
4. No
5. (a)-(b) Not applicable
6. Noted.
7. Noted.
8. No.
9. At the office of the discharging mortgagee if there is a mortgage otherwise at our office.
10. No.
11. Noted.
12. See the contract. If no adjustment is required then any outstanding tax will be paid. Please advise if you do not receive a clear s47 certificate
13. Noted.
14. No
15. (a) As far as the vendor is aware yes.  
(b) No  
(c) No  
(d) No  
(e) If applicable then it has been provided.
16. As to the vendor no.
17. (a)-(d) This is not a requisition on title.
18. (a) it is presumed to adjoining owners  
(b) No  
(c) Not applicable  
(d) No.  
(e) No.
19. No.
20. (a)-(c) Other than as disclosed in the contract, no.
21. (a) – (f) Not as far as the vendor is aware.
22. (a)-(c) The services that are available will have been seen by the purchaser. Other than shown on certificates attached to the contract the Vendor does not know the location of these services or of those of adjoining properties.
23. Not that the vendor is aware.
24. Noted.
25. Noted.
26. Not agreed.
27. Noted.
28. Noted subject to contract.
29. Not agreed.



LAND  
REGISTRY SERVICES **Title Search**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 101/1253260

SEARCH DATE	TIME	EDITION NO	DATE
5/11/2021	1:51 PM	1	19/10/2021

LAND

LOT 101 IN DEPOSITED PLAN 1253260  
 AT NARELLAN VALE  
 LOCAL GOVERNMENT AREA CAMDEN  
 PARISH OF NARELLAN COUNTY OF CUMBERLAND  
 TITLE DIAGRAM DP1253260

FIRST SCHEDULE

GLEN LIESERT  
 AMY MAREE LIESERT  
 AS JOINT TENANTS

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP801976 RESTRICTION(S) ON THE USE OF LAND
- 3 DP810905 EASEMENT FOR UNDERGROUND GAS MAIN 2 METRE(S) WIDE & VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 AM95070 MORTGAGE TO WESTPAC BANKING CORPORATION
- 5 DP1253260 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
- 6 DP1253260 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT

NOTATIONS

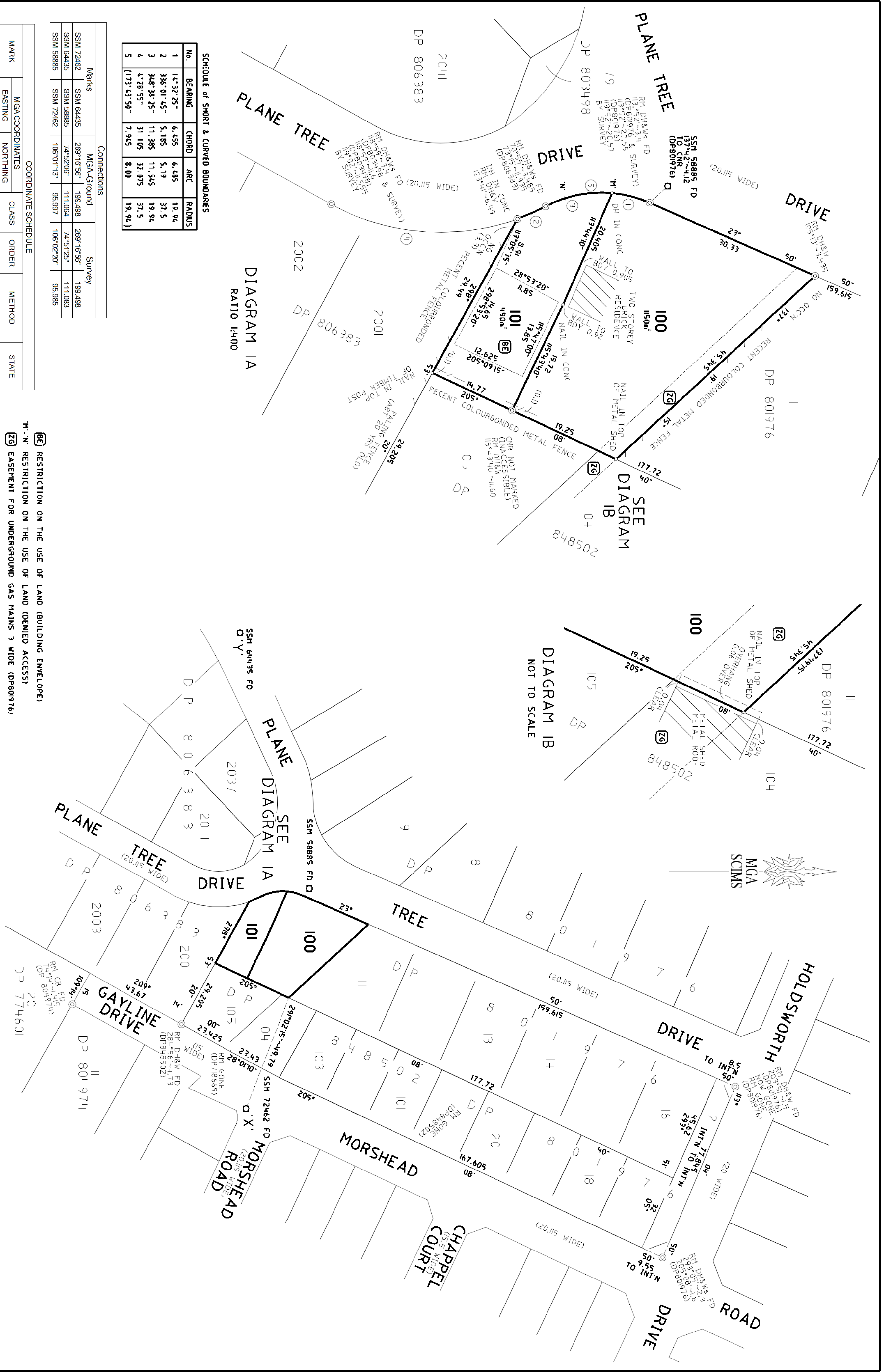
UNREGISTERED DEALINGS: NIL

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

216105

PRINTED ON 5/11/2021

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



**SCHEDULE OF SHORT & CURVED BOUNDARIES**

No.	BEARING	CHORD	ARC	RADIUS
1	14° 32' 25"	6.455	6.485	19.94
2	346° 01' 45"	5.185	5.19	31.5
3	348° 38' 25"	11.385	11.545	19.94
4	4° 28' 55"	31.105	32.075	31.5
5	173° 43' 50"	7.945	8.00	19.94

**Connections**

Mark	MGA-Ground	Survey
SSM 72462	SSM 64435	269° 16' 56"
SSM 64435	SSM 58885	74° 52' 06"
SSM 58885	SSM 72462	106° 01' 13"

**COORDINATE SCHEDULE**

MARK	MGA COORDINATES		CLASS	ORDER	METHOD	STATE
	EASTING	NORTHING				
SSM 58885	292460.575	6230204.362	C	3	SCIMS	FOUND
SSM 64435	292353.35	6230175.367	C	3	SCIMS	FOUND
SSM 72462	292552.854	6230177.866	C	3	SCIMS	FOUND

DATE OF SCIMS COORDINATES: 17-12-2019  
 MGA ZONE 56  
 COMBINED SCALE FACTOR: 1.000110

**REstriction on the use of land (building envelope)**  
 'M'- 'N' RESTRICTION ON THE USE OF LAND (DENIED ACCESS)  
**EASEMENT FOR UNDERGROUND GAS MAINS 3 WIDE (DP801976)**

**SURVEYOR**  
 Name: ANGELA MARY RYAN  
 Date: 27-02-2020  
 Reference: 18191DP


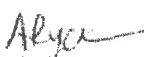

**PLAN OF**  
 SUBDIVISION OF  
 LOT 10  
 IN DP801976



**L.G.A.: CAMDEN**  
 Locality: NARELLAN VALE  
 Reduction Ratio: 1:1000  
 Lengths are in metres

Registered:  
 19/10/2021


**DP1253260**



PLAN FORM 6_E (2019)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)	
Registered:  19/10/2021		Office Use Only		Office Use Only	
Title System: TORRENS		<b>DP1253260</b>			
<b>PLAN OF SUBDIVISION</b> OF LOT 10 IN DP801976		LGA: CAMDEN Locality: NARELLAN VALE Parish: NARELLAN County: CUMBERLAND			
<b>Survey Certificate</b> I, ANGELA MARY RYAN of JOHN M DALY & ASSOCIATES PTY LTD PO BOX 25 CAMPBELLTOWN a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that:  (a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 27-Feb-2020  (b) Partial Survey   (c) Compilation   Datum Line: "X" - "Y" Type: Urban <input checked="" type="checkbox"/> Rural <input type="checkbox"/>  Signature:  Dated: 28-7-2021 Surveyor Identification No: 8636 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>		<b>Crown Lands NSW/Western Lands Office Approval</b> I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.  Signature: Date: File Number: Office:			
		<b>Subdivision Certificate</b> I, <u>Sugule Mohamed</u> Authorised Person certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.  Signature:   Consent Authority: Camden Council Date of endorsement: 9-8-2021 Subdivision Certificate number: 14.2017.1218.1 File number: DA/2017/1218/1			
Plans used in the preparation of survey.  DP 801976 DP 803498 DP 804974 DP 806383 DP 848502		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.			
Surveyor's Reference: 18191DP		ISSUE B		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6_E (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 4 sheet(s)
<b>Registered:</b>  19/10/2021	Office Use Only	Office Use Only
<b>PLAN OF SUBDIVISION</b> OF LOT 10 IN DP801976	<h1>DP1253260</h1> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
Subdivision Certificate number: 14.2017.1218.1 Date of Endorsement: 9-8-2021		
<p><b>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO;</b></p> <p><b>CREATE:</b></p> <ol style="list-style-type: none"><li>1. RESTRICTION ON THE USE OF LAND</li><li>2. RESTRICTION ON THE USE OF LAND (BE)</li></ol> <p><b>AND RELEASE:</b></p> <ol style="list-style-type: none"><li>1. RIGHT OF WAY (CREATED BY L332335)</li></ol>		
 ..... Camden Council Authorised Person		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 18191DP	ISSUE B	

**PLAN FORM 6\_E (2019) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 4 sheet(s)

<p><b>Registered:</b>  19/10/2021</p> <p><b>Office Use Only</b></p>	<p><b>Office Use Only</b></p> <h1 style="font-size: 2em; margin: 0;">DP1253260</h1>
<p><b>PLAN OF SUBDIVISION</b> OF LOT 10 IN DP801976</p>	
<p>Subdivision Certificate number: 14.2017.1218.1                  Date of Endorsement: 9-8-2021</p>	
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>	







Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
100	N/A	15	PLANE TREE	DRIVE	NARELLAN VALE
101	N/A	84	PLANE TREE	DRIVE	NARELLAN VALE

  
 .....  
 Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18191DP

ISSUE B

<b>PLAN FORM 6_E (2019) DEPOSITED PLAN ADMINISTRATION SHEET</b> Sheet 4 of 4 sheet(s)	
<b>Registered:</b>  19/10/2021 <span style="float: right;">Office Use Only</span>	<span style="float: right;">Office Use Only</span> <h1 style="text-align: center;">DP1253260</h1>
<b>PLAN OF SUBDIVISION</b> OF LOT 10 IN DP801976	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
Subdivision Certificate number: 14.2017.1218.1 Date of Endorsement: 9-8-2021	
<b>Execution by Registered Proprietor:</b>	
 ..... Glen Liesert	 ..... Amy Maree Liesert
<b>Execution by Mortgagee:</b>	
<p>I certify that I am an eligible witness and that the mortgagee signed this dealing in my presence. [See note* below]</p>	<p>Certified correct for the purposes of the Real Property Act 1900 by the mortgagee.</p> <p>SIGNED by Neil Kelly ( Tier 3)</p> <p>as attorney for St. George – A division of Westpac Banking Corporation ABN 33 007 457 141 under power of attorney dated 17 January 2001 registered Book 4299 No.332</p>
<p>Signature of witness: </p> <p>Name of witness: Talar Amsih</p> <p>Address of witness: 1 KING STREET, CONCORD WEST NSW 2138</p>	<p>Digitally signed by Talar Amsih E91221 Date: 2021.09.21 15:23:20 +10'00'</p> <p>Digitally signed by Neil Kelly E70037 Date: 2021.09.21 15:15:16 +10'00'</p> <p></p> <p>Signature Tier Three Attorney By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney</p>
<p>*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.</p>	
 ..... Camden Council Authorised Person	
If space is insufficient use additional annexure sheet	
Surveyor's Reference: 18191DP	ISSUE B

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

(Sheet 1 of 4 Sheets)

Plan:

**DP1253260**

Plan of Subdivision of  
Lot 10 in DP801976  
covered by  
Subdivision Certificate No.14.2017.1218.1

Full name and address of  
the owner of the land

Glen Liesert and Amy Maree Licser  
15 Plane Tree Drive  
NARELLAN VALE NSW 2560

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on the Use of Land	101	Camden Council
2	Restriction on the Use of Land (BE)	101	Camden Council

**PART 1A (Release)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of Way (created by L332335)	Lot 5372 in DP1194066, Lot 7097 in DP1230441 and Lots 101, 106, 107 & 108 in DP1241598	Lot 10 in DP801976

**PART 2 (Terms)**

**Terms of restriction numbered 1 in the plan.**


No vehicular access shall be permitted to or from the lot burdened, by way of those parts of the boundary designated M-N on the plan

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 1 in the plan.

**CAMDEN COUNCIL**

  
Camden Council Authorised Person

Surveyors Ref: 18191DP

  
Signature of witness to final sheet  
Issue B

(Sheet 2 of 4 Sheets)

Plan:

**DP1253260**

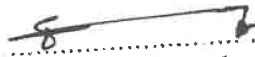
Plan of Subdivision of  
Lot 10 in DP801976  
covered by  
Subdivision Certificate No.14.2017.1218.1

**Terms of restriction numbered 2 in the plan.**


No building shall be permitted to remain on the lot burdened unless such building is constructed within the area designated (BE) on the plan.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 2 in the plan.

**CAMDEN COUNCIL**

  
.....  
Camden Council Authorised Person

Surveyors Ref:18191DP

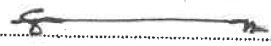
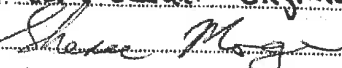
  
.....  
Signature of witness to final sheet  
Issue B

(Sheet 3 of 4 Sheets)

Plan:  
**DP1253260**

Plan of Subdivision of  
Lot 10 in DP801976  
covered by  
Subdivision Certificate No.14.2017.1218.1

Execution by Council:

Execution by Camden Council:	
Signature:	
Signed by:	Susana Mohamed
Authorised officer as a delegate of Camden Council pursuant to S.378 of the Local Government Act 1993 and I hereby certify that I have no notice of revocation of such delegation.	
Authority of Officer:	Team leader Engineering
Witness Signature:	
Name of Witness:	Sheree Morgan
Address of Witness:	70 Central Ave Oran Park

(Sheet 4 of 4 Sheets)

Plan:

**DP1253260**

Plan of Subdivision of  
Lot 10 in DP801976  
covered by  
Subdivision Certificate No.14.2017.1218.1

Execution by Registered Proprietor:

  
.....

Glen Liesert

Witness Signature:   
.....

Print Name: CHRISTOPHER CURRAN

Address of Witness: 626 Wills Rd  
Macquarie Fields NSW 2564

Witness Signature:   
.....

Print Name: CHRISTOPHER CURRAN

Address of Witness: 626 Wills Rd  
Macquarie Fields NSW 2564

  
.....

Amy Marce Liesert

Execution by Mortgagee:

I certify that I am an eligible witness and that the mortgagee signed this dealing in my presence.  
[See note\* below]

Certified correct for the purposes of the Real Property Act 1900 by the mortgagee.

SIGNED by Neil Kelly ( Tier 3  
as attorney for St. George – A division of Westpac Banking Corporation  
ABN 33 007 457 141 under power of attorney dated 17 January 2001  
registered Book 4299 No.332

Digitally signed  
by Talar Amsih  
E91221  
Date: 2021.09.21  
15:24:00 +10'00'

Signature of witness:

Name of witness: Talar Amsih

Address of witness: 1 KING STREET, CONCORD WEST NSW 2138

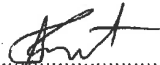
Digitally  
signed by Neil  
Kelly E70037  
Date:  
2021.09.21  
15:14:36  
+10'00'

Signature Tier Three Attorney  
By executing this instrument the attorney states that the attorney  
has received no notice of the revocation of the power of attorney.

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

  
.....  
**Authorised Person**

Surveyors Ref:18191DP

  
.....  
Signature of witness to final sheet  
Issue B

REGISTERED:  19/10/2021



PLAN FORM 2

SHOW LINES, SEALS AND ST. EVIDENTS of intention to dedicate public roads or to create reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

**SCHEDULE OF SHORT & CURVED BOUNDARIES**

NO	BEARING & DIST	ARC	QAD
1	271°29' 00" - 8.98		
2	148° 27' 40" - 35.01		
3	01° 25' 52" - 14.27	14.21	79.99
4	180° - 38' - 15.0		33.5
5	01° 02' 40" - 21.55	21.94	33.5
6	01° 48' 11" 00" - 13.55	13.48	27.5
7	119° 05' - 15.0		
8	119° 59' 40" - 58.72		

**Crown Lands Office Approval**

PLM APPROVED ..... Authorized Officer .....

Land District .....

Paper No. ....

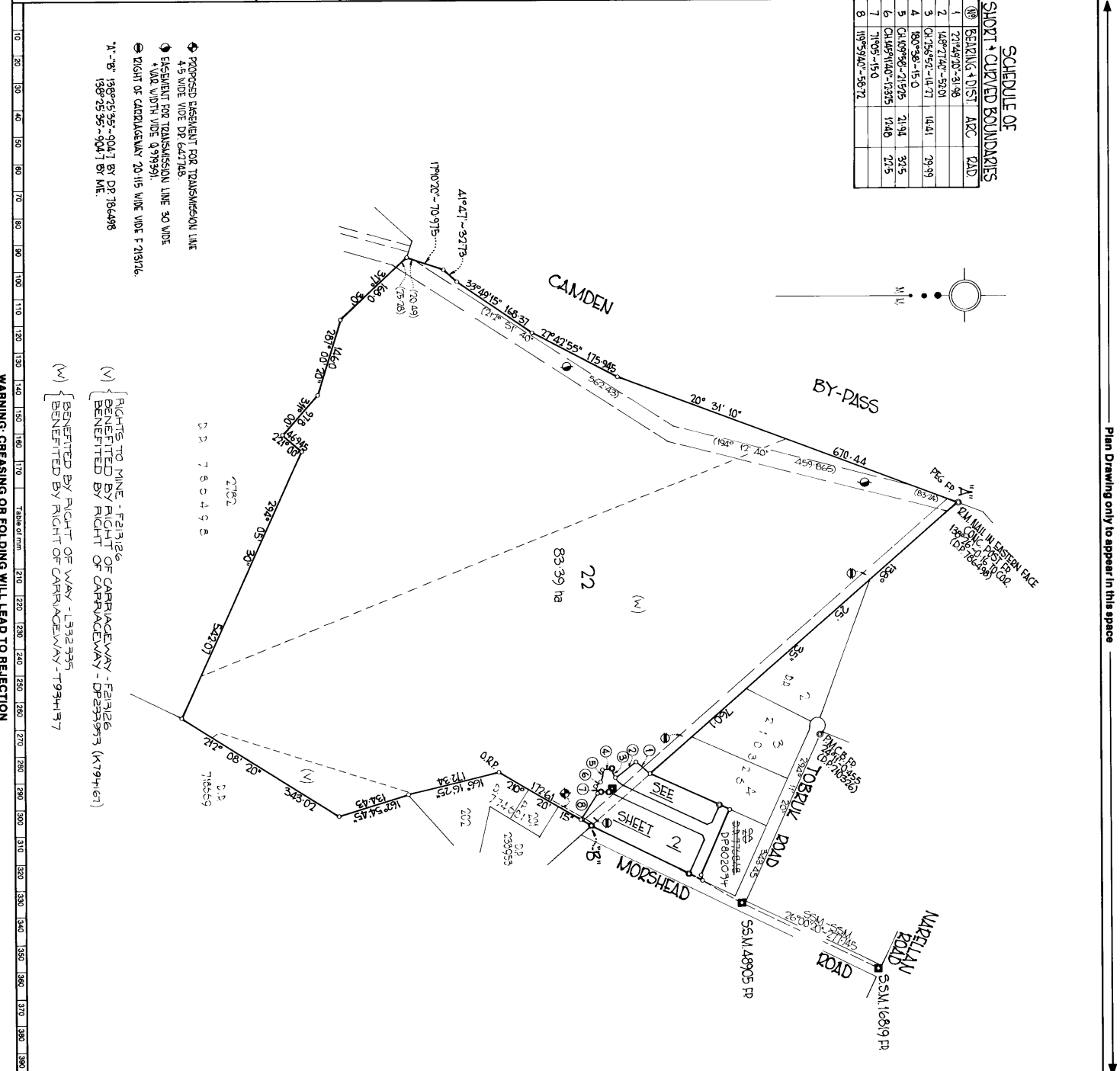
Field Book .....

Pages .....

Council Clerk's Certificate

I hereby certify that .....  
 the requirements of the Local Government Act, 1939 (other than  
 (10) the requirements of Part 3 Division 2 of the 1 Water Board  
 Act 1989 and 1 Water Supply Authorities Act 1989  
 have been complied with by the applicant in relation to the  
 proposed **SUBDIVISION**.  
 (Insert "new road" "subdivision" or "consolidated lot" set out herein  
 Subdivision No. **7/90**  
 Date **30.3.1990**  
 (Signature) *[Signature]*  
 Council Clerk **3453/05**  
 Council File No. ....

**PLANNING REFERENCE** 2161005A M P D



**OFFICE USE ONLY**

**DP 801976**

Registered 25.5.1990 DT

CA N° 7/90 OF 30.3.1990

Title Style TORRENS

Purpose SUBDIVISION

Reg. Map U7730-B #

Last Plan DP 77684-B  
DP 78644-B

PLAN OF SUBDIVISION OF LOT 21 DP 77684-B  
AND LOT 21B DP 78644-B

Lengths are in metres. Reduction Ratio 1:5000

**THE COUNCIL OF CAMDEN**

Locality: MARCELLAN

Parish: MARCELLAN

County: CUMBERLAND

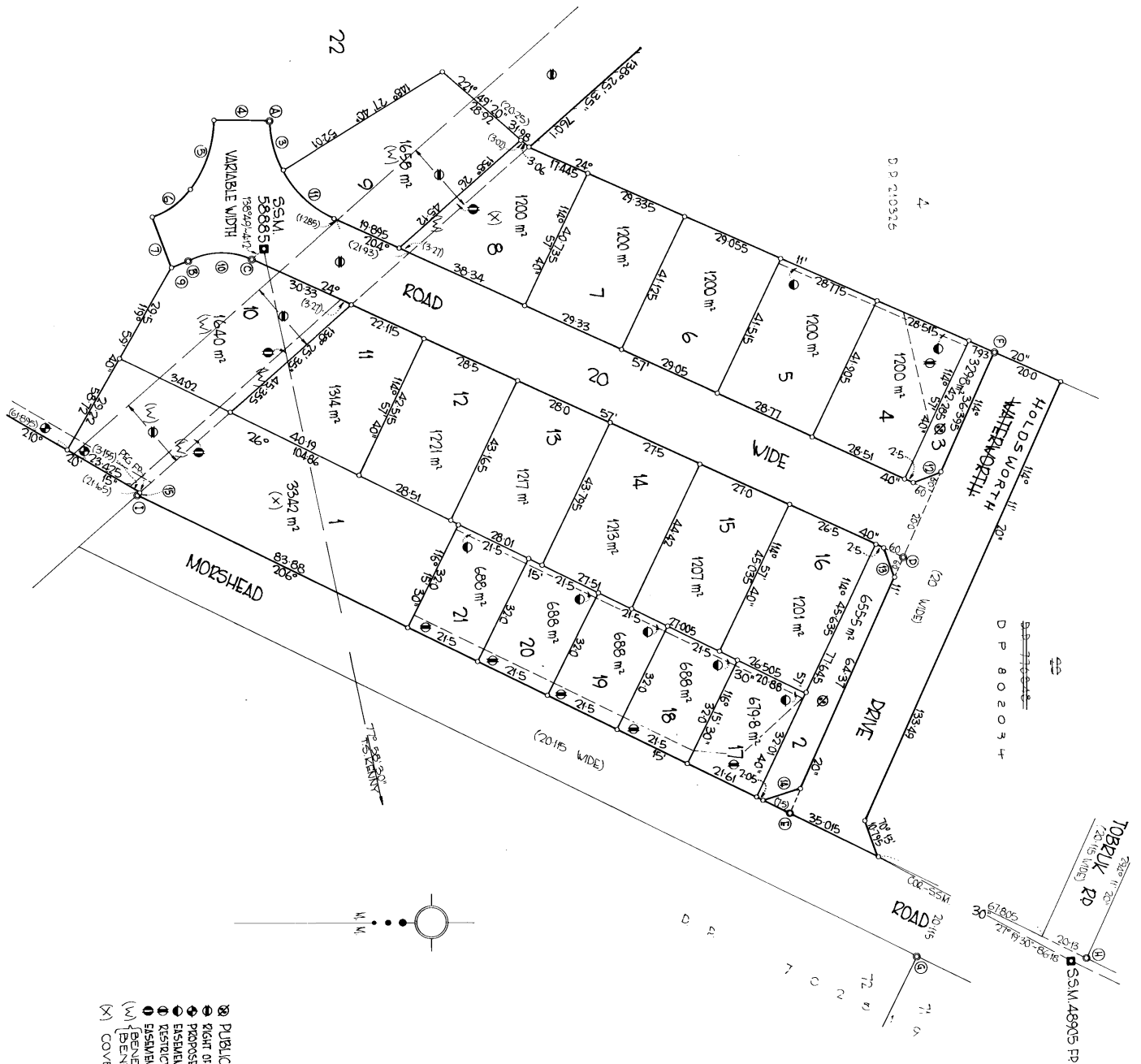
This is sheet 1 of my plan in 2 sheets (Delete if inapplicable)

I, **ROBERT WILLIAM PASCOE of CAMP SURVEYOR'S P.L.** of **36 REDBANK STREET, GUILDFORD**, a surveyor registered under the Surveyors Act, 1928 as amended, hereby certify that the survey represented in this plan, with respect to **LOTS 21A AND 21B**, was conducted in accordance with the Survey Practice Regulations, 1928 and my special requirements of the Department of Lands and was completed on **9th NOVEMBER 1989**.

Signature *[Signature]*  
 Surveyor registered under Surveyors Act, 1928 as amended  
 (Insert title of Survey)

Plans used in preparation of survey/ completion  
 DPs 77684-B, 78644-B, 10720-B, 21052-C

**PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or other rights of land.**  
 IT IS INTENDED TO DEDICATE WITHIN THIS PLAN AND ROAD 20 WIDE & ROAD SUBJECT TO RIGHT OF CARRIAGEWAY 20.15 WIDE AS PUBLIC ROAD. IT IS INTENDED TO DEDICATE LOTS 2 AND 5 AS PUBLIC RESERVE. PURSUANT TO SEC. 88(3) OF THE CONVEYANCING ACT, 1919 AS AMENDED IT IS INTENDED TO CREATE:  
 1. EASEMENT TO DRINK WATER 1.5 WIDE.  
 2. EASEMENT FOR UNDERGROUND GAS MAINS 3 WIDE  
 3. RESTRICTION AS TO USE.  
 4. RESTRICTION AS TO USE.  
 5. RESTRICTION AS TO USE.  
 6. RESTRICTION AS TO USE.  
 7. RESTRICTION AS TO USE.



**SCHEDULE OF SHORT & CURVED BOUNDARIES**

(P)	BEARING & DIST.	ARC	RADIUS
3	0°56'57"-14°17'	14.41	29.99
4	180°58'-15°0		
5	010°58'-21°55'	7.94	32.5
6	045°14'00"-12°32'	12.48	22.5
7	11°05'-15°0		
9	035°08'-5°18'	5.19	37.5
10	035°03'00"-11°12'	16.075	18.94
11	01°24'00"-19°6'	19.465	29.97
12	197°54'-8°54'		
13	67°24'-8°54'		
14	160°14'-10°45'		
15	90°24'55"-17°17'		

**SCHEDULE OF RMs & PMS**

(P)	NATURE	ORIGIN	BEARING & DIST.
A	P.M.D.H.W.	PLACED	347°48'-3°55'+ 35.8°13'-11.6
B	P.M.D.H.W.	"	72°01'-3°48'+ 7.2°11'-11.955
C	P.M.D.H.W.	"	114°58'-3°4'+ 20.55
D	P.M.D.H.W.	"	204°58'-1°5'+ 20.6°11'-1.4
E	P.M.D.H.W.	"	294°11'-2°3'+ 20.6°15'-1.5
F	P.M.D.H.W.	"	206°57'-3°5'+ 16.6
G	R.M.G.I.P.P.	DP 210285	116°15'-0°5'
H	R.M.G.B.F.P.	DP 210324	284°11'-0°45'
I	R.M.G.I.P.P.	DP 178568	144°14'-0°195'

- ⊗ PUBLIC RESERVE
- ➔ RIGHT OF CARRIAGEWAY 20.165 WIDE WIDE DRIVE F218206.
- ➔ PROPOSED EASEMENT FOR TRANSMISSION LINE 4.5 WIDE WIDE DRIVE 647748.
- ➔ EASEMENT TO DRINK WATER 15 WIDE.
- ➔ RESTRICTION 15 TO USED.
- ⊕ EASEMENT FOR UNDERGROUND GAS MAINS 3.0 WIDE.
- (W) BENEFITED BY RIGHT OF CARRIAGEWAY - T934137
- (X) COVENANT J18021

Plan Drawing only to appear in this space

Reduction Ratio 1: 500

Survivors Reference 211/2164105

DP 801976

Registered: DT 28/11/1990

This is sheet 2 of my plan in 2 sheets dated 30.3.1990

Surveyor registered under Surveyors Act 1928

Council Clerk

For use where space is insufficient in my plan on Plan Form 2

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
AS TO USER OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 1 of 6 Sheets

PART 1

Plan:

**DP801976**

Subdivison of Lot 21 DP 776848 and  
Lot 2781 DP 786498 covered by  
Council clerk's Certificate  
No. 7/90 dated 30-3-1990 .

Full name and address of  
Proprietor of the land

Brick Lane Estates Pty. Ltd.  
"Monarch Court", 22 Thomas Street,  
Chatswood

1. Identity of easement firstly  
referred to in abovementioned  
Plan:

Easement to drain water 1.5 wide

Schedule of lots affected

Lots burdened

21  
20  
19  
18  
17  
5  
4

Lots Benefited

1  
21, 1  
20, 21, 1  
19, 20, 21, 1  
18, 19, 20, 21, 1  
6  
5, 6

2. Identity of easement  
secondly referred to in  
abovementioned plan

Easement for underground gas mains  
3.0 wide

Schedule of lots affected

Lots burdened

1,8,10

Name of Authority Benefited

~~AGL Sydney Limited~~ LAND IN PLAN LODGED WITH  
PRIMARY APPLICATION N° 3686B  
COMPRISED IN CERTIFICATE OF  
TITLE VOL. 6524 N° 197

3. Identity a restriction  
thirdly referred to in  
abovementioned plan

Restriction as to user

Schedule of lots affected

Lots burdened

4-21 inclusive

Lots Benefited

Every other lot except lots 1, 2,  
3, 22

4. Identity of restriction  
fourthly referred to in  
abovementioned plan

Restriction as to user

Schedule of lots affected

Lots burdened

4-16 inclusive

Lots Benefited

Every other lot except lots 1, 2,  
3 and 17-22 inclusive.

REQUEST 058720

88B-6-1995

REGISTERED DT 25.5.1990  
88B AMENDED IN L.T.O. VIDE 427/5

DP 801976

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
AS TO USER OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 2 of 6 Sheets

PART 1 Cont'd

- |    |  |                        |
|----|--|------------------------|
| 5. | Identity of restriction<br>fifthly referred to in<br>abovementioned plan | Restriction as to user |
|----|--|------------------------|

Schedule of Lots Affected

Lots Burdened	Lots Benefited
17-21 inclusive	Every other lot except lots 1-16 inclusive and 22

- |    |  |                        |
|----|--|------------------------|
| 6. | Identity of restriction<br>sixthly referred to in<br>abovementioned plan | Restriction as to user |
|----|--|------------------------|

Schedule of lots affected

Lots burdened	Lots Benefited
4-21 inclusive	Every other lot except 1, 2, 3, 22

- |    |  |                        |
|----|--|------------------------|
| 7. | Identity of restriction<br>seventhly referred to in<br>abovementioned plan | Restriction as to user |
|----|--|------------------------|

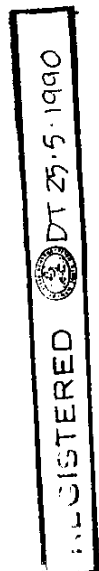
Schedule of lots affected

Lots burdened	Name of Authority Benefited
4, 17-21 inclusive	Camden Municipal Council

PART 2

1. TERMS OF EASEMENT FOR UNDERGROUND GAS MAINS 3 WIDE SECONDLY REFERRED TO  
IN ABOVEMENTIONED PLAN

An easement for the transmission of gas with full and free right leave liberty and licence for the company and its successors to erect construct place repair renew maintain use and remove underground gas transmission mains pipes and ancillary works for the transmission of gas and for purposes incidental thereto under and along the said easement AND to cause or permit gas to flow or be transmitted through and along the said transmission mains and pipes and for the purposes of the erection construction and placement of the gas transmission mains pipes and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors workmen vehicles materials machinery or implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary materials machinery implements and things AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other erection of any kind or description on over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface undersurface or subsoil thereof without the company's permission in writing being first had and obtained PROVIDED that anything permitted by the company under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of the company and to the reasonable satisfaction of the Engineer of the company for the time being.



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
AS TO USER OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B CONVEYANCING ACT, 1919

DP801976

Lengths are in metres

Sheet 3 of 6 Sheets

PART 2 Cont'd

2. TERMS OF RESTRICTION AS TO USER THIRDLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN

- (a) No building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls.

Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 25% of the total area of the external walls except in the case of a two storey building where the proportion shall not exceed 40% of the total area of the external walls.

- (b) No more than one main building shall be erected on each lot burdened and such building shall not be used or be permitted to be used other than as a private dwelling.
- (c) No building shall be erected on each lot burdened having a roof of fibre cement or asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of the Vendor and provided that such material or decking shall not have other than a non-reflective surface.
- (d) No main building shall be erected on the land having a flat roof unless the design thereof be firstly approved by the Vendor and as to what constitutes a flat roof shall be determined by the Vendor and its decision shall be final and binding
- (e) No fence or dividing wall with the exception of the wall of any courtyard situated forward of the main building alignment as fixed by Camden Municipal Council shall be erected or be permitted to remain along or adjacent to the street frontage of any lot nor along or adjacent to any side boundary extending from the front boundary to the front alignment of the main building or to the front alignment of any main building on the land immediately adjoining and having a common boundary with the said lot. Where the said lot is a corner lot this restriction shall apply to both street frontages.
- (f) No fence of a courtyard situated forward of the main building alignment shall be of any material other than brick, stone or brush wood or any combination thereof save that timber in-fill panels may also be used provided that they are used in conjunction with brick or stone.
- (g) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the Vendor without the consent of the Vendor but such consent shall not be withheld if such fence is erected without expense to the Vendor provided that this Restriction shall remain in force only during such time as the Vendor is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.



REGISTERED DT 25.5.1990

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
AS TO USER OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 4 of 6 Sheets

PART 2 Cont'd

2. TERMS OF RESTRICTION AS TO USER THIRDLY REFERRED TO IN THE  
ABOVMENTIONED PLAN

- (h) No fence shall be constructed with steel or aluminium sheeting or fibre cement or asbestos cement or fibre glass or any other material of a similar nature.
- (i) No building, fence or structure shall be erected or laid or permitted to remain on the land hereby burdened until the expiration of a period of five (5) years after the date of registration of this instrument, unless the use of materials, colours of materials and designs have first been approved in writing by the Vendor whose approval shall not be unreasonably withheld regard having been had to the nature and quality of development of the neighbourhood in which the land is situated and the other covenants burdening the land herein set forth. A letter executed by the Vendor certifying that all buildings fences or structures on the land at the date of such letter have been approved by the Vendor pursuant to this paragraph shall be conclusive evidence of such approval.
- (j) No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot.
- (k) No advertisement, hoarding, sign or any other similar structure will be erected or permitted to remain on any lot nor shall any lot or building erected thereon be used for the display of any advertisement sign or notice provided that this restriction shall not prevent the display of a "For Sale" or builder's sign no larger than 1.90 x 1.20. In the event of a Purchaser or any one acting on his behalf placing a sign on any lot in contravention of this restriction the Vendor shall be entitled to remove same and the Purchaser grants to the Vendor a licence to enter on to the lot for this purpose.
- (l) No garage or outbuilding shall be erected or permitted to remain on any lot except until after or concurrently with the erection of any such main building.
- (m) No main building shall be used or occupied for residential purposes on any lot greater than or equal to 1,200 sq metres in area and burdened, until the completion of the construction of garaging or other vehicle accommodation approved in writing by the Vendor pursuant to paragraph (i) for a minimum of two vehicles, or until the expiration of five (5) years from the date of registration of this instrument, whichever is the earlier. A letter executed by the Vendor certifying the completion of garaging or other vehicle accommodation pursuant to this paragraph shall be conclusive evidence of such completion.
- (n) No main building shall be used or occupied for residential purposes on any lot burdened beyond the date four (4) months after it was first occupied for residential purposes unless and until a driveway is completed and substantially the whole of the remainder of the front yard of the lot (being that portion between the front alignment of the main building and the street frontage) is landscaped with lawn, gardens and pathways or a combination of them. A letter executed by the Vendor certifying the completion of a driveway and landscaping of the front yard pursuant to this paragraph shall be conclusive evidence of such completion.



REGISTERED DT 25.5.1990

DP801976

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
AS TO USER OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 5 of 6 Sheets

PART 2 Cont'd

2. TERMS OF RESTRICTION AS TO USER THIRDLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN

- (o) No main building shall be erected or permitted to remain on each lot greater than or equal to 1200 square metres in area and burdened, where any part of such building is erected or to be erected within 10 metres of the street frontage (or where the lot is a corner lot, within 10 metres of the shorter of the street frontages) or within 1.5 metres of any other boundary of the lot.
- (p) No trees standing on each lot burdened shall be lopped, topped, ring barked or removed without the prior consent of Camden Municipal Council
- (q) 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.
- (r) In these restrictions as to user:

"The Vendor" shall mean Brick Lane Estates Pty. Ltd. its successors nominees or assigns other than purchasers on sale.

"the Plan" shall mean the Plan of Subdivision to which this instrument relates and upon the registration of which these restrictions are created.

- (s) The person having the right to release vary or modify these restrictions is the Vendor for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the plan whichever is the later. After this period the person having the right to release vary or modify these restrictions shall be Camden Municipal Council.

3. TERMS OF RESTRICTION AS TO USER FOURTHLY REFERRED TO IN  
ABOVEMENTIONED PLAN

- (a) No main building shall be erected or be permitted to remain erected having a total floor area of less than 186 square metres exclusive of car accommodation, external landings and patios
- (b) The person having the right to release vary or modify these restrictions is Brick Lane Estates Pty. Ltd.

4. TERMS OF RESTRICTION AS TO USER FIFTHLY REFERRED TO IN  
ABOVEMENTIONED PLAN

- (a) No main building shall be erected or be permitted to remain erected having a total floor area of less than 167 square metres exclusive of car accommodation, external landings and patios.
- (b) The person having the right to release vary or modify these restrictions is Brick Lane Estates Pty. Ltd.



REGISTERED DT 25.5.1990

DP 801976

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
AS TO USER OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 6 of 6 Sheets

PART 2 Cont'd

5. TERMS OF RESTRICTION AS TO USER SIXTHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN

- (a) No lot shall be subdivided.
- (b) No access/driveway or gutter crossing shall be constructed or permitted to remain on any lot unless it shall first have received the approval of Camden Municipal Council as to both the location of the driveway and gutter crossing and the materials used in construction.
- (c) The person having the right to release vary or modify these restrictions is Camden Municipal Council.

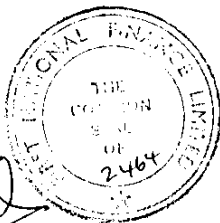
6. TERMS OF RESTRICTION AS TO USER SEVENTHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN

No building shall be erected on filled land unless the requirements of Camden Municipal Council have been complied with.

THE COMMON SEAL OF  
FIRST NATIONAL FINANCE LIMITED WAS  
HEREUNTO AFFIXED BY THE  
BOARD OF DIRECTORS OF THE  
SAYED COMPANY IN THE  
PRESENCE OF

.....  
Authorised Signatory

.....  
Authorised Signatory



*[Handwritten signature]*  
Director



*[Handwritten signature]*  
J. Sloane



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



*James P. Vite*  
 Director

FIRST NATIONAL FINANCE LIMITED  
 By its attorney **JAMES P. VITE**  
 who states that he has not received any notice or information whatsoever of the revocation of the power of Attorney registered in Book 1822 of the Register of Deeds and Mortgages in NSW under authority of which he executes this deed.

Signed in my presence by the Attorney for the purpose of the present deed.  
 WITNESS *[Signature]*

**Council Clerk's Certificate**  
 I hereby certify that:  
 (a) the requirements of the Local Government Act, 1919 (other than the requirements of Part 3 Division 2 of the Water Board Act 1989) and the Water Supply Authorities Act 1989 have been complied with by the applicant in relation to the proposed subdivision;  
 (b) the requirements of the Local Government Act, 1919 (other than the requirements of Part 3 Division 2 of the Water Board Act 1989) and the Water Supply Authorities Act 1989 have been complied with by the applicant in relation to the proposed subdivision;  
 (c) the requirements of the Local Government Act, 1919 (other than the requirements of Part 3 Division 2 of the Water Board Act 1989) and the Water Supply Authorities Act 1989 have been complied with by the applicant in relation to the proposed subdivision;  
 Date: **17 JUL 1993**  
 Council Clerk: *[Signature]*  
 Council No. **216105/509 A/A**

**PLANS APPROVED**  
 Land District: **AMERSON OFFICE**  
 Paper No.: **216105/509 A/A**  
 Field Book: **216105/509 A/A**

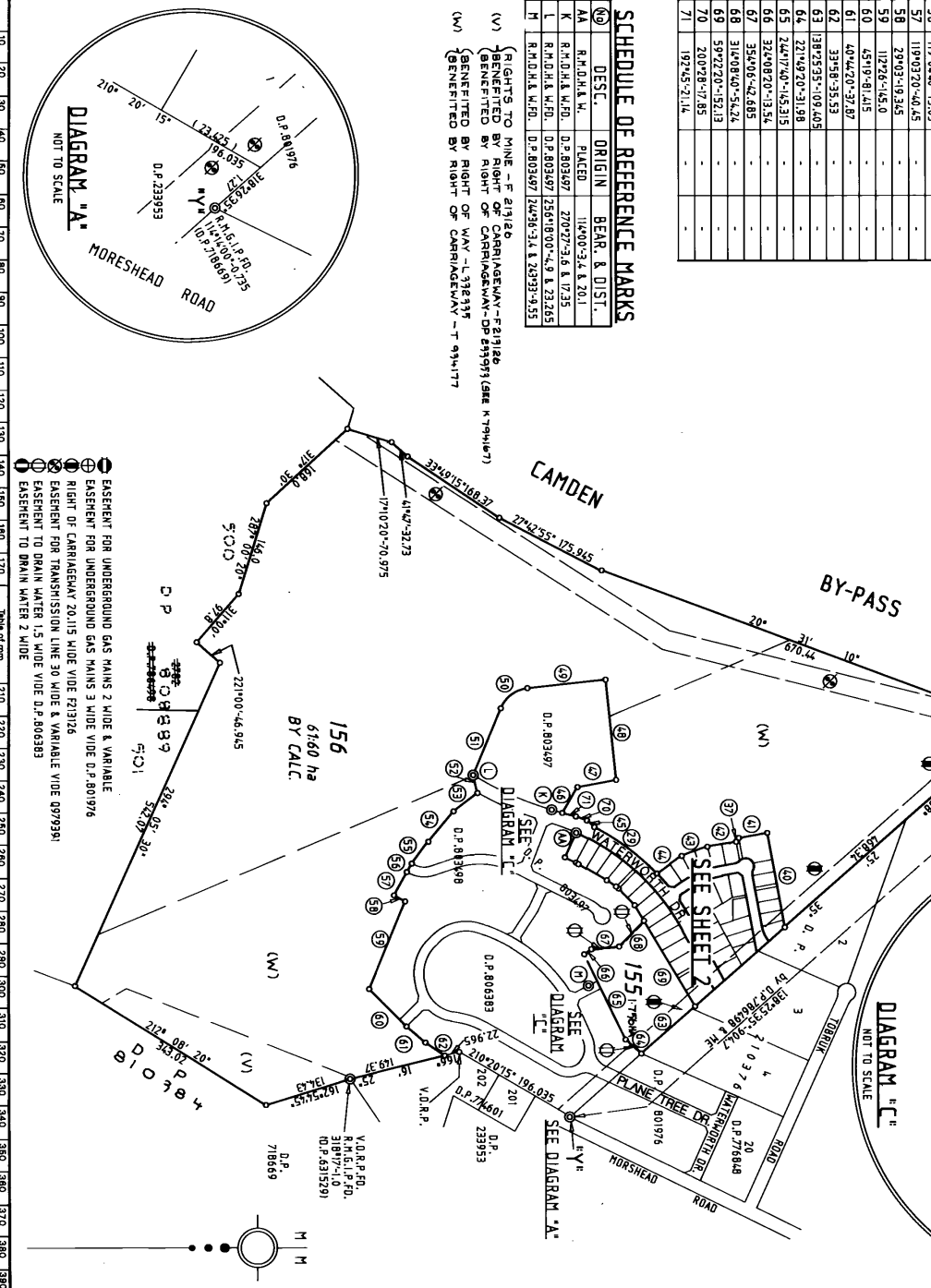
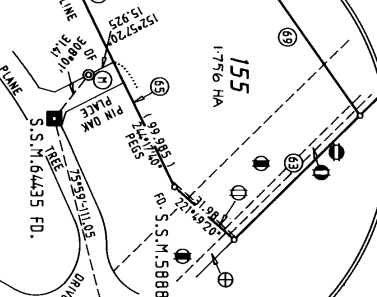
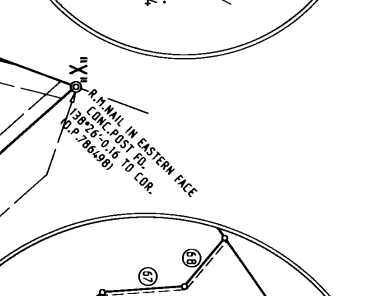
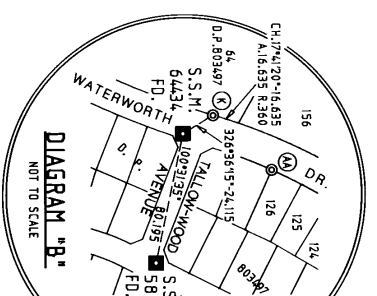
**SCHEDULE OF SHORT & CURVED BOUNDARIES**

NO	BEAR. & DIST.	ARC	RAD.
40	289°56'05"-162.01	-	-
41	18°59'36"05"-44.0	-	-
37	124°42'21.1	-	-
42	120°58'40"-44.105	-	-
43	163°22'45"-46.67	-	-
44	143°51'40"-46.5	-	-
29	34°58'35"-119.0	119.635	360
45	221°23'-51.55	-	-
46	289°56'05"-162.775	-	-
47	349°22'40"-59.87	-	-
48	284°05'00"-153.51	-	-
49	129°43'40"-119.27	-	-
50	143°24'20"-50.98	50.5	50
51	112°23'20"-110.4	-	-
52	176°18'20"-27.785	-	-
53	126°19'-46.18	-	-
54	130°00'-40.23	-	-
55	127°07'-42.31	-	-
56	119°04'40"-15.03	-	-
57	119°03'20"-40.45	-	-
58	29°03'-18.345	-	-
59	112°26'-44.50	-	-
60	45°19'-81.045	-	-
61	40°42'20"-37.87	-	-
62	33°58'-35.53	-	-
63	138°29'35"-109.405	-	-
64	221°42'20"-31.98	-	-
65	224°17'40"-145.315	-	-
66	324°08'20"-13.54	-	-
67	354°06'-42.685	-	-
68	314°08'40"-54.24	-	-
69	359°22'20"-152.13	-	-
70	200°28'-17.85	-	-
71	192°45'-21.14	-	-

**SCHEDULE OF REFERENCE MARKS**

NO	DESC.	ORIGIN	BEAR. & DIST.
AA	R.M.D.H.L. W.P.	D.P. 803497	114°00'-34.4 & 20.1
AB	R.M.D.H.L. W.P.	D.P. 803497	270°27'-3.6 & 17.35
L	R.M.D.H.L. W.P.	D.P. 803497	256°18'00"-4.8 & 23.285
M	R.M.D.H.L. W.P.	D.P. 803497	249°34'-3.4 & 23°39'-9.55

(N) RIGHTS TO MINE - F. 219182  
 (M) BENEFITED BY RIGHT OF CARRIAGEWAY - DP 819913 (SEE K794147)  
 (W) BENEFITED BY RIGHT OF CARRIAGEWAY - DP 819913 (SEE K794147)  
 (V) BENEFITED BY RIGHT OF CARRIAGEWAY - T 9341177



Plan Drawing only to appear in this case

OFFICE USE ONLY

**DP 810905**

Registered: **JK 22-7-1991**

C.A.: **N° 18191 OF 761991**

Title System: **TORRENS**

Purpose: **SUBDIVISION**

Ref. Map: **U7430-0\***

Last Plan: **DP 806199**

PLAN: **OF SUBDIVISION OF LOT 2055 D.P. 806198**

Lengths are in metres. Reduction Ratio 1:5000

**THE COUNCIL OF CAMDEN**

Local Body: **NARELLAN VALE**

Parish: **NARELLAN**

County: **CUMBERLAND**

This is sheet 1 of 1 of 2 sheets.

(Delete if inapplicable)

**L. A. MICHAEL FRANCIS, LANDLORD**  
 MICHAEL FRANCIS LANDLORD  
 38-38 WEST STREET, NARELLAN, NSW  
 a surveyor registered under the Surveyors Act 1932, as amended, and a member of the Institute of Surveyors, N.S.W.  
 I, the undersigned, being a duly qualified and registered surveyor, do hereby certify that the above is a true and correct copy of the plan as shown to me by the applicant, and that the same is in accordance with the requirements of the Surveyors Act 1932, as amended, and the regulations made thereunder.  
 L. A. MICHAEL FRANCIS, LANDLORD  
 Surveyor  
 Deponent's name of Attorney: **L. A. MICHAEL FRANCIS, LANDLORD**  
 Member of the Institute of Surveyors: **Yes**

Plans used in preparation of survey/compilation:  
 D.P. 801976 D.P. 233953  
 D.P. 803497 D.P. 718669  
 D.P. 803498 D.P. 786498  
 D.P. 710378 D.P. 806383  
 D.P. 712601

**PLAN FOR USE ONLY FOR STATEMENTS OF INTENTION TO DEDICATE PUBLIC ROADS, DRAINAGE RESERVES, EASEMENTS, RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS TO SECURE THE CONVEYANCING ACT 1919, AS AMENDED IT IS INTENDED TO CREATE:**

- EASEMENT TO DRAIN WATER 1.5 WIDE
- EASEMENT TO DRAIN WATER 2 WIDE
- RIGHT OF WAY VARIABLE WIDTH
- EASEMENT FOR UNDERGROUND GAS MAIN 2 WIDE & VARIABLE
- RESTRICTION ON USE
- RESTRICTION ON USE

IT IS INTENDED TO DEDICATE:  
 1. WATERWORTH DRIVE  
 2. EICH PLACE  
 3. PATHWAYS 5 WIDE  
 TO THE PUBLIC.

To be used in conjunction with Plan Form 2

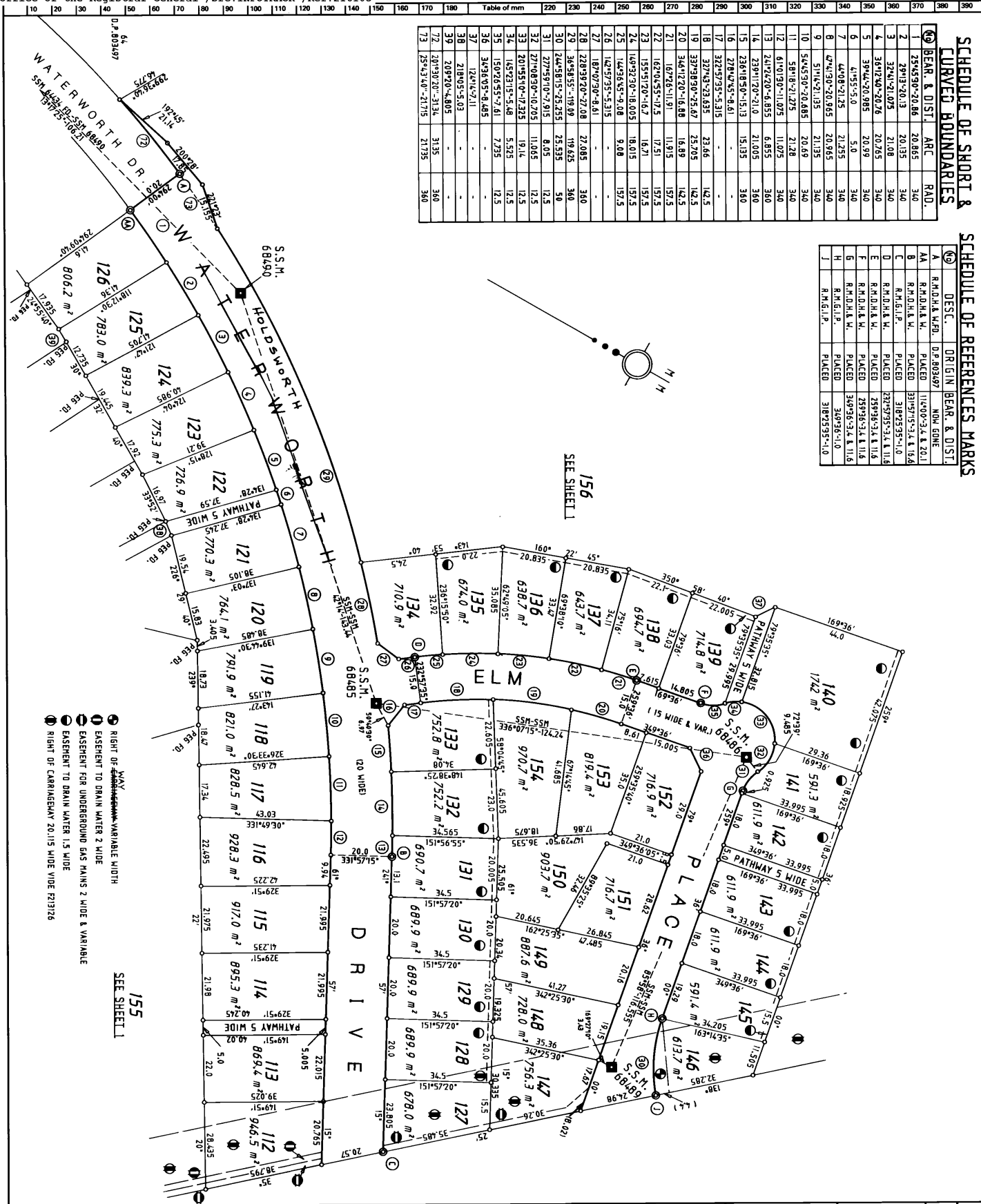
WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

**SCHEDULE OF SHORT & CURVED BOUNDARIES**

NO	BEAR. & DIST.	ARC	RAD.
1	254590°-20.86	20.865	340
2	20913°-20.13	20.135	340
3	32742°-20.075	20.075	340
4	342740°-28.276	28.276	340
5	37404°-20.995	20.999	340
6	4195°-51.0	51.0	340
7	44740°-21.295	21.295	340
8	474730°-20.985	20.985	340
9	51147°-11.95	11.95	340
10	544590°-20.685	20.69	340
11	581812°-12.275	12.275	340
12	610180°-11.075	11.075	340
13	2412420°-6.985	6.985	340
14	2391120°-21.0	21.005	340
15	2361850°-15.13	15.135	340
16	27874°-45.461	-	-
17	32247°-35.5315	-	-
18	327143°-23.635	23.66	142.5
19	327143°-23.635	23.705	142.5
20	3461120°-16.88	16.89	142.5
21	167264°-11.91	11.915	142.5
22	162904°-55.175	17.51	197.5
23	1553120°-16.7	16.71	197.5
24	1492920°-18.005	18.015	197.5
25	1463645°-9.0	9.0	197.5
26	14247°-35.5315	-	-
27	187407°-30.861	-	-
28	2281920°-27.08	27.085	340
29	3468455°-18.049	18.625	340
30	2445815°-25.255	25.535	50
31	2773120°-7.915	8.035	12.5
32	2717408°-10.705	11.065	12.5
33	2015510°-17.235	19.16	12.5
34	1452315°-5.468	5.525	12.5
35	1452655°-7.61	7.235	12.5
36	3498405°-8.485	-	-
37	12414°-2.1	-	-
38	21805°-5.03	-	-
39	20920°-4.805	-	-
72	201510°-20.314	31.35	340
73	2544340°-21.715	21.735	340

**SCHEDULE OF REFERENCES MARKS**

NO	DESC.	ORIGIN	BEAR. & DIST.
A	R.M.D.H. W.P.	D.P. 803497	NON CODE
AA	R.M.D.H. W.	PLACED	114200°-3.4 & 20.1
B	R.M.D.H. W.	PLACED	301975°-3.4 & 18.6
C	R.M.D.H. W.	PLACED	318335°-1.0
D	R.M.D.H. W.	PLACED	229793°-3.4 & 11.6
E	R.M.D.H. W.	PLACED	25928°-3.4 & 11.6
F	R.M.D.H. W.	PLACED	25928°-3.4 & 11.6
G	R.M.D.H. W.	PLACED	34928°-3.4 & 11.6
H	R.M.D.H. W.	PLACED	318335°-1.0
J	R.M.D.H. W.	PLACED	318335°-1.0



\* OFFICE USE ONLY

**DP810905**

Registered: J.A. 22-1-1991

This is sheet 2 of my Subdivision 2 as shown on the plan.

Surveyor registered under Surveyors Act 1939

This is sheet 2 of the plan of 2/18/1991 as shown on the plan.

7th June 1991

Council Clerk

For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio: 1: 800

SURVEYOR'S REFERENCE: 2/18/1991 DP E CBS 3

**STAGE 4**

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

Lengths are in metres

Sheet 1 of 6 Sheets

PART 1

Plan: **DP 810905**  
  
DP 810905

Subdivision of Lot 2055  
DP 806383 covered by  
Council Clerk's Certificate  
No 18 OF 1991.... dated

Full name and address of  
the Proprietor of the land

Brick Lane Estates Pty Ltd  
"Monarch Court",  
22 Thomas Street  
CHATSWOOD NSW 2067

1. Identity of the easement firstly  
referred to in the abovementioned  
Plan:

Easement to drain water  
1.5 wide

Schedule of Lots affected

Lots Burdened

128  
129  
130  
131  
132  
133  
135  
136  
137  
138  
139  
145  
144  
143  
142  
141  
140

Lots Benefited

127  
127, 128  
127, 128, 129  
127, 128, 129, 130  
127, 128, 129, 130, 131  
127, 128, 129, 130, 131, 132  
134  
134, 135  
134, 135, 136  
134, 135, 136, 137  
134, 135, 136, 137, 138  
146  
146, 145  
146, 145, 144  
146, 145, 144, 143  
146, 145, 144, 143, 142  
146, 145, 144, 143, 142, 141

2. Identity of easement secondly  
referred to in the abovementioned  
Plan:

Easement to drain water 2 wide

Schedule of Lots affected

Lots Burdened

155  
112

Lots Benefited

2036, 2035 DP 806383 and  
Lot 9 DP 801976  
155 and Lots 2035 and 2036  
DP 806383, Lot 9 DP 801976



*Handwritten signature or initials*

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

Lengths are in metres

Sheet 2 of 6 Sheets

PART 1 (Cont'd)

Plan: DP 810905

Subdivision of Lot 2055  
DP 806383 covered by  
Council Clerk's Certificate  
No 18.9F.1991.... dated

3. Identity of easement thirdly  
referred to in the abovementioned  
Plan:

Right of way variable width

Schedule of Lots etc, affected

Lots Burdened

Name of Authority Benefited

146

Camden Municipal Council

4. Identity of easement fourthly  
referred to in the abovementioned  
Plan:

Easement for underground gas  
main 2 wide and variable

Schedule of Lots etc, affected

Lots Burdened

Name of Authority Benefited

112, 127, 147, 155

*each and every other lot, Lots 2001 - 2054 incl. DP 806383,  
Lots 24-106 incl. DP 803498, ACL Sydney Limited Lots 1-27 incl. DP 801976,  
Lots 36-39 incl. & Lots 41-64 incl. DP 803497*

5. Identity of restriction fifthly  
referred to in the abovementioned  
Plan:

Restriction on use

Schedule of Lots affected

Lots Burdened

Lots Benefited

Lots 112 to 154 inclusive except 140

Every other lot

6. Identity of restriction sixthly  
referred to in the abovementioned  
Plan:

Restriction on use

Schedule of Lots affected

Lots Burdened

Lots Benefited

112 to 154 inclusive except 140

Every other lot

REGISTERED JM 22-7-1991

DP810905

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

PART 1 (contd.)

Lengths are in metres

Sheet 3 of 6 Sheets

PART 2

Plan:

Subdivision of Lot 2055  
DP 806383 covered by  
Council Clerk's Certificate  
No ~~13 of 1991~~..... dated

1. Terms of Right-of-Way variable width thirdly referred to in the  
abovementioned plan

Right of carriageway to remain in existence over the burdened lot until such time as Camden Municipal Council approved to the easterly extension and construction of Elm Place, after such time the easement will be null and void.

2. Terms of Easement for Underground Gas Mains 2 wide fourthly referred to in  
abovementioned plan

An easement for the transmission of gas with full and free right leave liberty and licence for the company and its successors to erect construct place repair renew maintain use and remove underground gas transmission mains pipes and ancillary works for the transmission of gas and for purposes incidental thereto under and along the said easement AND to cause or permit gas to flow or be transmitted through and along the said transmission mains and pipes and for the purposes of the erection construction and placement of the gas transmission mains pipes and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors workmen vehicles materials machinery or implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary materials machinery implements and things AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other erection of any kind or description on over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface undersurface or subsoil thereof without the company's permission in writing being first had and obtained PROVIDED that anything permitted by the company under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of the company and to the reasonable satisfaction of the Engineer of the Company for the time being.

3. Terms of Restriction on use fifthly referred to in the abovementioned plan

- (a) No building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls.

Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 25% of the total area of the external walls except in the case of a two storey building where the proportion shall not exceed 40% of the total area of the external walls.

- (b) No main building shall be erected or be permitted to remain erected on the affected lot having a total floor area less than 186 square metres exclusive of any car accommodation, external landings and patios PROVIDED THAT where the area of the affected lot is less than 1200 square metres and greater than or equal to 900 square metres the minimum permissible total floor area of the main building will be 139 square metres exclusive of any car accommodation, external landings and patios AND PROVIDED FURTHER THAT where the area of the affected lot is less than 900 square metres the minimum permissible total floor area of the main building will be 116 square metres exclusive of any car accommodation, external landings and patios.

REGISTERED  24 22-7-1991



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

Lengths are in metres

Sheet 4 of 6 Sheets

PART 2 (Cont'd)

Plan: DP 810905

Subdivision of Lot 2055  
DP 806383 covered by  
Council Clerk's Certificate  
No ~~18.0.F.1991~~.... dated

- (c) No main building shall be erected on each lot burdened unless it has an attached garage or carport and such garage or carport shall have a minimum floor area of 15 square metres. For the purpose of this clause the floor area of an attached carport shall be the area of the roof of the carport.
- (d) No building shall be erected on each lot burdened having a roof of fibre cement or asbestos cement or fibro cement or fibre glass or any other material of a similar nature with a pitch greater than three degrees to the horizontal without the written approval of the Vendor and provided that such material or decking shall not have other than a non-reflective surface.
- (e) No main building shall be erected on the land having a flat roof unless the design thereof be firstly approved by the Vendor and as to what constitutes a flat roof shall be determined by the Vendor and its decision shall be final and binding.
- (f) No fence or dividing wall with the exception of the wall of any courtyard situated forward of the main building alignment as fixed by Camden Municipal Council shall be erected or be permitted to remain along or adjacent to the street frontage of any lot nor along or adjacent to any side boundary extending from the front boundary to the front alignment of the main building or to the front alignment of any main building on the land immediately adjoining and having a common boundary with the said lot. Where the said lot is a corner lot this restriction shall apply to both street frontages.
- (g) No fence of a courtyard situated forward of the main building alignment shall be of any material other than brick, stone or brush wood or any combination thereof save that timber in-fill panels may also be used provided that they are used in conjunction with brick or stone.
- (h) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the Vendor without the consent of the Vendor but such consent shall not be withheld if such fence is erected without expense to the Vendor provided that this Restriction shall remain in force only during such time as the Vendor is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.
- (i) No fence shall be constructed with steel or aluminium sheeting or fibre cement or asbestos cement or fibre glass or any other material of a similar nature.
- (j) No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot.
- (k) No advertisement hoarding sign or sign offering land only for sale or any other similar structure will be erected or permitted to remain on any lot nor shall any lot or building erected thereon be used for the display of any advertisement sign or notice provided that this restriction shall not prevent the display of a builder's sign no larger than 1.90 x 1.20. In the event of a Purchaser or any one acting on his behalf placing a sign on any lot in contravention of this restriction the Vendor shall be entitled to remove same and the Purchaser grants to the Vendor a licence to enter on to the lot for this purpose.

REGISTERED  74 22-7-1991



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

Lengths are in metres

Sheet 5 of 6 Sheets

PART 2 (Cont'd)

Plan:

Subdivision of Lot 2055  
DP 806383 covered by  
Council Clerk's Certificate  
No 18 OF 1991..... dated

- (l) No garage or outbuilding shall be erected or permitted to remain on any lot except until after or concurrently with the erection of any such main building.
- (m) No main building shall be used or occupied for residential purposes on any lot greater than or equal to 1,200 sq metres in area and burdened, until the completion of the construction of garaging or other vehicle accommodation approved in writing by the Vendor for a minimum of two vehicles, or until the expiration of five (5) years from the date of registration of this instrument, whichever is the earlier. A letter executed by the Vendor certifying the completion of garaging or other vehicle accommodation pursuant to this paragraph shall be conclusive evidence of such completion.
- (n) No main building shall be erected or permitted to remain on each lot greater than or equal to 1200 square metres in area and burdened, where any part of such building is erected or to be erected within 10 metres of the street frontage (or where the lot is a corner lot, within 10 metres of the shorter of the street frontages) or within 1.5 metres of any other boundary of the lot.
- (o) No trees standing on each lot burdened shall be lopped, topped, ring barked or removed without the prior consent of Camden Municipal Council.
- (p) 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.
- (q) (i) Not more than one dwelling shall be constructed on any lot burdened;
- (ii) no building of the nature known as semi-detached, or duplex shall be constructed on any lot burdened, and
- (iii) no building on any lot burdened shall be altered in such a way as to create a further dwelling on the lot,
- in any of the above cases, without the consent in writing of Brick Lane Estates Pty Limited. For the purposes of this paragraph "dwelling" includes any building or part of a building designed for or suitable for separate self contained occupancy.
- (r) In these restrictions as to user:
- "The Vendor" shall mean Brick Lane Estates Pty Ltd its successors nominees or assigns other than purchasers on sale.
- "The Plan" shall mean the Plan of Subdivision to which this instrument relates and upon the registration of which these restrictions are created.
- (s) The person having the right to release vary or modify these restrictions is the Vendor for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the plan whichever is the later. After this period the person having the right to release vary or modify these restrictions shall be Camden Municipal Council.

REGISTERED



JM 22-7-1991

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

Lengths are in metres

Sheet 6 of 6 Sheets

**PART 2 (Cont'd)**

Plan: DP 810905

Subdivision of Lot 2055  
DP 806383 covered by  
Council Clerk's Certificate  
No 18.0F.1991..... dated

**4. Terms of Restriction on use sixthly referred to in abovementioned plan**

- (a) No lot shall be subdivided.
- (b) No access/driveway or gutter crossing shall be constructed or permitted to remain on any lot unless it shall first have received the approval of Camden Municipal Council as to both the location of the driveway and gutter crossing and materials used in construction.
- (c) The person having the right to release vary or modify these restrictions is Camden Municipal Council.

Approved by the Camden Municipal Council

*[Signature]*  
.....  
Council Clerk

THE COMMON SEAL OF BRICK LANE ESTATES PTY LTD  
was hereunto affixed by resolution  
of the Directors in the presence of: |



*[Signature]*  
.....  
Director

*[Signature]*  
.....  
Secretary

**FIRST NATIONAL FINANCE LIMITED**  
by its Attorney **JAMES PANTEL**

who states that he has not received any notice or information whatsoever of the revocation of the Power of Attorney registered in the Office of the Registrar General Book 3822 No. 825 under authority of which he executes this dealing.

*[Signature]*

Signed in my presence by the Attorney for the mortgagee who is personally known to me.

WITNESS: *[Signature]*

**REGISTERED**  JM 22-7-1991





## PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

**APPLICANT:** Walkden Law and Mediation  
6 Broughton St  
CAMDEN NSW 2570

Certificate number: 20215350  
Reference number: 532740  
Certificate issue date: 08/11/2021  
Certificate fee: \$133.00  
Applicant's reference: 216105 Liesert  
Property number: 1187688  
Applicant's email: susan@walkdenlaw.com.au

### DESCRIPTION OF PROPERTY

Land Description: LOT: 101 DP: 1253260  
Address: **84 Plane Tree Drive NARELLAN VALE NSW 2567**

### BACKGROUND INFORMATION

This certificate provides information on how a property (such as land, a house, commercial building, etc.,) may be used and the limits on its development. The certificate contains information Council is aware of through records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment Act. 1979

## **1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPS**

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.
- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).
- (3) The name of each development control plan that applies to the carrying out of development on the land.
- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

### **LOCAL ENVIRONMENTAL PLANS (LEP'S)**

Camden Local Environmental Plan 2010.

### **STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)**

SEPP No 19 - Bushland in Urban Areas

SEPP No 21 - Caravan Parks

SEPP No 33 - Hazardous and Offensive Development

SEPP No 50 - Canal Estates

SEPP No 55 - Remediation of Land

SEPP No 64 - Advertising and Signage

SEPP No 65 - Design Quality of Residential Apartment Development

SEPP No 70 - Affordable Housing (Revised Schemes)

SEPP (Housing for Seniors or People with a Disability) 2004

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (State Significant Precincts) 2005

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011

SEPP (Educational Establishments and Child Care Facilities) 2017

SEPP (Vegetation in Non-Rural Areas) 2017

SEPP (Concurrences and Consents) 2018

SEPP (Primary Production and Rural Development) 2019

SEPP (Western Sydney Aerotropolis) 2020

**Note:** The above SEPP's may apply subject to the relevant criteria and requirements as listed in each of the SEPP's.

### **DEEMED STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)**

Sydney Regional Environmental Plan No 9 - Extractive Industry (No 2 - 1995)

Sydney Regional Environmental Plan No 20 - Hawkesbury - Nepean River (No 2 - 1997)

### **DRAFT LOCAL ENVIRONMENTAL PLAN (LEP'S)**

No.

### **DRAFT STATE ENVIRONMENTAL PLANNING POLICY (SEPP'S)**

SEPP (Environment) 2017

SEPP (Remediation of Land) 2018

SEPP (Housing) 2021

SEPP (Educational Establishments and Child Care Facilities) Amendment 2020

SEPP (Design and Place) 2021

SEPP No 65 (Design Quality of Residential Apartment Development) 2005 Amendment (Design and Place) 2021

SEPP (Building Sustainability Index: BASIX) Amendment (Design and Place) 2021

**Note:** The above draft LEP's or draft SEPP's may apply subject to the relevant criteria and requirements as listed in each of these draft instruments.

### **DEVELOPMENT CONTROL PLANS**

Camden Development Control Plan 2019, as amended

## **2/2A. ZONING AND LAND USE UNDER RELEVANT LEPS AND/OR UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006**

This section contains information required under clauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000, relating to zoning and land use under relevant Environmental Planning Instruments.

Clause 2 of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas zoned under a Local Environmental Plan, or zoning and land use under a proposed instrument referred to in clause 1(2).

Clause 2A of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned, or proposed to be zoned, under the State Environmental Planning Policy (Sydney Region Growth Centres) 2006. This includes a Precinct Plan or a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act.

## A. ZONE R2 LOW DENSITY RESIDENTIAL - CAMDEN LOCAL ENVIRONMENTAL PLAN 2010

### 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 allow for educational, recreational, community and religious activities that support the wellbeing of the community.
- \* To minimise conflict between land uses within the zone and land uses within adjoining zones.

### B. Permitted without consent

Home occupations.

### C. Permitted with consent

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Dual occupancies; Dwelling houses; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Oyster aquaculture; Medical centres; Places of public worship; Pond-based aquaculture; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Tank-based aquaculture; Any other development not specified in item B or D

### D. Prohibited

Advertising structures; Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Extractive industries; Forestry; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Mortuaries; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Wharf or boating facilities; Wholesale supplies

E. Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed

No.

F. Whether the land includes or comprises critical habitat

No.

G. Whether the land is in a conservation area (however described)

No.

H. Whether an item of environmental heritage (however described) is situated on the land.

No.

### 3. COMPLYING DEVELOPMENT

(1) The extent to which 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.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### HOUSING CODE

Complying development MAY be carried out on the land

#### LOW RISE HOUSING DIVERSITY CODE

Complying development MAY be carried out on the land.

#### RURAL HOUSING CODE

Complying development MAY be carried out on the land.

#### GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land.

**Note:** The Greenfield Housing Code only applies to certain land within the Camden Local Government Area. Under Clause 3C.1 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the code applies to land identified within the Greenfield Housing Code Area, as shown on the Greenfield Housing Code Area Maps.

#### INLAND CODE

The Inland Code does not apply to the Camden Local Government Area.

#### HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.

## **GENERAL DEVELOPMENT CODE**

Complying development MAY be carried out on the land.

## **COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE**

Complying development MAY be carried out on the land.

## **COMMERCIAL AND INDUSTRIAL NEW BUILDINGS AND ADDITIONS CODE**

Complying development MAY be carried out on the land.

## **CONTAINER RECYCLING FACILITIES CODE**

Complying development MAY be carried out on the land.

## **SUBDIVISION CODE**

Complying development MAY be carried out on the land.

## **DEMOLITION CODE**

Complying development MAY be carried out on the land.

## **FIRE SAFETY CODE**

Complying development MAY be carried out on the land.

Where complying development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

## **4B. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS**

Not Applicable.

## **5. MINE SUBSIDENCE**

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

No.

## 6. ROAD WIDENING AND ROAD REALIGNMENT

Whether or not the land is affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) any environmental planning instrument, or
- (c) any resolution of the council.

No.

## 7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Whether or not the land is affected by a policy:

- (a) Adopted by the council, or
- (b) Adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

### LAND SLIP

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of landslip.

### BUSHFIRE

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of bushfire.

### TIDAL INUNDATION

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of tidal inundation.

### SUBSIDENCE

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of subsidence.

### ACID SULPHATE SOILS

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of acid sulphate soils.

### OTHER RISK

Contamination:

Council's policy 'Management of Contaminated Lands' applies to the whole of the council area and may restrict, development of land. The policy is implemented when zoning or land use changes are proposed, or when further development is proposed, where land has been used for contaminating or potentially contaminating activities, including those activities listed in schedule 1 of the policy. A copy of the policy is available on Council's website.

Salinity:

There are requirements for salinity and salinity assessment for specific types of development within the Camden local government area. This includes mandatory building requirements, unless other requirements are identified in any site specific salinity risk assessment or salinity management plan applying to the land. Please refer to Council's policy 'Building in a Salinity Prone Environment' and to requirements in the relevant Development Control Plan that applies to the land.

## 7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

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

No.

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

No.

(3) In this clause –

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

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

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

## 8. LAND RESERVED FOR ACQUISITION

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No.

## 9. CONTRIBUTION PLANS

The name of each contributions plan applying to the land

Contributions Plan No 3 - Upper Narellan Creek Catchment (Trunk Drainage & Water Quality Facilities).

Camden Contributions Plan 2011

## 9A. BIO-DIVERSITY CERTIFIED LAND

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



**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.

No.

## 10. BIODIVERSITY STEWARDSHIP SITES

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

**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.

No.

## 10A. NATIVE VEGETATION CLEARING SET ASIDES

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No.

## 11. BUSH FIRE PRONE LAND

Is the land or some of the land bush fire prone land (as defined in the Environmental Planning and Assessment Act, 1979)?

No.

## 12. PROPERTY VEGETATION PLANS

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

No.

## 13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

No.

## 14. DIRECTIONS UNDER PART 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

No.

## **15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING**

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies.

(a) Is there a current site compatibility certificate (seniors housing) of which the council is aware, in respect of proposed development on the land?

No.

(b) Are there any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition to a development application granted after 11 October 2007 in respect of the land?

No.

## **16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS**

A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments) of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is valid, and
- (b) that a copy may be obtained from the head office of the Department.

No.

## **17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

(1) Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?

No.

(2) Are there any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land?

No.

## **18. PAPER SUBDIVISION INFORMATION**

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) The date of any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

Not Applicable.

## 19. SITE VERIFICATION CERTIFICATES

Is there a current site verification certificate, of which the council is aware, in respect of the land?

**Note:** A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land - see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

No.

## 20. LOOSE-FILL ASBESTOS INSULATION

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

No.

## 21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

A statement of:

whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this clause:

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

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

No.

## 22. STATE ENVIRONMENTAL PLANNING POLICY (WESTERN SYDNEY AEROTROPOLIS) 2020

For land to which State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applies, whether the land is –

(a) in an ANEF or ANEC contour of 20 or greater as referred to in clause 19 of that Policy, or

No.

(b) shown on the Lighting Intensity and Wind Shear Map under that Policy, or

No.

(c) shown on the Obstacle Limitation Surface Map under that Policy, or

No.

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

No.

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

No.

## **MATTERS PRESCRIBED BY SECTION 59 (2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997**

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

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No.

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

No.

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No.

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No.

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

No.

## **INFORMATION PROVIDED UNDER SECTION 10.7(5) OF THE ACT:**

### **OTHER INFORMATION**

#### **1. Western Sydney Airport and Western Sydney Aerotropolis**

On 15 April 2014 the Federal Government confirmed that the site of Western Sydney's new airport will be Badgerys Creek. A draft Environmental Impact Statement (EIS) and draft Airport Plan were on public exhibition from 19 October to 18 December 2015.

On 15 September 2016 the final EIS was presented to the Commonwealth Minister for the Environment and Energy. On 11 November the Minister provided a notice of environmental conditions to be placed on the airport development.

On 12 December 2016 the Minister for Urban Infrastructure determined the Western Sydney Airport Plan. This determination provides the authorisation to allow the construction and operation of stage 1 of the proposed airport (a single runway facility expected to be operational in the mid-2020s).

The Stage 1 Land Use and Infrastructure Implementation Plan (LUIIP) was exhibited between 21 August 2018 and 2 November 2018 by the Department of Planning, Industry and Environment. This plan provided an overview of future land uses and the proposed sequence of development to ensure new jobs and homes are delivered in time with infrastructure.

Between 6 December 2019 and 13 March 2020, the Western Sydney Aerotropolis Plan (WSAP) was exhibited by the Department of Planning, Industry and Environment. The WSAP sets the planning framework for the Western Sydney Aerotropolis and builds upon the exhibited LUIIP for the Aerotropolis.

Further information on Western Sydney Aerotropolis is available at <https://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/Western-Sydney-Aerotropolis>, or from the Commonwealth Department of Infrastructure, transport, Regional Development and Communications at [www.infrastructure.gov.au](http://www.infrastructure.gov.au).

#### **2. Outer Sydney Orbital Corridor Identification, North South Rail Line and South West Rail Link Extension Corridor Identification**

On 26 March 2018, the NSW Government released for comment a recommended corridor of land for the Outer Sydney Orbital, North South Rail Line and South West Rail Link Extension which may affect land in the Camden Local Government Area (LGA).

On 22 June 2018, the NSW Government announced a revised corridor of land for the Outer Sydney Orbital in response to community feedback.

On 30 June 2020, the NSW Government confirmed the final corridors to support the delivery of the proposed Sydney Metro – Western Sydney Airport project, South West Rail Link Extension and Western Sydney Freight Line. The North South Rail Line Corridor is proposed to run from the Western Sydney Airport to Macarthur, with a tunnel from Oran Park. The South West Rail Link Extension will extend the existing passenger rail line from Leppington Station to the Aerotropolis. A new State Environmental Planning Policy identifies the land that is intended to be used in the future as an infrastructure corridor.

The State Environmental Planning Policy (Major Infrastructure Corridors) 2020 identifies the location, and relevant planning controls applying to land identified within the North South Rail Line and South West Rail Link Extension corridors, including land within the Camden LGA. The identification of the Outer Sydney Orbital Corridor was not included in this State Environmental Planning Policy.

Further information is available at [www.transport.nsw.gov.au/corridors](http://www.transport.nsw.gov.au/corridors)

### 3. Miscellaneous Information

\* Coal Seam Gas Extraction:

Coal Seam Gas Extraction takes place within the Camden Local Government Area. Enquiries may be made to AGL Gas Production (Camden) Pty Limited, or the relevant the licence holder, as to the location of gas wells. In February 2016 AGL announced that it will cease production at the Camden Gas Project in 2023, and that the wells will be progressively decommissioned and the sites rehabilitated.

### DISCLAIMER AND CAUTION

The information on zones, controls etc., given below relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc., apply or are proposed on nearby land then they should make enquiries in person at Council's offices.

The information contained in this certificate is accurate as at the date of this certificate.

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions persons against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.

**Ron Moore**  
General Manager

5 November 2021

**Infotrack Pty Limited**

**Reference number: 8001209776**

**Property address: 15A Plane Tree Dr Narellan Vale NSW 2567**

## **Sewer service diagram is not available**

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

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

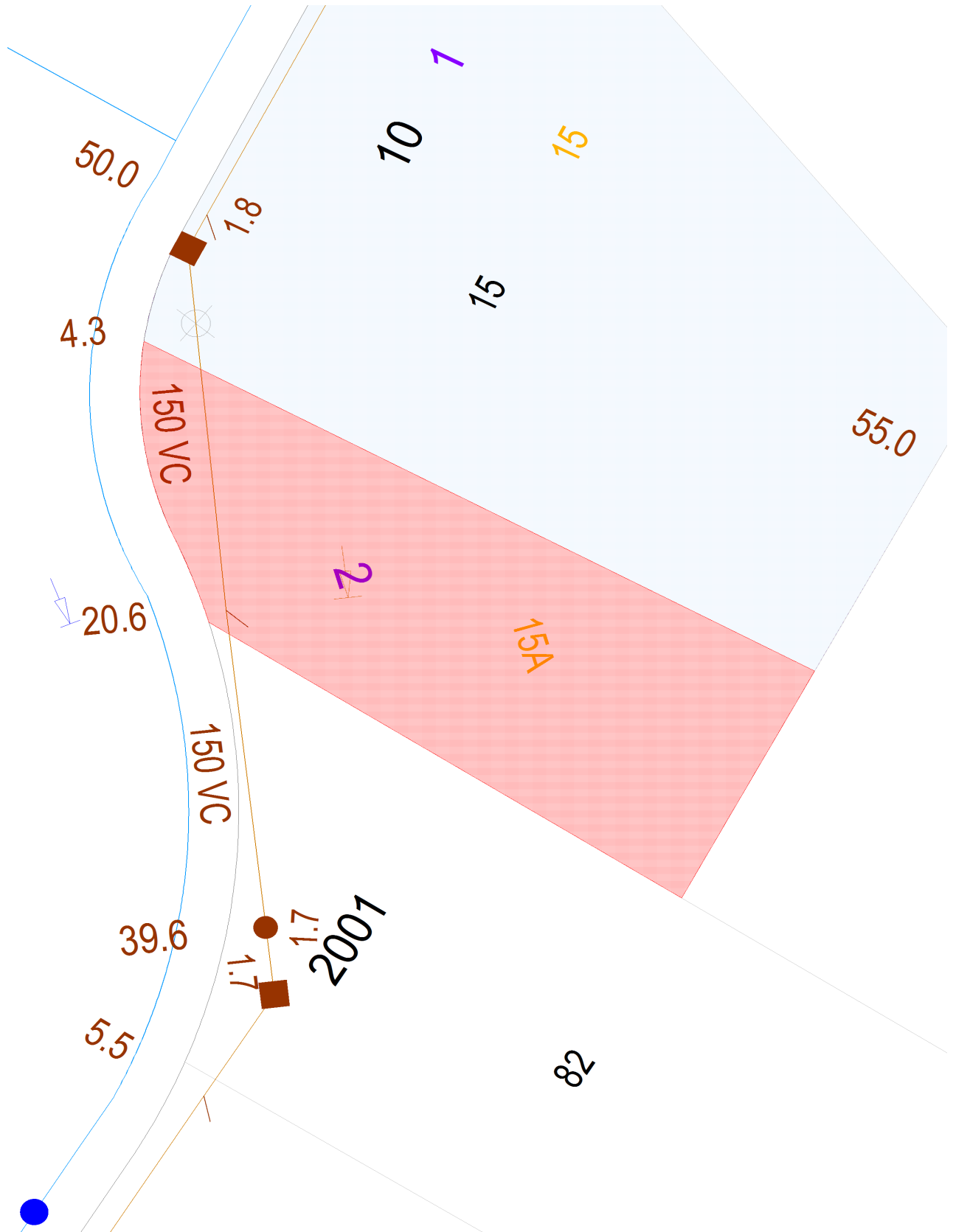
The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Greg Staveley  
Manager Business Customers

**Service Location Print**  
Application Number: 8001209777



Document generated at 05-11-2021 02:01:37 PM

**Disclaimer**

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



# Asset Information

## Legend

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

### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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INFOTRACK PTY LIMITED  
DX Box 578  
SYDNEY

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.**

This information is based on data held by Revenue NSW.

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Land ID	Land address	Taxable land value
D1253260/101	15 PLANE TREE DRVE NARELLAN VALE 2567	NOT AVAILABLE

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 tax year.

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Yours sincerely,

Scott Johnston  
Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.