



APP Corporation



Preliminary Site Investigation

46-66 & 46A O'Connell Street, Caddens, NSW

Date: January 2017

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This report has been prepared and reviewed in accordance with our quality control system. The report is a preliminary draft unless it is signed below.

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6th December 2016

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6th December 2016

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1. Introduction

1.1. Introduction

This report presents the findings of a Preliminary Site Investigation (PSI) conducted by APP Corporation Propriety Limited (APP) for the Caddens Development located at 46-66 & 46A O'Connell Street, Caddens, NSW. The location of the site is shown in Figure 1. This assessment was commissioned by CWG Developments Pty Ltd (CWG) and undertaken in general accordance with APP's proposal (Ref: 13433/1038901).

This PSI has been undertaken in response to a request from Penrith City Council to identify areas of environmental concern as part of the master planning process for the development of this site.

1.2. Objective

The objectives of this project were to:

- Make an assessment of the potential for land contamination to be present at the site, as a result of past and present land use activities.
- Identify areas of environmental concern (AEC) and associated contaminants of potential concern (COPC) at the site.
- Assess the likelihood of those COPC being present on site.
- Provide recommendations for further investigation of the site (if warranted), in the context of the proposed redevelopment of the site.

This PSI has been undertaken in accordance with the requirements of State Environmental Planning Policy 55 (SEPP 55). SEPP55 requires a planning authority to routinely consider whether land is suitable for a proposed use in terms of risk from contamination. The purpose of the PSI is to provide sufficient information to the planning authority to determine whether the land is contaminated in a way that may warrant additional information. If no further investigation is warranted, then the planning process continues in the normal way.

1.3. Project Background

The site is located in Caddens in the Penrith City Council Local Government Area, fronting O'Connell Street, and largely consists of grassed paddocks with remnant fruit trees. It is understood that the site historically operated as an orchard/vineyard growing apricots, apples and grapes among other fruit varieties. All commercial growing at the site was believed to have ceased in 1980. The Site is adjoined by the Nepean TAFE to the north and vacant land owned by Western Sydney University (WSU) to the south. Werrington Creek lies to the west of the Site, on the opposite side of O'Connell Street within land also owned by WSU.

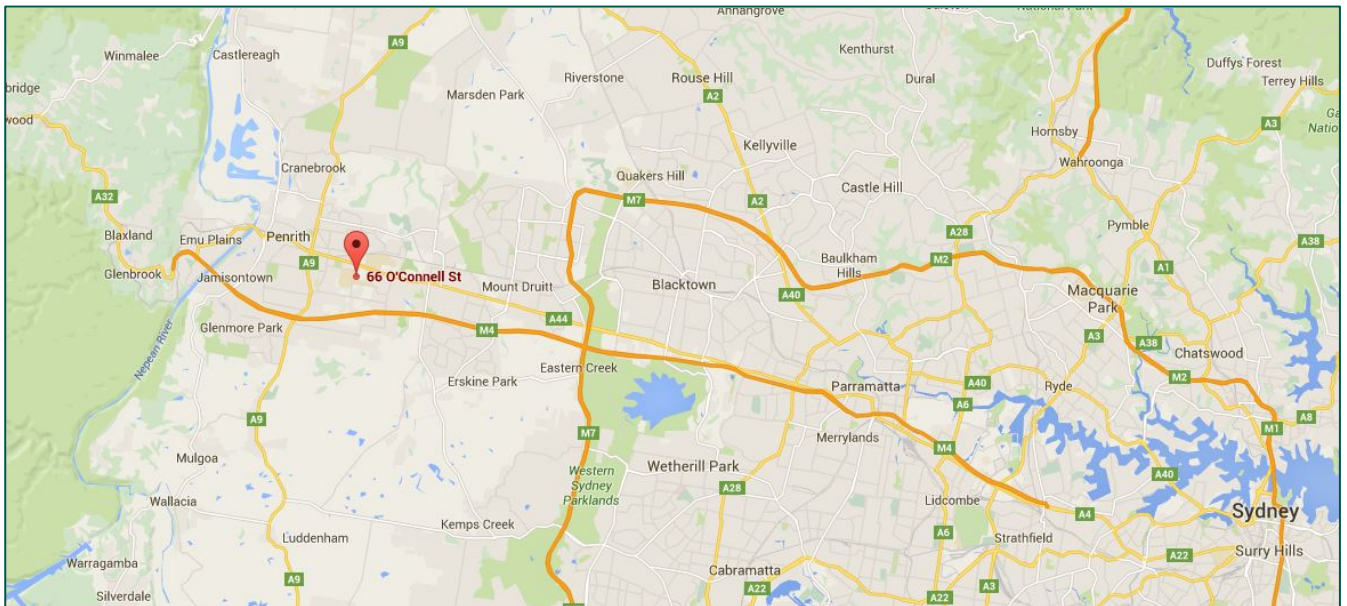


Figure 1: Site locality plan

The total land area of the site is 11.97 ha. The site consists of two parcels of land:

1. Lot 3 in DP 1103503, with a land area of 5.665 ha (hereby referred to as 'Lot 3').
2. Lot 6 in DP 593628, with a land area of 5.762 ha (hereby referred to as 'Lot 6'). This lot is accessed by a private driveway which does not form part of the land comprising the subject site.

APP understands that CWG are proposing to redevelop the site. The proposed development will involve the construction of townhouses, garage top dwellings, an apartment block and inclusion of commercial development of the western portion of the site which fronts onto O'Connell Street. These construction works will involve the removal of the surficial soils and the potential construction of a basement for the apartment building.

CWG's objective is to develop the site into 320 dwellings + garage top units and a number of apartment units over multiple stages. Associated roads, landscape open space and on-site detention basins and services will also be provided as part of the development. The potential subdivision master plan is included in Figure 2 below.

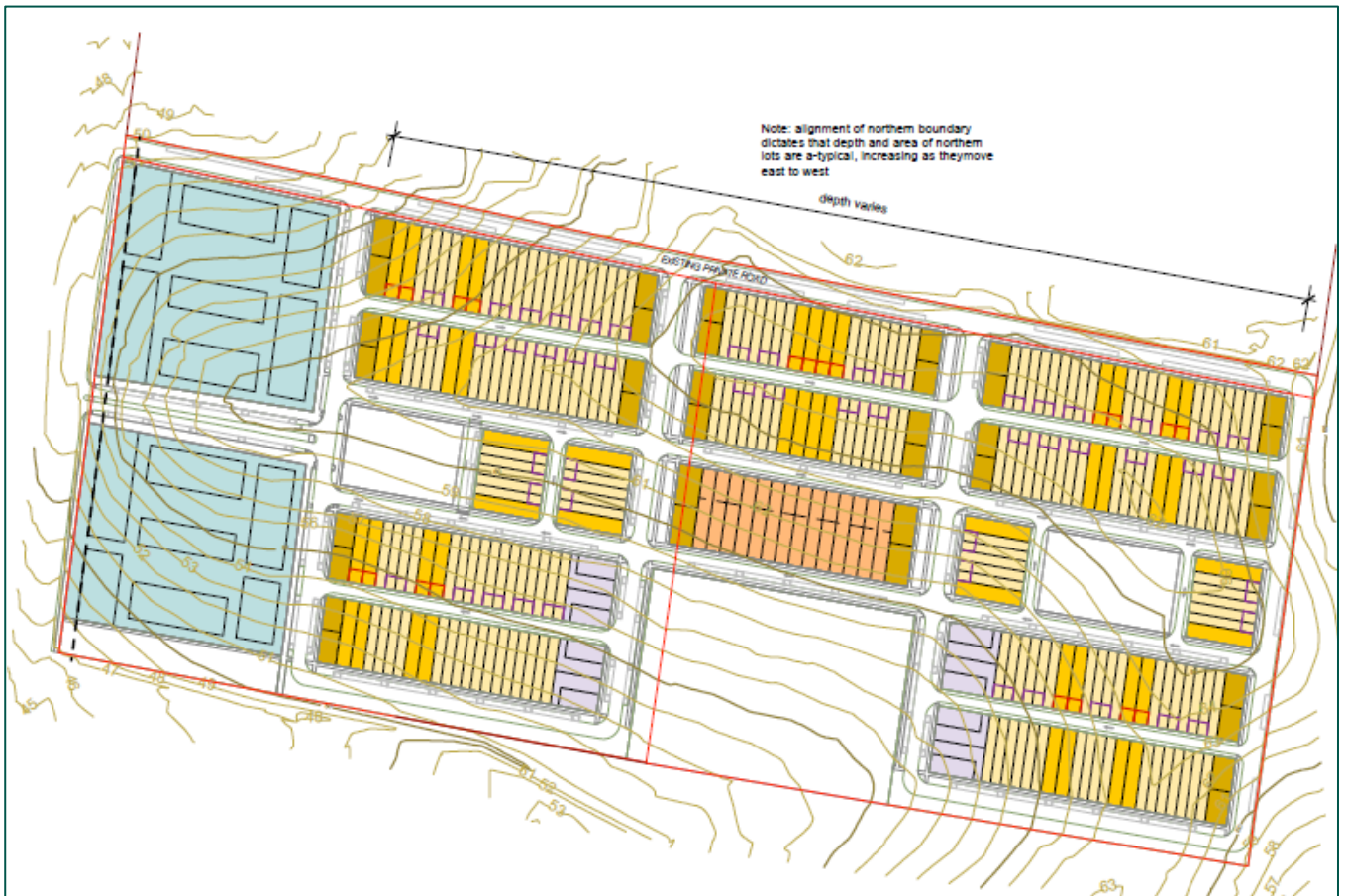


Figure 2 Potential subdivision master plan layout

1.4. Scope of Work

The following scope of works was undertaken in this investigation:

- Desktop review of available historical site use information, including current and historical certificates of title and aerial photographs, dangerous goods records held by WorkCover NSW and online databases maintained by the NSW Environment Protection Authority (EPA) and the NSW Office of Water;
- Review of local topography, geology, acid sulphate soil, and hydrogeology maps where applicable;
- A site walkover to observe the current site condition, local environmental context and surrounding land uses, potential contamination sources and visible evidence of contamination both on and offsite; and
- Preparation of this PSI report in general accordance with *Contaminated Sites: Guidelines for Consultants Reporting on Contaminated Sites* (NSW OEH, 2011) and Schedule B2 of the *National Environment Protection (Assessment of Site Contamination) Measure 1999, as amended 2013* (NEPC, 2013).

2. Site Information

2.1. Site Identification

Site identification details are summarised in Table 1 below. The location of the site is shown in Figure 1 while the current site layout is depicted in Figure 3 below.



Figure 3 Current site layout plan

Table 1 Site Identification

Site Address:	46-66 & 46A O'Connell Street, Caddens NSW
Site Area:	11.96 ha (both lots), 5.665 ha (Lot 3), 5.762 ha (Lot 6).
Site Identification:	Lot 3 in DP 1103503 ('Lot 3') & Lot 6 in DP 593628 ('Lot 6')
Current Zoning:	Lot 3 is currently zoned B2 – Local Centre & R3 – Medium Density Residential under the Penrith Local Environmental Plan 2010 Lot 6 is currently zoned R3 – Medium Density Residential under the Penrith Local Environmental Plan 2010
Current Land Use:	Both lots are currently used for low density rural living and largely vacant land

2.1.1. Surrounding Land Use.

The following land uses surrounding the site were identified during the site walkover and are documented in Table 2 below:

Table 2 Surrounding Land Uses

Direction	Land Uses
North	Nepean TAFE Campus including Werrington Technical College north of Lot 3 and a Performing Arts Centre north of Lot 6.
South	Predominantly vacant land owned by WSU, three water storage tanks and pumping system believed to supply the TAFE college. Vacant land south of Lot 3 was covered in hardstand indicating that structures may have previously been present. A drainage channel was identified running along the southern boundary of Lot 3 depositing water into a low point south of Lot 6.
East	WSU parking lot and associated buildings.
West	O'Connell Street is located immediately west of the site, beyond is occupied by vacant land and Werrington Creek, further beyond is occupied by the WSU campus.

3. Site Inspection

3.1. Site Observations

A site walkover was undertaken by David Windnagel of APP (a suitably qualified environmental scientist) on 21 November, 2016. The walkover generally covered the entire site with the exception of the following areas:

- Fenced off area surrounding the residential building and shed located in Lot 6. This area could not be accessed during the visit due to the presence of a guard dog.
- Dense bushland located in the south west of Lot 6. This area could not be accessed due to safety concerns.
- Inside residential structures and sheds located in both Lot 3 and Lot 6 due to being locked.

Selected site photographs are attached in Appendix A. Site observations are identified on Figure 4. The weather was fine with no obstructions to visibility of accessible areas.

3.1.1. General Site Layout

The majority of the site consisted of open paddocks with pockets of residual fruit trees and bushland. Two residential structures and associated infrastructure (e.g. equipment sheds) were located on site, one on each lot. The terrain sloped gently in a south-south westerly direction, towards a drainage channel located offsite. General site layout is depicted in Photograph 1.

3.1.2. Anecdotal Information

The following information was obtained from the current site owner, Les Rohozynsky, whilst onsite:

- The site operated as an orchard growing apricots, apples and grapes (amongst others) until 1980.
- Since 1980, the site has only been used for residential purposes.
- No underground or above ground storage tanks are currently, or previously, located onsite.
- Commercial quantities of chemicals such as pesticides and herbicides were not currently stored onsite and had not been used since 1980.
- No cattle dips had been established at the property.
- He was unaware of any burial sites or importation of fill materials to the site.

3.1.3. Spills and Losses

No significant evidence of product spills or losses were identified on ground surface during the site walkover. Several drums, potentially historically used to store hydrocarbons, were identified on Lot 3, with no evidence of gross soil contamination identified (Photograph 2, 3 & 4).

3.1.4. Above and Below Ground Storage Tanks

A rusted, above ground storage tank that was potentially used to store hydrocarbons was identified in Lot 3 near an old, dilapidated shed (Photograph 5). The tank did not appear to have been in use and was located in stockpiled rubbish. No evidence of contamination was observed in soils immediately surrounding the tank. In addition, circular, concrete groundcovers were identified adjacent to both residential structures located in Lot 3 and Lot 6 (Photograph 6 & 7). Although the exact use of both structures is unknown, it is likely that they were historically used as septic tanks. An additional concrete lid was identified near buildings in Lot 6 however due to access restrictions, the structure and its use could not be identified (Photograph 8).

3.1.5. Fill Materials

Although there is potential that topsoil may have been imported to the site for agricultural purposes, no foreign materials were observed extruding from the ground surface. Surface soils appeared to consist of brown silty clay. Some disturbed soils within a shelter were located in Lot 3 (Photograph 9). Disturbed soils appeared to be restricted to the ground surface. Due to the gentle sloping nature of the site, there was no obvious cut and fill activities associated with the building pads for the residential buildings.

3.1.6. Site Drainage

No designated drainage channels were identified onsite during the site walkover. The vast majority of the site consists of bare soils. It is likely that excess surface water runoff is directed down hydraulic gradient in a southerly direction towards an offsite drainage channel on the southern site boundary (Photograph 10).

3.1.7. Wastes and Illegal Dumping

No commercial wastes were being generated onsite. Both Lots were being serviced by local council garbage collection services. Large piles of building rubble were identified to the south of the residential complex in Lot 3 and east of the residential complex in Lot 6 (Photograph 11 – 15). The majority of this material appeared to be inert substances such as bricks, sheet metal and wood.

3.1.8. Discoloured or Odorous Soils

No discoloured or odours soils were identified during the site walkover.

3.1.9. Hazardous Materials

A structure located in Lot 6, being used for residential purposes, and a dilapidated building in Lot 3 were identified as being constructed out of potentially asbestos containing materials (ACM) (Photograph 16 & 17). All potentially asbestos containing panels identified appeared to be in reasonably good condition and did not appear to be broken or in a state that could potentially release fibres. A broken cement pipe was identified at ground surface near the dilapidated building in Lot 3 and a potential cement fibre panel was identified in building materials stockpiled in Lot 6 (Photograph 18 & 12). It is unknown if these materials consisted of ACM.

3.1.10. Incident and Complaint History

No records of environmental incidents or compliance violations were identified for this site.

3.1.11. Chemical and Hazardous Materials Register

No official chemical or hazardous materials register was sighted, or believed to exist for this site.



Figure 4 Site observations.

4. Desktop Study

4.1. Regional Geology and Soils

According to the Department of Minerals and Energy: *Geological Survey of NSW*, Geological Sheet 9030, the likely geology of the site consists of Wianamatta Group (Rw) Bringelly Shale (Rwb). Bringelly Shale consists of shale, carbonaceous claystone, claystone, laminate, fine to medium grained lithic sandstone and rare coal and tuff originating from the Mesozoic, Middle Triassic Period.

According to the Australian Soil Classification (ASC) Soil Type map of NSW sourced from the Office of Environmental and Heritage website, the site contains Kurosols. Kurosols are defined as 'Soils with strong texture contrast between A horizons and strongly acid B horizons' by the ASC (www.clw.csiro.com.au). Many of these soils have some unusual subsoil chemical features such as high magnesium, sodium and aluminium.

4.2. Acid Sulphate Soils Risk

A review of the Acid Sulphate Soil mapping sourced from the Office of Environment and Heritage indicated that the site contained no known actual or potential acid sulphate soil horizons.

4.3. Regional Topography and Drainage

Recent survey plans provided by Survey Plus indicates that the site lies at an elevation ranging from 67 meters Australian Height Datum (AHD) in the northern portion of the site to 52m AHD in the south-western corner of the site. The surrounding area consisted of gently undulating ground. Surface water is expected to infiltrate into surface soils with excess water flowing down hydraulic gradient following the land topography in a south to south westerly direction.

4.4. Surface water and Groundwater.

No surface water bodies were identified onsite. The closest water body to the site was Werrington Creek located approximately 70 meters south-west of the site at its closest point which deposited to an unnamed waterbody approximately 100 by 60 meters in size located 160 meters west of the site.

A groundwater monitoring bore search was undertaken on 21 November 2016 using the NSW Department of Primary Industries (DPI) Office of Water Groundwater Works database online (<http://allwaterdata.water.nsw.gov.au/water.stm>). The search did not reveal any groundwater bores installed within a 500 meter radius of the site. A copy of this search is included as Appendix B.

4.5. Section 149 Certificate

Section 149 Certificates for both Lot 3 and Lot 6 were provided by the Client. A review of the documents revealed the following information:

Lot 3, DP 1103503:

- The site does not contain any critical habitat;
- The site does not contain any conservation areas;
- The site does not contain any environmental heritage items;
- The site is not proclaimed to be within a mine subsidence district;

- The land **is** affected by the Asbestos Policy adopted by the Council however is not affected by any other policy including land slip, bushfire, tidal inundation, subsidence, acid sulphate soils;
- The site has not been identified as being below flood plaining level;
- Biodiversity certified land is not present on the site;
- The Site is recognised as being bushfire prone land and
- The site is not identified as being a contaminated site.

Lot 6, DP 593628

- The land is not proclaimed to be within a mine subsidence area;
- The land **is** affected by the Asbestos Policy adopted by the Council however is not affected by any other policy including land slip, bushfire, tidal inundation, subsidence, acid sulphate soils;
- The site has not been identified as being below flood plaining level;
- Biodiversity certified land is not present on the site;
- Part of the site is recognised as being bushfire prone land and
- The site is not identified as being a contaminated site.

A copy of this search is included as **Appendix C**.

4.6. Aerial Photography Review

Aerial photography of the site and the surrounding area was reviewed as part of this investigation. Imagery dated back to 1943 and a minimum of one photograph per decade was viewed. A review of historical aerials is presented in Table 3 below. Copies of the historic aerial photography are search is included as **Appendix D**.

Table 3 Historical Aerial photography Review

Year	Site Description	Surrounding Area Description
1943	The majority of the site is occupied by agricultural land. Orchard trees can be seen in Lot 3 while rows of crops are located in Lot 6. A small patch of remnant bushland is present in the south-west portion of Lot 6. A homestead is located in Lot 3 while a small shed is located in in the north-west corner of Lot 6. Another small structure can be seen near the remnant bushland however the purpose of the structure cannot be established due to picture quality	The majority of the surrounding land is occupied by agricultural land. Werrington Creek can be seen to the west of the site. The shed located in the north of Lot 6 appears to adjoin other structures located on the site to the North of Lot 6.
1956	The majority of the site remains as agricultural land although the layout of crops and orchards has changed. The onsite fields appear more bare than 1943. Remnant bushland in the south of Lot 6 appears to have grown.	The surrounding area appears largely unchanged from 1943. Minor changes to building layouts are noted and additional bushland south of the site following Werrington Creek.
1961	A new structure has been built adjacent to the homestead in Lot 3. This is likely to be a storage facility. Unknown structure in the south of Lot 6 appears to have been demolished.	The surrounding area appears largely unchanged from 1956.

1965	Site appears largely unchanged from 1961. Disturbed soil or a new structure can be seen in the south-western portion of Lot 3 however the purpose of the structure cannot be established due to poor picture quality. Remnant bushland in the south of Lot 6 appears to be more extensive.	The surrounding area appears largely unchanged from 1961. Minor additions to building clusters south of the site.
1970	The main brick residential building has been built on Lot 3. Two small structures are potentially present in the south of Lot 3 however, the use of the structures cannot be established due to poor picture quality. The fibro-cement building located on Lot 6 has been built. An additional small structure can be seen to the east of the fibro-cement building. A small, circular structure can be seen in the central portion of the site. This is likely to be a water tank.	A drive-in movie theatre has been established to the south of the site. This lot has been extensively cleared. A series of seven greenhouse like structures can be seen to the south-east of the site. The surrounding area still remains largely rural.
1982	The majority of Lot 6 appears to have been back burnt. The small structure to the east of the fibro-building in Lot 6 has been removed.	Additional residential and agricultural buildings have been established to the south of the site. An educational facility has been established to the south of the site. Urban residential style streets have been established to the north-west of the site.
1991	The infrastructure associated with orchards and crops has largely been removed. Remnant bushland has increased in size. The small structure in the centre of the site appears to have been demolished.	The Nepean TAFE college has been constructed to the north of the site.
2002	Scrub species are establishing themselves throughout Lot 6. A pile of building rubble can be seen in Lot 6 to the east of the residential building. Lot 3 remains relatively unchanged.	The TAFE college has been extended to the north of Lot 6. Three water tanks and a pumping station has been constructed to the south of Lot 3. The drive-in movie theatre appears to have been abandoned. WSU buildings have been constructed to the east of the site. The road layout to the south of the site has been altered to lead into the TAFE and/or WSU buildings.
2009	The site remains relatively unchanged from 2002. Vegetation cover in Lot 6 appears to be increasing.	The surrounding area remains relatively unchanged from 2002. The carpark to the east of the site is being extended. The structure in the centre of the former Drive-in theatre has been removed.
2014	The site remains relatively unchanged from 2009. Vegetation cover in Lot 6 appears to be increasing.	The surrounding area remains relatively unchanged since 2009.
2016	The site remains relatively unchanged from 2014. Vegetation cover in Lot 6 appears to be increasing.	The surrounding area remains relatively unchanged since 2014. The educational facility to the south of the site has been demolished.

Based on the review of historic aerial photography, it appears at the site was used as an agricultural facility with fruit orchards and crops which ceased operation prior to 1982. This coincides with anecdotal information received from the current site owner. Evidence of back burning/refuse burning could be seen in the 1982 aerial photography. Various small structures could be seen in the historic aerials located in both Lot 3 and Lot 6. The majority of these structures, or evidence of, could be identified in the site inspection excluding the structure in the centre of the site and near the remnant bushland. Both these structures appeared to be made of wood and are associated with the agricultural land use of the site. It is likely that they were demolished and stockpiled in the north-east of Lot 6 and near the residential structures in Lot 3.

The surrounding land has predominantly been used also as agricultural land. It is unlikely that undertakings on adjacent sites could have potentially contaminated the site.

4.7. Title Search

A historic title search was undertaken by Advance Legal Searchers on 27th November, 2016. The historic title trees for each lot are present in Tables 4 & 5 below. A copy of this search is included as **Appendix E**.

Table 4 Historic Certificate of Title Tree, 46a O'Connell Street, Caddens, NSW 2747

46a O'Connell Street, Caddens, NSW 2747 (Lot 6)	
(Lot 6 DP 593628)	
28/06/2016	CWGLand Australia Pty Ltd purchased the site from Lez and Irene Rohozynsky
1988 – to date	Les Rohozynsky, accountant Irene Rohozynsky, economist
(Lot 6 DP 593628 – CTVol 13867 Fol 144)	
1979 – 1988	Les Rohozynsky, accountant Irene Rohozynsky, economist
1979 – 1979	Permanent Trustee Company Limited.
(Lot 6 Molloy's Division of Lots 28 & 29 O'Connell's Estate – Area 14 Acres – PA 53333)	
1976 – 1976	Permanent Trustee Company Limited
(Lot 6 Molloy's Division of Lots 28 & 29 O'Connell's Estate – Area 14 Acres – Conv Bk 2704 No. 828)	
1976 – 1979	Bernard Aloysius Quinn, vigneron
1963 – 1976	Bernard Aloysius Quinn, vigneron / executor & devisee Elizabeth Jane Quinn, estate
(Lot 6 Molloy's Division of Lots 28 & 29 O'Connell's Estate – Area 14 Acres – Appointment Bk 1086 No. 165)	
1916 – 1963	Elizabeth Jane Quinn, wife of Timothy Quinn, tramway employee

A review of historic certificates of title has not yielded any potential areas of environmental concern not already identified as it appears to have historically been used for residential purposes and/or agricultural use (growing grapes). This coincides with historical aerial photography.

Table 5 Historic Certificate of Title Tree, 46-66 O'Connell Street, Caddens, NSW 2747

46-66 O'Connell Street, Caddens, NSW 2747 (Lot 3)	
(Lot 3 DP 1103503)	
28/06/2016	CWGLand Australia Pty Ltd purchased the site from Lez and Irene Ilkin
2014 – to date	Les Rohozynsky Irene Ilkin
2006 – 2014	Anna Rohozynsky, widow
(Lot 3 Molloy's division of Lots 28 & 29 O'Connell's Estate – Area 14 Acres – Conv Bk 2718 No. 927)	
1964 – 2006	Joseph Rohozynsky, timber merchant Anna Rohozynsky, his wife
(Lot 3 Molloy's division of Lots 28 & 29 O'Connell's Estate – Area 14 Acres – Conv Bk 1935 No. 821)	
1943 – 1964	William Leslie Lackey, farmer
(Lot 3 Molloy's division of Lots 28 & 29 O'Connell's Estate – Area 14 Acres – Conv Bk 1818 No. 903)	
1938 – 1943	Joseph Henry Taylor, orchardist
1927 – 1938	Alice Maud Abbott, wife of Arnold James Abbott, accountant / administratrix (formerly Alice Maud Edwards) Charles Henry Edwards, estate
(Lot 3 Molloy's division of Lots 28 & 29 O'Connell's Estate – Area 14 Acres – Conv Bk 1403 No. 529)	
1925 – 1927	Charles Henry Edwards, farmer
1925 – 1925	Michael Riordan, labourer / administrator Bridget Riordan, estate
(Lot 3 Molloy's division of Lots 28 & 29 O'Connell's Estate – Area 14 Acres – Conv Bk 734 No. 274)	
1905 – 1925	Michael Riordan, labourer Bridget Riordan (nee Molloy), his wife

A review of historic certificates of title has not yielded any potential areas of environmental concern not already identified as it appears to have historically been used for residential purposes and/or agricultural use (orchards and farming). This coincides with historical aerial photography

4.8. SafeWork NSW Hazardous Chemicals on Premises Search

A request for SafeWork NSW to undertake a 'hazardous chemicals on premises search' was sent on 21 November 2016. A response was received via mail on 6 December 2016. A search of the records held by SafeWork NSW did not identify any records pertaining to the Site. A copy of this search is included as Appendix F.

4.9. Online Public Records

A search of online public records was undertaken on 21st November 2016. The results of these searches are outlined in Table 6. Copies of these searches are included as **Appendix G**. As the site was situated on the border of Caddens and Kingswood, public record searches were undertaken on both suburbs.

Table 6 Online Public Records

Public Record	Description	Comments
Contaminated Land Record	Recorded notices under Section 58 of the Contaminated Land Management (CLM) Act 1997	No Sites were identified within a 500m radius of the site.
NSW Contaminated Sites Notified to EPA	Notifications under Section 60 of the CLM Act 1997	No Sites were identified within a 500m radius of the site.
NSW EPA Public Register	Registered Environment Protection licences, applications, notices, audits or pollution studies and reduction programs under the POEO Act 1997	No Sites were identified within a 500m radius of the site.
NSW EPA Public Register	Former licensed activities under the POEO Act 1997, now revoked or surrendered	No Sites were identified within a 500m radius of the site.
Unlicensed Premises Regulated by the EPA	Premises that are no longer required to be licenced under the POEO Act 1997.	No Sites were identified within a 500m radius of the site.
NSW EPA List of Former Gasworks	Registered list of former gas work sites in NSW.	No Sites were identified within a 500m radius of the site.
Waste Management Facilities	Spatial locations of Australia's known landfill sites, waste transfer stations, and large number of waste reprocessing facilities.	No Sites were identified within a 500m radius of the site.
Mine Area	Known Mine areas defined as the removal of stone gravel, clay or mineral from the ground and tailings sites.	No Sites were identified within a 500m radius of the site.
Indigenous and European Heritage	Recorded heritage items or locations reported to the NSW Office of Environment and Heritage.	No known heritage items were identified onsite.

4.10. Areas of Environmental Interest

Database searches for sensitive environmental receptors were undertaken and are summarised in Table 7 below. Copies of these searches are provided in Appendix G. No sensitive environmental receptors were located within 500 meter radius of the site.

Table 7 Areas of Environmental Interest Databases

Item	Description	Comments
Ramsar Wetlands	Registered Ramsar Wetlands of Australia	No Sites were identified within a 500m radius of the site
Critical Habitat Register	Areas of declared critical habitat under Sections 53-55 of the Threatened Species Conservation Act 1995	No Sites were identified within a 500m radius of the site

4.11. Previous Environmental Investigations

APP was not provided with any previous environmental investigation reports pertaining to the site. No previous environmental investigations are believed to have been undertaken at the property.

A salinity assessment and geotechnical investigation was undertaken by Geotechnique Pty Ltd in February 2016. This report yielded the following information:

- Exchangeable sodium percentage (ESP) values and Emerson Classes indicate that the soils likely to be disturbed during future development of the site are unlikely to be susceptible to excessive erosion.
- Localised disbursive soils may be encountered.
- Soils likely to be disturbed during future development of the site are likely to be non-saline.
- Groundwater was not intercepted during the investigation however, some seepage was encountered in select test pit locations.

5. Discussion

A review of historical information indicates that the site has been used extensively for agricultural purposes over the last century. Agricultural undertakings include fruit orchards (apricots) and farming undertaken on Lot 3 and viticulture (grapes) undertaken on Lot 6. Although anecdotal information received from the current site owner indicated that all agriculture undertaken at the site ceased in 1980, it is unknown what chemicals (herbicides/pesticides) were used at the property for agricultural purposes. Excessive use or use of banned chemicals during these practices can potentially lead to heavy metal and pesticide contamination in surface soils and potential subsequent leaching into groundwater sources. Modern agricultural chemicals (i.e. dieldrin, heptachlor and DDT) are generally not persistent in the environment that is, their predicted persistence is between 5 – 15 years (NSW EPA, 1995). Limited information is available concerning the type of pesticides used in the 1950's or 1960's (or older), which may have been more persistent within the environment than modern pesticides. It is unlikely that the organic component of pesticides would still be persistent within the soils at the site in concentrations unacceptable to human health and/or the environment however; residual heavy metal concentrations may be persistent. Impacts are likely to be confined to surface soils and will likely be removed during the development process of the site.

A series of small structures located in the south of the site were identified in historic aerial photography. During the site visit, small piles of wooden pallets and beams were identified in these areas. Soils did not appear to be disturbed indicating that the structures were likely limited to the surface or propped up on stilts. Although the purpose of the structures is largely unknown, they are not considered to be of any concern.

Aerial photography viewed from 1982 indicated that a back burn was undertaken on Lot 6. No ash material was identified during the walkover. Back burning is a practice used widely on agricultural land to clear large expanses of land of vegetation and for fireproofing. This act is not considered to constitute an area of environmental concern.

Large stockpiles of building materials such as wood, bricks and various drums/metallic objects including old machinery were identified in Lot 3 to the south/south-east of the residential buildings and stockpiled within dilapidated structures east of the residential building. The vast majority of this material consisted of inert objects such as bricks, wood and sheet metal however some oil containers, old 44 gallon drums and a potential AST were identified. These objects could have potentially been used to chemicals of potential concern such as petroleum hydrocarbons or pesticides. The ground surface surrounding these objects was inspected and did not show any signs of impacts or large scale leakages. Furthermore, structures likely to have been used to store these materials were inspected and did not show any signs of contamination at ground surface. Should any impacts from these objects be present at the site, they are likely to be limited to shallow soils in the immediate area surrounding the stockpiles and are unlikely to represent a significant risk to human health or environmental receptors.

A stockpile of building rubble was also identified in Lot 3 located to the east of the residential building. The contents of this pile largely consisted of wooden beams, some of which appeared to have been burnt. It is unlikely that the burning of wood in this area would have led to unacceptable contamination of surface soils or pose a risk to human health or environmental receptors. One sheet of potential fibre-cement sheeting was identified in this stockpile. The sheet was largely intact and is unlikely to represent a significant risk to human health.

Two structures were identified onsite, one being the original dilapidated homestead located in Lot 3 and the other being the residential building located in Lot 6, which potentially contain hazardous building materials (ACM). Both structures consisted largely of panels of fibre-cement sheeting to make up the exterior of the structures. Access inside both structures could not be obtained. Both structures appeared to be relatively intact and did not appear to be in a condition where large quantities of fibres could be released. It is therefore unlikely that the potential presence of ACM in these structures has led to contamination of surface soils surrounding the structure, or been filled in soils onsite. In addition, a small cement pipe was identified adjacent to the dilapidated homestead in Lot 3. The pipe had been broken off at one end therefore indicating that fragments of potentially ACM have been deposited locally in surface soils surrounding the pipe. As no fragments could be seen in surface soils surrounding the pipe, it is unlikely that unacceptable contamination of surface soils in this area has occurred. Should impacts exist, they are likely confined to soils immediately adjacent to the pipe. Although the paintwork on these buildings (and other buildings) appeared to be in good condition, lead based paints may have historically been used and subsequently removed from the structures.

A potential septic tank was identified in close proximity to both residential buildings located in Lot 3 & 6. Should the tanks have leaked, the surrounding soils could have been impacted by organics and biological contaminants. Any impacts associated with the septic tanks are likely to be minor, and can be addressed during later phases of site development. An additional concrete lid was identified near site structures on Lot 6 and could not be accessed during this investigation due to access constraints.

6. Areas of Environmental Concern

Based upon the findings of this investigation, the following areas of environmental concern (AEC) and associated chemicals of potential concern (CoPC) have been identified and are detailed in Table 8 below.

Table 8 Areas of Environmental Concern

AEC	CoPC	Likelihood of Impact ¹	Comments
Historic agricultural land use	Organo-chlorine pesticides (OCP), organo-phosphate pesticides (OPP), heavy metals	Low-moderate	Chemicals used in modern agriculture are generally not persistent in soils for longer than 15 years after application. Agricultural practices ceased at the site in 1980. Limited information available pertaining to the chemicals used is more historic farming. These chemicals may persist longer in soils than modern chemicals.
Small AST identified in Lot 3	Total recoverable hydrocarbons (TRH), benzene, toluene, ethyl-benzene & xylenes (BTEX), poly-aromatic hydrocarbons (PAH), lead	Low	Anecdotal information indicated that the site had never had an operational fuel delivery system at the property. A small AST was identified during the walkover in stockpiled materials. It is unlikely that the tank was ever used in its current location and may have been brought onto site as an ornamental feature.
Stockpiles of building rubble including old chemical containers	TRH, BTEX, PAH, heavy metals, OCP, OPP, heavy metals, ACM	Low-moderate likelihood for localised impacts	Multiple small stockpiles of building rubble and chemical containers were identified on Lot 3 and Lot 6. There is potential for limited localised contamination of surface soils beneath their footprints.
Soils impacted by hazardous building materials	ACM, lead	Low	All ACM identified onsite appeared to be in good condition, paint on all structures appeared to be in good condition and not flaking. No fill materials in soil were identified onsite.
Two potential septic tanks	Organics, pathogens	Low	Unlikely for widespread impacts resulting from this AEC. Impacts (if present) likely to be confined to soils surrounding the tanks.

- It is important to note that this is not an assessment of financial risk associated with the AEC in the event that contamination is detected, but a qualitative assessment of the probability of contamination being detected at the potential AEC based on the site history and field observations.*

7. Conclusions and Recommendations

Based on our investigation of the site, the following AEC have been identified requiring further investigation:

- Historic use of the site for agricultural purposes including potential application of OCP/OPP pesticides to crops; and
- Stockpiled building rubble and chemical containers identified in Lot 3 & 6.

Based on this investigation, there is low-moderate likelihood that contamination is present at the site associated with the above AEC. By the nature of the identified AEC, any impact is likely to be restricted to the surficial soils. These potentially impacted soils are likely to be removed as part of the site preparation works for the development.

APP is of the opinion that the information presented within this report meets the Council's requirements under the Masterplan Development Application and the requirements of a Preliminary Site Investigation in accordance with SEPP55. APP considers that further detailed site investigation is not warranted prior to the start of development works. As part of the development works APP recommends that the following Plans be included in the Construction Environmental Management Plan to identify and manage any potential contaminated material on site:

- An Unidentified Finds Procedure
- A detailed Waste Classification and Materials Management plan
- An Asbestos Management Plan

If the data generated through the waste classification process, and visual and olfactory observations during construction, identify an AEC then further detailed investigation will be required as part of the construction works.

8. Limitations

Limited information has been made available on the early history of the site and therefore, some site activities may not have been identified. Allowances for uncertainties and potential unexpected finds should be made during planning and development stages.

In preparing this report, APP has relied on the information in reports made available to APP by the client and third parties including other consultants and current site occupants. APP has assumed that these information sources performed the scope of works in general accordance with standards industry practices and guidance materials and that information provided is truthful at the time it was provided.

Site conditions described in this report pertain to what was present on 21 November, 2016. Site conditions may have changed since the walkover was conducted. In addition, some structures and areas onsite were inaccessible during the walkover. Additional AEC may be present in these locations of the site subject to further investigation.

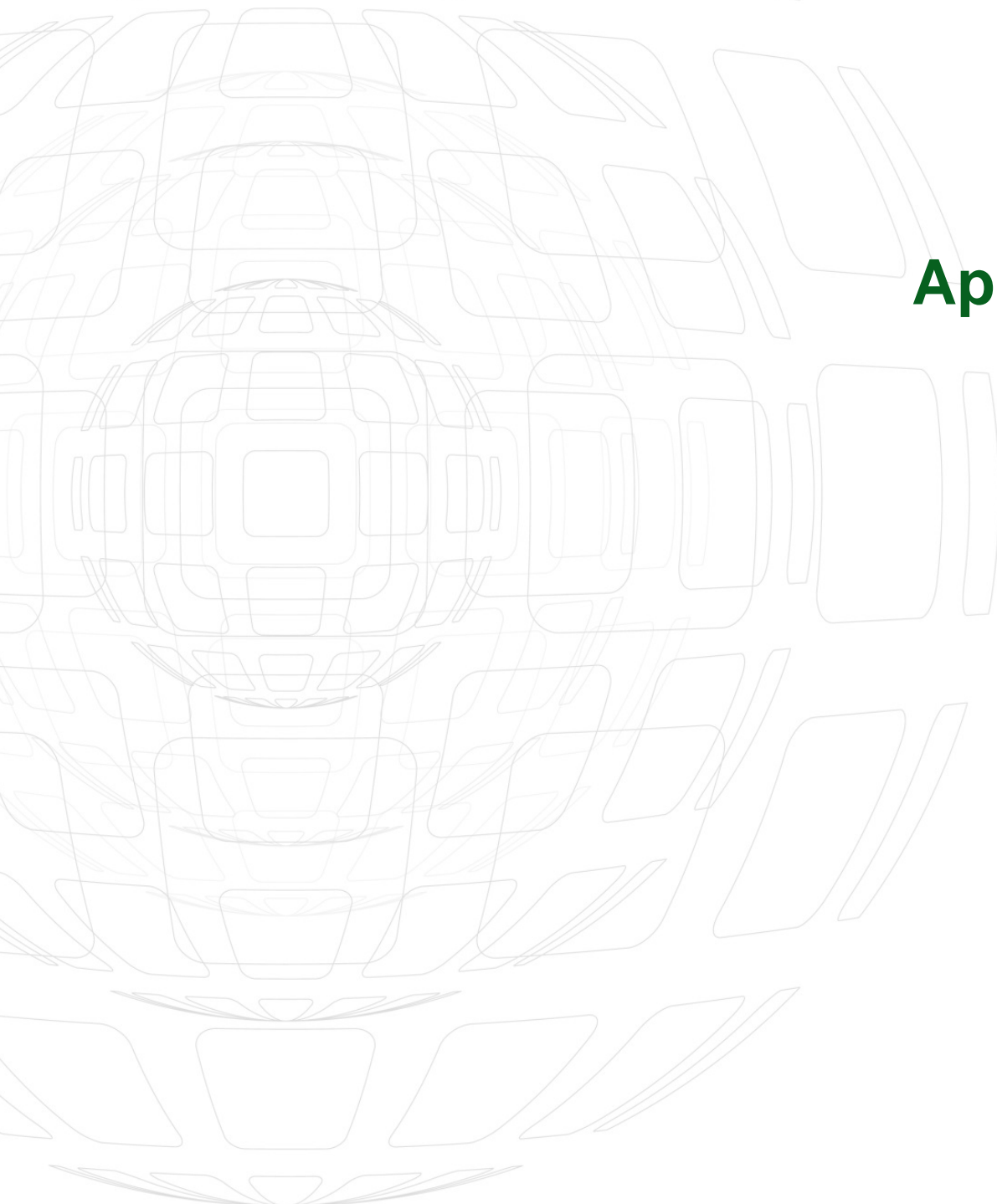
9. References

DUAP (1998): *Managing Land Contamination, Planning Guidelines: SEPP 55 – Remediation of Land*. Department of Urban Affairs and Planning / Environment Protection Authority

Geotechnique Pty Ltd (2016): *Proposed Residential Subdivision 46A & 46-66 O'Connell Street, Caddens Salinity Assessment and Geological Investigation*. Geotechnique Pty Ltd.

NEPC (2013): *National Environmental Protection (Assessment of Site Contamination)* Amended 2013. National Environment Protection Council.

NSW OEH. (2011): *Contaminated Sites: Guidelines for Consultants Reporting on Contaminated Sites*. NSW Office of Environment and Heritage.



Appendices



Appendix A

A



Photograph 1

General site layout looking south-west.



Photograph 2

Small oil drum identified in dumped materials near buildings in Lot 3. No signs of impact identified in surrounding soils.



Photograph 3

Rusted 44 gallon drum located south of buildings in Lot 3



Photograph 4

Dumped materials in a dilapidated shed east of buildings in Lot 3. Contains various oil containers and drums. No signs of surface impact identified.



Photograph 5

A small AST identified south-east of structures in Lot 3. No signs of impacts identified in surrounding soils



Photograph 6

Potential septic tank identified in Lot 6 near residential building



Photograph 7

Potential septic tank identified in Lot 6 near residential building.



Photograph 8

A concrete groundcover located near buildings in Lot 6. The use of this structure is currently unknown due to access restrictions



Photograph 9

Disturbed soils located within a shelter in Lot 3 south-east of the buildings. Potentially used as a chicken coup or for storage.



Photograph 10

Drainage channel located on the southern site boundary.



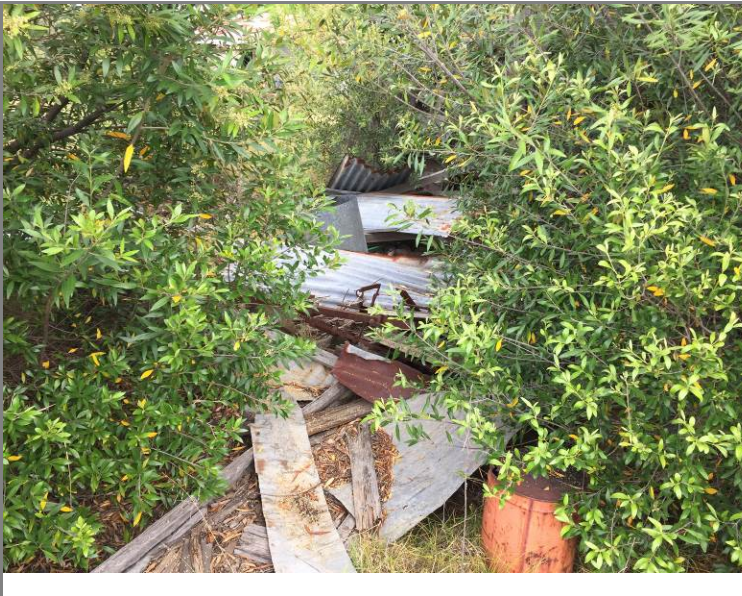
Photograph 11

Dumped building materials located in Lot 6 east of the residential area. The materials consisted largely of wood however one panel of potential ACM was noted



Photograph 12

Potential ACM noted in Dumped material east of residential structure in Lot 6.



Photograph 13

Dumped building material located adjacent to old shed and residential building in Lot 3. Consisted of metallic sheets, brick, wood and oil containers



Photograph 14

Dumped building material located adjacent to old shed and residential building in Lot 3. Consisted of metallic sheets, brick, wood and oil containers



Photograph 15

Stockpiled bricks located south of residential buildings in Lot 3.



Photograph 16

Residential building and carport located in Lot 6. Constructed out of fibre-cement sheeting.



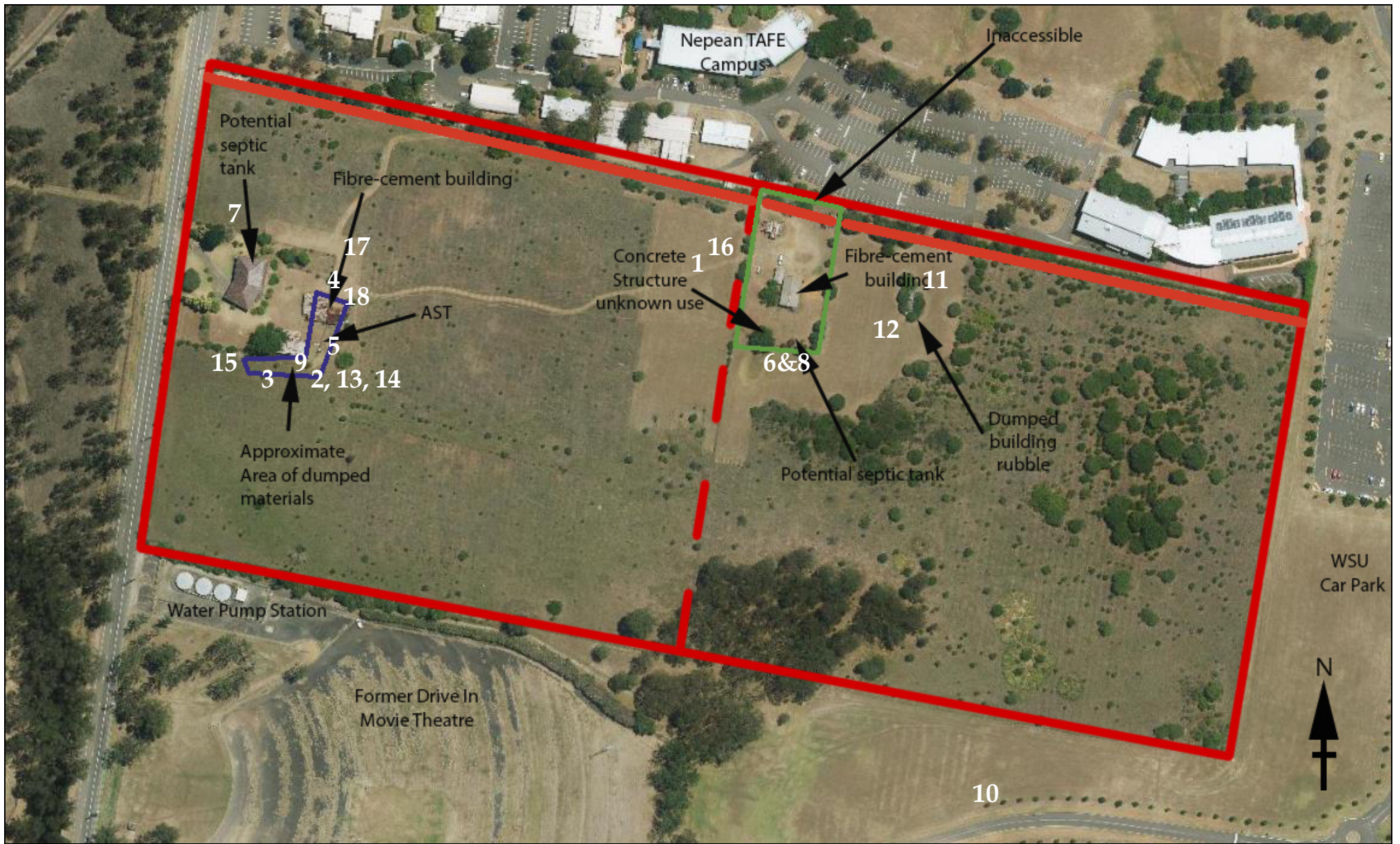
Photograph 17

Original residential building (now dilapidated) located in Lot 3. Panels consist of fibre-cement sheeting

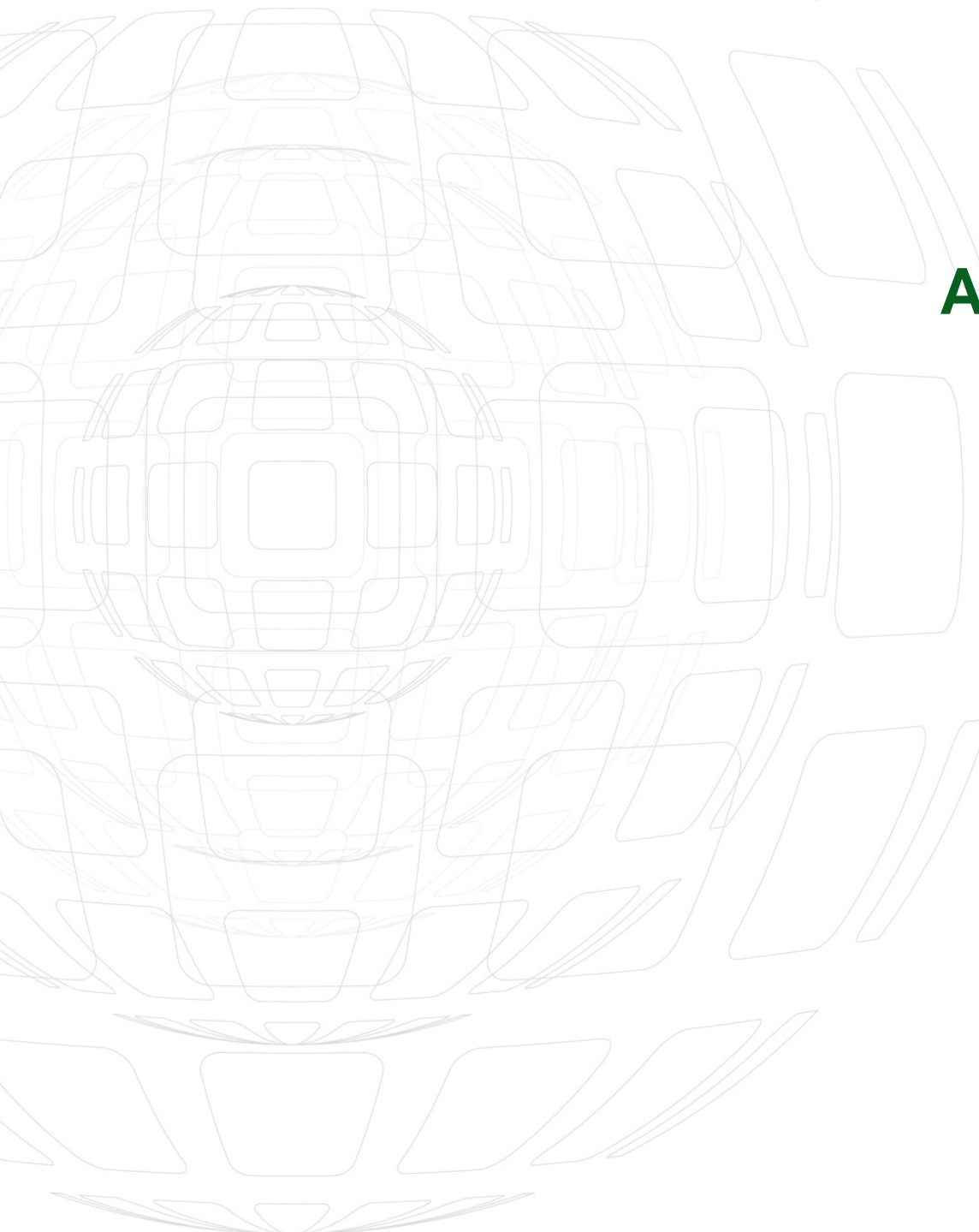


Photograph 18

Cement pipe located adjacent to the dilapidated house in Lot 3. Potentially contains ACM.



Photograph Locations.



Appendix B

B

All Groundwater Map

All data times are Eastern Standard Time

Map Info

you are using a browser that is not supported by the Google Maps JavaScript API. Consider changing your browser. [Learn more](#) [Dismiss](#)

Groundwater Bores

- Groundwater works
- ◆ Telemetered bores
- ▲ Logged bores
- Manual bores

Monitoring Bore Types

- Alluvial
- Coastal Sands
- Fractured Rock
- Porous Rock
- Great Artesian Basin
- Discontinued

Groundwater Works

Monitoring Bores

Telemetered Bores

Coal Basin Bores

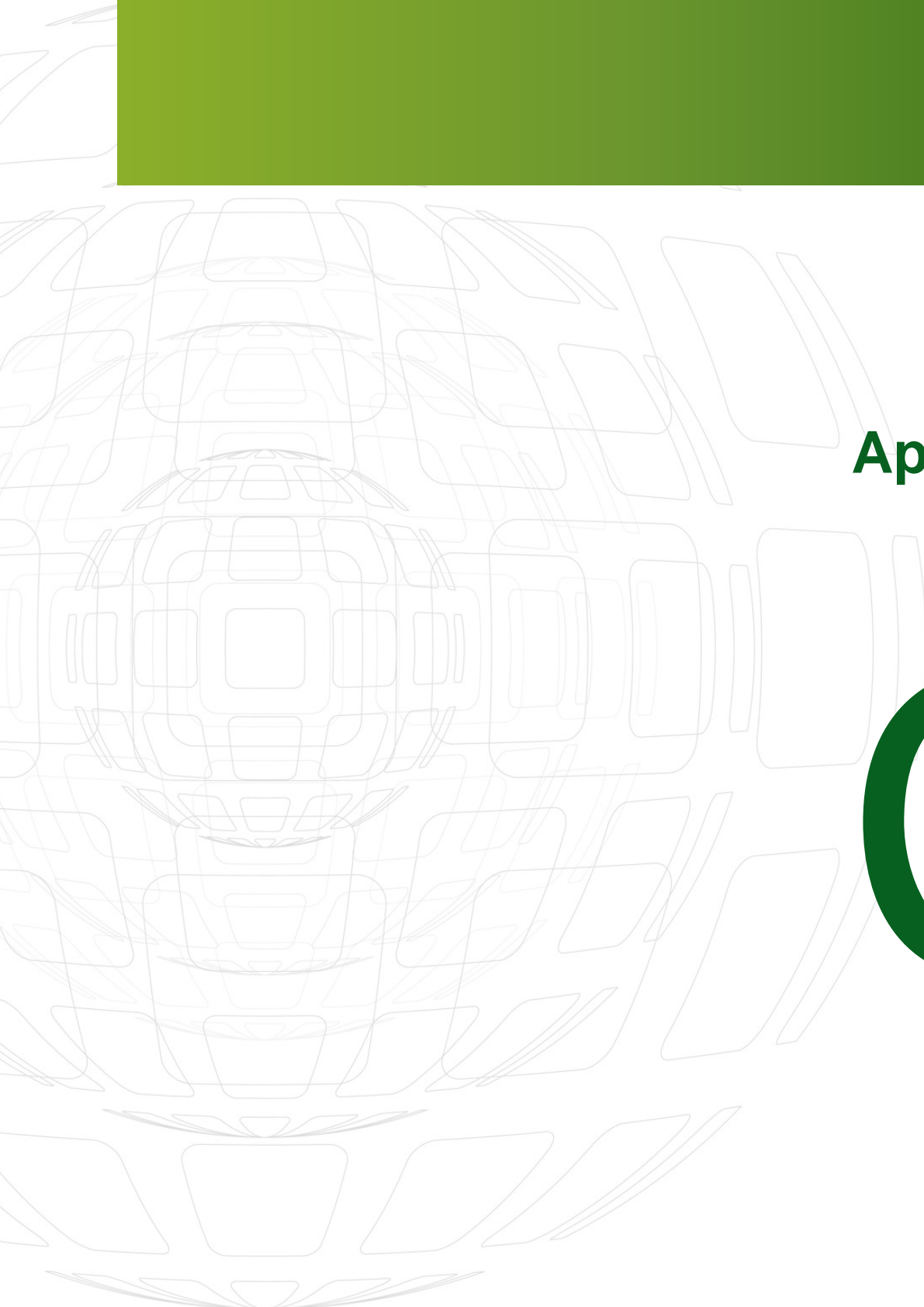
Discontinued Bores

Satellite
Terrain
Map
Hybrid

There are **no sites** within 500 metres of the selected point. ✕

Scale = 1 : 27K

Imagery ©2016, AEROMETREX & JACOBS, CNES / ASTRIUM, CNES/SPOT IMAGE, DIGITALGLOBE, LANDSAT, SINCLAIR KNIGHT MERZ. Terms of Use | Report a map error



Appendix C

C

**PENRITH
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PLANNING CERTIFICATE UNDER SECTION 149

Environmental Planning and Assessment Act, 1979

Property No:	451479	Issue Date:	21/06/2016
Your Reference:	37389598:61100694 URGENT Fax	Certificate No:	16/02994
Contact No.	1300 730 000	Receipt Date:	20/06/2016
		Receipt No:	2601866

Issued to: SAI Global
Level 3 355 Spencer Street
WEST MELBOURNE VIC 3003

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND Parish: CLAREMONT

Location: 46a OConnell Street CADDENS NSW 2747
Land Description: Lot 6 DP 593628

- PART 1 PRESCRIBED MATTERS -

In accordance with the provisions of Section 149(2) of the Act the following information is furnished in respect of the abovementioned land:

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPS

1(1) The name each environmental planning instrument that applies to the carrying out of development on the land:

Penrith Local Environmental Plan 2010, published 22nd September 2010, as amended, applies to the land.

Sydney Regional Environmental Plan No.9 - Extractive Industry (No.2), gazetted 15 September 1995, as amended, applies to the local government area of Penrith.

Sydney Regional Environmental Plan No. 20 - Hawkesbury-Nepean River (No. 2 - 1997), gazetted 7 November 1997, as amended, applies to the local government area of Penrith (except land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies).

The following State environmental planning policies apply to the land (subject to the exclusions noted below):

State Environmental Planning Policy No.1 - Development Standards. (Note: This policy does not apply to the land to which Penrith Local Environmental Plan 2010 or State Environmental Planning Policy (Western Sydney Employment Area) 2009 apply.)

State Environmental Planning Policy No.19 - Bushland in Urban Areas. (Note: This policy does not apply to certain land referred to in the National Parks and Wildlife Act 1974 and the Forestry Act 1916.)

State Environmental Planning Policy No.21 - Caravan Parks.

State Environmental Planning Policy No.30 - Intensive Agriculture.

State Environmental Planning Policy No.32 - Urban Consolidation (Redevelopment of Urban Land).

(Note: This policy does not apply to land identified as coastal protection, environmental protection, escarpment, floodway, natural hazard, non-urban, rural, rural residential, water catchment or wetland.)

PLANNING CERTIFICATE UNDER SECTION 149

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State Environmental Planning Policy No.33 - Hazardous and Offensive Development.
 State Environmental Planning Policy No.50 - Canal Estate Development. (Note: This policy does not apply to the land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies.
 State Environmental Planning Policy No.55 - Remediation of Land.
 State Environmental Planning Policy No.62 - Sustainable Aquaculture.
 State Environmental Planning Policy No.64 - Advertising and Signage.
 State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.
 State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).
 State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (Note: This policy applies to land within New South Wales that is land zoned primarily for urban purposes or land that adjoins land zoned primarily for urban purposes, but only as detailed in clause 4 of the policy.)
 State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.
 State Environmental Planning Policy (Major Development) 2005.
 State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.
 State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007.
 State Environmental Planning Policy (Infrastructure) 2007.
 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
 State Environmental Planning Policy (Affordable Rental Housing) 2009.
 State Environmental Planning Policy (State and Regional Development) 2011.

1(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:

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

Draft State Environmental Planning Policy (Infrastructure) Amendment (Shooting Ranges) 2013 applies to the land.

1(3) The name of each development control plan that applies to the carrying out of development on the land:

Penrith Development Control Plan 2014 applies to the land.

2 ZONING AND LAND USE UNDER RELEVANT LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

2(a)-(d) the identity of the zone; the purposes that may be carried out without development consent; the purposes that may not be carried out except with development consent; and the purposes that are prohibited within the zone. Any zone(s) applying to the land is/are listed below and/or in annexures.

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Environmental Planning and Assessment Act, 1979

(Note: If no zoning appears in this section see section 1(1) for zoning and land use details (under the Sydney Regional Environmental Plan or State Environmental Planning Policy that zones this property).)

**Zone R3 Medium Density Residential
(Penrith Local Environmental Plan 2010)**

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide for a concentration of housing with access to services and facilities.
- To enhance the essential character and identity of established residential areas.
- To ensure that a high level of residential amenity is achieved and maintained.
- To ensure that development reflects the desired future character and dwelling densities of the area.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing

4 Prohibited

Any development not specified in item 2 or 3

Additional information relating to Penrith Local Environmental Plan 2010

Note 1: Under the terms of Clause 2.4 of Penrith Local Environmental Plan 2010 development may be carried out on unzoned land only with development consent.

Note 2: Under the terms of Clause 2.6 of Penrith Local Environmental Plan 2010 land may be subdivided but only with development consent, except for the exclusions detailed in the clause.

Note 3: Under the terms of Clause 2.7 of Penrith Local Environmental Plan 2010 the demolition of a building or work may be carried out only with development consent.

Note 4: A temporary use may be permitted with development consent subject to the requirements of Clause 2.8 of Penrith Local Environmental Plan 2010.

PLANNING CERTIFICATE UNDER SECTION 149

Environmental Planning and Assessment Act, 1979

Note 5: Under the terms of Clause 4.1A of Penrith Local Environmental Plan 2010, despite any other provision of this plan, development consent must not be granted for dual occupancy on an internal lot in Zone R2 Low Density Residential.

Note 6: Under the terms of Clause 5.1 of Penrith Local Environmental Plan 2010 development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

Note 7: Under the terms of Clause 5.3 of Penrith Local Environmental Plan 2010 development consent may be granted to development of certain land for any purpose that may be carried out in an adjoining zone.

Note 8: Under the terms of Clause 5.9 of Penrith Local Environmental Plan 2010 trees or other vegetation subject to relevant sections of Penrith Development Control Plan 2014 must not be ringbarked, cut down, topped, lopped, removed, injured or wilfully destroyed without the authority conferred by a development consent or a Council permit.

Note 9: Under the terms of Clause 5.9AA of Penrith Local Environmental Plan 2010 (PLEP 2010) any tree or other vegetation that is not of a species or kind prescribed for the purposes of Clause 5.9 of PLEP 2010 by Penrith Development Control Plan 2014 may be ringbarked, cut down, topped, lopped, removed, injured or destroyed without development consent.

Note 10: Clause 5.10 of Penrith Local Environmental Plan 2010 details when development consent is required/not required in relation to heritage conservation.

Note 11: Under the terms of Clause 5.11 of Penrith Local Environmental Plan 2010 bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without development consent.

Note 12: Under the terms of Clause 7.1 of Penrith Local Environmental Plan 2010 (PLEP 2010) development consent is required for earthworks unless the work is exempt development under PLEP 2010 or another applicable environmental planning instrument, or the work is ancillary to other development for which development consent has been given.

Note 13: Sex services premises and restricted premises may only be permitted subject to the requirements of Clause 7.23 of Penrith Local Environmental Plan 2010.

2(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:

(Information is provided in this section only if 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.)

PLANNING CERTIFICATE UNDER SECTION 149

Environmental Planning and Assessment Act, 1979

2(f) whether the land includes or comprises critical habitat:

(Information is provided in this section only if the land includes or comprises critical habitat.)

2(g) whether the land is in a conservation area (however described):

(Information is provided in this section only if the land is in a conservation area (however described).)

2(h) whether an item of environmental heritage (however described) is situated on the land:

(Information is provided in this section only if an item of environmental heritage (however described) is situated on the land.)

***2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY
(SYDNEY REGION GROWTH CENTRES) 2006***

(Information is provided in this section only if the land is within any zone under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.)

3 COMPLYING DEVELOPMENT***GENERAL HOUSING CODE***

(The General Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the General Housing Code may be carried out on the land if the land is within one of the abovementioned zones.

RURAL HOUSING CODE

(The Rural Housing Code only applies if the land is within Zones RU1, RU2, RU3, RU4, RU6 or R5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Rural Housing Code may be carried out on the land if the land is within one of the abovementioned zones.

HOUSING ALTERATIONS CODE

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

GENERAL DEVELOPMENT CODE

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

**PENRITH
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PLANNING CERTIFICATE UNDER SECTION 149

Environmental Planning and Assessment Act, 1979

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development under the Commercial and Industrial Alterations Code may be carried out on the land.

SUBDIVISIONS CODE

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

DEMOLITION CODE

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

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

(The Commercial and Industrial (New Buildings and Additions) Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Commercial and Industrial (New Buildings and Alterations) Code may be carried out on the land if the land is within one of the abovementioned zones.

FIRE SAFETY CODE

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

(NOTE: (1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with particular reference to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) Penrith Local Environmental Plan 2010 (if it applies to the land) contains additional complying development not specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

4 *COASTAL PROTECTION*

The land is not affected by the operation of sections 38 or 39 of the Coastal Protection Act 1979, to the extent that council has been so notified by the Department of Public Works.

5 *MINE SUBSIDENCE*

The land is not proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

PLANNING CERTIFICATE UNDER SECTION 149

Environmental Planning and Assessment Act, 1979

6 ROAD WIDENING AND ROAD REALIGNMENT

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

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

7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS**(a) Council Policies**

The land is affected by the Asbestos Policy adopted by Council.

The land is not affected by any other policy adopted 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).

(b) Other Public Authority Policies

The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.

The land is not affected by a policy 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, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) if such uses are permissible on the land. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

(2) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for any other purpose not referred to in (1) above. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

8 LAND RESERVED FOR ACQUISITION

No 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 27 of the Act.

PLANNING CERTIFICATE UNDER SECTION 149
Environmental Planning and Assessment Act, 1979**9 CONTRIBUTIONS PLANS**

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith.

The Penrith City Local Open Space Development Contributions Plan 2007 applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, Sydney Regional Environmental Plan No. 30 - St Marys, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park). See

[http://www.penrithcity.nsw.gov.au/uploadedFiles/Content/Website/Our_Services/Planning_and_Development/Planning_Zoning_Information/Local_Planning_Documents/LocalOpenSpaceDCP\(1\).pdf](http://www.penrithcity.nsw.gov.au/uploadedFiles/Content/Website/Our_Services/Planning_and_Development/Planning_Zoning_Information/Local_Planning_Documents/LocalOpenSpaceDCP(1).pdf)

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

The Werrington Enterprise Living and Learning (WELL) Precinct - Development Contributions Plan 2008 applies to the land.

9A BIODIVERSITY CERTIFIED LAND

(Information is provided in this section only if the land is biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*.)

10 BIOBANKING AGREEMENTS

(Information is provided in this section only if Council has been notified by the Director-General of the Department of Environment, Climate Change and Water that the land is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates.)

11 BUSH FIRE PRONE LAND

Some of the land is identified as bush fire prone land according to Council records. Guidance as to restrictions that may be placed on the land as a result of the land being bush fire prone can be obtained by contacting Council. Such advice would be subject to further requirements of the NSW Rural Fire Services.

12 PROPERTY VEGETATION PLANS

(Information is provided in this section only if Council has been notified that the land is land to which a property vegetation plan under the Native Vegetation Act 2003 applies.)

PLANNING CERTIFICATE UNDER SECTION 149

Environmental Planning and Assessment Act, 1979

13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

(Information is provided in this section only if Council has been notified that 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.)

14 DIRECTIONS UNDER PART 3A

(Information is provided in this section only 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 a project or a stage of a project on the land under Part 4 of the Act does not have effect.)

15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (seniors housing), of which the council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.)

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

(Information is provided in this section only if there is a valid site compatibility certificate (infrastructure), of which council is aware, in respect of proposed development on the land.)

17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed as a condition of consent to a development application in respect of the land.)

PLANNING CERTIFICATE UNDER SECTION 149

Environmental Planning and Assessment Act, 1979

18 PAPER SUBDIVISION INFORMATION

(Information is provided in this section only if a development plan adopted by a relevant authority applies to the land or is proposed to be subject to a consent ballot, or a subdivision order applies to the land.)

19 SITE VERIFICATION CERTIFICATES

(Information is provided in this section only if there is a current site verification certificate, of which council is aware, in respect of the land.)

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) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)

(b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)

(c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)

(d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)

(e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 – a copy of which has been provided to Council.)

Note: Section 149(5) information for this property may contain additional information regarding contamination issues.

Note: The Environmental Planning and Assessment Amendment Act 1997 commenced operation on the 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998 and Environmental Planning and Assessment Regulation 2000.

Information is provided only to the extent that Council has been notified by the relevant government departments.

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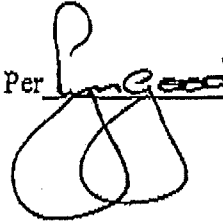
PLANNING CERTIFICATE UNDER SECTION 149

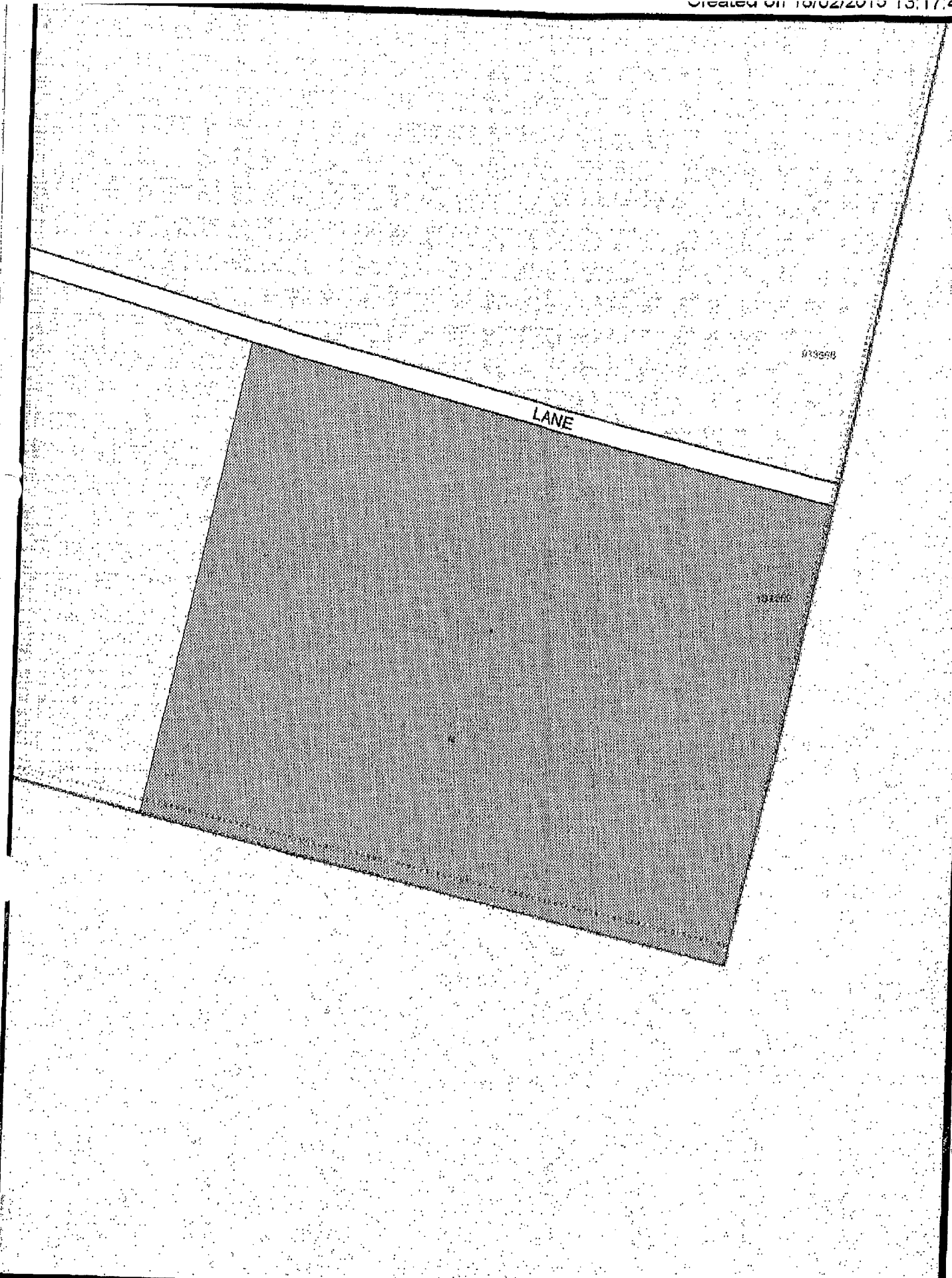
Environmental Planning and Assessment Act, 1979

Note: This is a certificate under section 149(2) of the Environmental Planning and Assessment Act, 1979 and is only provided in accordance with that section of the Act.

Further information relating to the subject property can be provided under section 149(5) of the Act. If such further information is required Council indicates that a full certificate under sections 149(2) and 149(5) should be applied for. Contact Council for details as to obtaining the additional information.

**Alan Stoneham
General Manager**

Per  _____



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

Annexure E
Private Laneway

DP 1103503

Registered: 19.9.2006
Title System: OLD SYSTEM
Purpose: LIMITED FOLIO CREATION
Ref. Map: U7360-72
Last Plan: DP111110

PLAN OF LAND COMPRISED IN
DEED BK. 2718 NO. 927
BEING LOT 3 OF MOLLOYS DIVISION

Lengths are in metres. Reduction Ratio: NTS

Sheet 1 of 1 sheets

L.G.A.: PENRITH

LOCALITY: KINGSWOOD

PARISH: CLAREMONT

COUNTY: CUMBERLAND

THIS PLAN WAS PREPARED SOLELY TO
IDENTIFY THE LAND IN THE ABOVE DEED

AND THE BOUNDARIES HAVE NOT BEEN
INVESTIGATED BY THE REGISTRAR GENERAL

THIS PLAN IS NOT A CURRENT PLAN IN TERMS OF
S/7A CONVEYANCING ACT 1919.

LPI Ref.: TC02/15

1 DP 866081

PRIVATE LANE 10.06 WIDE

ELY 265.14

NLY 221.28

3

5.665 ha

ELY 214.65

6

DP 593628

WLY 265.14

14

DP 850402

O'CONNELL ST

Reg:R026141 /Doc:DP 1103503 P /Rev:12-SEP-2006 /Sta:BC.0R /Prt:18-SEP-2015 12:45 /Xg:AL1 /Seq:1 of 1

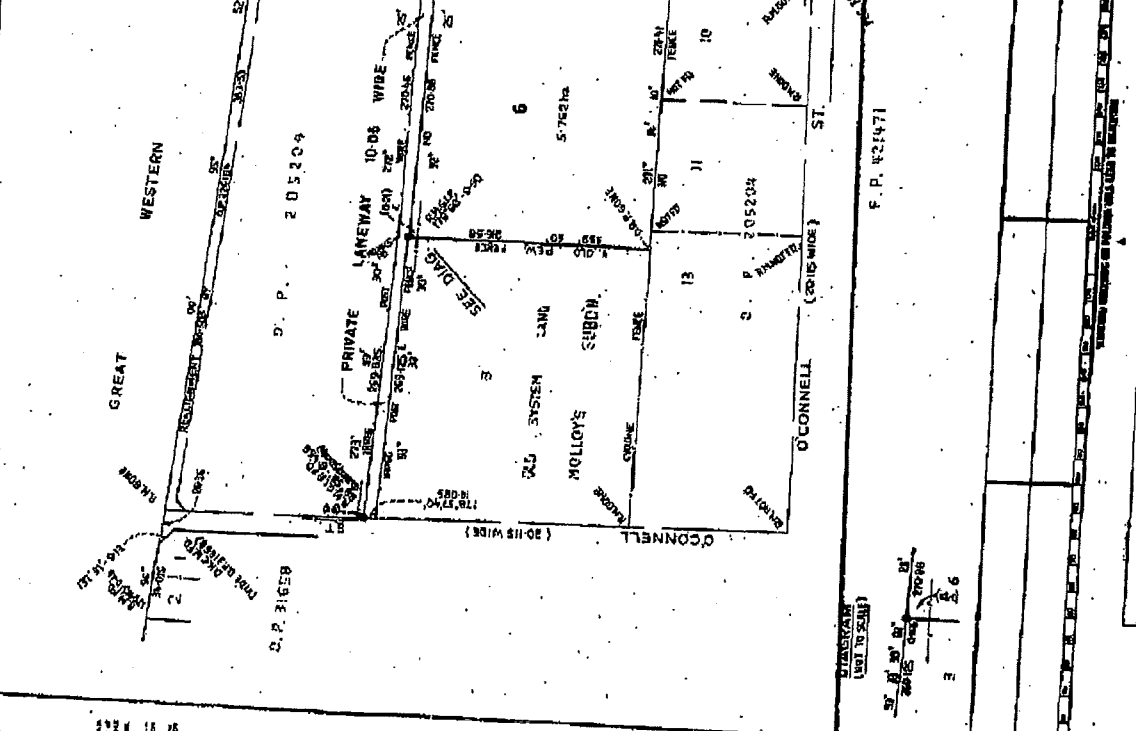
D.R. 593628
 0 1 7 1 0 0 N
 0523238

The Owner: OLD SYSTEM
 Project: PASSENGER
 File No: 17760-7E
 Lot Plan:

ALL OF LOT 6 OF
 MOLLOY'S SUBDIVISION
 OF LOTS 28 & 29 OF
 SCORNELLI ESTATE (OPINION
 RE: UNLAWFUL ENCROACHMENT)
 Revision No. 1, 2500

Name: PENRITH
 Address: KINGSWOOD
 Locality: CLAREMONT
 State: CUMBERLAND

ANTHONY RICHARD ALLEN & BRUCE
 185 ELIZABETH ST SYDNEY
 NSW 2000
 (Telephone: 955 1111)
 This plan is submitted for registration under the provisions of the Real Estate Act 1908 and the Real Estate (Conveyancing) Act 1919.



G.P.S. 205204
 PRIVATE LANEWAY 10-06 WIDE
 SEE DIAG. 10-06 WIDE
 GREAT WESTERN HIGHWAY
 O'CONNELL ST.
 F.P. 402471
 6331E 03
 38776

CONVEYOR'S CERTIFICATE
 I, the undersigned, being a duly qualified Conveyancer, do hereby certify that the above is a true and correct copy of the plan as submitted to me for registration.

This plan is subject to the provisions of the Real Estate Act 1908 and the Real Estate (Conveyancing) Act 1919.

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PLANNING CERTIFICATE UNDER SECTION 149

Environmental Planning and Assessment Act, 1979

Property No:	783176	Issue Date:	21/06/2016
Your Reference:	37389332:61100388 URGENT Fax	Certificate No:	16/02993
Contact No.	1300 730 000	Receipt Date:	20/06/2016
		Receipt No:	2601864

Issued to: SAI Global
Level 3 355 Spencer Street
WEST MELBOURNE VIC 3003

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND Parish: CLAREMONT

Location: 46-66 OConnell Street CADDENS NSW 2747
Land Description: Lot 3 DP 1103503

- PART 1 PRESCRIBED MATTERS -

In accordance with the provisions of Section 149(2) of the Act the following information is furnished in respect of the abovementioned land:

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

1(1) The name each environmental planning instrument that applies to the carrying out of development on the land:

Penrith Local Environmental Plan 2010, published 22nd September 2010, as amended, applies to the land.

Sydney Regional Environmental Plan No.9 - Extractive Industry (No.2), gazetted 15 September 1995, as amended, applies to the local government area of Penrith.

Sydney Regional Environmental Plan No. 20 - Hawkesbury-Nepean River (No. 2 - 1997), gazetted 7 November 1997, as amended, applies to the local government area of Penrith (except land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies).

The following State environmental planning policies apply to the land (subject to the exclusions noted below):

State Environmental Planning Policy No.1 - Development Standards. (Note: This policy does not apply to the land to which Penrith Local Environmental Plan 2010 or State Environmental Planning Policy (Western Sydney Employment Area) 2009 apply.)

State Environmental Planning Policy No.19 - Bushland in Urban Areas. (Note: This policy does not apply to certain land referred to in the National Parks and Wildlife Act 1974 and the Forestry Act 1916.)

State Environmental Planning Policy No.21 - Caravan Parks.

State Environmental Planning Policy No.30 - Intensive Agriculture.

State Environmental Planning Policy No.32 - Urban Consolidation (Redevelopment of Urban Land). (Note: This policy does not apply to land identified as coastal protection, environmental protection, escarpment, floodway, natural hazard, non-urban, rural, rural residential, water catchment or wetland.)

PLANNING CERTIFICATE UNDER SECTION 149

Environmental Planning and Assessment Act, 1979

State Environmental Planning Policy No.33 - Hazardous and Offensive Development.
 State Environmental Planning Policy No.50 - Canal Estate Development. (Note: This policy does not apply to the land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies.
 State Environmental Planning Policy No.55 - Remediation of Land.
 State Environmental Planning Policy No.62 - Sustainable Aquaculture.
 State Environmental Planning Policy No.64 - Advertising and Signage.
 State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.
 State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).
 State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (Note: This policy applies to land within New South Wales that is land zoned primarily for urban purposes or land that adjoins land zoned primarily for urban purposes, but only as detailed in clause 4 of the policy.)
 State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.
 State Environmental Planning Policy (Major Development) 2005.
 State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.
 State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007.
 State Environmental Planning Policy (Infrastructure) 2007.
 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
 State Environmental Planning Policy (Affordable Rental Housing) 2009.
 State Environmental Planning Policy (State and Regional Development) 2011.

1(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:

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

Draft State Environmental Planning Policy (Infrastructure) Amendment (Shooting Ranges) 2013 applies to the land.

1(3) The name of each development control plan that applies to the carrying out of development on the land:

Penrith Development Control Plan 2014 applies to the land.

2 ZONING AND LAND USE UNDER RELEVANT LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

2(a)-(d) the identity of the zone; the purposes that may be carried out without development consent; the purposes that may not be carried out except with development consent; and the purposes that are prohibited within the zone. Any zone(s) applying to the land is/are listed below and/or in annexures.

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Environmental Planning and Assessment Act, 1979

(Note: If no zoning appears in this section see section 1(1) for zoning and land use details (under the Sydney Regional Environmental Plan or State Environmental Planning Policy that zones this property).)

Zone B2 Local Centre (Penrith Local Environmental Plan 2010)

1 Objectives of zone

- To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.
- To encourage employment opportunities in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.
- To provide retail facilities for the local community commensurate with the centre's role in the local and regional retail hierarchy.
- To ensure that future housing does not detract from the economic and employment functions of a centre.
- To ensure that development reflects the desired future character and dwelling densities of the area.

2 Permitted without consent

Home occupations

3 Permitted with consent

Boarding houses; Building identification signs; Business identification signs; Car parks; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Flood mitigation works; Function centres; Home businesses; Home industries; Information and education facilities; Medical centres; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Tourist and visitor accommodation;

4 Prohibited

Any development not specified in item 2 or 3

Zone R3 Medium Density Residential (Penrith Local Environmental Plan 2010)

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide for a concentration of housing with access to services and facilities.
- To enhance the essential character and identity of established residential areas.
- To ensure that a high level of residential amenity is achieved and maintained.

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Environmental Planning and Assessment Act, 1979

- To ensure that development reflects the desired future character and dwelling densities of the area.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing

4 Prohibited

Any development not specified in item 2 or 3

Additional information relating to Penrith Local Environmental Plan 2010

Note 1: Under the terms of Clause 2.4 of Penrith Local Environmental Plan 2010 development may be carried out on unzoned land only with development consent.

Note 2: Under the terms of Clause 2.6 of Penrith Local Environmental Plan 2010 land may be subdivided but only with development consent, except for the exclusions detailed in the clause.

Note 3: Under the terms of Clause 2.7 of Penrith Local Environmental Plan 2010 the demolition of a building or work may be carried out only with development consent.

Note 4: A temporary use may be permitted with development consent subject to the requirements of Clause 2.8 of Penrith Local Environmental Plan 2010.

Note 5: Under the terms of Clause 4.1A of Penrith Local Environmental Plan 2010, despite any other provision of this plan, development consent must not be granted for dual occupancy on an internal lot in Zone R2 Low Density Residential.

Note 6: Under the terms of Clause 5.1 of Penrith Local Environmental Plan 2010 development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

Note 7: Under the terms of Clause 5.3 of Penrith Local Environmental Plan 2010 development consent may be granted to development of certain land for any purpose that may be carried out in an adjoining zone.

Note 8: Under the terms of Clause 5.9 of Penrith Local Environmental Plan 2010 trees or other vegetation subject to relevant sections of Penrith Development Control Plan 2014 must not be ringbarked, cut down, topped, lopped, removed, injured or wilfully destroyed without the authority conferred by a development consent or a Council permit.

PLANNING CERTIFICATE UNDER SECTION 149

Environmental Planning and Assessment Act, 1979

Note 9: Under the terms of Clause 5.9AA of Penrith Local Environmental Plan 2010 (PLEP 2010) any tree or other vegetation that is not of a species or kind prescribed for the purposes of Clause 5.9 of PLEP 2010 by Penrith Development Control Plan 2014 may be ringbarked, cut down, topped, lopped, removed, injured or destroyed without development consent.

Note 10: Clause 5.10 of Penrith Local Environmental Plan 2010 details when development consent is required/not required in relation to heritage conservation.

Note 11: Under the terms of Clause 5.11 of Penrith Local Environmental Plan 2010 bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without development consent.

Note 12: Under the terms of Clause 7.1 of Penrith Local Environmental Plan 2010 (PLEP 2010) development consent is required for earthworks unless the work is exempt development under PLEP 2010 or another applicable environmental planning instrument, or the work is ancillary to other development for which development consent has been given.

Note 13: Sex services premises and restricted premises may only be permitted subject to the requirements of Clause 7.23 of Penrith Local Environmental Plan 2010.

2(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:

(Information is provided in this section only if 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.)

2(f) whether the land includes or comprises critical habitat:

(Information is provided in this section only if the land includes or comprises critical habitat.)

2(g) whether the land is in a conservation area (however described):

(Information is provided in this section only if the land is in a conservation area (however described).)

2(h) whether an item of environmental heritage (however described) is situated on the land:

(Information is provided in this section only if an item of environmental heritage (however described) is situated on the land.)

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PLANNING CERTIFICATE UNDER SECTION 149

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**2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY
(SYDNEY REGION GROWTH CENTRES) 2006**

(Information is provided in this section only if the land is within any zone under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.)

3 COMPLYING DEVELOPMENT

GENERAL HOUSING CODE

(The General Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the General Housing Code may be carried out on the land if the land is within one of the abovementioned zones.

RURAL HOUSING CODE

(The Rural Housing Code only applies if the land is within Zones RU1, RU2, RU3, RU4, RU6 or R5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Rural Housing Code may be carried out on the land if the land is within one of the abovementioned zones.

HOUSING ALTERATIONS CODE

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

GENERAL DEVELOPMENT CODE

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

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development under the Commercial and Industrial Alterations Code may be carried out on the land.

SUBDIVISIONS CODE

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

DEMOLITION CODE

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

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Environmental Planning and Assessment Act, 1979

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

(The Commercial and Industrial (New Buildings and Additions) Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Commercial and Industrial (New Buildings and Alterations) Code may be carried out on the land if the land is within one of the abovementioned zones.

FIRE SAFETY CODE

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

(NOTE: (1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with particular reference to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) Penrith Local Environmental Plan 2010 (if it applies to the land) contains additional complying development not specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

4 COASTAL PROTECTION

The land is not affected by the operation of sections 38 or 39 of the Coastal Protection Act 1979, to the extent that council has been so notified by the Department of Public Works.

5 MINE SUBSIDENCE

The land is not proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

6 ROAD WIDENING AND ROAD REALIGNMENT

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

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

7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(a) Council Policies

The land is affected by the Asbestos Policy adopted by Council.

The land is not affected by any other policy adopted 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).

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PLANNING CERTIFICATE UNDER SECTION 149

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(b) Other Public Authority Policies

The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.

The land is not affected by a policy 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, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) if such uses are permissible on the land. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

(2) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for any other purpose not referred to in (1) above. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

8 LAND RESERVED FOR ACQUISITION

No 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 27 of the Act.

9 CONTRIBUTIONS PLANS

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith.

The Penrith City Local Open Space Development Contributions Plan 2007 applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, Sydney Regional Environmental Plan No. 30 - St Marys, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park). See

[http://www.penrithcity.nsw.gov.au/uploadedFiles/Content/Website/Our_Services/Planning_and_Development/Planning_Zoning_Information/Local_Planning_Documents/LocalOpenSpaceDCP\(1\).pdf](http://www.penrithcity.nsw.gov.au/uploadedFiles/Content/Website/Our_Services/Planning_and_Development/Planning_Zoning_Information/Local_Planning_Documents/LocalOpenSpaceDCP(1).pdf)

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

PLANNING CERTIFICATE UNDER SECTION 149
Environmental Planning and Assessment Act, 1979

The Werrington Enterprise Living and Learning (WELL) Precinct - Development Contributions Plan 2008 applies to the land.

9A BIODIVERSITY CERTIFIED LAND

(Information is provided in this section only if the land is biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*.)

10 BIOBANKING AGREEMENTS

(Information is provided in this section only if Council has been notified by the Director-General of the Department of Environment, Climate Change and Water that the land is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates.)

11 BUSH FIRE PRONE LAND

All of the land is identified as bush fire prone land according to Council records. Guidance as to restrictions that may be placed on the land as a result of the land being bush fire prone can be obtained by contacting Council. Such advice would be subject to further requirements of the NSW Rural Fire Services.

12 PROPERTY VEGETATION PLANS

(Information is provided in this section only if Council has been notified that the land is land to which a property vegetation plan under the Native Vegetation Act 2003 applies.)

13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

(Information is provided in this section only if Council has been notified that 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.)

14 DIRECTIONS UNDER PART 3A

(Information is provided in this section only 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 a project or a stage of a project on the land under Part 4 of the Act does not have effect.)

PLANNING CERTIFICATE UNDER SECTION 149

Environmental Planning and Assessment Act, 1979

15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (seniors housing), of which the council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.)

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

(Information is provided in this section only if there is a valid site compatibility certificate (infrastructure), of which council is aware, in respect of proposed development on the land.)

17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed as a condition of consent to a development application in respect of the land.)

18 PAPER SUBDIVISION INFORMATION

(Information is provided in this section only if a development plan adopted by a relevant authority applies to the land or is proposed to be subject to a consent ballot, or a subdivision order applies to the land.)

19 SITE VERIFICATION CERTIFICATES

(Information is provided in this section only if there is a current site verification certificate, of which council is aware, in respect of the land.)

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PLANNING CERTIFICATE UNDER SECTION 149

Environmental Planning and Assessment Act, 1979

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) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)
- (b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)
- (c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)
- (d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)
- (e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 – a copy of which has been provided to Council.)

Note: Section 149(5) information for this property may contain additional information regarding contamination issues.

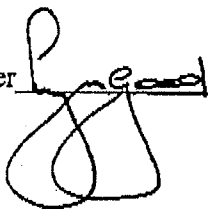
Note: The Environmental Planning and Assessment Amendment Act 1997 commenced operation on the 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998 and Environmental Planning and Assessment Regulation 2000.

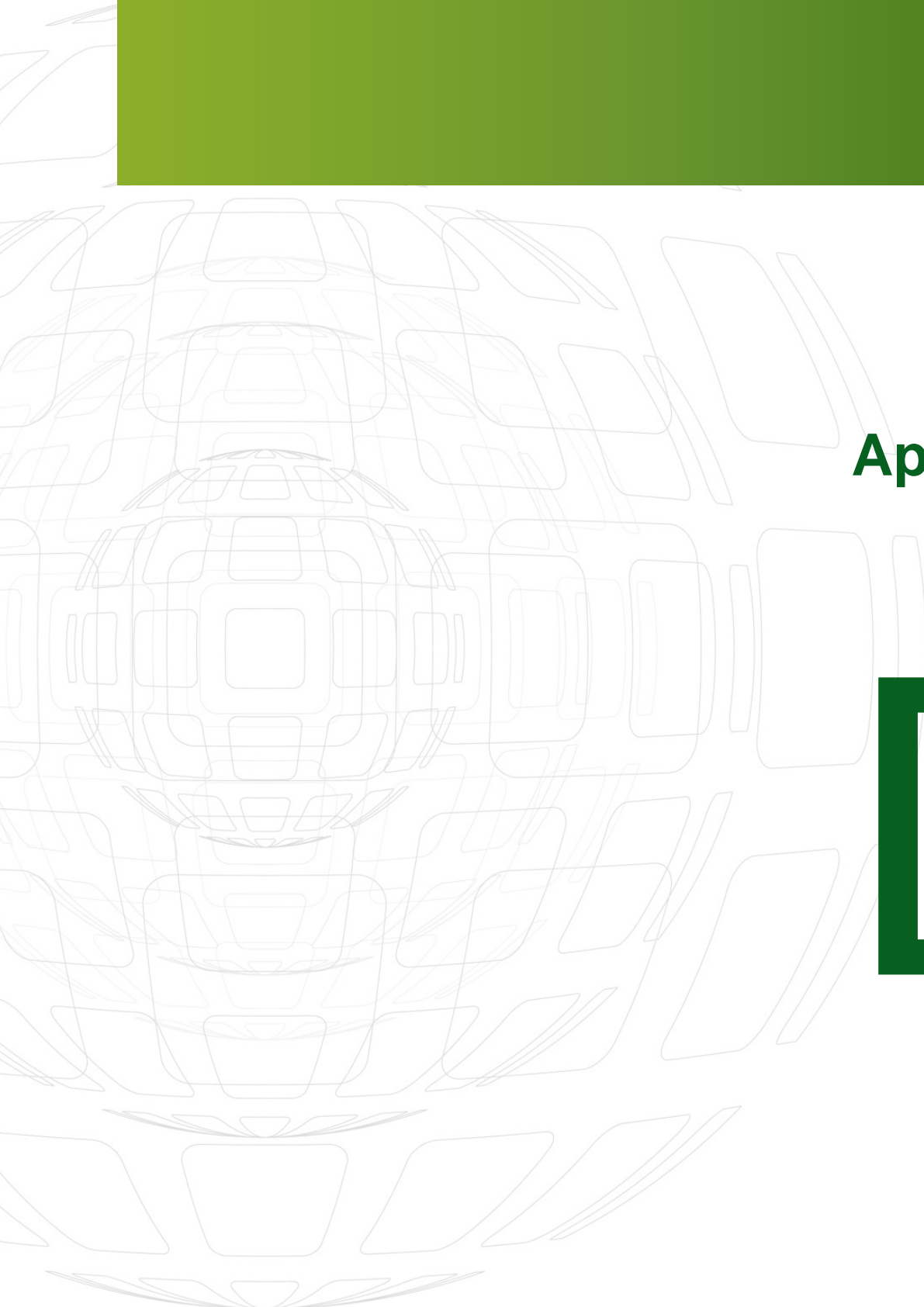
Information is provided only to the extent that Council has been notified by the relevant government departments.

Note: This is a certificate under section 149(2) of the Environmental Planning and Assessment Act, 1979 and is only provided in accordance with that section of the Act.

Further information relating to the subject property can be provided under section 149(5) of the Act. If such further information is required Council indicates that a full certificate under sections 149(2) and 149(5) should be applied for. Contact Council for details as to obtaining the additional information.

**Alan Stoneham
General Manager**

Per 



Appendix D

D



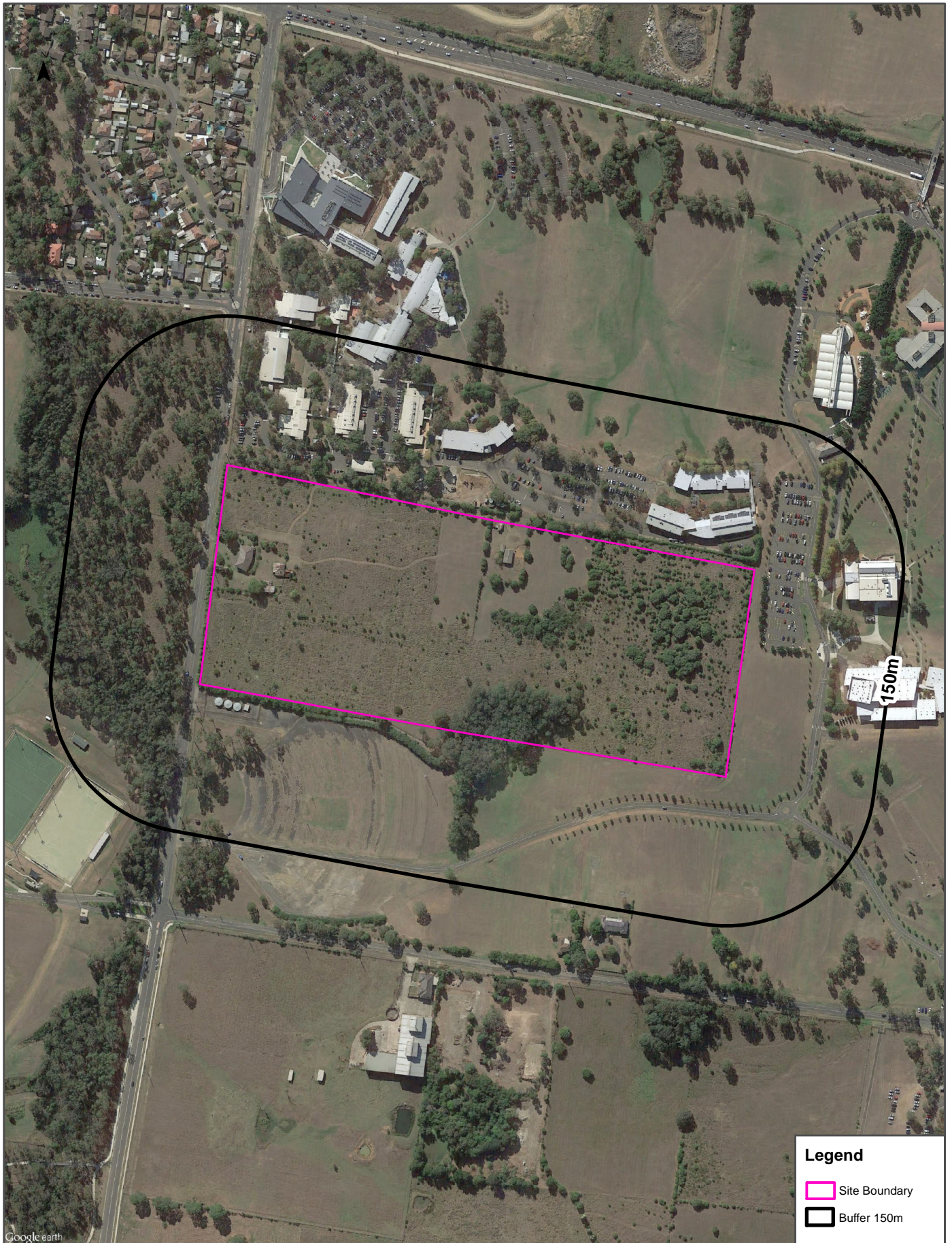
Aerial Imagery Report

46-66 & 46A O'Connell Street, Caddens, NSW 2747

Report Date: 24 Nov 2016



Aerial Imagery 2016

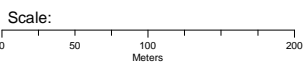
46-66 & 46A O'Connell Street, Caddens, NSW 2747



Google earth

Legend

-  Site Boundary
-  Buffer 150m



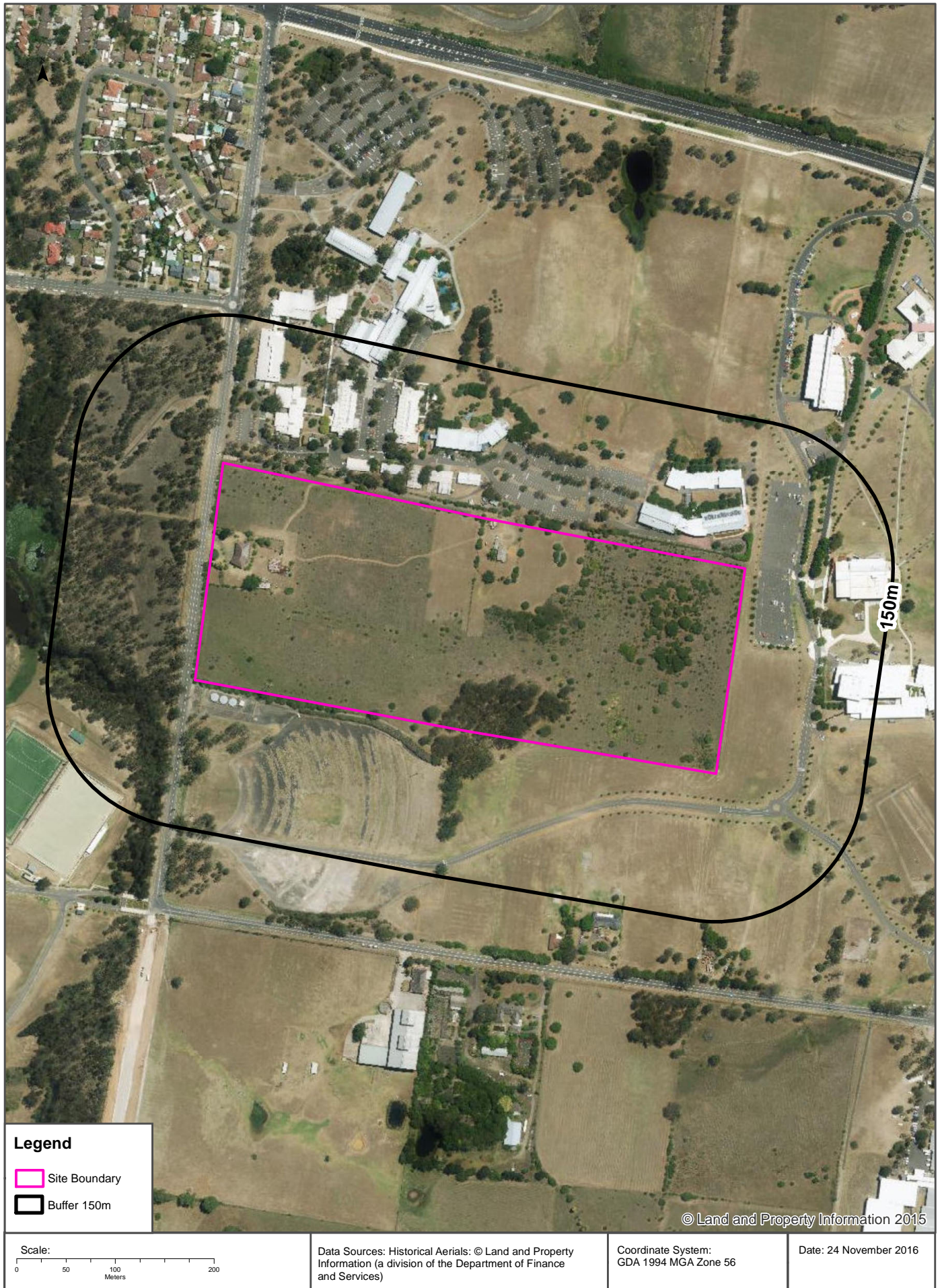
Data Sources: Aerial Imagery © 2016 Google Inc, used with permission. Google and the Google logo are registered trademarks of Google Inc.

Coordinate System:
GDA 1994 MGA Zone 56



Date: 23 November, 2016

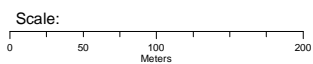
Aerial Imagery 2014

46-66 & 46A O'Connell Street, Caddens, NSW 2747



Legend

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-  Buffer 150m



Data Sources: Historical Aerials: © Land and Property Information (a division of the Department of Finance and Services)

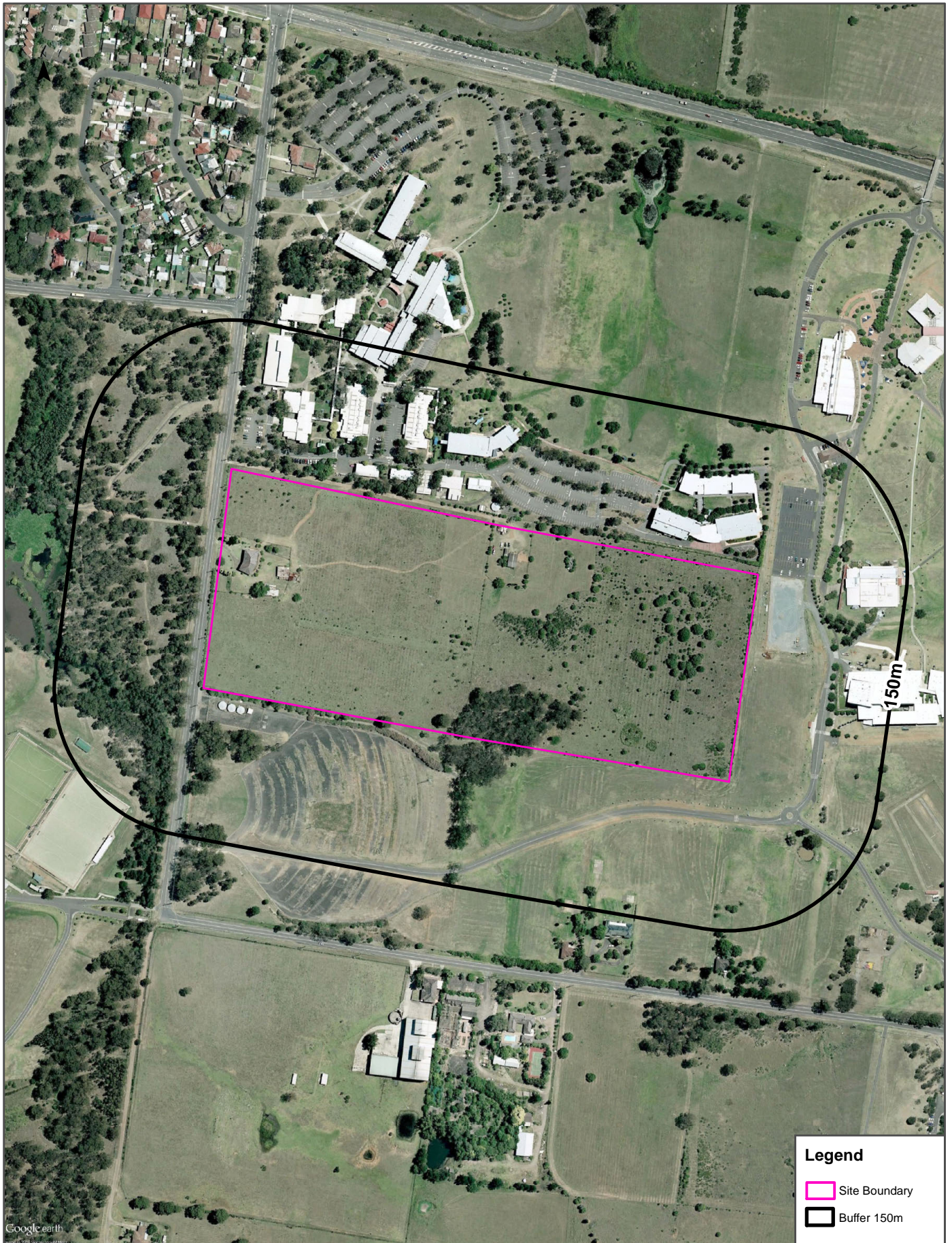
Coordinate System: GDA 1994 MGA Zone 56

Date: 24 November 2016

© Land and Property Information 2015

Aerial Imagery 2009

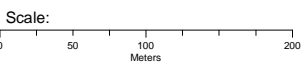
46-66 & 46A O'Connell Street, Caddens, NSW 2747



Legend

- Site Boundary
- Buffer 150m

Google earth



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Coordinate System: GDA 1994 MGA Zone 56

Date: 23 November, 2016



Aerial Imagery 2002

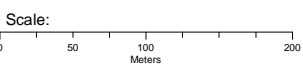
46-66 & 46A O'Connell Street, Caddens, NSW 2747



Google earth

Legend

-  Site Boundary
-  Buffer 150m



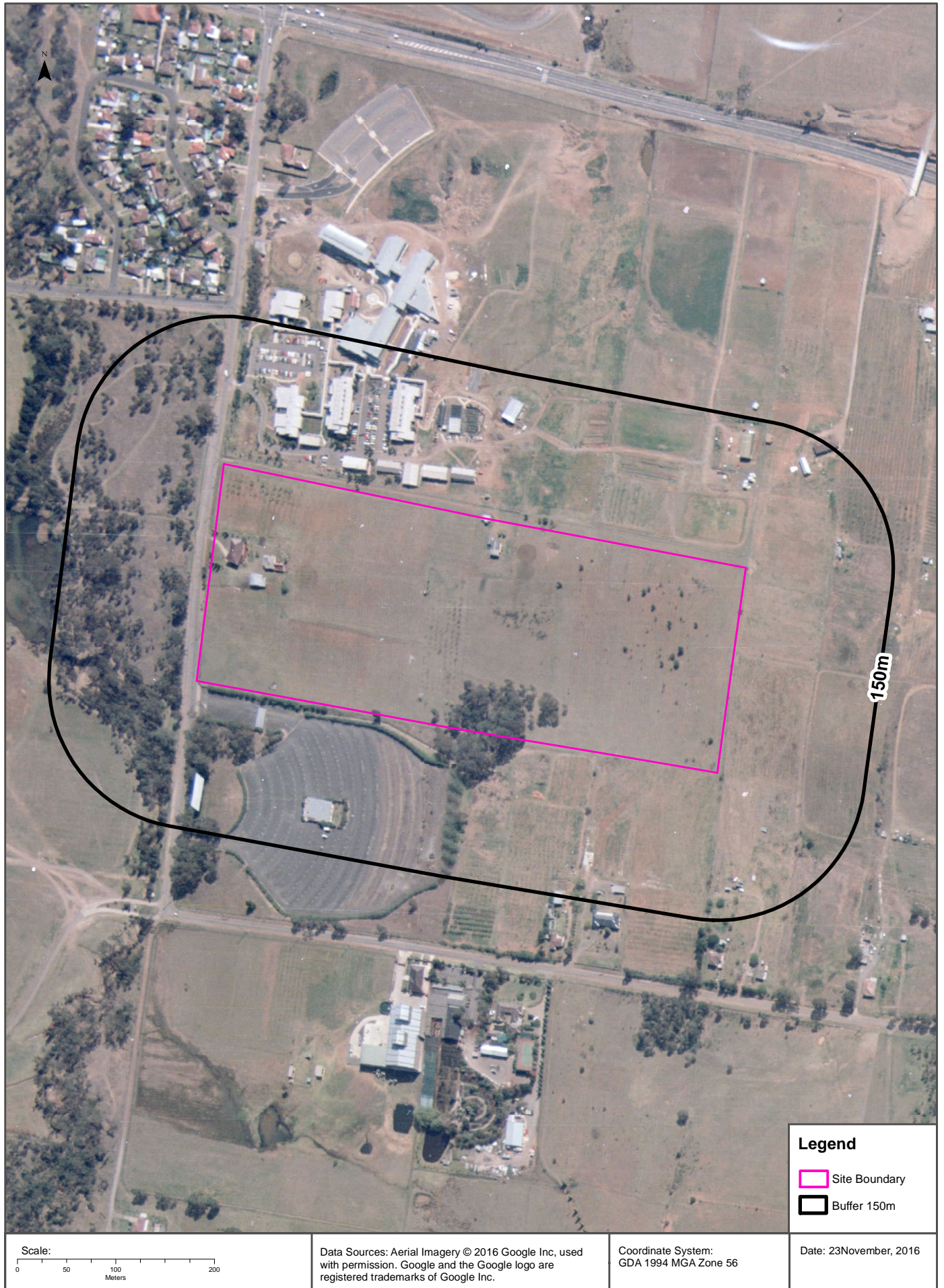
Data Sources: Aerial Imagery © 2016 Google Inc, used with permission. Google and the Google logo are registered trademarks of Google Inc.

Coordinate System: GDA 1994 MGA Zone 56

Date: 23 November, 2016

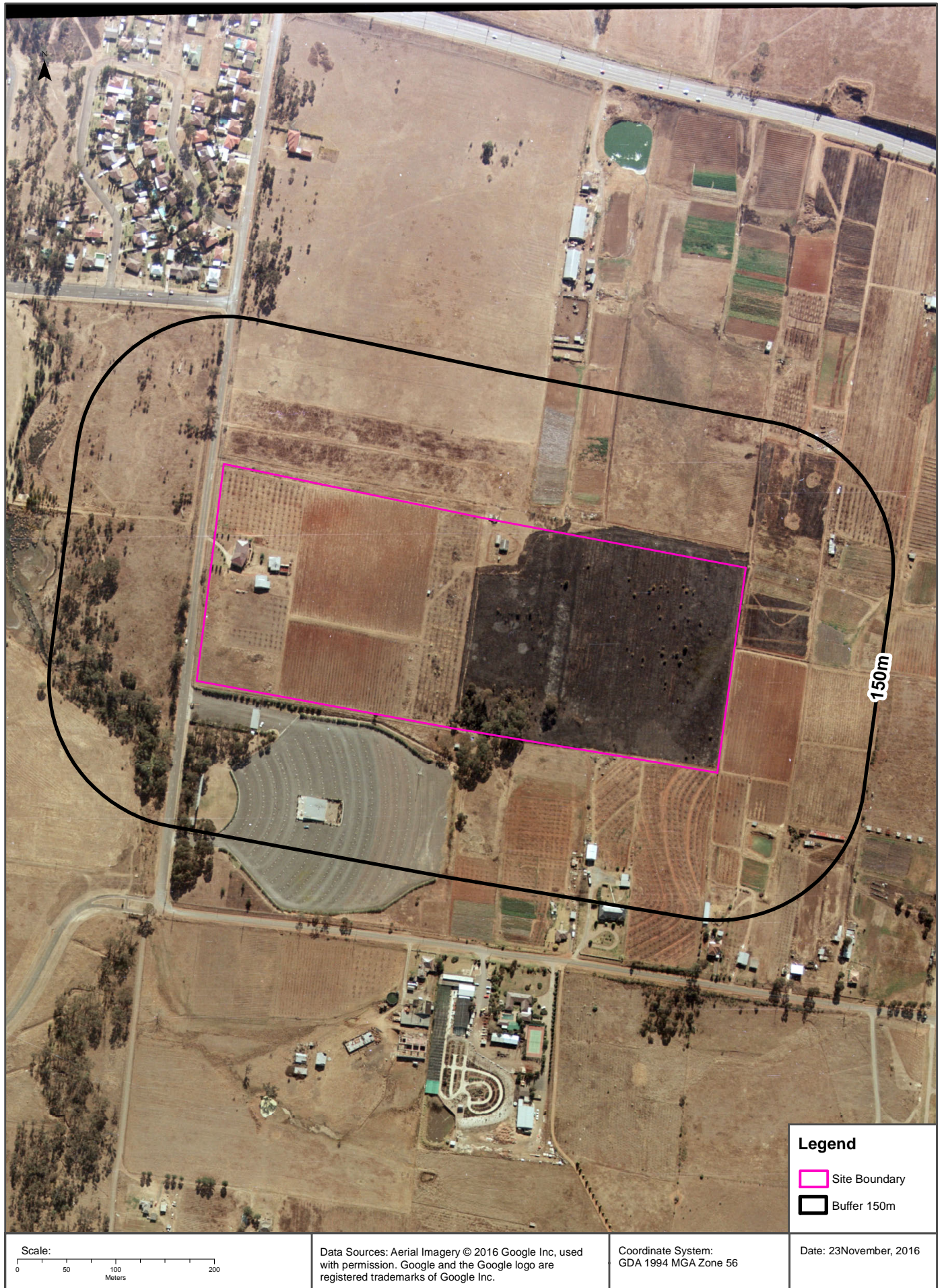
Aerial Imagery 1991

46-66 & 46A O'Connell Street, Caddens, NSW 2747



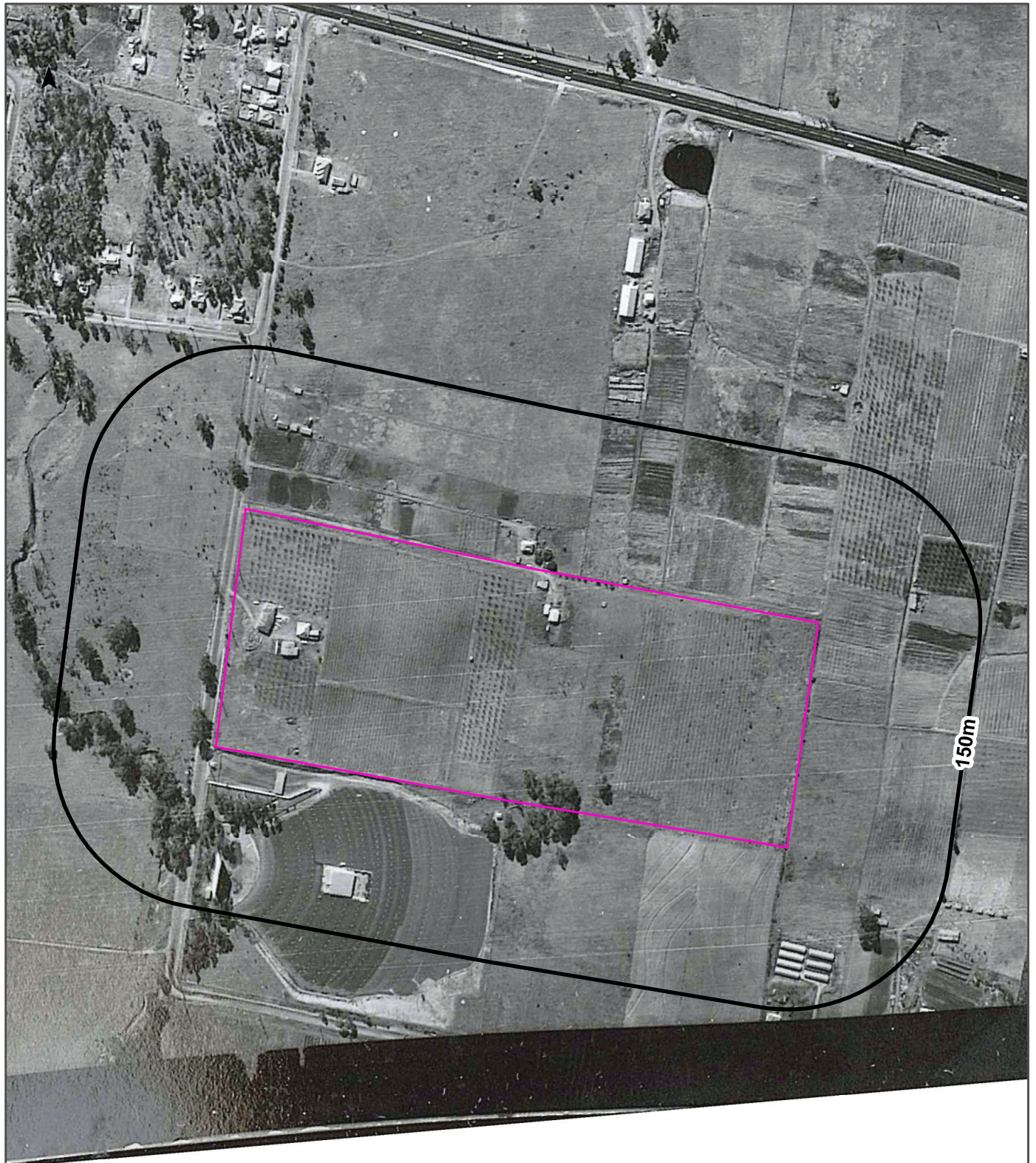
Aerial Imagery 1982

46-66 & 46A O'Connell Street, Caddens, NSW 2747





Aerial Imagery 1970

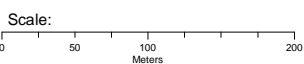
46-66 & 46A O'Connell Street, Caddens, NSW 2747



150m

Legend

-  Site Boundary
-  Buffer 150m



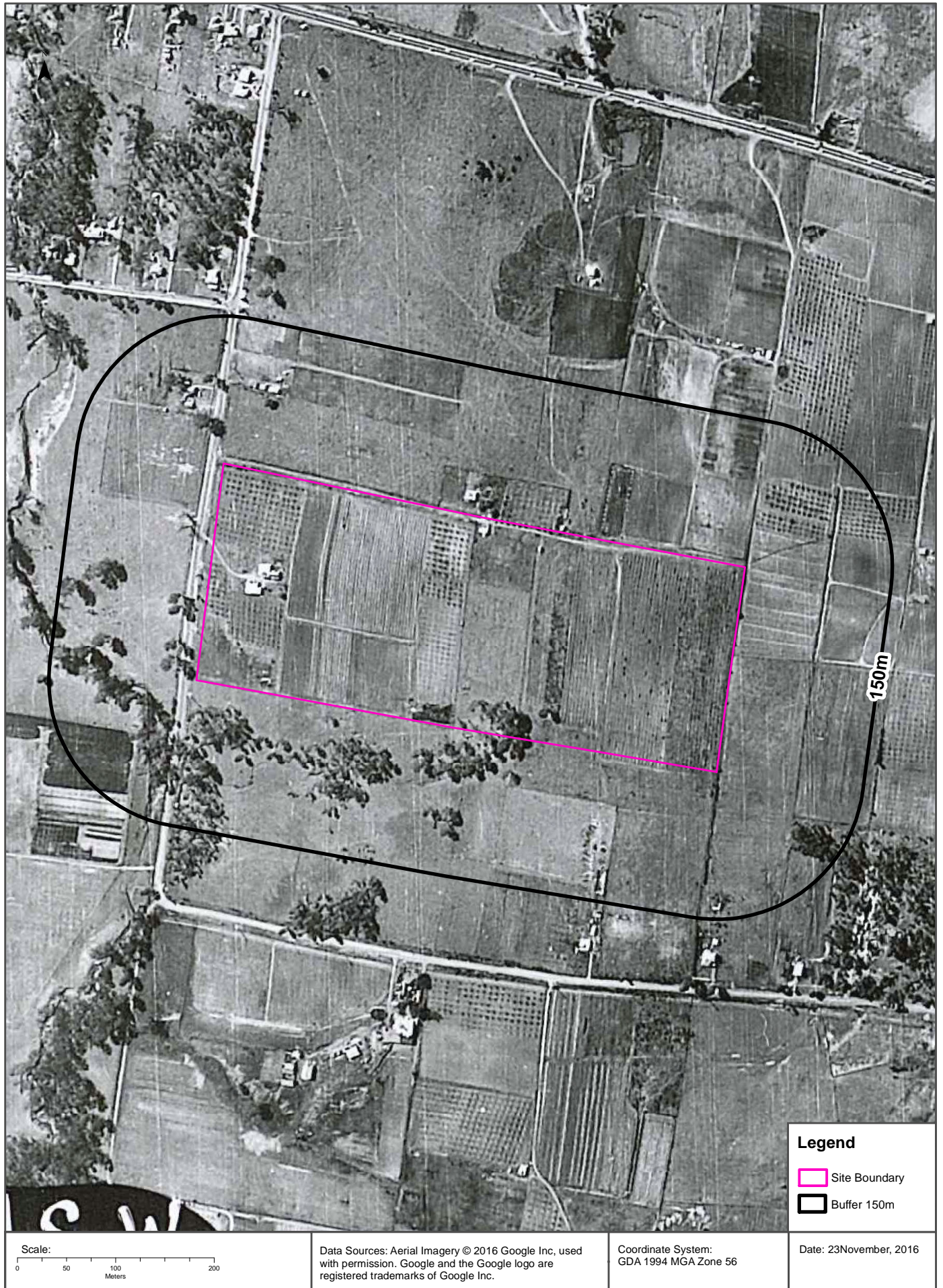
Data Sources: Aerial Imagery © 2016 Google Inc, used with permission. Google and the Google logo are registered trademarks of Google Inc.

Coordinate System:
GDA 1994 MGA Zone 56

Date: 23 November, 2016

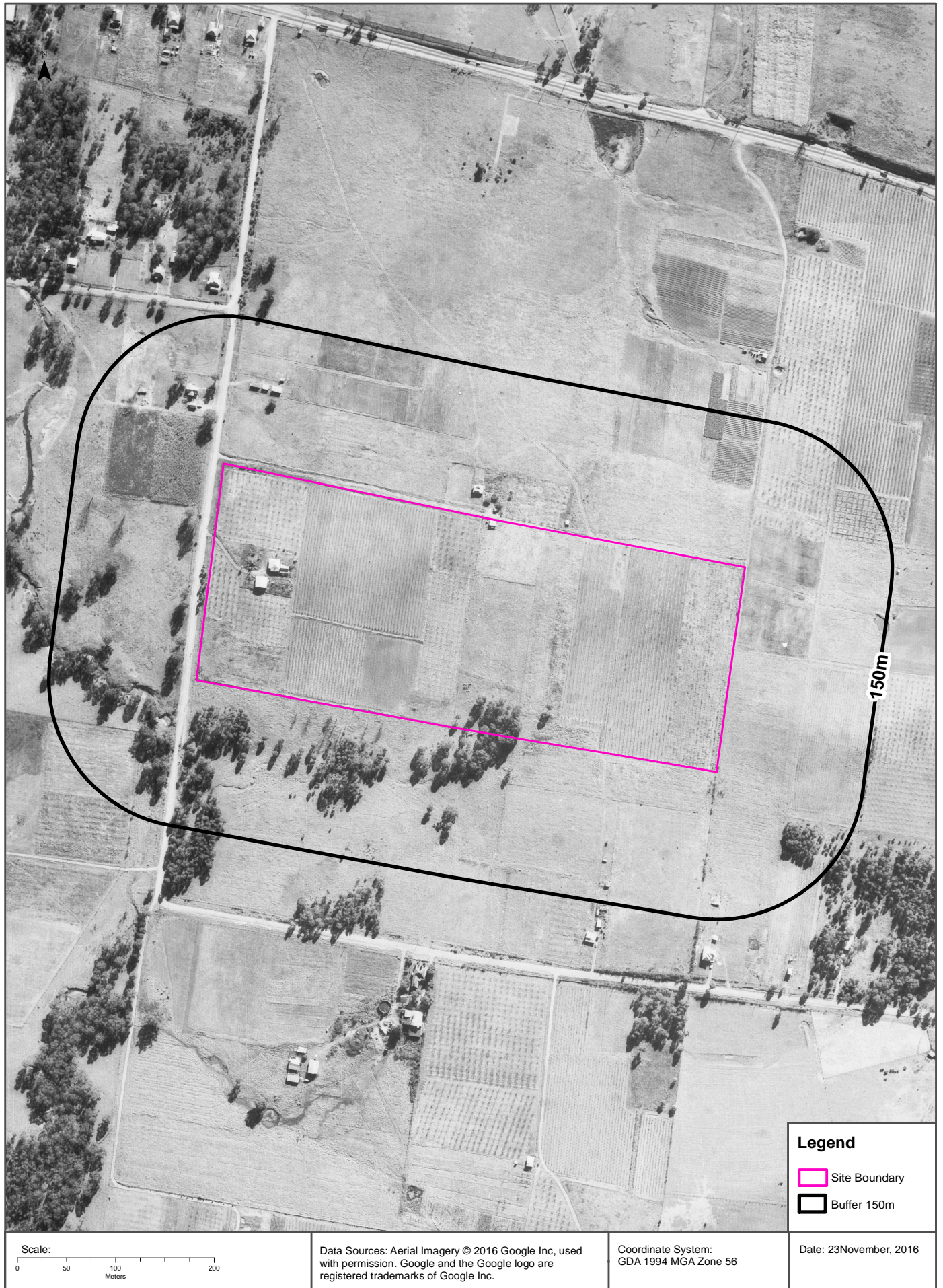
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46-66 & 46A O'Connell Street, Caddens, NSW 2747



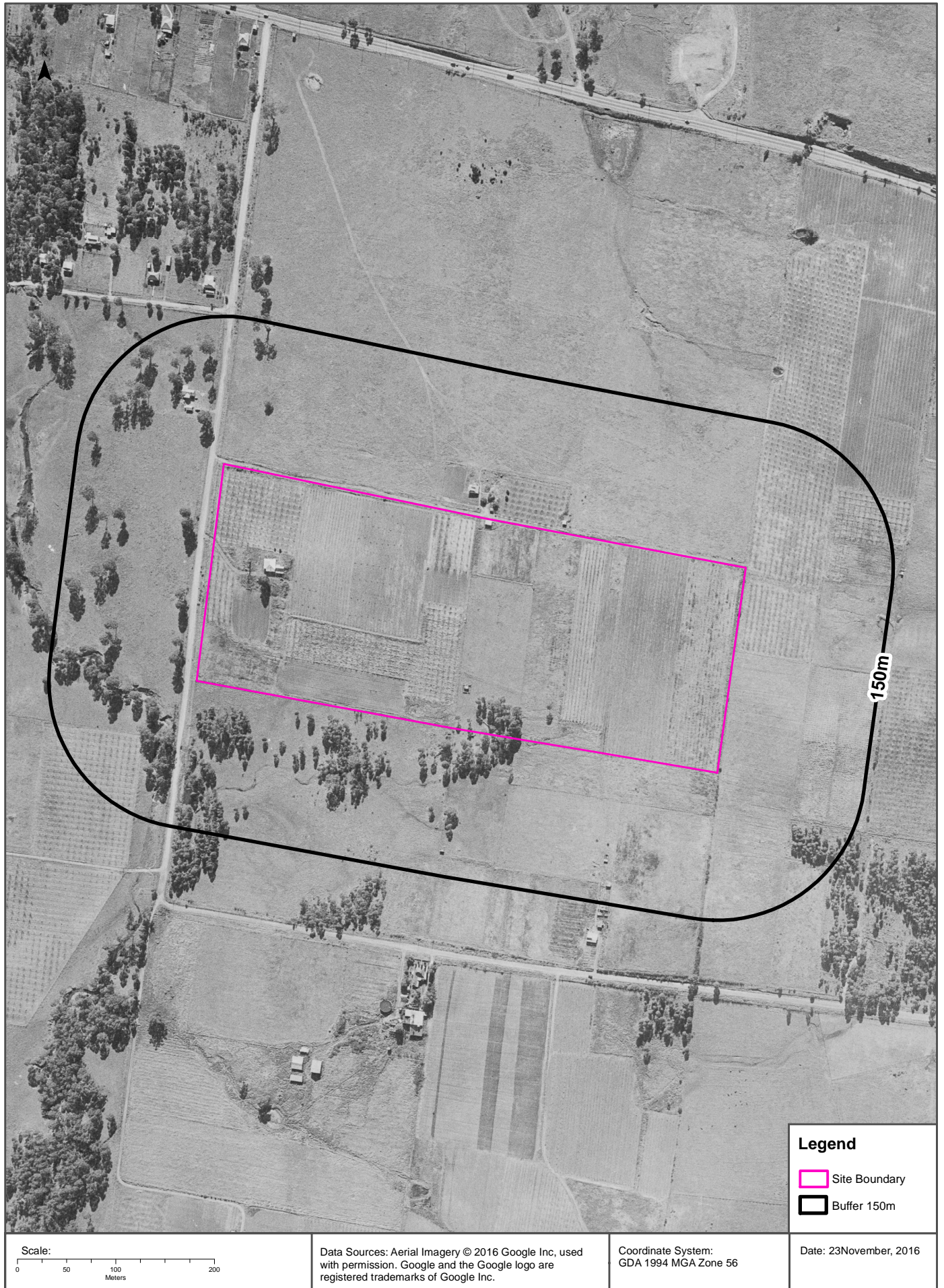
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46-66 & 46A O'Connell Street, Caddens, NSW 2747



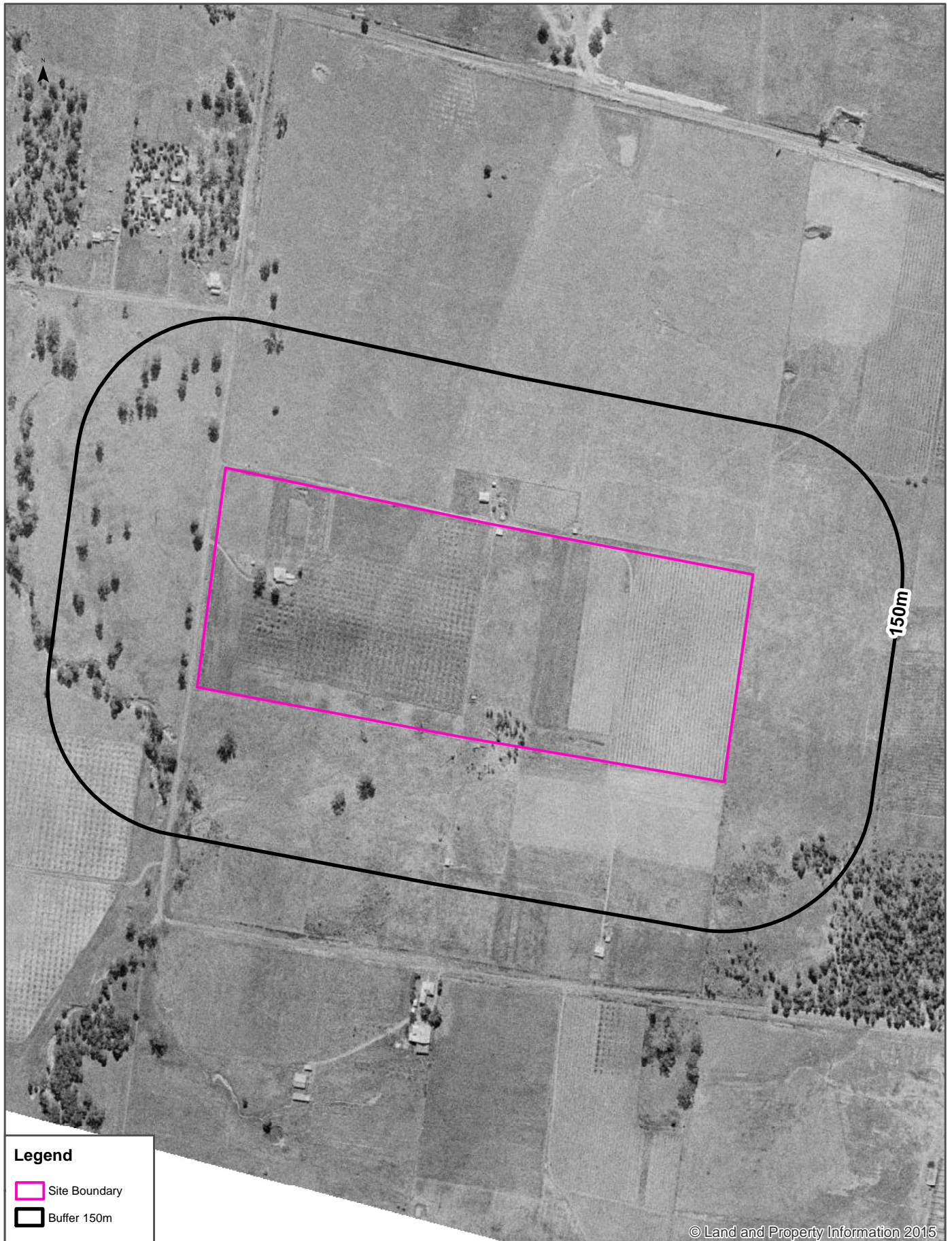
Aerial Imagery 1956

46-66 & 46A O'Connell Street, Caddens, NSW 2747





Aerial Imagery 1943

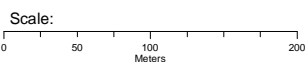
46-66 & 46A O'Connell Street, Caddens, NSW 2747



Legend

-  Site Boundary
-  Buffer 150m

© Land and Property Information 2015



Data Sources: Historical Aerials: © Land and Property Information (a division of the Department of Finance and Services)

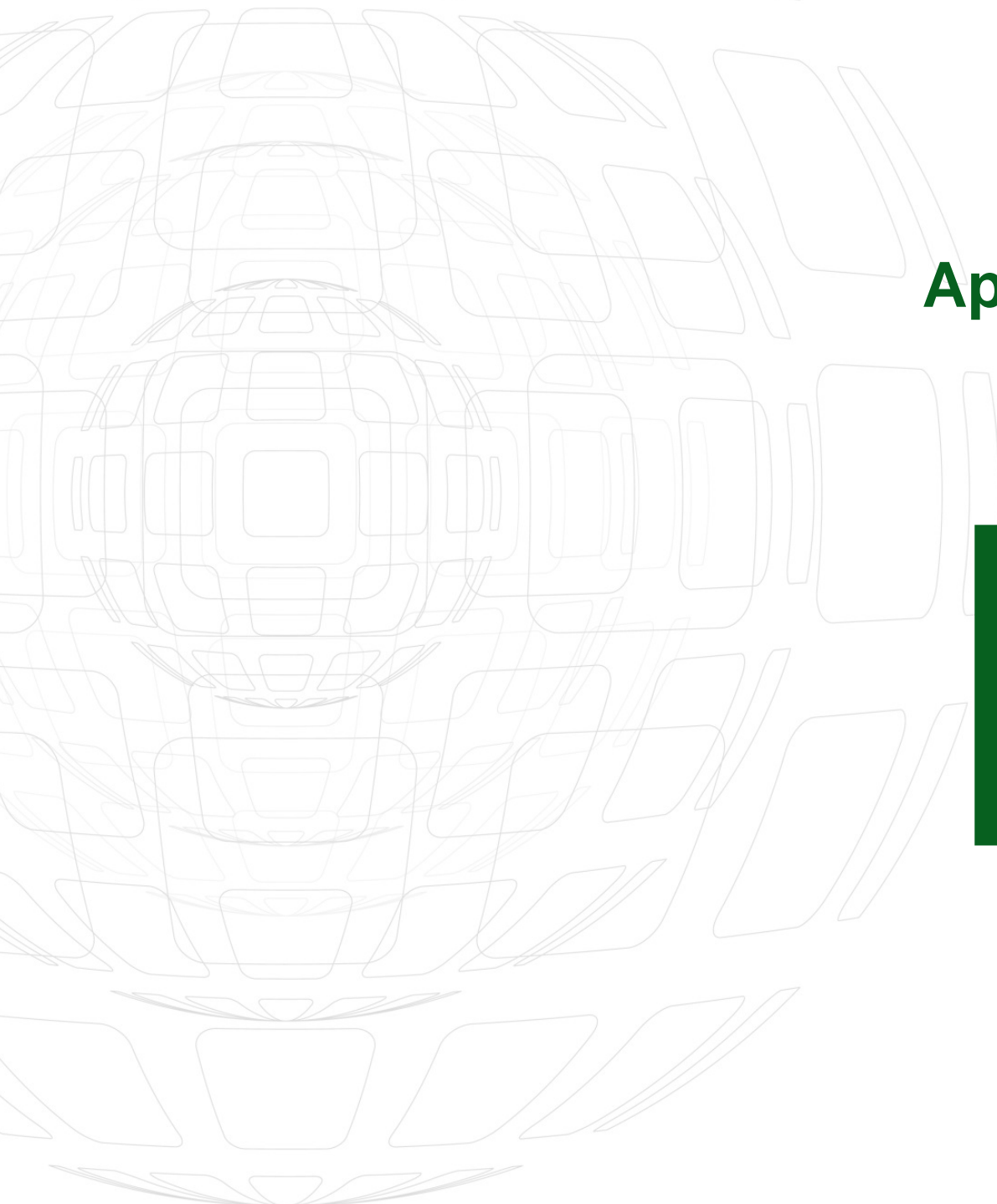
Coordinate System: GDA 1994 MGA Zone 56

Date: 24 November 2016

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Appendix E

E

ADVANCE LEGAL SEARCHERS PTY LTD

(ACN 147 943 842)

ABN 82 147 943 842

18/36 Osborne Road,
Manly NSW 2095

Telephone: +612 9977 6713
Mobile: 0412 169 809
Facsimile: +612 8076 3026
Email: search@alsearchers.com.au

28th November, 2016

APP CORPORATION PTY LIMITED

Level 7, 116 Miller Street,
NORTH SYDNEY, NSW 2060

Attention: David Windnagel,

**RE: 46 – 66 & 29 O’Connell Road,
Caddens**

Note 1: Lot 6 DP 593628 (page 1)
Note 2: Lot 3 DP 1103503 (page 3)

Note 1:

Current Search

Folio Identifier 6/593628 (title attached)

DP 593628 (plan attached)

Dated 27th November, 2016

Registered Proprietor:

LES ROHOZYNSKY

IRENE ROHOZYNSKY

**Title Tree
Lot 6 DP 593628**

Folio Identifier 6/593628

Certificate of Title Volume 13867 Folio 144

PA 53333

Conveyance Book 2704 No. 828

Appointment Book 1086 No. 165

Conveyance Book 734 No. 274

**Summary of proprietor(s)
Lot 6 DP 593628**

Year Proprietor(s)

Year	Proprietor(s)
	(Lot 6 DP 593628)
1988 – todate	Les Rohozynsky, accountant Irene Rohozynsky, economist
	(Lot 6 DP 593628 – CTVol 13867 Fol 144)
1979 – 1988	Les Rohozynsky, accountant Irene Rohozynsky, economist
1979 – 1979	Permanent Trustee Company Limited.
	(Lot 6 Molloy’s Division of Lots 28 & 29 O’Connell’s Estate – Area 14 Acres – PA 53333)
1976 – 1976	Permanent Trustee Company Limited
	(Lot 6 Molloy’s Division of Lots 28 & 29 O’Connell’s Estate – Area 14 Acres – Conv Bk 2704 No. 828)
1976 – 1979	. Bernard Aloysius Quinn, vigneron
1963 – 1976	Bernard Aloysius Quinn, vigneron / executor & devisee Elizabeth Jane Quinn, estate
	(Lot 6 Molloy’s Division of Lots 28 & 29 O’Connell’s Estate – Area 14 Acres – Appointment Bk 1086 No. 165)
1916 – 1963	Elizabeth Jane Quinn, wife of Timothy Quinn, tramway employee

Note 2:

Current Search

Folio Identifier 3/1103503 (title attached)

DP 1103503 (plan attached)

Dated 27th November, 2016

Registered Proprietor:

LES ROHOZYNSKY

IRENE ILKIN

Title Tree

Lot 3 DP 1103503

Folio Identifier 3/1103503

CA 100720

Conveyance 2718 No. 927

Conveyance 1935 No. 821

Conveyance 1818 No. 903

Conveyance 1403 No. 529

Conveyance 734 No. 274

Requested Parcel : Lot 6 DP 593628

Identified Parcel : Lot 6 DP 593628

Locality : CADDENS

LGA : PENRITH

Parish : CLAREMONT

County : CUMBERLAND

	Status	Surv/Comp	Purpose
DP31423 Lot(s): 50			
CA111156 - LOT 50 DP31423			
DP39364 Lot(s): 9			
CA114323 - LOT 9 DP39364			
DP39452 Lot(s): 7			
CA114321 - LOT 7 DP39452			
DP161472 Lot(s): A			
CA103254 - LOT A DP161472			
DP203879 Lot(s): 3			
DP1049905	REGISTERED	SURVEY	SURVEY INFORMATION ONLY
DP212261 Lot(s): 68			
NSW GAZ. 04-11-2016 Folio : 2911 RESERVED AS NATIONAL PARK RESERVED AS PART OF KALYARR NATIONAL PARK, NATIONAL PARKS AND WILDLIFE ACT 1974			
DP522660 Lot(s): 11, 12			
DP1213358	REGISTERED	COMPILATION	EASEMENT
DP713808 Lot(s): 1120, 1121, 1122, 1123, 1124, 1125			
DP265542	REGISTERED	SURVEY	EASEMENT
Lot(s): 1095, 1096			
DP265541	REGISTERED	SURVEY	EASEMENT
DP749982 Lot(s): 1			
DP1181088	REGISTERED	SURVEY	EASEMENT
DP1186996	REGISTERED	SURVEY	EASEMENT
DP1013141 Lot(s): 21, 22			
DP825576	HISTORICAL	SURVEY	SUBDIVISION
DP1044732 Lot(s): 37			
PA81071 - LOT 37 DP1044732			
DP1076824 Lot(s): 1, 2			
DP713808	HISTORICAL	SURVEY	SUBDIVISION
DP1103503 Lot(s): 3			
CA100720 - LOT 3 DP1103503			
DP1130750 Lot(s): 2			
DP864087	HISTORICAL	SURVEY	CONSOLIDATION
DP1097170	REGISTERED	SURVEY	SURVEY INFORMATION ONLY
DP1171879	REGISTERED	SURVEY	EASEMENT
DP1171881	REGISTERED	SURVEY	EASEMENT
DP1185201	REGISTERED	SURVEY	SURVEY INFORMATION ONLY
DP1140594 Lot(s): 101			
DP791299	HISTORICAL	SURVEY	RESUMPTION OR ACQUISITION
DP1186996	REGISTERED	SURVEY	EASEMENT
DP1172506 Lot(s): 159			
DP602607	HISTORICAL	SURVEY	RESUMPTION OR ACQUISITION
DP719600	HISTORICAL	SURVEY	RESUMPTION OR ACQUISITION
DP864084	HISTORICAL	SURVEY	SUBDIVISION
DP1145043	REGISTERED	SURVEY	SUBDIVISION
DP1158491	REGISTERED	SURVEY	SUBDIVISION
DP1175095	REGISTERED	SURVEY	SUBDIVISION

Caution: For all **ACTIVITY PRIOR to SEPT 2002** you must refer to the RGs Charting and Reference Maps.

Requested Parcel : Lot 6 DP 593628




































Identified Parcel : Lot 6 DP 593628

Locality : CADDENS

LGA : PENRITH

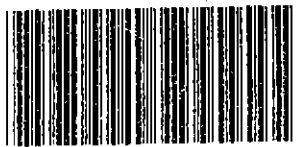
Parish : CLAREMONT

County : CUMBERLAND

	Status	Surv/Comp	Purpose
DP1175095			
Lot(s): 422			
 DP1199358	PRE-ALLOCATED	UNAVAILABLE	SUBDIVISION
Lot(s): 422, 423, 425, 426, 456			
 DP602607	HISTORICAL	SURVEY	RESUMPTION OR ACQUISITION
 DP719600	HISTORICAL	SURVEY	RESUMPTION OR ACQUISITION
 DP864084	HISTORICAL	SURVEY	SUBDIVISION
 DP1145043	REGISTERED	SURVEY	SUBDIVISION
 DP1158491	REGISTERED	SURVEY	SUBDIVISION
 DP1172506	REGISTERED	SURVEY	SUBDIVISION
DP1177730			
Lot(s): 540			
 DP864084	HISTORICAL	SURVEY	SUBDIVISION
 DP1172506	REGISTERED	SURVEY	SUBDIVISION
 DP1175094	REGISTERED	SURVEY	SUBDIVISION
 DP1175095	REGISTERED	SURVEY	SUBDIVISION
 DP1212161	REGISTERED	SURVEY	EASEMENT
DP1189505			
Lot(s): 51			
 DP1213358	REGISTERED	COMPILATION	EASEMENT
Lot(s): 51, 52			
 DP567411	HISTORICAL	COMPILATION	SUBDIVISION
 DP1085696	REGISTERED	SURVEY	EASEMENT
DP1194481			
Lot(s): 100			
 DP265542	REGISTERED	SURVEY	EASEMENT
 DP850402	HISTORICAL	SURVEY	CONSOLIDATION
 DP1076824	REGISTERED	SURVEY	SUBDIVISION
DP1197363			
Lot(s): 1, 2			
 DP602607	HISTORICAL	SURVEY	RESUMPTION OR ACQUISITION
 DP719600	HISTORICAL	SURVEY	RESUMPTION OR ACQUISITION
 DP864084	HISTORICAL	SURVEY	SUBDIVISION
 DP1145043	REGISTERED	SURVEY	SUBDIVISION
 DP1158491	REGISTERED	SURVEY	SUBDIVISION
 DP1172506	REGISTERED	SURVEY	SUBDIVISION
 DP1175095	REGISTERED	SURVEY	SUBDIVISION
DP1217434			
Lot(s): 2			
 CA175446 - LOT 2 DP1217434			
 PA83357 - WITHDRAWN			
SP65797			
 DP212261	HISTORICAL	SURVEY	SUBDIVISION
SP70467			
 DP825576	HISTORICAL	SURVEY	SUBDIVISION
SP72946			
 DP242174	HISTORICAL	SURVEY	SUBDIVISION
 DP1069503	REGISTERED	SURVEY	REDEFINITION
SP73103			
 DP825576	HISTORICAL	SURVEY	SUBDIVISION
SP74347			
 DP825576	HISTORICAL	SURVEY	SUBDIVISION
SP92229			
 DP713808	HISTORICAL	SURVEY	SUBDIVISION
 DP1213581	REGISTERED	SURVEY	REDEFINITION

Caution: For all **ACTIVITY PRIOR to SEPT 2002** you must refer to the RGs Charting and Reference Maps.

Plan	Surv/Comp	Purpose
DP29796	SURVEY	UNRESEARCHED
DP31423	SURVEY	UNRESEARCHED
DP39364	SURVEY	UNRESEARCHED
DP39452	SURVEY	UNRESEARCHED
DP161472	COMPILATION	UNRESEARCHED
DP203879	COMPILATION	SUBDIVISION
DP212261	SURVEY	SUBDIVISION
DP242174	SURVEY	SUBDIVISION
DP522660	SURVEY	SUBDIVISION
DP565041	SURVEY	SUBDIVISION
DP593628	SURVEY	OLD SYSTEM CONVERSION
DP713808	SURVEY	SUBDIVISION
DP749982	SURVEY	RESUMPTION OR ACQUISITION
DP771698	SURVEY	SUBDIVISION
DP813516	SURVEY	SUBDIVISION
DP825576	SURVEY	SUBDIVISION
DP829912	SURVEY	SUBDIVISION
DP829913	SURVEY	SUBDIVISION
DP835330	SURVEY	OLD SYSTEM CONVERSION
DP835365	SURVEY	SUBDIVISION
DP836531	SURVEY	SUBDIVISION
DP838512	SURVEY	SUBDIVISION
DP839238	SURVEY	SUBDIVISION
DP840063	SURVEY	SUBDIVISION
DP866081	SURVEY	SUBDIVISION
DP1013141	SURVEY	SUBDIVISION
DP1044732	SURVEY	OLD SYSTEM CONVERSION
DP1076824	SURVEY	SUBDIVISION
DP1103503	COMPILATION	LIMITED FOLIO CREATION
DP1130750	SURVEY	SUBDIVISION
DP1140594	SURVEY	SUBDIVISION
DP1172506	SURVEY	SUBDIVISION
DP1172506	UNRESEARCHED	SUBDIVISION
DP1175095	SURVEY	SUBDIVISION
DP1175095	UNRESEARCHED	SUBDIVISION
DP1177730	SURVEY	SUBDIVISION
DP1177730	UNRESEARCHED	SUBDIVISION
DP1189505	SURVEY	SUBDIVISION
DP1189505	UNRESEARCHED	SUBDIVISION
DP1194481	SURVEY	SUBDIVISION
DP1197363	SURVEY	SUBDIVISION
DP1197363	UNRESEARCHED	SUBDIVISION
DP1217434	COMPILATION	LIMITED FOLIO CREATION
SP45067	COMPILATION	STRATA PLAN
SP46883	COMPILATION	STRATA PLAN
SP46990	COMPILATION	STRATA PLAN
SP46991	COMPILATION	STRATA PLAN
SP47616	COMPILATION	STRATA PLAN
SP48680	COMPILATION	STRATA PLAN
SP48976	COMPILATION	STRATA PLAN
SP49208	COMPILATION	STRATA PLAN
SP65797	COMPILATION	STRATA PLAN
SP70467	COMPILATION	STRATA PLAN
SP72946	COMPILATION	STRATA PLAN
SP73103	COMPILATION	STRATA PLAN
SP74347	COMPILATION	STRATA PLAN
SP92229	COMPILATION	STRATA PLAN
SP92229	UNRESEARCHED	STRATA PLAN



13867144

CERTIFICATE OF TITLE

PROPERTY ACT, 1900

NEW SOUTH WALES

Vol. 13867 Fol. 144

Appln. No. 53333



EDITION ISSUED
15 5 1979

I certify that the person described in the First Schedule is the registered proprietor of the undermentioned estate in the land within described subject nevertheless to such exceptions encumbrances and interests as are shown in the Second Schedule.

[Signature]
Registrar General.



CANCELLED



PLAN SHOWING LOCATION OF LAND

LENGTHS ARE IN METRES

SEE AUTO FOLIO

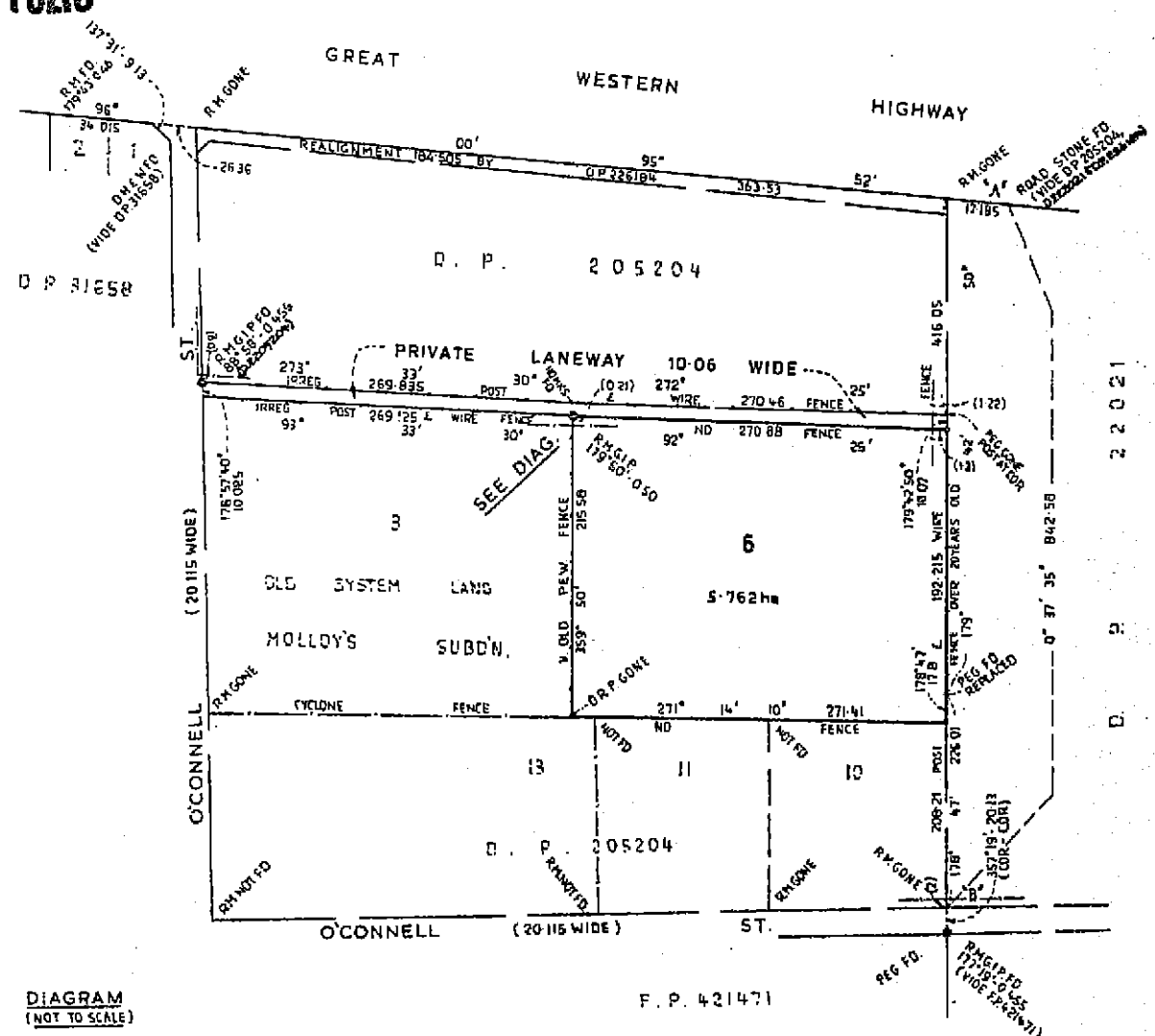
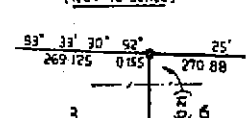


DIAGRAM
(NOT TO SCALE)



ESTATE AND LAND REFERRED TO

Estate in Fee Simple in Lot 6 in Deposited Plan 593628 at Kingswood in the City of Pennrith Parish of Claremont and County of Cumberland being part of Portion 47 granted to Mary O'Connell on 27-6-1810.

FIRST SCHEDULE

~~PERMANENT TRUSTEE COMPANY LIMITED.~~

SECOND SCHEDULE

- 1. Reservations and conditions, if any, contained in the Crown Grant above referred to.

PERSONS ARE CAUTIONED AGAINST ALTERING OR ADDING TO THIS CERTIFICATE OR ANY NOTIFICATION HEREON

(Page 1) Vol. 13867 Fol. 144

WARNING: THIS DOCUMENT MUST NOT BE REMOVED FROM THE REGISTRAR GENERAL'S OFFICE.

Annexure: A to TRANSMISSION APPLICATION

Parties:

Anna Rohozynsky (deceased proprietor)
Les Rohozynsky & Irene Ilkin (applicants)

Dated: _____

Text:

I certify I am an eligible witness
and that the applicant signed this
dealing in my presence.

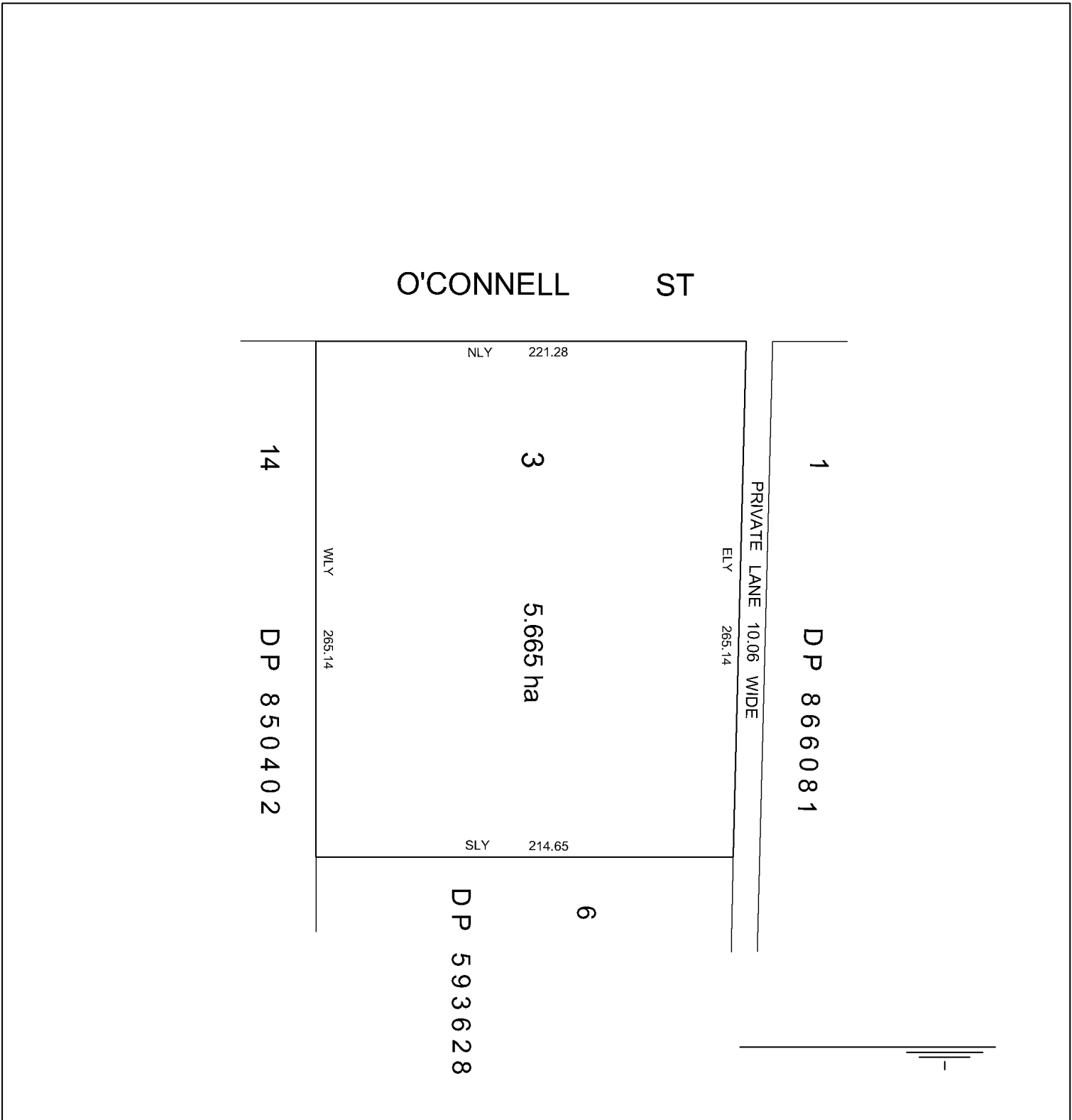
Certified correct for the purposes of
the Real Property Act 1900 by the
applicant.

X
Signature of witness: *K. Rohozynsky*

X L.R
Signature of applicant: *Les Rohozynsky*

Name of witness: X KRYSTINA ROHOZYNSKY
LOT 6 O'CONNELL ST

Address of witness: X WERRINGTON NSW 2747



e-departmental

DP 1103503

Registered:  19.9.2006

Title System: OLD SYSTEM

Purpose: LIMITED FOLIO CREATION

Ref. Map: U7360-72

Last Plan: DP111110

PLAN OF LAND COMPRISED IN
 DEED BK. 2718 NO. 927
 BEING LOT 3 OF MOLLOY'S DIVISION

Lengths are in metres. Reduction Ratio - NTS

Sheet 1 of 1 sheets

L.G.A.: PENRITH

LOCALITY: KINGSWOOD

PARISH: CLAREMONT

COUNTY: CUMBERLAND

THIS PLAN WAS PREPARED SOLELY TO
 IDENTIFY THE LAND IN THE ABOVE DEED
 AND THE BOUNDARIES HAVE NOT BEEN
 INVESTIGATED BY THE REGISTRAR GENERAL
 THIS PLAN IS NOT A CURRENT PLAN IN TERMS OF
 S.7A CONVEYANCING ACT 1919.

LPI Ref.: TCB2/15

Advance Legal Searchers Pty Ltd hereby certifies that the information contained in this document has been provided electronically by the Registrar General.

Information provided through Tri-Search an approved LPI/NSW Information Broker

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - HISTORICAL SEARCH

SEARCH DATE

27/11/2016 12:10PM

FOLIO: 3/1103503

First Title(s): OLD SYSTEM
Prior Title(s): BK 2718 NO 927

Recorded	Number	Type of Instrument	C.T. Issue
19/9/2006	DP1103503	DEPOSITED PLAN	LOT RECORDED FOLIO NOT CREATED
20/9/2006	CA100720	CONVERSION ACTION	FOLIO CREATED CT NOT ISSUED
13/10/2006	AC665733	DEPARTMENTAL DEALING	EDITION 1
28/8/2014	AI819789	TRANSMISSION APPLICATION (DEWISEE, BENEFICIARY, NEXT OF KIN)	EDITION 2
29/6/2016	AK559620	CAVEAT	

*** END OF SEARCH ***

app - caddens

PRINTED ON 27/11/2016

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53333
NEW SOUTH WALES
STAMP OUT

NEW SOUTH WALES

PRIMARY APPLICATION

SECTION 14, REAL PROPERTY ACT, 1900
(To be lodged in the Examiners Branch)

21-22 Renewal fee
paid in a receipt
No G355492
OFFICE USE ONLY
19/1/77

CRR 5612 CRAVNA 30/1/77

Typewriting and hand-writing should be clear, legible and in permanent black non-copying ink. No alterations should be made by erasure; the words rejected must be ruled through and verified by signature or initials in the margin.

(a) Full name and postal address of person or corporation entitled to the land. If a person is entitled, the occupation (if male) or social status (if female) should also be stated.

(b) Give full description of the land, e.g. "Lot ... in Deposited Plan ... or "Lot ... in plan lodged herewith"; or "the whole for specified part" of the land described in deed registered book ... No. ... If any appurtenant easement is claimed, it must be specified in this description and in the plan.

The application should be accompanied by a plan of survey unless the Registrar General has previously dispensed therewith. A plan is now normally required where the application relates to land in a qualified certificate of title in such case it will be sufficient to describe the land by reference to the volume and folio number of the qualified certificate of title.

(c) Delete whichever is inapplicable.

(d) Insert reference to portion or allotment, or if none, to number of acres granted.

(e) Name of grantor.

(f) If the certificate of title is required to issue in favour of the applicant, insert the full name of the person or corporation in whose name the certificate of title is to issue. In the case of a person, the full postal address and occupation (if male) or social status (if female) should also be stated. If more than one nominee, state whether as joint tenants or tenants in common. Unless otherwise stated, tenants in common will be presumed to hold in equal shares.

(g) Full name, address and occupation of declarant.

(h) If a lesser estate, alter accordingly.

(i) Delete whichever is inapplicable.

(j) Should any transaction affecting the land be entered into or any alterations in the buildings or fences be made subsequent to the date of the application, but prior to the issue of the certificate of title, the Registrar General should be informed immediately. And all documents evidencing such transaction should be lodged.

(k) The declaration may be qualified to the extent to which the applicant's title has been previously passed by the Registrar General by inserting the words "Commencing with conveyance dated ... registered ... or as the case may be. Otherwise all documents from the Crown grant onwards should be entered on the Schedule.

CAUTION.—Severe penalties are provided by the Crimes Act, 1900, and the Real Property Act, 1900, for procuring a certificate of title through fraud.

(a) PERMANENT TRUSTEE COMPANY LIMITED of 23-25 O'Connell Street, Sydney
hereinafter referred to as the APPLICANT

hereby applies to have the undermentioned land brought under the provisions of the Real Property Act, 1900

All that piece of land situated at Werrington Kingswood in the County of Cumberland Parish of Claremont being^(b) Lot 6 of Molloy's Division of Lots 28 and 29 O'Connell's Estate St. Marys containing 14 acres more or less as more fully described in the Seventh Schedule to Deed of Conveyance and Partition Registered No. 274 Book 734 and being part
and being the whole of ^(d) 1050 acres (Part 47) granted to ^(e) Mary O'Connell
by Crown grant dated the twenty-seventh day of June 1810

and requests that the certificate of title issue in the name of PERMANENT TRUSTEE COMPANY LIMITED

(f) PERMANENT TRUSTEE COMPANY LIMITED
LOUISE ELIZABETH McDONALD
THOMAS GEOFFREY DOBBIE of 23-25 O'Connell Street, Sydney, Manager of Permanent Trustee Company Limited

REGISTRATION NOT OPPOSED
12 FEB 1979

marked in respect of the estate Bernard Aloysius Quinn.



solemnly and sincerely declare that—

- The applicant is seized for an estate in fee simple^(h) of the abovedescribed land.
- There is no person in possession or occupation of the said land or any part thereof adversely to the estate or interest therein of the applicant.
- The said land is now ⁽ⁱ⁾ occupied by the persons specified in the First Schedule as occupiers. unoccupied.
- There does not exist any lease or agreement for lease of the said land for any term exceeding a tenancy for one year, or from year to year, except as set out in the First Schedule.
- There does not exist any mortgage, lien, writ of execution, order, charge, encumbrance, will, settlement, deed, writing, contract, or dealing giving any right, claim or interest in the said land, or any part thereof, to any person other than the applicant except as set out in the First Schedule; nor, to the best of my knowledge and belief, is there any action, proceeding or suit pending which affects or could affect the said land, or any person other than the applicant who has or claims any estate, right, title or interest therein, except as disclosed in the First Schedule.
- The Second Schedule sets out full and correct particulars of the owners and occupiers of adjoining lands.
- The Third Schedule contains a full and correct list^(k) commencing with Conveyance dated 16th January 1856 Registered No. 589 Book 41.

of all settlements, deeds, documents, instruments, maps, plans and papers relating to the said land so far as I have any means of ascertaining them. All such documents as are in my possession or under my control are lodged herewith; the whereabouts of all other documents listed, so far as is known to me, is stated in such list.

Cert. of T., issued Vol. 13867 Fol. 144
Dated 15/5/79

Ref:ALS /Src:T

8. The information shown in the Schedules hereto is to be taken as part of this declaration.

9. I have been authorised by power of attorney dated the 22nd day of March 1966

to make this application on behalf of the applicant, and I have received no notice of revocation of such authority.^(b)

10. There does not exist any right of way, right of drainage or other easement or any restrictive covenant affecting the said land, except as disclosed in the First Schedule.

11. There is no resumption or instrument whereby minerals or substrata have been accepted or reserved to any person, except as disclosed in the First Schedule.

12. The applicant has not become bankrupt or assigned his estate for the benefit of creditors. I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act, 1900,^(c) and certify this

application to be correct for the purposes of the Real Property Act, 1900.^(d)

(f) Delete this clause if inapplicable.
The relevant power of attorney or other such authority should be lodged with the application.

(m) If made outside N.S.W., strike out Oaths Act, 1900 and insert reference to local Act.
(n) Any person falsely or negligently certifying is liable to the penalties provided by sections 117 of the Real Property Act, 1900.

Made and subscribed

at Sydney

the 28th November 1977

in the presence of

[Signature]
Signature of witness

ASHLEY WILLIAM LOWDEN ISAACS
Name of witness (BLOCK LETTERS)

JUSTICE OF THE PEACE.
Qualification of witness

[Signature]
Applicant, or authorised agent of applicant^(e)

(o) This application is a statutory declaration and must be made before a prescribed functionary. Attention is drawn to the penalties provided by law for any false statement therein.

CONSENT OF MORTGAGEE

_____ , being the mortgagee under mortgage registered Book _____ Number _____, hereby join in and consent to this application subject to registration of a mortgage under the Real Property Act, 1900 in substitution for such mortgage and the delivery to me of the certificate of title to issue herein.

Witness

Mortgagee

FIRST SCHEDULE

(To be signed by declarant immediately below last entry scheduled)

OCCUPIERS AND PERSONS HOLDING INTERESTS REFERRED TO IN CLAUSES 3, 4, AND 5 OF DECLARATION

(p) Where the whole or any part of the land is occupied by a tenant state also the nature and duration of the tenancy.

Full name and address (of occupier, lessee, mortgagee, etc.)	Nature of entitlement ("occupier", "lessee", "mortgagee", etc.)	Particulars of instrument (if any) by which entitlement created ^(q)
<u>[Signature]</u>		

W. J. Quinn
 23-9-1991
 1963
 30th June

No.	Date	Nature of document	Parties	Registration No.	Book No.	By whom produced
1.	16th Jan-1856	Conveyance	A.H. McCulloch to Henry Nash	41	589	
2.	16th Jan-1856	Mortgage	Henry Nash to A.H. McCulloch	41	570	
3.	24th Jan-1856	Transfer of Mortgage	A.H. McCulloch to Jane Johnson & Anor	41	574	
4.	2nd March 1869	Re-Conveyance	A.T. Kerr & Anor to Henry Nash	116	404	
5.	16th July 1869	Release	J. McLean to Mrs. J.H.T. Kerr	116	380	
6.	21st Oct-1869	Conveyance	Henry Nash to B. Molloy	116	491	
7.	22nd April 1903	Deed of Partition	John Molloy (first part) Susannah Molloy (second part) Bridget Molloy (third part) Mary Ann Molloy (fourth part) Charles Molloy (fifth part) Elizabeth Jane Quinn and Timothy Quinn (sixth part) Bernard William Molloy (seventh part) William Patrick Plunkett (eighth part)	734	274	
8.	28th June 1916					
9.	30th June 1963	Appointment	E.J. Quinn to Neal Collins	1086	165	<i>See sheet 1 1/9 83</i>

(To be signed by declarant immediately below last document scheduled)

DOCUMENTS REFERRED TO IN CLAUSE 7 OF DECLARATION

Documents Nos. 8, 10, 11, 13
 Documents Nos. 1-5 inclusive
 Documents Nos. 6 & 7
 Documents Nos. 11

hereunder LODGED HERewith
 hereunder WHEREABOUTS UNKNOWN
 hereunder PERMANENTLY LODGED at Registrar General's Office
 hereunder TO BE LODGED BY: Receipts at Stamp Duties Office

THIRD SCHEDULE

Name and address of owner	Name and address of occupier

OWNERS AND OCCUPIERS OF ADJOINING LANDS REFERRED TO IN CLAUSE 6 OF DECLARATION

(To be signed by declarant immediately below last entry scheduled)

SECOND SCHEDULE

55555 KREY THIRNIN Y JURNENY

DEPARTMENTAL USE ONLY PRIMARY APPLICATION 53333 LOT 6 DP 5.762 ha DP593628	TO BE COMPLETED BY LODGING PARTY Lodged by R. J. McCANN & CO. Address: LAW STATIONERS 32 YORK STREET SYDNEY PHONE: 290-8111 Phone No.:
--	--

See Copies Ex 11
Q

THIRD SCHEDULE—(continued)

(To be signed by declarant immediately below last document scheduled)

No.	Date	Nature of document	Parties	Registration		FOR OFFICE USE ONLY
				Book	No.	By whom produced
✓ 10.	13th September 1963	Probate	of the will of Elizabeth Jane Quinn granted to Bernard Aloysius Quinn - No. of Grant		563061	} See Sheet 1 1/9 RS
✓ 11.	12th May 1964	Deed of Acknowledgment	by Bernard Aloysius Quinn	2704	828.	
12.	17th March 1976	Letters of Administration c.t.a. of will of B.A. Quinn	Granted to Permanent Trustee Company Limited		811401	
✓ 13.		Abstract of Title	of Bernard Aloysius Quinn to said Lot 6			} See Sheet 1 1/9 RS
14.	4th January 1977	Plan of survey	by Anthony Richard Allen			
Received Docs 8, 10, 11 & 13 See Sheet 1 1/2/77 <i>J. McDonald</i>						
15.	31.8.76	Stat. Dec.	of J. M. McDonald			} See Sheet 1 1/9 RS.
16.	24.5.76	Probate	of B. Malloy Docs 8, 10, 11 & 13 Ackdged. See sheet 1 & 2	122	1/9	
17.	20.6.78	Undertaking	by Permanent Trustee Company			See Sheet 1 1/9 RS.
18.	21.3.79	Stat Dec	of L.W. Russell			} See Sheet 15 of RPA 53334 30/3/79.
19.	21.3.79	Stat Dec	of L.W. Russell Cancelled doc 8 sent to volumes Docs 10, 11, 13, 14 delivered to RHT all other docs to remain on 29/5/79 CH30/5			

Advance Legal Searchers Pty Ltd 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.

Information provided through Tri-Search an approved LPI/NSW Information Broker

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 3/1103503

SEARCH DATE	TIME	EDITION NO	DATE
27/11/2016	12:08 PM	2	28/8/2014

LAND

LOT 3 IN DEPOSITED PLAN 1103503
AT KINGSWOOD
LOCAL GOVERNMENT AREA PENRITH
PARISH OF CLAREMONT COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1103503

FIRST SCHEDULE

LES ROHOZYNSKY
IRENE ILKIN
AS TENANTS IN COMMON IN EQUAL SHARES (AD AI819789)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 QUALIFIED TITLE. CAUTION PURSUANT TO SECTION 28J OF THE REAL PROPERTY ACT, 1900. ENTERED 20-9-2006 BK 2718 NO 927
- 3 LIMITED TITLE. LIMITATION PURSUANT TO SECTION 28T(4) OF THE REAL PROPERTY ACT, 1900. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.
- * 4 AK559620 CAVEAT BY CHIWAYLAND AUSTRALIA PTY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

app - caddens

PRINTED ON 27/11/2016

*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.

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 6/593628

SEARCH DATE	TIME	EDITION NO	DATE
27/11/2016	12:05 PM	-	-

VOL 13867 FOL 144 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LOT 6 IN DEPOSITED PLAN 593628
AT KINGSWOOD
LOCAL GOVERNMENT AREA PENRITH
PARISH OF CLAREMONT COUNTY OF CUMBERLAND
TITLE DIAGRAM DP593628

FIRST SCHEDULE

LES ROHOZYNSKY
IRENE ROHOZYNSKY
AS JOINT TENANTS (T R355442)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- * 2 AK559621 CAVEAT BY CHIWAYLAND AUSTRALIA PTY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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PRINTED ON 27/11/2016

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Choices

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

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

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

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

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

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

List of Documents

General

- 1 property certificate for the land
- 2 plan of the land
- 3 unregistered plan of the land
- 4 plan of land to be subdivided
- 5 document that is to be lodged with a relevant plan
- 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
- 7 section 149(5) information included in that certificate
- 8 service location diagram (pipes)
- 9 sewerage service diagram (property sewerage diagram)
- 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- 11 section 88G certificate (positive covenant)
- 12 survey report
- 13 building certificate given under *legislation*
- 14 insurance certificate (Home Building Act 1989)
- 15 brochure or warning (Home Building Act 1989)
- 16 lease (with every relevant memorandum or variation)
- 17 other document relevant to tenancies
- 18 old system document
- 19 Crown purchase statement of account
- 20 building management statement
- 21 form of requisitions
- 22 *clearance certificate*
- 23 land tax certificate

Swimming Pools Act 1992

- 24 certificate of compliance
- 25 evidence of registration
- 26 relevant occupation certificate
- 27 certificate of non-compliance
- 28 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- 29 property certificate for strata common property
- 30 plan creating strata common property
- 31 strata by-laws not set out in *legislation*
- 32 strata development contract or statement
- 33 strata management statement
- 34 leasehold strata - lease of lot and common property
- 35 property certificate for neighbourhood property
- 36 plan creating neighbourhood property
- 37 neighbourhood development contract
- 38 neighbourhood management statement
- 39 property certificate for precinct property
- 40 plan creating precinct property
- 41 precinct development contract
- 42 precinct management statement
- 43 property certificate for community property
- 44 plan creating community property
- 45 community development contract
- 46 community management statement
- 47 document disclosing a change of by-laws
- 48 document disclosing a change in a development or management contract or statement
- 49 document disclosing a change in boundaries
- 50 certificate under Management Act – section 109 (Strata Schemes)
- 51 certificate under Management Act – section 26 (Community Land)

Other

- 52

CERTIFICATE UNDER S66W OF THE CONVEYANCING ACT 1919

I, _____ of _____

in the State of New South Wales, Solicitor, certify as follows:

- (1) I am a Solicitor currently admitted to practise in New South Wales.
- (2) I am giving this certificate in accordance with Section 66W of the *Conveyancing Act, 1919* with reference to a contract for the sale of the property situated at and known as **46-66 O'Connell Street Caddens NSW 2747** from **Les Rohozynsky & Irene Ilkin** (the Vendor) to (the Purchaser) in order that there is no cooling-off period in relation to that contract.
- (3) I do not act for the Vendor and I am not employed in the legal practice of a Solicitor acting for the Vendor nor am I a member or employee of a firm of which a Solicitor acting for the Vendor is a member or employee.
- (4) I have explained to _____:
 - (i) the effect of the Contract for the purchase of that property;
 - (ii) the nature of this certificate;
 - (iii) the effect of giving this certificate to the Vendor, that is, that there is no cooling-off period in relation to the Contract.

DATED: ____ / ____ / ____

SIGNED:

WARNING— SWIMMING POOLS

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

WARNING— SMOKE ALARMS

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

WARNINGS

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

Australian Taxation Office

Council

County Council

Department of Planning and Environment

Department of Primary Industries

East Australian Pipeline Limited

Electricity and gas authority

Land & Housing Corporation

Local Land Services

Mine Subsidence Board

NSW Department of Education

NSW Fair Trading

NSW Public Works

Office of Environment and Heritage

Owner of adjoining land

Privacy

Roads and Maritime Services

Telecommunications authority

Transport for NSW

Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is \$2 million or more, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

DISPUTES

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

AUCTIONS

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of 10% of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> 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 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- The purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;

- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must adjust land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

- 16.3 Normally, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less:
- any deposit paid;
 - if clause 31 applies, the *remittance amount*; and
 - any amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 Normally, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - *that address*; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - *that place*; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 Normally, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 Normally, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or *direct* in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by fax to the *party's solicitor*, unless it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* includes a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

- 23 Strata or community title**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 'common property' includes association property for the scheme or any higher scheme;
- 'contribution' includes an amount payable under a by-law;
- 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 'the property' includes any interest in common property for the scheme associated with the lot;
- 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
- 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
- 23.6.3 the purchaser is liable for all other contributions levied after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.
- 23.8 Normally, the purchaser cannot make a claim or requisition or rescind or terminate in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can rescind if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve a certificate under s109 Strata Schemes Management Act 1996 or s26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision.

- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- 23.18 If a general meeting of the owners corporation is convened before completion –
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each party must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either party can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a party, then that party can *rescind within 7 days* after receipt by or *service* upon the party of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either party can *rescind*.
- 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within that time* and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either party can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* within 7 days after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* within 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* within 7 days after either *party* serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*; and
- 30.1.2 the purchaser serves a notice that it is an *electronic transaction* within 14 days of the contract date.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- associated with the agreement under clause 30.1; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

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

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|-------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| ECNL | the Electronic Conveyancing National Law (NSW); |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>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 to contracts made on or after 1 July 2016 but only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of the purchaser's submission of a purchaser payment notification to the Australian Taxation Office;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* a *clearance certificate* in respect of every vendor, clauses 31.2 and 31.3 do not apply.

ANNEXURE "A"

Exclusions from main house:

- all shelves in cellar;
- timber ceiling panelling in cellar.

**These are the special conditions of the Contract for Sale
(Contract) dated**

Between: Les Rohozynsky and Irene Ilkin
(Vendor)

And: Chiwayland Australia Pty Ltd ACN 601 139 753 on behalf of Caddens
Versatile Pty Ltd, a company yet to be formed
(Purchaser)

In respect of: 46-66 O'Connell Street Caddens NSW 2747
(Property)

32. **AMENDMENTS TO THE PRINTED FORM**

For all purposes of this Contract, the terms of the printed Contract to which those Special Conditions are annexed are amended as follows:

- (a) Clause 7.1.1 shall be amended by deleting the entire sub-clause.
- (b) Clause 16.5 is amended by deleting the words "plus another 20% of that fee."
- (c) Clause 16.7 is amended by deleting the words "cash (to \$2,000.00) or" and by amending the word "settlement" to read "Bank".
- (d) Clause 16.8 is amended by replacing the word "settlement" with the word "bank and replacing "\$10" with "\$5".

33. **REPRESENTATION, CONDITION AND STATE OF REPAIR**

Subject to Section 52A(2)(b) of the Conveyancing Act 1919 and Regulations pursuant thereto and subject to any warranty or representation expressly provided herein or which by law cannot be excluded, the Purchaser acknowledges and agrees and declares that:

- (a) This Contract represent the entire agreement between the parties;
- (b) The Purchaser buys the Property in its present state of repair and condition;
- (c) The Purchaser buys the Property relying entirely on the Purchaser's own knowledge, inspection and enquiries and except as provided in this Contract, the Vendor makes no statements or representations and gives no warranties in relation to the Property;
- (d) The Purchaser does not rely on any advertising or sales promotional literature in relation to the Property;

- (e) The Purchaser does not rely on any statements, representations or warranties made by the selling agent;
- (f) Any warranties by or on behalf of the Vendor, express or implied, as to any purpose for which the Property or as to any purpose for which the improvements erected on the Property can be used are hereby negated;
- (g) No objection requisition or claim for compensation shall be made by the Purchaser in respect of, nor shall the Purchaser be entitled to rescind this Contract or delay completion by reason of any of the following:
 - (i) the presence of any sewer manhole or vent on the Property;
 - (ii) any latent or patent defect in the Property; or
 - (iii) whether any easements for support have or have not been granted in respect of any wall (including any party wall).

34. **DEATH OR BANKRUPTCY**

Should the Purchaser or any one of them die or become bankrupt before completion of this Contract or not be incorporated within 90 days after this Contract then the Vendor may by notice in writing to the Purchaser or his solicitors rescind this Contract and the provisions of clause 19 hereof shall govern such rescission but the Vendor may keep the deposit, the Further Deposit referred to hereinafter (if paid or due in accordance with this Contract) for their own use and the Vendors' Solicitor Costs and they are non-refundable under any circumstances, except in the case of default by the Vendor.

35. **LATE COMPLETION**

Should settlement not be effected within the time herein stipulated for any reason other than the delay of the Vendor then the Purchaser shall pay interest on the unpaid balance of the purchase moneys at the rate of 10% per annum computed from the date stipulated until the actual date of settlement. This condition shall be in addition to any other rights conferred on the Vendor by virtue of this Contract.

36. **NOTICE TO COMPLETE**

It is hereby expressly agreed and declared that at any time after the completion date hereof either party shall be entitled to serve upon the other a Notice to Complete this Contract requiring that party to complete the same and fixing the time for completion which time shall be of the essence of the Contract and such notice shall be deemed to be sufficient as to time if a period of not less than fourteen (14) days from the date of service of the notice is allowed for completion. The parties hereto acknowledge that any notice so given shall be valid for all purposes both at Law or in Equity and that the time for completion of the Contract therein specified shall be reasonable and of the essence of the Contract and they shall not be entitled to make any objections thereto and if either party shall fail to comply with the same the other shall forthwith be entitled to rescind the said Contract **BUT PROVIDED ALWAYS** that the party serving the notice shall be at liberty at any time to

withdraw this said Notice without prejudice to his continuing right to give any such notice. If the Vendor validly issues such notice the Purchaser shall, on completion, pay to the Vendor the sum of \$200.00 being a genuine estimate of the Vendors legal costs of issuing and serving the Notice to Complete.

37. **DEPOSIT PAYMENT AND RELEASE**

Subject to clause 2 hereof, the deposit payable hereunder shall be paid by bank cheque drawn to "Alex Ilkin & Co Trust Account" by the Purchaser on the contract date and released absolutely and beneficially to the Vendor. Noting in this clause shall limit in any way any of the Vendor's rights pursuant to clause 9 hereof and that the provisions of this clause are in addition to the provisions of clause 9 hereof.

For the removal of doubt, the Vendor may keep the deposit for their use and the Vendors' Solicitors Costs and they are non-refundable under any circumstances, except in the case of default by the Vendor.

38. **ELECTRICITY COMMISSION**

The Vendor specifically discloses to the Purchaser the Electricity Commissions of NSW will state that the land the subject of the Contract "lies" within an area over which the Electricity Commission holds a Petroleum Exploration Licence for oil and gas. The Purchaser will make no objection, requisition or claim for compensation and acknowledges the disclosure herein is a specific disclosure as required pursuant to section 52A(2)(b) of the Conveyancing Act 1919 (NSW) and the Conveyancing (Vendor Disclosure Warranty) Regulation 1986.

39. **MORTGAGE DISCHARGE**

On completion the Purchaser shall accept in registrable form a discharge of any mortgage or withdrawal of any caveat or surrender of any expired lease then on the title (unless the same is lodged by or on behalf of the Purchaser) together with either any documents necessary to procure registration thereof or any evidence of production thereof to the Land Titles Office and together with the registration fee payable in respect thereof.

40. **SWIMMING POOL**

- (a) If the improvements include a swimming pool, the Purchaser shall not be entitled to make any objection, requisitions or claim for compensation by reason of the fact that such pool or its surrounds does not comply with the Swimming Pools Act 1992 and/or the regulations made pursuant thereto.
- (b) If the Property contains as defined under the Swimming Pools Act 1992 NSW that requires registration then either of the following documents are enclosed:
 - (i) valid certificate of compliance issued by either the council or an accredited certified under the Act; or

- (ii) relevant occupation certificate and evidence that the swimming pool is registered under the Act; or
- (iii) a certificate of non-compliance and detailed reasons for non-compliance.

41. **NOTICES BY FAX**

In addition to the provisions contained in clause 20.6.5 hereof a notice or document shall be sufficiently served for the purposes of this Contract if the notice or document is sent by means of facsimile transmission and in any such case shall be deemed to be duly given or made when the transmission has been completed except where:

- (a) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission in which case the facsimile transmission shall be deemed not to have been made or given; or
- (b) the time of dispatch is not before 5.00pm local time on a day in which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next such business day in that place.

42. **SURVEY**

If a survey of the Property is annexed to this Contract, the Purchaser acknowledges having inspected the survey and agrees that no objection, requisition or claim for compensation shall be made on any matter referred to in the survey.

43. **ADJUSTMENTS**

Notwithstanding anything to the contrary herein contained or implied but subject to special condition 54, where the Vendor is liable to pay water and sewerage usage charges, the Vendor must, on completion, allow amounts for water and sewerage usage charges for which the relevant authority has not issued accounts. Such amounts are to be calculated by multiplying:

- (a) the number of unbilled days up to and including the adjustment date; by:
- (b) the average charge per day for usage for the last period for which an account has issued.

44. **ADJUSTMENT ERROR**

The parties agree to adjust all outgoings, rates and land tax and all amounts under the Contract on settlement, but if any amount is incorrectly calculated, overlooked or an error is made in such calculations, the parties agree to correct such error and to reimburse each other accordingly within 14 working days of settlement being effected. This clause shall not merge on completion.

45. **SEPP CHANGES**

The Vendor discloses that SEPP28 has been repealed and that some provisions of SEPP25 and SREP12 that allowed subdivision of dual occupancies have been repealed, and the attached section 149 certificate may be inaccurate in respect of those matters.

46. **SETTLEMENT VENUE**

The parties hereby agree that if the title deeds for the Property are held by the Vendor and the Purchaser wishes to complete at a place away from the office of either the Vendor's solicitor or the Vendor's solicitor's city agents, then the Purchaser will pay the charges of the Vendor's solicitor's city agent for attending completion at such other place.

47. **SECTION 149 CERTIFICATE AND SEARCH**

The Purchaser has no objection to the inclusion in the Contract of the section 149 certificate from the council and the computer folio search and will not require the Vendor to obtain documents later than the date of the documents included in the Contract.

48. **BUILDING MATERIALS**

The Purchaser agrees that the Vendor is not obligated to remove or pay for the removal of any building materials, vegetation and or any collection of items or materials which were present on the property at the time of the Purchaser's first inspection, whether stored in or under the house or on the property in any manner whatsoever, other than as may be specified herein and the Purchaser will make no objection or claim for compensation in relation thereto.

49. **WARRANT AS TO AGENT**

The Purchaser warrants to the Vendor that it was not introduced to the property by any agent other than the agent (if any) named in this Contract, nor was any other agent the effective cause of the sale herein provided for. In the event that the Purchaser is in breach of such warranty the Purchaser hereby agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent (other than the agent referred to herein) arising out of this sale. The condition shall not merge on completion hereof.

50. **FIRB APPROVAL**

- (a) The Purchaser must do all things necessary, at the Purchaser's cost, to promptly obtain approval or consent from the Foreign Investment Review Board to the purchase by the Purchaser of the Property. If the Purchaser has been unable to obtain such approval or consent before completion before the date that is nine (9) months after the contract date, the Purchaser will be in breach of this Contract.
- (b) In the event of a breach of this Contract, the Purchaser hereby indemnifies the Vendor from and against any loss, damages, penalty, fine, expense and costs which the Vendor may suffer or incur as a result of such breach.

- (c) For the removal of doubt, the Vendor may keep the deposit, the Further Deposit referred to hereinafter (if paid or due in accordance with this Contract) and the Vendors' Solicitor's Costs (paid or due in accordance with this Contract) without any claim thereon by the Purchaser if the Purchaser breaches this special condition.
- (d) For the purpose of this condition, the Purchaser must inform the Vendor whether approval or consent or non-objection by FIRB applies to the Purchaser within the said nine (9) months.

51. **CONSUMER CREDIT CODE WARRANTY**

The Purchaser warrants to the Vendor that credit is not required to pay for the Property or that the Purchaser has at the date hereof obtained approval for credit to finance the purchase of the Property on reasonable terms. The Purchaser therefore acknowledges that this Contract shall not be subject to termination pursuant to section 124(1) of the Consumer Credit Code.

52. **CHRISTMAS HOLIDAYS**

Nothing in this Contract shall have the effect of requiring either party to complete this Contract from and after the 22nd day of December in the year in which this Contract was made and before the 20th day of January in the following year. If the date for completion provided for in this Contract (or as required by a Notice to Complete) would otherwise be on or between these dates, the Completion Date shall instead be on 20th January in the following year, unless the parties mutually agree to a different date.

53. **INTERDEPENDENCY AND SIMULTANEOUS SETTLEMENT**

The parties agree that it is an essential and fundamental condition of this Contract that completion of this Contract shall take place and be conditional upon the simultaneous completion of the contract for the sale of land between the Vendor and the Purchaser in respect of the adjoining property known as Lot 6 in Deposited Plan 593628 being 46a O'Connell Street Caddens owned by the Vendor.

54. **LAND TAX, WATER & COUNCIL**

In addition to the other provisions of this Contract, in the event that completion of the sale occurs on or after 1 December 2017 (or such later date as may be permitted by way of extension of the date of completion under clause 57), the Purchaser must at completion pay or reimburse the Vendor for all:

- (a) of the land tax for the Property as due any payable on or after 1 December 2017;
- (b) of the water rates and local council rates due and payable on or after 1 December 2017.

55. **DEVELOPMENT AND ACCESS**

55.1 **Development**

- (a) Anytime after the contract date and up to completion of this Contract, the Vendor authorises and consents to the Purchaser lodging or submitting or obtaining Development Approvals (including variations to approvals and applications) in addition to making any enquiries of any Authority in relation to the Property, all at the expense of the Purchaser without claim on the Vendor.
- (b) The Vendor agrees to promptly provide to the Purchaser, at the Purchaser's cost, with all reasonable assistance in relation to all information, searches, enquiries, activities and documentation required regarding the Development Approvals and to otherwise cooperate with the Purchaser in relation with the Development Approvals including duly executing and delivering to the Purchaser all documentation reasonably required by the Purchaser (including without limiting any letter of consent to Council executed by the Vendor) regarding the Development Approvals and lodging applications to the Authorities as required by the Purchaser, provided the Purchaser pays the reasonable legal costs of the Vendor's Solicitor as provided for hereinafter, if the Vendor requires input from the Vendor's Solicitor.
- (c) It is a condition of this Contract that the Purchaser shall do the following:
- (i) promptly sign all deed and documents and do all acts and things to seek the necessary Development Approvals;
 - (ii) promptly inform the Vendor in writing regarding the progress of the development and other applications made for the purpose of this contract whenever reasonably required to do so by or on behalf of the Vendor including state:
 - the steps taken since the contract date; and
 - the dates of those steps;
 - (iii) consent to the Vendor conferring with and obtaining information and documents at the Vendor's expense from the local council and any other appropriate authority in regard to progress of the development and other applications and for this purpose the Purchaser must promptly provide such reasonably information or documents that the Vendor may request of the Purchaser;
 - (iv) if the approvals as sought are not acceptable to the Purchaser, the Purchaser must inform the Vendor of such within five days of receiving notification of information of such form the council or other appropriate authority.

55.2 Access

On and from the contract date, provided 48 hours prior written notice is give to the Vendors' Solicitor, the Vendor agrees to provide the Purchaser and any authorized officer, agent, surveyor, engineer, architect, consultant or adviser of the Purchaser reasonable

access to the property for the purposes of investigations, analysis, testing, searching, enquiring and due diligence regarding the property and to facilitate the Development Approvals provided the Purchaser is liable for any damage caused to the property in exercising such access, all at the expense of the Purchaser without claim on the Vendor.

55.3 For the purpose of this Contract:

- * *"Development Approvals"* means any application to or approvals from an applicable Authority for development of the Property including, without limiting, demolition of any existing buildings and erection of mixed retail, commercial and residential development and use and subdivision thereof;
- * *"Authority or Authorities"* means any statutory, public, municipal, governmental (State or Federal), local or other authority or semi-governmental body of any kind including without limitation the Crown, a Minister, a government department, a corporation or authority constituted for a public purpose, a holder of an office for a public purpose, a court including but not limited to the Land & Environment Court and any other court of competent jurisdiction.

56. **DEVELOPMENT APPROVALS**

Subject to the right of the Vendor to keep the deposit, the Further Deposit referred to hereinafter (if paid or due in accordance with this Contract) and the Vendors' Solicitor's Costs (paid or due in accordance with this Contract) without any claim by thereon by the Purchaser:

56.1 **Development Approval**

This Contract is subject to and conditional upon the Purchaser obtaining the Development Approvals it seeks on the Property.

56.2 **Right to Rescind the Contract**

The Purchaser is entitled to rescind this Contract if the Purchaser does not obtain the Development Approvals on the Property due to any reason, before Completion.

56.3 **Notice to Rescind the Contract**

The Purchaser must promptly notify the Vendor, in writing, that it has not obtained the Development Approvals on the Property and by virtue of such notification, this Contract is rescinded.

56.4 **Release**

Subject to the provisions of this Contract, the parties release each other from all obligations under this Contract after the Purchaser notifies the Vendor as per clause 56.3 above.

57. **EXTENDED DATE FOR COMPLETION**

- (a) If the Purchaser:

- (i) notifies the Vendor no later than 30 April 2017 that it wishes to extend the due date for completion of this Contract from 1 November 2017 to 1 May 2018; and
- (ii) pays to the Vendor a further deposit of 10% of the Contract price by bank cheque payable to "Alex Ilkin & Co Trust Account" on or before 31 May 2017, such amount to be released forthwith absolutely and beneficially to the Vendor upon payment without claim thereon by the Purchaser, except in the event of default of this Contract by the Vendor (called "the Further Deposit"),

the due date for completion of this Contract will be extended to 1 May 2018.

- (b) If the Contract proceeds to completion, the Further Deposit shall be treated as part payment of the Contract price;
- (c) For the removal of doubt, if the Purchaser defaults in the payment of the Further Deposit, the Extended Settlement Date shall not apply and so instead the Completion Date shall apply in lieu.

58. **PRIVATE LANEWAY**

58.1 **Ownership of the Private Laneway**

The Vendor will use its best endeavours to become the registered proprietor of the Private Laneway adjacent to the Property. The Vendor will liaise with all relevant authorities in order to become the registered proprietor of the private laneway. The "Private Laneway" is defined as the 10.06m(E) wide dirt roadway located immediately to the northern side of the Property and being the length of the Properties.

58.2 **Transfer of Ownership of the Private Laneway**

If the Vendor becomes the registered proprietor of the Private Laneway:

- (a) by 4 December 2017, then the Purchaser has the right to purchase the Private Laneway at \$350 per square metre unless another price is agreed to between the Vendor and the Purchaser; or
- (b) after 4 December 2017, then the Purchaser has the right to purchase the private laneway at \$350 per square metre or the market value per square metre (as determined by a registered valuer engaged by the Vendor at the Purchaser's expense) whichever is the higher, but no less than \$350 per square metre,

provided that the Purchaser will reimburse the Vendor for all costs incurred and payable by the Vendor in effecting the registration of the transfer to the Purchaser's name (or as directed by the Purchaser) and without limitation such costs includes:

- (i) the Vendor's Solicitors costs; and
- (ii) survey and registration fees and charges.

58.3 **No merger**

This clause 58 does not merge on completion of this Contract.

59. **CONDITION PRECEDENT**

The Purchaser acknowledges the Vendor has entered into a Put and Call Option Deed dated 14 June 2016 with Endeavour Development Group Pty Ltd (ACN 608 451 529). This Contract is subject to and conditional on the coming to an end of that option deed under clause 2.2(b) of that option deed.

60. **PURCHASER NAME**

The Vendor acknowledges that Caddens Versatile Pty Ltd is, as at the contract date, a company yet to be formed and the Purchaser agrees to arrange for such company to be formed within 90 days from the contract date and to ensure such company is a company related to the Purchaser. The parties acknowledge and agree that it is intended that Caddens Versatile Pty Ltd be the transferee named on the transfer delivered under this Contract. Despite any other provision in this Contract, the Vendor agrees to accept, at the request and direction of the Purchaser and pursuant to section 18(2) of the Duties Act (NSW), a transfer naming the transferee as Caddens Versatile Pty Ltd provided all risks are borne by the Purchaser in exercising this right and in that regard, the Purchaser shall indemnify and keep indemnified the Vendor against any claim or penalty that may arise from an exercise of this right.

In the event that the proposed company Caddens Versatile Pty Ltd is not incorporated within the said 90 days:

- (a) the Purchaser must promptly notify the Vendor of this fact;
- (b) the Contract must be completed in the name of Chiwayland Australia Pty Ltd as Purchaser in respect of which company all the other provisions hereof shall apply mutatis mutandis;
- (c) the Vendor may keep the deposit paid and the Vendors' Solicitor's Costs (paid or due to be paid in accordance with this Contract) without claim thereon by the Purchaser, but the deposit will be used as part of the purchase price of the Property.

61. **VENDORS' SOLICITOR COSTS**

- (a) The Vendors' solicitor shall regularly issue tax invoices to the Purchaser throughout the course of this matter for work done by the solicitor determined on a solicitor/client basis (called "the Vendors' Solicitors Costs"). The Purchaser must pay the Vendors' Solicitor Costs to the Vendors' Solicitor within 14 days of issue by the solicitor to the Purchaser or Purchaser's solicitor.
- (b) On or before completion of this matter the Purchaser must pay the balance of all the Vendors' Solicitors Costs.

- (c) For the purpose of this Contract, the Vendor discloses that the Vendors' Solicitors Costs are calculated as follows:
- (i) the fee of \$470 per hour plus GST for work by the solicitor;
 - (ii) the fee of \$130 per hour plus GST for work by the solicitor's staff;
 - (iii) internal disbursements as follows:
 - black and white photocopies \$0.50 per page
 - colour photocopies \$2.00 per page
 - facsimiles, emails \$1.00 per page
 - (iv) external disbursements at cost, eg searches
- which fees and disbursements the parties agree is reasonable for this transaction.
- (d) In the event this Contract is rescinded, but not due to the default of the Vendor, the Purchaser must still pay all of the Vendors' Solicitor's Costs incurred since the beginning of this matter with the Purchaser;
- (e) For the removal of doubt as to the Vendors' Solicitor's Costs:
- (i) the Purchaser is deemed to be a Non-Associated Third Party Payer of the Vendors' Solicitor; and
 - (ii) for convenience sake, the Vendors' solicitor shall issue tax invoices addressed directly to the Purchaser.

This is an essential condition of the contract and shall not merge on completion.

62. **COMPANY PURCHASER PERSONAL GUARANTEE**

The person whose details appear in the Schedule of this Special Condition and who by endorsing his signature hereon as evidence of the proper execution of this Contract by the Purchaser hereby personally guarantees the performance by the Purchaser of the whole of its obligations under this Contract and the said person also acknowledges that the Vendor will have the right to proceed against the said person personally:

- * in the event that the Purchaser fails to satisfy those obligations; and
- * regardless whether the Purchaser company proposed to be incorporated is incorporated or not

without the need for the Vendor to proceed to enforce the obligations against the Purchaser.

SCHEDULE

Min Chen of 14 Phillip Street Oatlands NSW 2117

63. **PURCHASER TO PROVE**

If a claim is made that this Contract does not comply with a requirement of the Conveyancing Act 1919, the Purchaser bears the onus of establishing that this Contract does not comply with the requirement.

64. **CONFIDENTIALITY**

64.1 **Information to remain confidential**

The provisions of this Contract and all information relating to it are confidential and the parties must keep that information confidential and must not make any disclosure without the prior written consent of the other party.

64.2 **Circumstances when confidentiality will not apply**

The preceding provision will not apply in the following circumstances:

- (a) any disclosure required by law;
- (b) any disclosure required by any applicable stock exchange listing rulings;
- (c) disclosure to solicitors, barristers or other professional advisers under a duty of confidentiality;
- (d) a disclosure to bankers or other financial institutions of the party, to the extent required for the purpose of raising funds or maintaining compliance with credit arrangements;
- (e) any disclosure to an entity or entities nominated by the Vendor or the Purchaser provided the identity of that entity or entities is disclosed to the other party;
- (f) any disclosure to a person entity or entities by the Purchaser in relation to the on-sale of the Property (or part thereof), the Purchaser's legal and financial advisors and possible development of the Property;
- (g) disclosure of any information that is a matter of public record.

65. **GST**

Despite any other provision of this Contract, if the sale of the property under this Contract is determined to be a taxable supply for GST purposes to an extent, then:

- (a) clause 13.9 of this Contract applies however the evidence of value must be obtained by the Vendor at the Purchaser's expense;
- (b) the Vendor must be registered for GST as at completion of this Contract; and

- (c) the Purchaser agrees to pay to the Vendor, at completion and on presentation by the Vendor of a tax invoice suitable for GST purposes under this Contract, the GST so calculated.

ROHOZ & ILKIN.Final 46-66 SPECIAL CONDITIONS - CHIWAYLAND - 28.6.16.docx

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 3/1103503

SEARCH DATE	TIME	EDITION NO	DATE
14/6/2016	5:32 PM	2	28/8/2014

LAND

LOT 3 IN DEPOSITED PLAN 1103503
AT KINGSWOOD
LOCAL GOVERNMENT AREA PENRITH
PARISH OF CLAREMONT COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1103503

FIRST SCHEDULE

LES ROHOZYNSKY
IRENE ILKIN

AS TENANTS IN COMMON IN EQUAL SHARES

(AD AI819789)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 QUALIFIED TITLE. CAUTION PURSUANT TO SECTION 28J OF THE REAL PROPERTY ACT, 1900. ENTERED 20-9-2006 BK 2718 NO 927
- 3 LIMITED TITLE. LIMITATION PURSUANT TO SECTION 28T(4) OF THE REAL PROPERTY ACT, 1900. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 14/6/2016

* 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.
© State of New South Wales through Land and Property Information (2016)
SAI Global Property Division 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.

DP 1103503

Registered: 19.9.2006
Title System: OLD SYSTEM
Purpose: LIMITED FOLIO CREATION
Ref. Map: U7360-72
Last Plan: DP111110

PLAN OF LAND COMPRISED IN
DEED BK. 2718 NO. 927
BEING LOT 3 OF MOLLOY'S DIVISION

Lengths are in metres. Reduction Ratio - NTS

Sheet: 1 of 1 sheets

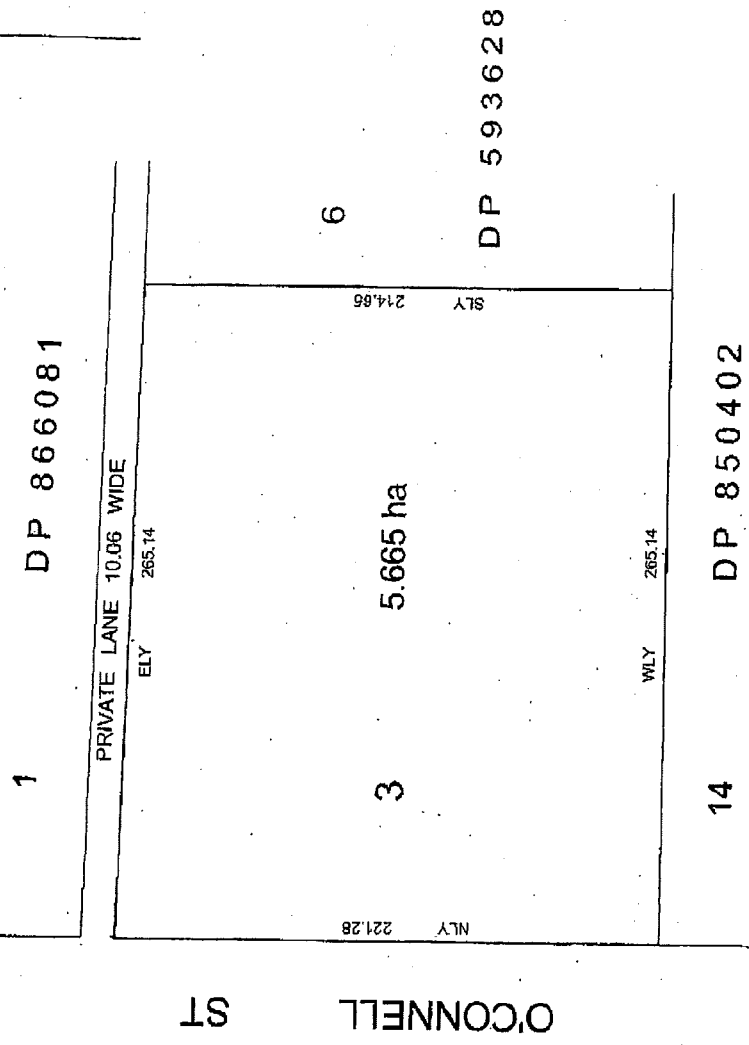
L.G.A.: PENRITH

LOCALITY: KINGSWOOD
PARISH: CLAREMONT
COUNTY: CUMBERLAND

THIS PLAN WAS PREPARED SOLELY TO
IDENTIFY THE LAND IN THE ABOVE DEED
AND THE BOUNDARIES HAVE NOT BEEN
INVESTIGATED BY THE REGISTRAR GENERAL

THIS PLAN IS NOT A CURRENT PLAN IN TERMS OF
S.7A CONVEYANCING ACT 1979.

LPI Ref.: TCB2/15



O'CONNELL ST

At No 927 11/26 2718
Conveyance

Class from 1/1/1916
to 1/1/1917
7/6.

1964

THIS DEED made this 3rd day of September One thousand nine hundred and sixty four BETWEEN WILLIAM LESLIE LACKY of O'Connell Street, Kingswood in the State of New South Wales, Farmer (hereinafter called "the Vendor") of the one part and JOSEPH ROMOZYNSKY of lot 3 O'Connell Street, St. Marys in the said State, Timber Merchant and ANNA ROMOZYNSKY his wife (hereinafter called "the Purchasers") of the other part WHEREAS by Indenture of Conveyance bearing date the 1st day of November, One thousand nine hundred and forty three and made between Joseph Henry Taylor therein described of the one part and the Vendor of the other part and registered No. 821 Book 1935 the Vendor became seised for an estate in fee simple free from encumbrance in the lands and hereditaments hereinafter described and intended to be hereby conveyed AND WHEREAS the Vendor has agreed to sell and the Purchasers to purchase the said lands and hereditaments at or for the price or sum of NINE THOUSAND POUNDS (£9,000.0.0) NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Nine thousand pounds (£9,000.0.0) paid by the Purchasers to the Vendor (the receipt whereof the Vendor doth hereby acknowledge) the Vendor as beneficial owner DOETH HEREBY convey unto the Purchasers in fee simple as joint tenants ALL THAT piece or parcel of land situate in the Parish of Claremont County of Cumberland State of New South Wales and being lot three of Malloys division of Lots twenty eight and twenty nine O'Connell's Estate St. Marys containing fourteen acres more or less commencing on East side of a reserved road one chain wide fifty links southerly from the South East corner of Lot two and bounded on the north by a lane half a chain wide dividing this from Lot Two bearing Easterly one thousand three hundred and eighteen links on the East by a line dividing this from Lot Six bearing Southerly one thousand and sixty seven links on the south by a line dividing this from Lot four bearing Westerly One thousand three hundred and eighteen links and on the West by aforesaid Reserved road bearing northerly one thousand one hundred links to the point of commencement.

IN WITNESS WHEREOF the Vendor/has hereunto set his hand and hereunto affixed his seal the day and year hereinbefore mentioned.

SIGNED SEALED AND DELIVERED)
the said WILLIAM LESLIE)
LACKY in the presence of:-)

~~W. Lacky~~
W. Lacky

A.R. Hunt
Solicitor
Sydney.

W. Lacky

GARRY FRANCIS STEWART BOYCE, Clerk to Messrs. Hunt & Hunt, Solicitors,
of 15 Bligh Street, Sydney, being duly sworn, makes oath and says:

The writing contained above has been compared by me with
the original *[unclear]* and is a true copy thereof.

Sworn at Sydney this *6th* day)
of *October* 1964, before me,) *[Signature]*

[Signature]

Received into the Registration of Deeds Office at Sydney this
6th day of *October* 1964, at *30* minutes past *12*
o'clock in the *after* noon from GARRY FRANCIS STEWART BOYCE, Clerk
to Messrs. Hunt & Hunt, Solicitors, of 15 Bligh Street, Sydney.

[Signature]
DEPUTY REGISTRAR

Contract for the sale and purchase of land 2016 edition

TERM **MEANING OF TERM** **NSW Duty:**
 vendor's agent **BEST COMMERCIAL INDUSTRIAL PROPERTIES** Tel: 1800 686 627
 24 Kullaroo Road Summerland Point NSW 2259 0400 218 212 Ivan Semciw

co-agent
 vendor **LES ROHOZYNSKY** of PO Box 190 St Marys NSW 1790
IRENE ILKIN c/- Alex Ilkin & Co 3/13 Morts Road Mortdale NSW 2223

vendor's solicitor **ALEX ILKIN & CO** Tel: 9580 9199 Fax: 9580 9738 Ref: AI:7728
 Suite 3/13 Morts Road Mortdale NSW 2223
 (PO Box 141 Mortdale NSW 2223)

date for completion **1 NOVEMBER 2017**
 land(address,
 plan details and
 title reference) **46a O'Connell Street CADDENS NSW 2747**
LOT 6 IN DEPOSITED PLAN 593628

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other:

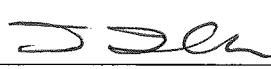
attached copies documents in the List of Documents as marked or numbered:
 other documents:

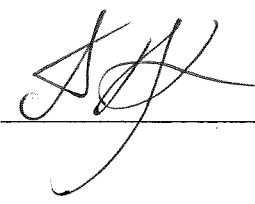
A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions blinds dishwasher light fittings stove
 built-in wardrobes fixed floor coverings range hood pool equipment
 clothes line insect screens solar panels TV antenna
 curtains other:
 exclusions **(SEE ANNEXURE "A")**
 purchaser **CHIWAYLAND AUSTRALIA PTY LIMITED** ACN 601 139 753 on behalf of Caddens
 Versatile Pty Ltd, a company yet to be formed
 L17/25 Bligh Street Sydney NSW 2000
 purchaser's solicitor **HOLMAN FENWICK WILLAN** Tel: 9320 4620 Fax: 9320 4666
 1 Bligh Street Sydney NSW 2000 Contact: Carolyn Chudleigh
 price \$25,500,000.00
 deposit \$ 2,550,000.00 (10% of the price, unless otherwise stated)
 balance \$22,950,000.00
 contract date 28/6/16 (if not stated, the date this contract was made)

buyer's agent

X 

X Vendor 



witness

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

purchaser JOINT TENANTS tenants in common in unequal shares

witness

Choices

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

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

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

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

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

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

List of Documents

General

- 1 property certificate for the land
- 2 plan of the land
- 3 unregistered plan of the land
- 4 plan of land to be subdivided
- 5 document that is to be lodged with a relevant plan
- 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
- 7 section 149(5) information included in that certificate
- 8 service location diagram (pipes)
- 9 sewerage service diagram (property sewerage diagram)
- 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- 11 section 88G certificate (positive covenant)
- 12 survey report
- 13 building certificate given under *legislation*
- 14 insurance certificate (Home Building Act 1989)
- 15 brochure or warning (Home Building Act 1989)
- 16 lease (with every relevant memorandum or variation)
- 17 other document relevant to tenancies
- 18 old system document
- 19 Crown purchase statement of account
- 20 building management statement
- 21 form of requisitions
- 22 *clearance certificate*
- 23 land tax certificate

Swimming Pools Act 1992

- 24 certificate of compliance
- 25 evidence of registration
- 26 relevant occupation certificate
- 27 certificate of non-compliance
- 28 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- 29 property certificate for strata common property
- 30 plan creating strata common property
- 31 strata by-laws not set out in *legislation*
- 32 strata development contract or statement
- 33 strata management statement
- 34 leasehold strata - lease of lot and common property
- 35 property certificate for neighbourhood property
- 36 plan creating neighbourhood property
- 37 neighbourhood development contract
- 38 neighbourhood management statement
- 39 property certificate for precinct property
- 40 plan creating precinct property
- 41 precinct development contract
- 42 precinct management statement
- 43 property certificate for community property
- 44 plan creating community property
- 45 community development contract
- 46 community management statement
- 47 document disclosing a change of by-laws
- 48 document disclosing a change in a development or management contract or statement
- 49 document disclosing a change in boundaries
- 50 certificate under Management Act – section 109 (Strata Schemes)
- 51 certificate under Management Act – section 26 (Community Land)

Other

- 52

CERTIFICATE UNDER S66W OF THE CONVEYANCING ACT 1919

I, _____ of _____

in the State of New South Wales, Solicitor, certify as follows:

- (1) I am a Solicitor currently admitted to practise in New South Wales.
- (2) I am giving this certificate in accordance with Section 66W of the *Conveyancing Act, 1919* with reference to a contract for the sale of the property situated at and known as **46a O'Connell Street Caddens NSW 2747** from **Les Rohozynsky & Irene Ilkin** (the Vendor) to (the Purchaser) in order that there is no cooling-off period in relation to that contract.
- (3) I do not act for the Vendor and I am not employed in the legal practice of a Solicitor acting for the Vendor nor am I a member or employee of a firm of which a Solicitor acting for the Vendor is a member or employee.
- (4) I have explained to _____:
 - (i) the effect of the Contract for the purchase of that property;
 - (ii) the nature of this certificate;
 - (iii) the effect of giving this certificate to the Vendor, that is, that there is no cooling-off period in relation to the Contract.

DATED: ____ / ____ / ____

SIGNED:

WARNING— SWIMMING POOLS

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

WARNING— SMOKE ALARMS

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

WARNINGS

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

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

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is \$2 million or more, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

DISPUTES

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

AUCTIONS

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of 10% of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other party;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a party, the party's <i>solicitor</i> or licensed conveyancer named in this contract or in a <i>notice 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 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- The purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;

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

8 Vendor's rights and obligations

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the GST rate if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 Normally, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 14 Adjustments**
- 14.1 Normally, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must adjust land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 Normally, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

- 16.3 Normally, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less:
- any deposit paid;
 - if clause 31 applies, the *remittance amount*; and
 - any amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 Normally, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 Normally, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 Normally, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*,
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by fax to the *party's solicitor*, unless it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* includes a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

- 23 Strata or community title**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 'common property' includes association property for the scheme or any higher scheme;
 'contribution' includes an amount payable under a by-law;
 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 'the *property*' includes any interest in common property for the scheme associated with the lot;
 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
- 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
- 23.6.3 the purchaser is liable for all other contributions levied after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.
- 23.8 Normally, the purchaser cannot make a claim or requisition or rescind or terminate in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can rescind if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve a certificate under s109 Strata Schemes Management Act 1996 or s26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision.

- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- 23.18 If a general meeting of the owners corporation is convened before completion –
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was *materially* false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 - 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 - 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 - 26.4 To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
 - 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
 - 27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
 - 27.4 If consent is refused, either party can *rescind*.
 - 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a party, then that party can *rescind* *within* 7 days after receipt by or *service* upon the party of written notice of the conditions.
 - 27.6 If consent is not given or refused –
 - 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 - 27.6.2 *within* 30 days after the application is made, either party can *rescind*.
 - 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
 - 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 - 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 - 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 - 28.3 If the plan is not registered *within* that time and in that manner –
 - 28.3.1 the purchaser can *rescind*; and
 - 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 - 28.4 Either party can *serve* notice of the registration of the plan and every relevant lot and plan number.
 - 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a party, then it benefits only that party.
- 29.4 if anything is necessary to make the event happen, each party must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A party can rescind under this clause only if the party has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a party who has the benefit of the provision, the party can rescind within 7 days after either party serves notice of the condition.
- 29.7 If the parties can lawfully complete without the event happening –
- 29.7.1 if the event does not happen within the time for it to happen, a party who has the benefit of the provision can rescind within 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a party who has the benefit of the provision can rescind within 7 days after either party serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either party serving notice of the event happening;
 - every party who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the parties cannot lawfully complete without the event happening
- 29.8.1 if the event does not happen within the time for it to happen, either party can rescind;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either party can rescind;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either party serves notice of the event happening.
- 29.9 A party cannot rescind under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This Conveyancing Transaction is to be conducted as an electronic transaction if –
- 30.1.1 this contract says that it is a proposed electronic transaction; and
- 30.1.2 the purchaser serves a notice that it is an electronic transaction within 14 days of the contract date.
- 30.2 However, this Conveyancing Transaction is not to be conducted as an electronic transaction if, at any time after it has been agreed that it will be conducted as an electronic transaction, a party serves a notice that it will not be conducted as an electronic transaction.
- 30.3 If, because of clause 30.2, this Conveyancing Transaction is not to be conducted as an electronic transaction –
- 30.3.1 each party must –
- bear equally any disbursements or fees; and
 - otherwise bear that party's own costs;
- associated with the agreement under clause 30.1; and
- 30.3.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.2.
- 30.4 If this Conveyancing Transaction is to be conducted as an electronic transaction –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the participation rules;
- 30.4.3 the parties must conduct the electronic transaction in accordance with the participation rules and the ECNL;
- 30.4.4 a party must pay the fees and charges payable by that party to the ELNO and the Land Registry as a result of this transaction being an electronic transaction;

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

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|-------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a party to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |
- 31 **Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies to contracts made on or after 1 July 2016 but only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of the purchaser's submission of a purchaser payment notification to the Australian Taxation Office;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves a *clearance certificate* in respect of every vendor, clauses 31.2 and 31.3 do not apply.

ANNEXURE "A"

Exclusions from house:

- all shelves and brackets in hallway.

**These are the special conditions of the Contract for Sale
(Contract) dated**

Between: Les Rohozynsky and Irene Ilkin
(Vendor)

And: Chiwayland Australia Pty Ltd ACN 601 139 753 on behalf of Caddens
Versatile Pty Ltd, a company yet to be formed
(Purchaser)

In respect of: 46a O'Connell Street Caddens NSW 2747
(Property)

32. **AMENDMENTS TO THE PRINTED FORM**

For all purposes of this Contract, the terms of the printed Contract to which those Special Conditions are annexed are amended as follows:

- (a) Clause 7.1.1 shall be amended by deleting the entire sub-clause.
- (b) Clause 16.5 is amended by deleting the words "plus another 20% of that fee."
- (c) Clause 16.7 is amended by deleting the words "cash (to \$2,000.00) or" and by amending the word "settlement" to read "Bank".
- (d) Clause 16.8 is amended by replacing the word "settlement" with the word "bank and replacing "\$10" with "\$5".

33. **REPRESENTATION, CONDITION AND STATE OF REPAIR**

Subject to Section 52A(2)(b) of the Conveyancing Act 1919 and Regulations pursuant thereto and subject to any warranty or representation expressly provided herein or which by law cannot be excluded, the Purchaser acknowledges and agrees and declares that:

- (a) This Contract represent the entire agreement between the parties;
- (b) The Purchaser buys the Property in its present state of repair and condition;
- (c) The Purchaser buys the Property relying entirely on the Purchaser's own knowledge, inspection and enquiries and except as provided in this Contract, the Vendor makes no statements or representations and gives no warranties in relation to the Property;
- (d) The Purchaser does not rely on any advertising or sales promotional literature in relation to the Property;

- (e) The Purchaser does not rely on any statements, representations or warranties made by the selling agent;
- (f) Any warranties by or on behalf of the Vendor, express or implied, as to any purpose for which the Property or as to any purpose for which the improvements erected on the Property can be used are hereby negated;
- (g) No objection requisition or claim for compensation shall be made by the Purchaser in respect of, nor shall the Purchaser be entitled to rescind this Contract or delay completion by reason of any of the following:
 - (i) the presence of any sewer manhole or vent on the Property;
 - (ii) any latent or patent defect in the Property; or
 - (iii) whether any easements for support have or have not been granted in respect of any wall (including any party wall).

34. **DEATH OR BANKRUPTCY**

Should the Purchaser or any one of them die or become bankrupt before completion of this Contract or not be incorporated within 90 days after this Contract then the Vendor may by notice in writing to the Purchaser or his solicitors rescind this Contract and the provisions of clause 19 hereof shall govern such rescission but the Vendor may keep the deposit, the Further Deposit referred to hereinafter (if paid or due in accordance with this Contract) for their own use and the Vendors' Solicitor Costs and they are non-refundable under any circumstances, except in the case of default by the Vendor.

35. **LATE COMPLETION**

Should settlement not be effected within the time herein stipulated for any reason other than the delay of the Vendor then the Purchaser shall pay interest on the unpaid balance of the purchase moneys at the rate of 10% per annum computed from the date stipulated until the actual date of settlement. This condition shall be in addition to any other rights conferred on the Vendor by virtue of this Contract.

36. **NOTICE TO COMPLETE**

It is hereby expressly agreed and declared that at any time after the completion date hereof either party shall be entitled to serve upon the other a Notice to Complete this Contract requiring that party to complete the same and fixing the time for completion which time shall be of the essence of the Contract and such notice shall be deemed to be sufficient as to time if a period of not less than fourteen (14) days from the date of service of the notice is allowed for completion. The parties hereto acknowledge that any notice so given shall be valid for all purposes both at Law or in Equity and that the time for completion of the Contract therein specified shall be reasonable and of the essence of the Contract and they shall not be entitled to make any objections thereto and if either party shall fail to comply with the same the other shall forthwith be entitled to rescind the said Contract **BUT PROVIDED ALWAYS** that the party serving the notice shall be at liberty at any time to

withdraw this said Notice without prejudice to his continuing right to give any such notice. If the Vendor validly issues such notice the Purchaser shall, on completion, pay to the Vendor the sum of \$200.00 being a genuine estimate of the Vendors legal costs of issuing and serving the Notice to Complete.

37. **DEPOSIT PAYMENT AND RELEASE**

Subject to clause 2 hereof, the deposit payable hereunder shall be paid by bank cheque drawn to "Alex Ilkin & Co Trust Account" by the Purchaser on the contract date and released absolutely and beneficially to the Vendor. Noting in this clause shall limit in any way any of the Vendor's rights pursuant to clause 9 hereof and that the provisions of this clause are in addition to the provisions of clause 9 hereof.

For the removal of doubt, the Vendor may keep the deposit for their use and the Vendors' Solicitors Costs and they are non-refundable under any circumstances, except in the case of default by the Vendor.

38. **ELECTRICITY COMMISSION**

The Vendor specifically discloses to the Purchaser the Electricity Commissions of NSW will state that the land the subject of the Contract "lies" within an area over which the Electricity Commission holds a Petroleum Exploration Licence for oil and gas. The Purchaser will make no objection, requisition or claim for compensation and acknowledges the disclosure herein is a specific disclosure as required pursuant to section 52A(2)(b) of the Conveyancing Act 1919 (NSW) and the Conveyancing (Vendor Disclosure Warranty) Regulation 1986.

39. **MORTGAGE DISCHARGE**

On completion the Purchaser shall accept in registrable form a discharge of any mortgage or withdrawal of any caveat or surrender of any expired lease then on the title (unless the same is lodged by or on behalf of the Purchaser) together with either any documents necessary to procure registration thereof or any evidence of production thereof to the Land Titles Office and together with the registration fee payable in respect thereof.

40. **SWIMMING POOL**

- (a) If the improvements include a swimming pool, the Purchaser shall not be entitled to make any objection, requisitions or claim for compensation by reason of the fact that such pool or its surrounds does not comply with the Swimming Pools Act 1992 and/or the regulations made pursuant thereto.
- (b) If the Property contains as defined under the Swimming Pools Act 1992 NSW that requires registration then either of the following documents are enclosed:
 - (i) valid certificate of compliance issued by either the council or an accredited certified under the Act; or

- (ii) relevant occupation certificate and evidence that the swimming pool is registered under the Act; or
- (iii) a certificate of non-compliance and detailed reasons for non-compliance.

41. **NOTICES BY FAX**

In addition to the provisions contained in clause 20.6.5 hereof a notice or document shall be sufficiently served for the purposes of this Contract if the notice or document is sent by means of facsimile transmission and in any such case shall be deemed to be duly given or made when the transmission has been completed except where:

- (a) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission in which case the facsimile transmission shall be deemed not to have been made or given; or
- (b) the time of dispatch is not before 5.00pm local time on a day in which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next such business day in that place.

42. **SURVEY**

If a survey of the Property is annexed to this Contract, the Purchaser acknowledges having inspected the survey and agrees that no objection, requisition or claim for compensation shall be made on any matter referred to in the survey.

43. **ADJUSTMENTS**

Notwithstanding anything to the contrary herein contained or implied but subject to special condition 54, where the Vendor is liable to pay water and sewerage usage charges, the Vendor must, on completion, allow amounts for water and sewerage usage charges for which the relevant authority has not issued accounts. Such amounts are to be calculated by multiplying:

- (a) the number of unbilled days up to and including the adjustment date; by:
- (b) the average charge per day for usage for the last period for which an account has issued.

44. **ADJUSTMENT ERROR**

The parties agree to adjust all outgoings, rates and land tax and all amounts under the Contract on settlement, but if any amount is incorrectly calculated, overlooked or an error is made in such calculations, the parties agree to correct such error and to reimburse each other accordingly within 14 working days of settlement being effected. This clause shall not merge on completion.

45. **SEPP CHANGES**

The Vendor discloses that SEPP28 has been repealed and that some provisions of SEPP25 and SREP12 that allowed subdivision of dual occupancies have been repealed, and the attached section 149 certificate may be inaccurate in respect of those matters.

46. **SETTLEMENT VENUE**

The parties hereby agree that if the title deeds for the Property are held by the Vendor and the Purchaser wishes to complete at a place away from the office of either the Vendor's solicitor or the Vendor's solicitor's city agents, then the Purchaser will pay the charges of the Vendor's solicitor's city agent for attending completion at such other place.

47. **SECTION 149 CERTIFICATE AND SEARCH**

The Purchaser has no objection to the inclusion in the Contract of the section 149 certificate from the council and the computer folio search and will not require the Vendor to obtain documents later than the date of the documents included in the Contract.

48. **BUILDING MATERIALS**

The Purchaser agrees that the Vendor is not obligated to remove or pay for the removal of any building materials, vegetation and or any collection of items or materials which were present on the property at the time of the Purchaser's first inspection, whether stored in or under the house or on the property in any manner whatsoever, other than as may be specified herein and the Purchaser will make no objection or claim for compensation in relation thereto.

49. **WARRANT AS TO AGENT**

The Purchaser warrants to the Vendor that it was not introduced to the property by any agent other than the agent (if any) named in this Contract, nor was any other agent the effective cause of the sale herein provided for. In the event that the Purchaser is in breach of such warranty the Purchaser hereby agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent (other than the agent referred to herein) arising out of this sale. The condition shall not merge on completion hereof.

50. **FIRB APPROVAL**

- (a) The Purchaser must do all things necessary, at the Purchaser's cost, to promptly obtain approval or consent from the Foreign Investment Review Board to the purchase by the Purchaser of the Property. If the Purchaser has been unable to obtain such approval or consent before completion before the date that is nine (9) months after the contract date, the Purchaser will be in breach of this Contract.
- (b) In the event of a breach of this Contract, the Purchaser hereby indemnifies the Vendor from and against any loss, damages, penalty, fine, expense and costs which the Vendor may suffer or incur as a result of such breach.

- (c) For the removal of doubt, the Vendor may keep the deposit, the Further Deposit referred to hereinafter (if paid or due in accordance with this Contract) and the Vendors' Solicitor's Costs (paid or due in accordance with this Contract) without any claim thereon by the Purchaser if the Purchaser breaches this special condition.
- (d) For the purpose of this condition, the Purchaser must inform the Vendor whether approval or consent or non-objection by FIRB applies to the Purchaser within the said nine (9) months.

51. **CONSUMER CREDIT CODE WARRANTY**

The Purchaser warrants to the Vendor that credit is not required to pay for the Property or that the Purchaser has at the date hereof obtained approval for credit to finance the purchase of the Property on reasonable terms. The Purchaser therefore acknowledges that this Contract shall not be subject to termination pursuant to section 124(1) of the Consumer Credit Code.

52. **CHRISTMAS HOLIDAYS**

Nothing in this Contract shall have the effect of requiring either party to complete this Contract from and after the 22nd day of December in the year in which this Contract was made and before the 20th day of January in the following year. If the date for completion provided for in this Contract (or as required by a Notice to Complete) would otherwise be on or between these dates, the Completion Date shall instead be on 20th January in the following year, unless the parties mutually agree to a different date.

53. **INTERDEPENDENCY AND SIMULTANEOUS SETTLEMENT**

The parties agree that it is an essential and fundamental condition of this Contract that completion of this Contract shall take place and be conditional upon the simultaneous completion of the contract for the sale of land between the Vendor and the Purchaser in respect of the adjoining property known as Lot 3 in Deposited Plan 1103503 being 46-66 O'Connell Street Caddens owned by the Vendor.

54. **LAND TAX, WATER & COUNCIL**

In addition to the other provisions of this Contract, in the event that completion of the sale occurs on or after 1 December 2017 (or such later date as may be permitted by way of extension of the date of completion under clause 57), the Purchaser must at completion pay or reimburse the Vendor for all:

- (a) of the land tax for the Property as due any payable on or after 1 December 2017;
- (b) of the water rates and local council rates due and payable on or after 1 December 2017.

55. **DEVELOPMENT AND ACCESS**

55.1 **Development**

- (a) Anytime after the contract date and up to completion of this Contract, the Vendor authorises and consents to the Purchaser lodging or submitting or obtaining Development Approvals (including variations to approvals and applications) in addition to making any enquiries of any Authority in relation to the Property, all at the expense of the Purchaser without claim on the Vendor.
- (b) The Vendor agrees to promptly provide to the Purchaser, at the Purchaser's cost, with all reasonable assistance in relation to all information, searches, enquiries, activities and documentation required regarding the Development Approvals and to otherwise cooperate with the Purchaser in relation with the Development Approvals including duly executing and delivering to the Purchaser all documentation reasonably required by the Purchaser (including without limiting any letter of consent to Council executed by the Vendor) regarding the Development Approvals and lodging applications to the Authorities as required by the Purchaser, provided the Purchaser pays the reasonable legal costs of the Vendor's Solicitor as provided for hereinafter, if the Vendor requires input from the Vendor's Solicitor.
- (c) It is a condition of this Contract that the Purchaser shall do the following:
 - (i) promptly sign all deed and documents and do all acts and things to seek the necessary Development Approvals;
 - (ii) promptly inform the Vendor in writing regarding the progress of the development and other applications made for the purpose of this contract whenever reasonably required to do so by or on behalf of the Vendor including state:
 - the steps taken since the contract date; and
 - the dates of those steps;
 - (iii) consent to the Vendor conferring with and obtaining information and documents at the Vendor's expense from the local council and any other appropriate authority in regard to progress of the development and other applications and for this purpose the Purchaser must promptly provide such reasonably information or documents that the Vendor may request of the Purchaser;
 - (iv) if the approvals as sought are not acceptable to the Purchaser, the Purchaser must inform the Vendor of such within five days of receiving notification of information of such form the council or other appropriate authority.

55.2 Access

On and from the contract date, provided 48 hours prior written notice is give to the Vendors' Solicitor, the Vendor agrees to provide the Purchaser and any authorized officer, agent, surveyor, engineer, architect, consultant or adviser of the Purchaser reasonable

access to the property for the purposes of investigations, analysis, testing, searching, enquiring and due diligence regarding the property and to facilitate the Development Approvals provided the Purchaser is liable for any damage caused to the property in exercising such access, all at the expense of the Purchaser without claim on the Vendor.

55.3 For the purpose of this Contract:

- * *"Development Approvals"* means any application to or approvals from an applicable Authority for development of the Property including, without limiting, demolition of any existing buildings and erection of mixed retail, commercial and residential development and use and subdivision thereof;
- * *"Authority or Authorities"* means any statutory, public, municipal, governmental (State or Federal), local or other authority or semi-governmental body of any kind including without limitation the Crown, a Minister, a government department, a corporation or authority constituted for a public purpose, a holder of an office for a public purpose, a court including but not limited to the Land & Environment Court and any other court of competent jurisdiction.

56. **DEVELOPMENT APPROVALS**

Subject to the right of the Vendor to keep the deposit, the Further Deposit referred to hereinafter (if paid or due in accordance with this Contract) and the Vendors' Solicitor's Costs (paid or due in accordance with this Contract) without any claim by thereon by the Purchaser:

56.1 **Development Approval**

This Contract is subject to and conditional upon the Purchaser obtaining the Development Approvals it seeks on the Property.

56.2 **Right to Rescind the Contract**

The Purchaser is entitled to rescind this Contract if the Purchaser does not obtain the Development Approvals on the Property due to any reason, before Completion.

56.3 **Notice to Rescind the Contract**

The Purchaser must promptly notify the Vendor, in writing, that it has not obtained the Development Approvals on the Property and by virtue of such notification, this Contract is rescinded.

56.4 **Release**

Subject to the provisions of this Contract, the parties release each other from all obligations under this Contract after the Purchaser notifies the Vendor as per clause 56.3 above.

57. **EXTENDED DATE FOR COMPLETION**

- (a) If the Purchaser:

- (i) notifies the Vendor no later than 30 April 2017 that it wishes to extend the due date for completion of this Contract from 1 November 2017 to 1 May 2018; and
- (ii) pays to the Vendor a further deposit of 10% of the Contract price by bank cheque payable to "Alex Ilkin & Co Trust Account" on or before 31 May 2017, such amount to be released forthwith absolutely and beneficially to the Vendor upon payment without claim thereon by the Purchaser, except in the event of default of this Contract by the Vendor (called "the Further Deposit"),

the due date for completion of this Contract will be extended to 1 May 2018.

- (b) If the Contract proceeds to completion, the Further Deposit shall be treated as part payment of the Contract price;
- (c) For the removal of doubt, if the Purchaser defaults in the payment of the Further Deposit, the Extended Settlement Date shall not apply and so instead the Completion Date shall apply in lieu.

58. PRIVATE LANEWAY

58.1 **Ownership of the Private Laneway**

The Vendor will use its best endeavours to become the registered proprietor of the Private Laneway adjacent to the Property. The Vendor will liaise with all relevant authorities in order to become the registered proprietor of the private laneway. The "Private Laneway" is defined as the 10.06m(E) wide dirt roadway located immediately to the northern side of the Property and being the length of the Properties.

58.2 **Transfer of Ownership of the Private Laneway**

If the Vendor becomes the registered proprietor of the Private Laneway:

- (a) by 4 December 2017, then the Purchaser has the right to purchase the Private Laneway at \$350 per square metre unless another price is agreed to between the Vendor and the Purchaser; or
- (b) after 4 December 2017, then the Purchaser has the right to purchase the private laneway at \$350 per square metre or the market value per square metre (as determined by a registered valuer engaged by the Vendor at the Purchaser's expense) whichever is the higher, but no less than \$350 per square metre,

provided that the Purchaser will reimburse the Vendor for all costs incurred and payable by the Vendor in effecting the registration of the transfer to the Purchaser's name (or as directed by the Purchaser) and without limitation such costs includes:

- (i) the Vendor's Solicitors costs; and
- (ii) survey and registration fees and charges.

58.3 **No merger**

This clause 58 does not merge on completion of this Contract.

59. **CONDITION PRECEDENT**

The Purchaser acknowledges the Vendor has entered into a Put and Call Option Deed dated 14 June 2016 with Endeavour Development Group Pty Ltd (ACN 608 451 529). This Contract is subject to and conditional on the coming to an end of that option deed under clause 2.2(b) of that option deed.

60. **PURCHASER NAME**

The Vendor acknowledges that Caddens Versatile Pty Ltd is, as at the contract date, a company yet to be formed and the Purchaser agrees to arrange for such company to be formed within 90 days from the contract date and to ensure such company is a company related to the Purchaser. The parties acknowledge and agree that it is intended that Caddens Versatile Pty Ltd be the transferee named on the transfer delivered under this Contract. Despite any other provision in this Contract, the Vendor agrees to accept, at the request and direction of the Purchaser and pursuant to section 18(2) of the Duties Act (NSW), a transfer naming the transferee as Caddens Versatile Pty Ltd provided all risks are borne by the Purchaser in exercising this right and in that regard, the Purchaser shall indemnify and keep indemnified the Vendor against any claim or penalty that may arise from an exercise of this right.

In the event that the proposed company Caddens Versatile Pty Ltd is not incorporated within the said 90 days:

- (a) the Purchaser must promptly notify the Vendor of this fact;
- (b) the Contract must be completed in the name of Chiwayland Australia Pty Ltd as Purchaser in respect of which company all the other provisions hereof shall apply mutatis mutandis;
- (c) the Vendor may keep the deposit paid and the Vendors' Solicitor's Costs (paid or due to be paid in accordance with this Contract) without claim thereon by the Purchaser, but the deposit will be used as part of the purchase price of the Property.

61. **VENDORS' SOLICITOR COSTS**

- (a) The Vendors' solicitor shall regularly issue tax invoices to the Purchaser throughout the course of this matter for work done by the solicitor determined on a solicitor/client basis (called "the Vendors' Solicitors Costs"). The Purchaser must pay the Vendors' Solicitor Costs to the Vendors' Solicitor within 14 days of issue by the solicitor to the Purchaser or Purchaser's solicitor.
- (b) On or before completion of this matter the Purchaser must pay the balance of all the Vendors' Solicitors Costs.

(c) For the purpose of this Contract, the Vendor discloses that the Vendors' Solicitors Costs are calculated as follows:

- (i) the fee of \$470 per hour plus GST for work by the solicitor;
- (ii) the fee of \$130 per hour plus GST for work by the solicitor's staff;
- (iii) internal disbursements as follows:
 - black and white photocopies \$0.50 per page
 - colour photocopies \$2.00 per page
 - facsimiles, emails \$1.00 per page
- (iv) external disbursements at cost, eg searches

which fees and disbursements the parties agree is reasonable for this transaction.

(d) In the event this Contract is rescinded, but not due to the default of the Vendor, the Purchaser must still pay all of the Vendors' Solicitor's Costs incurred since the beginning of this matter with the Purchaser;

(e) For the removal of doubt as to the Vendors' Solicitor's Costs:

- (i) the Purchaser is deemed to be a Non-Associated Third Party Payer of the Vendors' Solicitor; and
- (ii) for convenience sake, the Vendors' solicitor shall issue tax invoices addressed directly to the Purchaser.

This is an essential condition of the contract and shall not merge on completion.

62. **COMPANY PURCHASER PERSONAL GUARANTEE**

The person whose details appear in the Schedule of this Special Condition and who by endorsing his signature hereon as evidence of the proper execution of this Contract by the Purchaser hereby personally guarantees the performance by the Purchaser of the whole of its obligations under this Contract and the said person also acknowledges that the Vendor will have the right to proceed against the said person personally:

- * in the event that the Purchaser fails to satisfy those obligations; and
- * regardless whether the Purchaser company proposed to be incorporated is incorporated or not

without the need for the Vendor to proceed to enforce the obligations against the Purchaser.

SCHEDULE

Min Chen of 14 Phillip Street Oatlands NSW 2117

63. **PURCHASER TO PROVE**

If a claim is made that this Contract does not comply with a requirement of the Conveyancing Act 1919, the Purchaser bears the onus of establishing that this Contract does not comply with the requirement.

64. **CONFIDENTIALITY**

64.1 **Information to remain confidential**

The provisions of this Contract and all information relating to it are confidential and the parties must keep that information confidential and must not make any disclosure without the prior written consent of the other party.

64.2 **Circumstances when confidentiality will not apply**

The preceding provision will not apply in the following circumstances:

- (a) any disclosure required by law;
- (b) any disclosure required by any applicable stock exchange listing rulings;
- (c) disclosure to solicitors, barristers or other professional advisers under a duty of confidentiality;
- (d) a disclosure to bankers or other financial institutions of the party, to the extent required for the purpose of raising funds or maintaining compliance with credit arrangements;
- (e) any disclosure to an entity or entities nominated by the Vendor or the Purchaser provided the identity of that entity or entities is disclosed to the other party;
- (f) any disclosure to a person entity or entities by the Purchaser in relation to the on-sale of the Property (or part thereof), the Purchaser's legal and financial advisors and possible development of the Property;
- (g) disclosure of any information that is a matter of public record.

65. **GST**

Despite any other provision of this Contract, if the sale of the property under this Contract is determined to be a taxable supply for GST purposes to an extent, then:

- (a) clause 13.9 of this Contract applies however the evidence of value must be obtained by the Vendor at the Purchaser's expense;
- (b) the Vendor must be registered for GST as at completion of this Contract; and

- (c) the Purchaser agrees to pay to the Vendor, at completion and on presentation by the Vendor of a tax invoice suitable for GST purposes under this Contract, the GST so calculated.

ROHOZ & ILKIN.Final 46a SPECIAL CONDITIONS - CHIWAYLAND - 28.6.16.docx

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 6/593628

SEARCH DATE	TIME	EDITION NO	DATE
-----	-----	-----	-----
14/6/2016	5:32 PM	-	-

VOL 13867 FOL 144 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LOT 6 IN DEPOSITED PLAN 593628
AT KINGSWOOD
LOCAL GOVERNMENT AREA PENRITH
PARISH OF CLAREMONT COUNTY OF CUMBERLAND
TITLE DIAGRAM DP593628

FIRST SCHEDULE

LES ROHOZYNSKY
IRENE ROHOZYNSKY
AS JOINT TENANTS

(T R355442)

SECOND SCHEDULE (1 NOTIFICATION)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

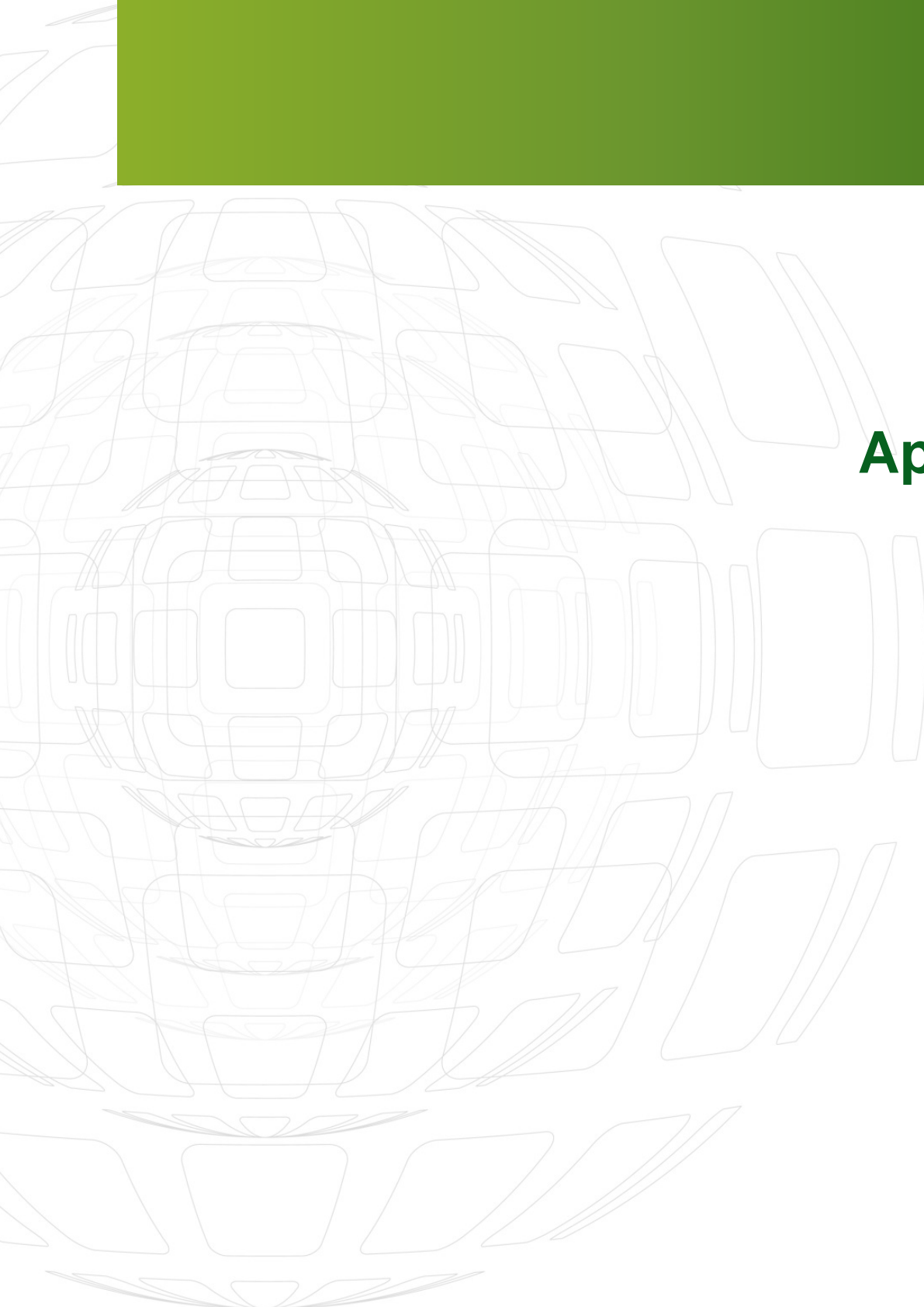
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 14/6/2016

* 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.

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SAI Global Property Division 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.



Appendix F

F



SafeWork NSW

SafeWork NSW

92-100 Donnison Street, Gosford, NSW, 2250

Locked Bag 2906, Lisarow, NSW, 2252 |

Customer Service Centre 13 10 50

licensing@safework.nsw.gov.au | www.safework.nsw.gov.au

Our Ref: D16/712321
Your Ref: David Windnagel

29 November 2016

Attention: David Windnagel
APP Corporation Pty Ltd
Level 7/116
Miller Street
NORTH SYDNEY NSW 2060

Dear Mr Windnagel

RE SITE: Lot 3 and Lot 6 O'Connell Street, Caddens NSW 2747

I refer to your site search request received by SafeWork NSW on 225 November 2016 requesting information on Storage of Hazardous Chemicals for the above site.

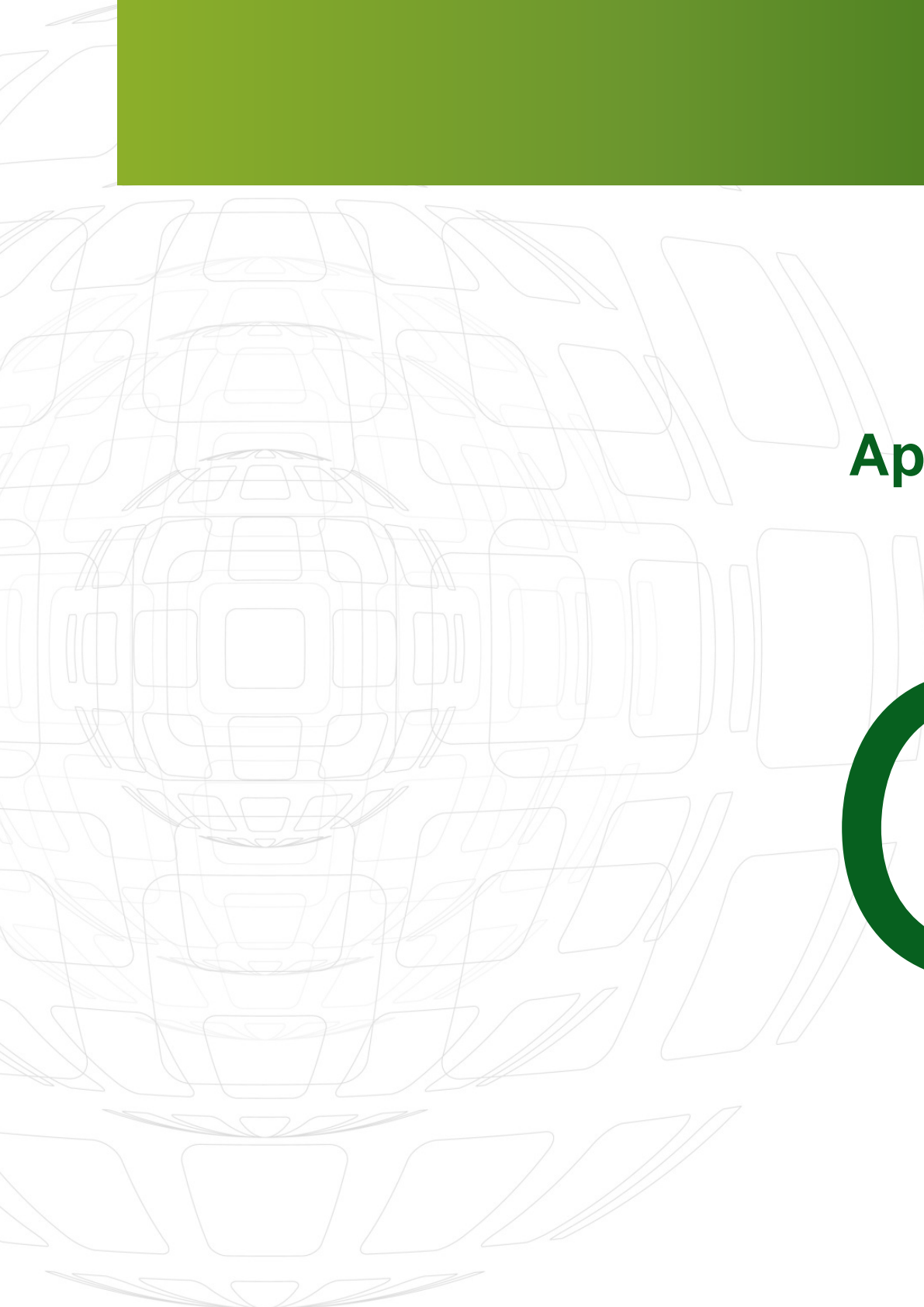
A search of the records held by SafeWork NSW has not located any records pertaining to the above mentioned premises.

For further information or if you have any questions, please call our Customer Service Centre on 13 10 50 or email licensing@safework.nsw.gov.au

Yours sincerely,

A handwritten signature in blue ink, appearing to be 'Sally Anderson'.

Sally Anderson obo Brent Jones
Customer Service Officer
Customer Service Centre - Operations
SafeWork NSW



Appendix G

G

Threatened species

About threatened species



Saving our Species program



Programs legislation and framework



Threat abatement plans

Recovery plans

Joint management agreements

Licences for working or living with
threatened species

Threatened species registers



Register of s91 licences

Register of critical habitat

Scientific Committee



Priorities action statement



Assessment of significance

Species listing



Home > Topics > Animals and plants > Threatened species

> Programs legislation and framework > Threatened species registers

> Register of critical habitat

Critical habitat register

This page provides links to declarations of critical habitat and maps of these sites currently in force under sections 53-55 of the Threatened Species Conservation Act 1995.

- There are currently no draft critical habitat recommendations.

Critical habitat declarations in NSW

Gould's Petrel - critical habitat declaration (PDF 1.45MB)

Little penguin population in Sydney's North Harbour - critical habitat declaration

Find out which areas around Manly have been declared critical habitat, what this means, and how you can help Sydney's little penguins.

Mitchell's Rainforest Snail in Stotts Island Nature Reserve - critical habitat declaration

Wollemi Pine - critical habitat declaration (PDF 2.21MB)

Page last updated: 05 July 2016

BULLI	Bulli Brickworks Quilkey PLACE	Other Industry	Regulation under CLM Act not required
BUNGENDORE	Former Timber Treatment Plant Corner King Street and Butmaroo STREET	Other Industry	Contamination formerly regulated under the CLM Act
BURONGA	Caltex Service Station Sturt Hwy Cnr Silver City HIGHWAY	Service Station	Under assessment
BURWOOD	Burwood STA Depot Cnr Shaftesbury and Parramatta ROADS	Other Industry	Contamination formerly regulated under the CLM Act
BYRON BAY	Residential Development Lot 15 Seaview STREET	Unclassified	Regulation under CLM Act not required
CABARITA	Cabarita Wellcome 33 Phillips STREET	Landfill	Ongoing maintenance required to manage residual contamination (CLM Act)
CABARITA	Dulux (Orica Australia) Cabarita ROAD	Chemical Industry	Contamination formerly regulated under the CLM Act
CABRAMATTA	Caltex Service Station 166 John STREET	Service Station	Under assessment
CALGA	Former service station 101 Peats Ridge ROAD	Service Station	Contamination formerly regulated under the CLM Act
CALLALA BEACH	Callala Beach General Store (formerly 1 Quay Rd) 114A Quay ROAD	Service Station	Regulation under CLM Act not required
CAMBRIDGE PARK	Caltex Cambridge Park Star COURT	Service Station	Under assessment
CAMDEN	Caltex Service Station 21 Barsden STREET	Service Station	Under assessment
CAMDEN	Camden High School (former) John STREET	Gasworks	Regulation under CLM Act not required
CAMDEN SOUTH	Coles Express Service Station Camden 273 Old Hume HIGHWAY	Service Station	Under assessment
CAMELLIA	James Hardie Factory (former, eastern portion) 1 Grand AVENUE	Other Industry	Contamination currently regulated under CLM Act
CAMELLIA	Council Reserve 11B Grand AVENUE	Metal Industry	Regulation under CLM Act not required

KILLARA	Killara Garage 544 Pacific HIGHWAY	Service Station	Regulation under CLM Act not required
KILLARA	Land Adjacent to Former Service Station Site 684-684a, 690, 692 and 696 Pacific HIGHWAY	Service Station	Contamination formerly regulated under the CLM Act
KILLARA	Former Caltex Service Station 692B-694 Pacific HIGHWAY	Service Station	Contamination formerly regulated under the CLM Act
KINGS PARK	Multi-Fill 14 Garling ROAD	Unclassified	Regulation being finalised
KINGS PARK	Former Dow Corning Factory 21 Tattersall ROAD	Chemical Industry	Contamination currently regulated under CLM Act
KINGSFORD	Shell Coles Express Service Station Kingsford 58 Gardeners ROAD	Service Station	Under assessment
KINGSFORD	Caltex Service Station 603-611 Anzac PARADE	Service Station	Under assessment
KINGSGROVE	Shell Coles Express Service Station 137 Kingsgrove ROAD	Service Station	Regulation under CLM Act not required
KINGSGROVE	State Transit Authority Depot 17-23 Richland STREET	Other Petroleum	Regulation under CLM Act not required
KINGSGROVE	Caltex Kingsgrove 351-357 Stoney Creek ROAD	Service Station	Regulation under CLM Act not required
KIRRAWEE	Caltex-branded Kirrawee Service Station (1-3 Waratah Street) 487 Princes HIGHWAY	Service Station	Regulation under CLM Act not required
KIRRAWEE	Ingal Civil Products 127-141 Bath ROAD	Metal Industry	Regulation under CLM Act not required
KIRRAWEE	Coles Express Kirrawee 470 Princes HIGHWAY	Service Station	Under assessment
KIRRAWEE	7-Eleven (former Mobil) Service Station 542 Princes HIGHWAY	Service Station	Under assessment
KOGARAH	Caltex Service Station 29 President AVENUE	Service Station	Under assessment

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Heritage

government agencies.

Section 1. Aboriginal Places listed under the National Parks and Wildlife Act.

Your search did not return any matching results.

Section 2. Items listed under the NSW Heritage Act.

Your search did not return any matching results.

Section 3. Items listed by Local Government and State Agencies.

Your search returned 7 records.

Item name	Address	Suburb	LGA	Information source
<u>Federation House & Garden</u>	6 First Street South	Kingswood	Penrith	LGOV
<u>Kingswood Public School Classroom and Teachers Residence</u>	Second Avenue	Kingswood	Penrith	LGOV
<u>Penrith Brick Company (Former) (Demolished)</u>	Copeland Street	Kingswood	Penrith	LGOV
<u>Penrith General Cemetery</u>	Copeland Street	Kingswood	Penrith	LGOV
<u>St. Phillips Anglican Church</u>	Bringelly Road	Kingswood	Penrith	LGOV
<u>State Records Movable Heritage - Furniture</u>	143 O'Connell Street	Kingswood	Penrith	SGOV
<u>State Records Movable Heritage - Memorials</u>	143 O'Connell Street	Kingswood	Penrith	SGOV



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[Guide to licensing](#)

[eConnect EPA](#)

[Licence forms](#)

[Licence fees](#)

+ [Risk-based licensing](#)

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[Unlicensed premises still](#)

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Search results

Your search for: **General Search** with the following criteria

Suburb - CADDENS

returned 0 result

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Search results

Your search for: **General Search** with the following criteria

Suburb - KINGSWOOD

returned 6 results

[Export to excel](#)

1 of 1 Pages

[Search Again](#)

Number	Name	Location	Type	Status	Issued date
11417	HEALTHSCOPE LIMITED	9 Barber Avenue, KINGSWOOD, NSW 2747	POEO licence	No longer in force	11 Apr 2001
1034673	HEALTHSCOPE LIMITED	9 Barber Avenue, KINGSWOOD, NSW 2747	s.58 Licence Variation	Issued	19 Feb 2004
11253	SYDNEY WEST AREA HEALTH SERVICE	CNR DERBY STREET AND PARKER STREET, KINGSWOOD, NSW 2750	POEO licence	No longer in force	13 Nov 2000
1034831	SYDNEY WEST AREA HEALTH SERVICE	CNR DERBY STREET AND PARKER STREET, KINGSWOOD, NSW 2750	s.58 Licence Variation	Issued	24 Feb 2004
6195	WESTERN SYDNEY AUTOMOTIVES PTY LTD	107-121 GREAT WESTERN HIGHWAY, KINGSWOOD, NSW 2747	POEO licence	Surrendered	17 Jan 2000
1044810	WESTERN SYDNEY AUTOMOTIVES PTY LTD	107-121 GREAT WESTERN HIGHWAY, KINGSWOOD, NSW 2747	s.58 Licence Variation	Issued	02 Apr 2005

21 November 2016