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

<table>
<thead>
<tr>
<th>TERM</th>
<th>MEANING OF TERM</th>
<th>NSW Duty:</th>
</tr>
</thead>
<tbody>
<tr>
<td>vendor's agent</td>
<td>Cutcliffe Acreage &amp; Lifestyle Properties</td>
<td>Phone: 4671 2500</td>
</tr>
<tr>
<td></td>
<td>1/18 Groves Avenue, Mulgrave, NSW 2756</td>
<td>Fax: 4687 8327</td>
</tr>
<tr>
<td>co-agent</td>
<td></td>
<td></td>
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<tr>
<td>vendor</td>
<td>Richard Daniel Paul Camilleri and Mary Magdalen Grace Camilleri</td>
<td></td>
</tr>
<tr>
<td></td>
<td>44 Kerry Road, Schofields, NSW 2762</td>
<td></td>
</tr>
<tr>
<td>vendor's solicitor</td>
<td>First Choice Conveyancing</td>
<td>Phone: 02 4730 6415</td>
</tr>
<tr>
<td></td>
<td>26 Cam Street, Cambridge Park NSW 2747</td>
<td>Fax: 02 4730 6426</td>
</tr>
<tr>
<td></td>
<td>PO Box 147, Cranebrook NSW 2749</td>
<td>Ref: KC:18020</td>
</tr>
<tr>
<td>date for completion</td>
<td>14 January 2019</td>
<td>E:<a href="mailto:karen@fcconveyancing.com">karen@fcconveyancing.com</a></td>
</tr>
<tr>
<td>land (address, plan details and title reference)</td>
<td>44 Kerry Road, Schofields, New South Wales 2762</td>
<td>1035546, 1035546 &amp; 1035546</td>
</tr>
<tr>
<td>improvements</td>
<td>☑ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space</td>
<td>☑ none ☑ other: Shed</td>
</tr>
<tr>
<td>attached copies</td>
<td>☐ documents in the List of Documents as marked or as numbered:</td>
<td>☑ other documents:</td>
</tr>
</tbody>
</table>

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

**inclosures**
- ☐ 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**

**purchaser**

**price**

$ ____________

(10% of the price, unless otherwise stated)

**deposit**

$ ____________

(if not stated, the date this contract was made)

**balance**

$ ____________

**contract date**

**buyer's agent**

**witness**

**Vendor**

**witness**

**Purchaser**

☑ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

**witness**

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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION.
**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 40-55, 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 for 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
WARNING—LOOSE-FILL ASBESTOS INSULATION
Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the Home Building Act 1989). In particular, a purchaser should:

(a) search the Register required to be maintained under Division 1A of Part 8 of the Home Building Act 1989, and

(b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

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

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

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

WARNING—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.
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.

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.
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 Fair Trading
   Council                                    NSW Public Works
   County Council                             Office of Environment and Heritage
   Department of Planning and Environment      Owner of adjoining land
   Department of Primary Industries           Privacy
   East Australian Pipeline Limited           Roads and Maritime Services
   Electricity and gas authority               Subsidence Advisory NSW
   Land & Housing Corporation                  Telecommunications authority
   Local Land Services                        Transport for NSW
   NSW Department of Education                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 (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.

7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).

8. The purchaser should arrange insurance as appropriate.

9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.

10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
The vendor sells the property for the price against 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 –

- adjustment date the earlier of the giving of possession to the purchaser or completion;
- bank the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
- business day any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
- cheque a certificate within the meaning of s14-220 of Schedule 1 to the TA Act, that covers one or more days falling within the period from and including the contract date to completion;
- deposit-bond a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
- depositholder vendor's agent (or if no vendor's agent is named in this contract, the vendor's solicitor, or if no vendor's solicitor is named in this contract, the buyer's agent); a document relevant to the title or the passing of title;
- FRCGW percentage the percentage mentioned in s14-200(3)(a) of Schedule 1 to the TA Act (12.5% as at 1 July 2017);
- GST Act A New Tax System (Goods and Services Tax) Act 1999;
- GST rate the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
- legislation an Act or a by-law, ordinance, regulation or rule made under an Act;
- normally subject to any other provision of this contract;
- party each of the vendor and the purchaser;
- property the land, the improvements, all fixtures and the inclusions, but not the exclusions;
- requisition an objection, question or requisition (but the term does not include a claim);
- remittance amount the lesser of the FRCGW percentage of the price (inclusive of GST, if any) and the amount specified in a variation served by a party;
- rescind rescind this contract from the beginning;
- serve serve in writing on the other party;
- settlement cheque an endorsed cheque made payable to the person to be paid and –
  - issued by a bank and drawn on itself; or
  - if authorised in writing by the vendor or the vendor's solicitor, some other cheque;
- solicitor in relation to a party, the party's solicitor or licensed conveyancer named in this contract or in a notice served by the party;
- TA Act Taxation Administration Act 1953;
- terminate terminate this contract for breach;
- variation a variation made under s14-235 of Schedule 1 to the TA Act;
- within in relation to a period, at any time before or during the period; and
- work order a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the property 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.
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.

Transfer

4.1 Normally, the purchaser must serve at least 15 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.

Requisitions

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

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.

Claims by purchaser

7.1 The purchaser can make a claim (including a claim under clause 6) before completion only by serving it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
   7.1.1 the total amount claimed exceeds 5% of the price;
   7.1.2 the vendor serves notice of intention to rescind; and
7.2.3 the claims must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a party (in the latter case the parties are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
7.2.5 net interest on the amount held must be paid to the parties in the same proportion as the amount held is paid; and
7.2.6 if the parties do not appoint an arbitrator and neither party requests the President to appoint an arbitrator within 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations
8.1 The vendor can rescind if —
8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with the 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 possession 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 any service for the property being a joint service or passing through another property, or any service for another property passing through the property ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
10.1.3 a wall being or not being a party wall in any sense of that term or the property being affected by an easement for support or not having the benefit of an easement for support;
10.1.4 any change in the property due to fair wear and tear before completion;
10.1.5 a promise, representation or statement about this contract, the property or the title, not set out or referred to in this contract;
10.1.6 a condition, exception, reservation or restriction in a Crown grant;
10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot rescind or terminate only because of a defect in title to or quality of the inclusions.

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

11 Compliance with work orders

11.1 Normally, the vendor must by completion comply with a work order made on or before the contract date and if this contract is completed the purchaser must comply with any other work order.

11.2 If the purchaser complies with a work order, and this contract is rescinded or terminated, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must: do everything reasonable to enable the purchaser, subject to the rights of any tenant –

12.1 to have the property inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –

12.2.1 any certificate that can be given in respect of the property under legislation; or

12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the property given under legislation, even if given after the contract date; and

12.3 to make 1 inspection of the property in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the GST Act have the same meaning in this clause.

13.2 Normally, if a party must pay the price or any other amount to the other party under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a party must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the party must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the GST rate.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the parties agree the supply of the property is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the parties must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the GST rate (the retention sum*). The retention sum is to be held by the deposit holder and dealt with as follows –

- if within 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the deposit holder is to pay the retention sum to the purchaser; but

- if the purchaser does not serve that letter within 3 months of completion, the deposit holder is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 Normally, the vendor promises the margin scheme will not apply to the supply of the property.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the margin scheme is to apply to the sale of the property.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the property will not be used and represents that the purchaser does not intend the property (or any part of the property) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the GST rate if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or

- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the property, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
13.8.1 this sale is not a taxable supply in full; or
13.8.2 the margin scheme applies to the property (or any part of the property).
13.9 If this contract says this sale is a taxable supply to an extent –
13.9.1 clause 13.7.1 does not apply to any part of the property which is identified as being a taxable supply; and
13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the property to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
13.10 Normally, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor’s GST liability.

14 Adjustments
14.1 Normally, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings in to and including the adjustment date after which the purchaser will be entitled and liable.
14.2 The parties must make any necessary adjustment on completion.
14.3 If an amount that is adjustable under this contract has been reduced under legislation, the parties must on completion adjust the reduced amount.
14.4 The parties must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the adjustment date –
14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
14.4.2 by adjusting the amount that would have been payable if at the start of the year –
   • the person who owned the land owned no other land;
   • the land was subject to a special tax 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 if so –
14.6.1 the amount is to be treated as if it were paid; and
14.6.2 the cheque must be addressed 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 charge of 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 multiplied 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;
* remittance amount payable; and
* a mount 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 deposit holder 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 tenancy; 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 9, 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 be present –
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 use the property –
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 be in possession, without notice, remedy the non-compliance; and
18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is rescinded or terminated the purchaser must immediately vacate the property
18.7 If the parties or their solicitors on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a party a right to rescind, the party can exercise the right –
19.1.1 only by serving a notice before completion; and
19.1.2 in spite of any making of a claim or requisition, any attempt to satisfy a claim or requisition, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 Normally, if a party exercises a right to rescind expressly given by this contract or any legislation –
19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
19.2.2 a party can claim for a reasonable adjustment if the purchaser has been in possession;
19.2.3 a party can claim for damages, costs or expenses arising out of a breach of this contract; and
19.2.4 a party will not otherwise be liable to pay the other party any damages, costs or expenses.

20 Miscellaneous

20.1 The parties acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION
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 1917;
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 covenants or rights. The vendor does not promise, represent or state that any attached survey report is accurate or current.
20.11 A reference to any legislation (including any percentage or rate specified in legislation) is also a reference to any corresponding later legislation.
20.12 Each party must do whatever is necessary after completion to carry out the party's obligations under this contract.
20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the property or the title.
20.14 The details and information provided in this contract (for example, on pages 1 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 bold 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 buyer guarantees that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
22.2 This promise is essential and a breach of it entitles the vendor to **terminate**.

23 **Strata or community title**

- **Definitions and modifications**

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract —
23.2.1 'change', in relation to a scheme, means —

- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;
23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are—

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.

- **Adjustments and liability for expenses**

23.5 The **parties** must adjust under clause 14.1—

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract—

23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and

23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 **Normally**, the purchaser cannot make a claim or 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 a 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.

- **Notices, certificates and inspections**

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each party can sign and give the notice as agent for the other.

23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

- **Meetings of the owners corporation**

23.17 If a general meeting of the owners corporation is convened before completion—

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
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-discretionary such 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, every 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 tenant (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

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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 of notice 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 Acts 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 foio 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; and

30.3.2 if a party has paid all or part 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 not only to the extent, that any other provision of this contract is inconsistent with the provisions of this clause prevail;

30.4.2 normally words and phrases used in this clause 30 (italics 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 trade –

• 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 creates 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 date in accordance with clause 16.7 is taken to be payment by a single settlement cheque;
30.11.2 the completion address in clause 16.1 to the Electronic Workspace; and
30.11.3 clauses 16.8, 16.12, 16.13 and 31.2.1 to 31.2.4 do not apply.

30.12 If the computer systems of any of the Land Registry, the ELNO or the Reserve Bank of Australia are inoperative for any reason at the completion time agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

30.13 If the 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 Payment 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 –

- adjustment figures details of the adjustments to be made to the price under clause 14;
- certificate of title 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;
- completion time the time of day on the date for completion when the electronic transaction is to be settled;

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION
discharging mortgagee  any discharging mortgagee, chargee, covenant chargee or caveator whose
provision of a Digitally Signed discharge of mortgage, discharge of charge or
withdrawal of caveat is required in order for unencumbered title to the property to
be transferred to the purchaser;

ECNL  the Electronic Conveyancing National Law (NSW);
electronic document  a dealing as defined in the Real Property Act 1900 which may be created and
Electronic Workspace;
digitally signed  in an Electronic Workspace;
electronic transfer  a transfer of land under the Real Property Act 1990 for the property to be
prepared and Digitally Signed in the Electronic Workspace established for the
purposes of the parties' Conveyancing Transaction;

Conveyancing Transaction  to be conducted for the parties by their legal
representatives as Subscribers using an ELN and in accordance with the ECNL
and the participation rules;

incoming mortgagee  any mortgagee who is to provide finance to the purchaser on the security of the
property and to enable the purchaser to pay the whole or part of the price;

mortgagee details  the details which a party to the electronic transaction must provide about any
discharging mortgagee of the property as at completion;

participation rules  as determined by the ENCL;

popolate  to complete data fields in the Electronic Workspace; and

title data  the details of the title to the property made available to the Electronic Workspace
by the Land Registry.

31  Foreign Resident Capital Gains Withholding

31.1  This clause applies only if –

31.1.1  the sale is not an excluded transaction within the meaning of 14-215 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 completing, serve evidence of submission of a purchaser
payment notification to the Australian Taxation Office by the purchaser or, if a direction under
clause 4.3 has been served, by the transferee named in the transfer served with that direction;

31.2.2  produce on completion a settlement cheque for the 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 in respect of every vendor either a clearance certificate or a variation to 0.00 percent,
clauses 31.2 and 31.3 do not apply.
ADDITIONAL CLAUSES FORMING PART OF THE CONTRACT FOR SALE AND
PURCHASE OF LAND

BETWEEN RICHARD DANIEL PAUL CAMILLERI and MARY MAGDALEN
GRACE CAMILLERI AS VENDOR

AND

AS PURCHASERS

IN RESPECT OF THE PROPERTY KNOWN AS 44 KERRY ROAD, SCHOFIELDS

1. Without in any manner negating, limiting or restricting any rights or remedies
which would have been available to either party at law or in Equity had this clause
not been included herein, should the Vendor or the Purchaser [or either of them
where either party comprises more than one person] prior to completion die,
become mentally ill, or be declared bankrupt, then the Vendor or the Purchaser [as
the case may be] may rescind this Contract by notice in writing forwarded to the
other party or their solicitor named herein and thereupon this Contract shall be at an
end and the provisions of Clause 19 hereof shall apply.

2. Notwithstanding the provisions of Clause 7 of the Contract the parties expressly
agree that any claims for compensation shall be deemed to be a requisition for the
purposes of Clause 8 of the Contract.

3. The Purchaser acknowledges that the particulars of title disclosed in this Contract
are sufficient to enable the Purchaser to prepare a form of Transfer and the
Vendor’s statement of title shall be deemed to have been delivered as at the date
hereof.

4. In addition to Clause 15 hereof:

4.1 The parties agree that fourteen [14] days shall be deemed to be sufficient
time for compliance with any notice given by one party to the other
requiring the other to complete this Contract and making time of the essence
of this Contract;

4.2.1 If the Vendor issues a notice to complete pursuant to special condition 4.1,
then the Purchaser shall pay to the Vendor $220.00 on completion as
compensation for the additional legal expenses incurred by the Vendor as a
result of the Purchaser’s default. This is an essential term of this contract.

4.2.2 The party that issues the Notice to Complete shall also be at liberty
to withdraw such Notice to Complete and re-issue another one at any time.

5. The purchaser warrants he was not introduced to the vendor or the subject property
by any real estate agency other than the agent first named herein, and the purchaser
warrants that the purchaser will indemnify and keep indemnified the vendor against
any claim for commission by any agent other than the agent named herein and
further the liability of the purchaser in this regard shall not merge at the time of
completion of this Contract. The vendor warrants that as at the date hereof the
vendor has not entered into any sole or exclusive selling agency agreement with any
estate agent other than the vendors agent, if any, noted herein.

6. In the event that the Vendor is proposing to purchase another property and requires the deposit referred to in the contract hereof to be released, the Purchaser hereby authorises the release of such deposit for the sole purpose of a deposit, stamp duty or the balance of purchase monies on the purchase of real estate, providing that such is held within a trust account of the Estate Agent, Vendor's solicitors or Licensed Conveyancer, or paid to the Office of State Revenue, and providing such deposit shall no: be further released without the Purchaser's express consent. The execution of this Contract shall be full and irrevocable authority to the stakeholder named herein to release such deposit.

7. If the Purchaser does not complete this purchase by the completion date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance purchase money, an amount calculated as eleven percent (11%) interest on the balance purchase money, computed at a daily rate from the day immediately after the completion date to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest on the purchase money and liability for rates and outgoings.

8. If a swimming pool is included in the property the subject of this Contract then, the Vendor does not warrant that the swimming pool on the property complies with the requirements of the Swimming Pools Act, 1992 and the regulations prescribed under that Act. The Purchaser shall take the swimming pool and surrounds and fencing, if any, in its present state of repair and will not make any objection, requisition or claim for compensation in respect of any non-compliance and in particular, should the Purchaser require, or any competent authority issue any notice requiring, the erection of a swimming pool fence or warning notice then they will be erected by the Purchaser at the Purchaser's own expense.

9. The parties agree that the provisions of the printed form of Contract for Sale of Land shall be altered as follows:
9.1 Clause 14.4.2 is deleted
9.2 Clause 16.5 – the words “plus another 20% of that fee” are deleted.
9.3 Clause 16.7 – the words “cash (up to $2,000) or” are deleted
9.4 Clause 16.8 is deleted

10. The Purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions of this Contract or binding on the parties hereto with respect to any of the matters to which this Contract relates.

11. In the event that settlement does not take place at the scheduled time, due to the default of the Purchaser or their mortgagee, and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional $110.00 (GST inclusive) on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay, and the Purchaser shall have reciprocal rights.
12. The Purchaser hereby agrees to allow the amount of $55.00 (GST inclusive) at settlement, if the Transfer is not served to the Vendors' licensed conveyancer 14 days prior to the agreed settlement date, to cover the cost of the Vendors' licensed conveyancer preparing their own Transfer.

13. The purchaser accepts the property in its current condition including:

(a) the condition of the property at the contract date
(b) any latent or patent defect in the property
(c) any encroachment by or upon the property
(d) any non-compliance with the Local Government Act, 1993 (NSW)
(e) any latent or patent Contamination affecting or emanating from the property and any Environmental Liability affecting the property at any time, whether arising from or caused by events that occur before or after the contract date or completion, and
(f) the services referred to in clause 10.1.2, the lack of rights or easements for the services, defects in the services or the lack of any services.
FOLIO: 500/1035546

SEARCH DATE TIME EDITION NO DATE
9/2/2018 2:07 PM 6 2/6/2017

LAND

LOT 500 IN DEPOSITED PLAN 1035546
AT SCHOFIELDS
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF CIDLEY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1035546

FIRST SCHEDULE

RICHARD DANIEL PAUL CAMILLERI
MARY MAGDALEN GRACE CAMILLERI
AS JOINT TENANTS

SECOND SCHEDULE (2 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 AG149342 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***
FOLIO: 501/1335546

SEARCH DATE       TIME       EDITION NO       DATE
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5/2/2018          2:07 PM    2              11/6/2016

LAND

LOT 501 IN DEPOSITED PLAN 1035546
AT SCHOFIELDS
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF CIDLEY  COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1035546

FIRST SCHEDULE

RICHARD DANIEL PAUL CAMILLERI
MARY MAGDALENGrace CAMILLERI
AS JOINT TENANTS

(T AK504551)

SECOND SCHEDULE (1 NOTIFICATION)

1  RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***
FOLIO: 502/1135546

SEARCH DATE       TIME     EDITION NO  DATE
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5/2/2018        2:07 PM   2        11/6/2016

LAND

LOT 502 IN DEPOSITED PLAN 1035546
AT SCHOFIELDS
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF GIDLEY  COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1035546

FIRST SCHEDULE

RICHARD DANIEL PAUL CAMILLERI
MARY MAGDALEN GRACE CAMILLERI
AS JOINT TENANTS

SECOND SCHEDULE (1 NOTIFICATION)

1  RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

18020  PRINTED ON 9/2/2018
Applicant Details

Your reference  KC:18020

FIRST CHOICE CONVEYANCING
DX 8088
PENRITH

Certificate Details

Certificate no. PL2018/01354  Fee: $53.00
Date issued  19 February 2018  Urgency fee: N/A
Receipt no.  D001206629

Property information

Property ID  375094  Land ID  338567
Legal description  LOT 500 DP 1035546
Address  44 KERRY ROAD SCHOFIELDS NSW 2762
County  CUMBERLAND  Parish  GIDLEY

PLANNING CERTIFICATE (149 Part 2)

Blacktown City Council prepared this Planning Certificate under Section 149 of the Environmental Planning and Assessment Act 1979. The form and content of the Certificate is consistent with Schedule 4 of the Environmental Planning and Assessment Regulation 2000.

Disclaimer

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

Blacktown City Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.
Section 149(2)

The following information is provided under Section 149(2) of the Environmental Planning and Assessment Act 1979. The information relates to the subject land at the date of this Certificate.

1. **Names of relevant planning instruments and development control plans**

   1.1 **Environmental Planning Instrument**

      Blacktown Local Environmental Plan 2015 applies to the subject land.

   1.2 **Proposed Local Environmental Plans**

      The subject land is affected by Planning Proposal MA2016/0008 which seeks various policy and housekeeping amendments to Blacktown Local Environmental Plan 2015. The proposed LEP amendments may affect how the land may be developed or used.

   1.3 **State Environmental Planning Policies**

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

   1.4 **Proposed State Environmental Planning Policies**

      Council is not aware of any proposed State Environmental Planning Policy that is or has been the subject of community consultation or on public exhibition under the Act, applying to the subject land.

   1.5 **Development control plans**

      Blacktown Development Control Plan 2015 applies to the subject land.

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

2.1 Zoning

Under Blacktown Local Environmental Plan 2015, the land is zoned:

Zone RU4 Primary Production Small Lots

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

2 Permitted without consent

Home occupations

3 Permitted with consent

Agricultural produce industries; Bed and breakfast accommodation; Cemeteries; Community facilities; Dwelling houses; Environmental facilities; Environmental protection works; Extensive agriculture; Farm buildings; Flood mitigation works; Heliports; Home businesses; Home industries; Intensive plant agriculture; Landscaping material supplies; Places of public worship; Plant nurseries; Recreation facilities (outdoor); Roads; Roadside stalls; Veterinary hospitals; Water reticulation systems

4 Prohibited

Agriculture; Any other development not specified in item 2 or 3.

Proposed changes to the RU4 Primary Production Small Lots zone

As part of the Planning Proposal listed in Section 1.2 of this Certificate, Council is seeking to make the following land uses permissible with consent in the RU4 Primary Production Small Lots zone

- Crematoria
- Signage

2.2 Minimum land dimensions for the erection of a dwelling house

Not applicable

2.3 Critical habitat
The land does not include or comprise a critical habitat.

Note: Critical habitat registers are kept by the National Parks and Wildlife Service under the Threatened Species Conservation Act 1995 and the Department of Fisheries under the Fisheries Management Act 1994.

2.4 Conservation areas

The land is not within a conservation area.

2.5 Environmental Heritage

The land does not contain an item of environmental heritage under the protection of Blacktown Local Environmental Plan 2015

3. Complying development

Complying development may or may not be carried out on the subject land under an Environmental Planning Policy. Council does not have sufficient information to determine the extent to which specific complying development may or may not be carried out.

4. Coastal protection

The subject land is not affected by the operation of Sections 38 or 39 of the Coastal Protector Act, 1979.

5. Mine subsidence

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

7. Council and other public authority policies on hazard risk restrictions

7.1 Contaminated Lands Policy and Asbestos Policy

Council has adopted a Contaminated Lands Policy and an Asbestos Policy which may restrict development on the subject land.

The Land Contamination Policy applies when zoning or land use changes are proposed on land which has previously been used for certain purposes or has the potential to be affected by such purposes undertaken on nearby lands. The Asbestos Policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. Both policies should be considered in the context of relevant State legislation and guidelines.
Council’s records may not be sufficient to determine all previous uses on the land, or determine activities that may have taken place on this land.

7.2 Other policies on hazard risk restrictions

Council has not adopted any other policies to restrict the development of the subject land by reason of the likelihood of landslip, bushfire, tidal inundation, subsidence or the occurrence of acid sulphate soils.

Note: Although Council has not adopted a specific policy to restrict development bushfire prone land, it is bound by state-wide bushfire legislation that may restrict development on the subject land. Additional information relating to bushfire prone land is provided at point 1.1 below.

7a. Flood related development controls information

Council has adopted a Floodplain Management Policy which may restrict the development of the land subject to this Certificate, including development for the purposes of dwelling houses, dual occupancies, multi-dwelling housing, residential flat buildings and any other purpose that requires the placement or erection of any structure on the land. The Flood Risk Precinct Maps prepared under the policy are based on the results of Engineering Flood Studies commissioned by Government Authorities and Council. These maps indicate that the land subject to this Certificate lies partly or wholly within the Medium Flood Risk Precinct. The term Medium Flood Risk Precinct is defined as land below the 100-year flood level that is not within a High Flood Risk Precinct. This is land that is not subject to a high hydraulic hazard or where there are no significant evacuation difficulties. Further details are provided in the NSW Government’s Floodplain Development Manual and are available from Council. Council does not warrant that the information provided or made available to you is complete. Council strongly recommends that, in all cases, you seek independent professional advice to supplement your enquiries.

Council has adopted a Floodplain Management Policy which may restrict the development of the land subject to this Certificate, including development for the purposes of dwelling houses, dual occupancies, multi-dwelling housing, residential flat buildings and any other purpose that requires the placement or erection of any structure on the land. The Flood Risk Precinct Maps prepared under the policy are based on the results of Engineering Flood Studies commissioned by Government Authorities and Council. These maps indicate that the land subject to this Certificate lies partly or wholly within the High Flood Risk Precinct. The term High Flood Risk Precinct is defined as the area of land below the 100-year flood event that is either subject to a high hydraulic hazard or where there are significant evacuation difficulties. Further details are provided in the NSW Government’s Floodplain Development Manual and are available from Council. Council does not warrant that the information provided or made available to you is complete. Council strongly recommends that, in all cases, you seek independent professional advice to supplement your enquiries.

There are currently no mainstream or backwater flood-related development controls adopted by Council that apply to the land subject to this Certificate.
This lot is shown flood prone on mapping provided by the Department of Planning. The investigation for this area has not been completed and all enquiries should be directed to the Department of Planning. Flood related development controls for this lot are provided in the Development Control Plan for this area, prepared by the Department of Planning. Where development is proposed within or adjacent to land that is shown on the Flood Prone Land figure as being affected by the 1% AEP level, Council may require a more detailed flood study to be undertaken by the applicant to confirm the extent on the flood affectation on that land.

8. **Land reserved for acquisition**

Blacktown Local Environmental Plan 2015 makes provision for land included on the Land Reservation Acquisition Map to be acquired by a public authority.

9. **Contributions plans**

Council currently levies contributions under Section 94 of the *Environmental Planning & Assessment Act 1979* for facilities and services. The further development of the subject land may incur such contributions.

9a. **Biodiversity certified land**

The land is not biodiversity certified land as defined by Part 7AA of the *Threatened Species Conservation Act 1995*.

10. **Biobanking agreements**

The land is not subject to any biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995*.

11. **Bushfire prone land**

The Rural Fires and Environmental Assessment Legislation Amendment Act 2002, which came into force on 1 August 2002, introduced development provisions for bush fire prone land as shown on a Bush Fire Prone Land Map. "Bush fire prone land" is land that has been designated by the Commissioner of the NSW Rural Fire Service as being bush fire prone due to characteristics of vegetation and topography. The land the subject of this certificate has been identified on Council's Bush Fire Prone Land Map as being:

- Clear of any bush fire prone land

On land that is bush fire prone, certain development may require further consideration under Section 798A or Section 91 of the *Environmental Planning & Assessment Act 1979* and under Section 100B of the *Rural Fires Act 1997*.

12. **Property vegetation plans**
The subject land is not affected by a property vegetation plan under the *Native Vegetation Act 2003*. The Blacktown local government area is excluded from the operation of the *Native Vegetation Act 2003* (refer Schedule 1 Part 3 of that Act).

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

No. Council has not been notified of any order made under the *Trees (Disputes Between Neighbours) Act 2006* in relation to the subject land.

14. **Directions under Part 3A**

Land to which this Certificate applies is not subject to the above.

15. **Site compatibility certificates and conditions for seniors housing**

Land to which this Certificate applies is not subject to the above.

16. **Site compatibility certificates for infrastructure**

Land to which this Certificate applies is not subject to the above.

17. **Site compatibility certificates and conditions for affordable rental housing**

Land to which this Certificate applies is not subject to the above.

18. **Paper subdivision information**

Not applicable

19. **Site verification certificates**

Council is not aware of any site verification certificate applying to the subject land.

Under the *Contaminated Land Management Act 1997 and Contaminated Land Management Amendment Act 2008*

(a) The land to which this certificate relates has not been declared to be significantly contaminated land at the date when the certificate was issued

(b) The land to which this certificate relates is not subject to a management order at the date when the certificate was issued

(c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued

(d) The land to which this certificate relates is not subject to an ongoing maintenance
order as at the date when the certificate was issued

(e) The land to which this certificate relates is not the subject of a site audit statement provided to the Council.
Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 2.1 of this Certificate, the following State Environmental Planning Policies may also affect development on the subject land.

SEPP (Affordable Rental Housing) 2009
Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.

SEPP Building Sustainability Index (BASIX) 2004
This SEPP operates in conjunction with Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004 to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX throughout the State by overriding competing provisions in other environmental planning instruments and development control plans, and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX. The draft SEPP was exhibited together with draft Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004.

SEPP (Exempt and Complying Development Codes) 2008
This policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

SEPP (Sydney Region Growth Centres) 2006
This policy provides for the coordinated release of land for residential, employment and other urban development in Sydney’s North West and South West Growth Centres, in conjunction with the precinct planning provisions contained in the Environmental Planning and Assessment Regulation 2000.

SEPP (Housing for Seniors and People with a Disability) 2004
This policy encourages the development of high quality accommodation for the state’s ageing population and for people who have disabilities, whilst ensuring development is in keeping with the local neighbourhood. Note the name of this policy was changed from State Environmental Planning Policy (Seniors Living) 2004 to State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, effective 12.10.07.

SEPP (Infrastructure) 2007
The aim of this policy is to facilitate the orderly and economic use and development of rural
lands for rural and related purposes. This SEPP provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency.

**SEPP (Miscellaneous Consent Provisions) 2007**
This SEPP contains provisions for temporary structures, subdivision, the demolition of a building or work, certain change of use and fire alarm link communication works.

**SEPP (State Significant Precincts) 2005**
The purpose of this Policy is to facilitate the development, redevelopment or protection of important urban, coastal and regional sites of economic, environmental or social significance to the State. So as to facilitate the orderly use, development or conservation of those State significant precincts for the benefit of the State. It also aims to facilitate service delivery outcomes for a range of public services and to provide for the development of major sites for a public purpose or redevelopment of major sites no longer appropriate or suitable for public purposes.

**SEPP (Mining, Petroleum, Production and Extractive Industries) 2007**
This Policy aims to provide for the proper management and development of minerals, petroleum and extractive material resources for the social and economic welfare of the State. The Policy establishes appropriate planning controls to encourage ecologically sustainable development.

**SEPP No. 1 - Development Standards**
Makes development standards more flexible. It allows councils to approve a development proposal that does not comply with a set standard where this can be shown to be unreasonable or unnecessary.

**SEPP No. 19 - Bushland in Urban Areas**
Protects and preserves bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. The policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

**SEPP No. 21 - Caravan Parks**
Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the Local Government Act 1993, are also permitted. The specific kinds of movable dwellings allowed under the Local Government Act in caravan parks and camping grounds are subject to the provisions of the Caravan Parks Regulation. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long-term sites in existing caravan parks. It also enables, with the council's consent, long-term sites in caravan parks to be subdivided by leases of up to 20 years.
SEPP No. 30 - Intensive Agriculture
Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs. The policy sets out information and public notification requirements to ensure there are effective planning control over this export-driven rural industry. The policy does not alter if, and where, such development is permitted, or the functions of the consent authority.

SEPP No. 32 - Urban Consolidation
States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy focuses on the redevelopment of urban land that is no longer required for the purpose it is currently zoned or used, and encourages local councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy. Councils will continue to be responsible for the majority of rezonings. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban redevelopment. Where a site is rezoned by an REP, the Minister will be the consent authority.

SEPP No. 33 - Hazardous and Offensive Development
Provides new definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The definitions apply to all planning instruments, existing and future. The new definitions enable decisions to approve or refuse a development to be based on the merit of proposal. The consent authority must carefully consider the specifics the case, the location and the way in which the proposed activity is to be carried out. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy. For example, any application to carry out a potentially hazardous or potentially offensive development is to be advertised for public comment, and applications to carry out potentially hazardous development must be supported by a preliminary hazard analysis (PHA). The policy does not change the role of councils as consent authorities, land zoning, or the designated development provisions of the Environmental Planning and Assessment Act 1979.

SEPP No. 55 - Remediation of Land
Introduces state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

SEPP No. 62 - Sustainable Aquaculture
Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identity and
categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

SEPP No. 64 - Advertising and Signage
Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

SEPP No. 65 - Design Quality of Residential Apartment Development
Raises the design quality of residential flat development across the state through the application of a series of design principles. Provides for the establishment of Design Review Panels to provide independent expert advice to councils on the merit of residential flat development. The accompanying regulation requires the involvement of a qualified designer throughout the design, approval and construction stages.

SREP No. 30 - St Marys
Sydney Regional Environmental Plan 30 - St Marys (SREP 30) provides a statutory framework to plan and develop 1538 hectares of land known as the Australian Defence Industries (ADI) site at St Marys. The plan zones the land for particular types of development: urban, regional park, regional open space, drainage, road/road widening, and employment.

SEPP (Western Sydney Employment Area) 2009
This State Environmental Planning Policy promotes economic development and the creation of employment in the Western Sydney Employment Area by providing for development, including major warehousing, distribution, freight transport, industrial, high technology and research facilities. The policy provides for coordinated planning, development and rezoning of land for employment or environmental conservation purposes. This State Environmental Planning Policy promotes economic development and the creation of employment in the Western Sydney Employment Area by providing for development, including major warehousing, distribution, freight transport, industrial, high technology and research facilities. The policy provides for coordinated planning, development and rezoning of land for employment or environmental conservation purposes.

SEPP (Western Sydney Parklands) 2009
The aim of the policy is to put in place planning controls that will enable the Western Sydney Parklands Trust to develop the Western Parklands into multi-use urban parkland for the region of western Sydney.

SEPP (Western Sydney Recreation Area)
This policy enables development to be carried out for recreational, sporting and cultural
purposes within the Western Sydney Recreation Area, including the development of a recreation area of state significance.

Authorised by Blacktown City Council
Proforma ID: 435592

End of Certificate
Applicant Details

Your reference: KC:18020

Certificate Details

Certificate no.: PL2018/01352 Fee: $53.00
Date issued: 16 February 2018 Urgency fee: N/A
Receipt no.: D001206633

Property information

Property ID: 375094 Land ID: 338568
Legal description: LOT 502 DP 1035546
Address: 44 KERRY ROAD SCHOFIELDS NSW 2762
County: CUMBERLAND Parish: GIDLEY

PLANNING CERTIFICATE (149 Part 2)

Blacktown City Council prepared this Planning Certificate under Section 149 of the Environmental Planning and Assessment Act 1979. The form and content of the Certificate is consistent with Schedule 4 of the Environmental Planning and Assessment Regulation 2000.

Disclaimer

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

Blacktown City Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.
Section 149(2)

The following information is provided under Section 149(2) of the Environmental Planning and Assessment Act 1979. The information relates to the subject land at the date of this Certificate.

1. Names of relevant planning instruments and development control plans

1.1 Environmental Planning Instrument

Blacktown Local Environmental Plan 2015 applies to the subject land.

1.2 Proposed Local Environmental Plans

The subject land is affected by Planning Proposal MA2016/0008 which seeks various policy and housekeeping amendments to Blacktown Local Environmental Plan 2015. The proposed LEP amendments may affect how the land may be developed or used.

1.3 State Environmental Planning Policies

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

1.4 Proposed State Environmental Planning Policies

Council is not aware of any proposed State Environmental Planning Policy that is or has been the subject of community consultation or on public exhibition under the Act, applying to the subject land.

1.5 Development control plans

Blacktown Development Control Plan 2015 applies to the subject land.

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

2.1 Zoning

Under Blacktown Local Environmental Plan 2015, the land is zoned:

Zone RU4 Primary Production Small Lots

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

2 Permitted without consent

Home occupations

3 Permitted with consent

Agricultural produce industries; Bed and breakfast accommodation; Cemeteries; Community facilities; Dwelling houses; Environmental facilities; Environmental protection works; Extensive agriculture; Farm buildings; Flood mitigation works; Heliports; Home businesses; Home industries; Intensive plant agriculture; Landscaping material supplies; Places of public worship; Plant nurseries; Recreation facilities (outdoor); Roads; Roadside stalls; Veterinary hospitals; Water reticulation systems

4 Prohibited

Agriculture; Any other development not specified in item 2 or 3.

Proposed changes to the RU4 Primary Production Small Lots zone

As part of the Planning Proposal listed in Section 1.2 of this Certificate, Council is seeking to make the following land uses permissible with consent in the RU4 Primary Production Small Lots zone

- Crematoria
- Signage

2.2 Minimum land dimensions for the erection of a dwelling house

Not applicable

2.3 Critical habitat
The land does not include or comprise a critical habitat.

Note: Critical habitat registers are kept by the National Parks and Wildlife Service under the Threatened Species Conservation Act 1995 and the Department of Fisheries under the Fisheries Management Act 1994.

2.4 Conservation areas

The land is not within a conservation area.

2.5 Environmental Heritage

The land does not contain an item of environmental heritage under the protection of Blacktown Local Environmental Plan 2015

3. Complying development

Complying development may or may not be carried out on the subject land under an Environmental Planning Policy. Council does not have sufficient information to determine the extent to which specific complying development may or may not be carried out.

4. Coastal protection

The subject land is not affected by the operation of Sections 38 or 39 of the Coastal Protection Act, 1979.

5. Mine subsidence

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

7. Council and other public authority policies on hazard risk restrictions

7.1 Contaminated Lands Policy and Asbestos Policy

Council has adopted a Contaminated Lands Policy and an Asbestos Policy which may restrict development on the subject land.

The Land Contamination Policy applies when zoning or land use changes are proposed on land which has previously been used for certain purposes or has the potential to be affected by such purposes undertaken on nearby lands. The Asbestos Policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. Both policies should be considered in the context of relevant State legislation and guidelines.
Council’s records may not be sufficient to determine all previous uses on the land, or determine activities that may have taken place on this land.

7.2 Other policies on hazard risk restrictions

Council has not adopted any other policies to restrict the development of the subject land by reason of the likelihood of landslip, bushfire, tidal inundation, subsidence or the occurrence of acid sulphate soils.

Note: Although Council has not adopted a specific policy to restrict development bushfire prone land, it is bound by state-wide bushfire legislation that may restrict development on the subject land. Additional information relating to bushfire prone land is provided at point 11 below.

7a. Flood related development controls information

Council has adopted a Floodplain Management Policy which may restrict the development of the land subject to this Certificate, including development for the purposes of dwelling houses, dual occupancies, multi-dwelling housing, residential flat buildings and any other purpose that requires the placement or erection of any structure on the land. The Flood Risk Precinct Maps prepared under the policy are based on the results of Engineering Flood Studies commissioned by Government Authorities and Council. These maps indicate that the land subject to this Certificate lies partly or wholly within the Medium Flood Risk Precinct. The term Medium Flood Risk Precinct is defined as land below the 100-year flood level that is not within a High Flood Risk Precinct. This is land that is not subject to a high hydraulic hazard or where there are no significant evacuation difficulties. Further details are provided in the NSW Government's Floodplain Development Manual and are available from Council. Council does not warrant that the information provided or made available to you is complete. Council strongly recommends that, in all cases, you seek independent professional advice to supplement your enquiries.

This lot is shown flood prone on mapping provided by the Department of Planning. The investigation for this area has not been completed and all enquiries should be directed to the Department of Planning. Flood related development controls for this lot are provided in the Development Control Plan for this area, prepared by the Department of Planning. Where development is proposed within or adjacent to land that is shown on the Flood Prone Land figure as being affected by the 1% AEP level, Council may require a more detailed flood study to be undertaken by the applicant to confirm the extent on the flood affectation on that land.

8. Land reserved for acquisition

Blacktown Local Environmental Plan 2015 makes provision for land included on the Land Reservation Acquisition Map to be acquired by a public authority.

9. Contributions plans
Council currently levies contributions under Section 94 of the Environmental Planning &
Assessment Act 1979 for facilities and services. The further development of the subject land
may incur such contributions.

9a. Biodiversity certified land

The land is not biodiversity certified land as defined by Part 7AA of the Threatened Species

10. Biobanking agreements

The land is not subject to any biobanking agreement under Part 7A of the Threatened

11. Bushfire prone land

The Rural Fires and Environmental Assessment Legislation Amendment Act 2002, which
came into force on 1 August 2002, introduced development provisions for bush fire prone
land as shown on a Bush Fire Prone Land Map. "Bush fire prone land" is land that has been
designated by the Commissioner of the NSW Rural Fire Service as being bush fire prone due
to characteristics of vegetation and topography. The land the subject of this certificate has
been identified on Council's Bush Fire Prone Land Map as being:

Clear of any bush fire prone land

On land that is bush fire prone, certain development may require further consideration
under Section 79BA or Section 91 of the Environmental Planning & Assessment Act 1979 and
under Section 100B of the Rural Fires Act 1997.

12. Property vegetation plans

The subject land is not affected by a property vegetation plan under the Native Vegetation
Act 2003. The Blacktown local government area is excluded from the operation of the Native
Vegetation Act 2003 (refer Schedule 1 Part 3 of that Act).

13. Orders under Trees (Disputes Between Neighbours) Act 2006

No. Council has not been notified of any order made under the Trees (Disputes Between

14. Directions under Part 3A

Land to which this Certificate applies is not subject to the above.

15. Site compatibility certificates and conditions for seniors housing
Land to which this Certificate applies is not subject to the above.

16. **Site compatibility certificates for infrastructure**

Land to which this Certificate applies is not subject to the above.

17. **Site compatibility certificates and conditions for affordable rental housing**

Land to which this Certificate applies is not subject to the above.

18. **Paper subdivision information**

Not applicable

19. **Site verification certificates**

Council is not aware of any site verification certificate applying to the subject land.

Under the *Contaminated Land Management Act 1997* and *Contaminated Land Management Amendment Act 2008*

(a) The land to which this certificate relates has not been declared to be significantly contaminated land at the date when the certificate was issued

(b) The land to which the certificate relates is not subject to a management order at the date when the certificate was issued

(c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued

(d) The land to which this certificate relates is not subject to an ongoing maintenance order as at the date when the certificate was issued

(e) The land to which this certificate relates is not the subject of a site audit statement provided to the Council.
Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 2.1 of this Certificate, the following State Environmental Planning Policies may also affect development on the subject land.

SEPP (Affordable Rental Housing) 2009
Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.

SEPP Building Sustainability Index (BASIX) 2004
This SEPP operates in conjunction with Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004 to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX throughout the State by overriding competing provisions in other environmental planning instruments and development control plans, and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX. The draft SEPP was exhibited together with draft Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004.

SEPP (Exempt and Complying Development Codes) 2008
This policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

SEPP (Sydney Region Growth Centres) 2006
This policy provides for the coordinated release of land for residential, employment and other urban development in Sydney’s North West and South West Growth Centres, in conjunction with the precinct planning provisions contained in the Environmental Planning and Assessment Regulation 2000.

SEPP (Housing for Seniors and People with a Disability) 2004
This policy encourages the development of high quality accommodation for the state’s ageing population and for people who have disabilities, whilst ensuring development is in keeping with the local neighbourhood. Note the name of this policy was changed from State Environmental Planning Policy (Seniors Living) 2004 to State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, effective 12.10.07.

SEPP (Infrastructure) 2007
The aim of this policy is to facilitate the orderly and economic use and development of rural
lands for rural and related purposes. This SEPP provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency.

SEPP (Miscellaneous Consent Provisions) 2007
This SEPP contains provisions for temporary structures, subdivision, the demolition of a building or work, certain change of use and fire alarm link communication works.

SEPP (State Significant Precincts) 2005
The purpose of this Policy is to facilitate the development, redevelopment or protection of important urban, coastal and regional sites of economic, environmental or social significance to the State so as to facilitate the orderly use, development or conservation of those State significant precincts for the benefit of the State. It also aims to facilitate service delivery outcomes for a range of public services and to provide for the development of major sites for a public purpose or redevelopment of major sites no longer appropriate or suitable for public purposes.

SEPP (Mining, Petroleum, Production and Extractive Industries) 2007
This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State. The Policy establishes appropriate planning controls to encourage ecologically sustainable development.

SEPP No. 1 - Development Standards
Makes development standards more flexible. It allows councils to approve a development proposal that does not comply with a set standard where this can be shown to be unreasonable or unnecessary.

SEPP No. 19 - Bushland in Urban Areas
Protects and preserves bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. The policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

SEPP No. 21 - Caravan Parks
Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the Local Government Act 1993, are also permitted. The specific kinds of movable dwellings allowed under the Local Government Act in caravan parks and camping grounds are subject to the provisions of the Caravan Parks Regulation. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long-term sites in existing caravan parks. It also enables, with the council’s consent, long-term sites in caravan parks to be subdivided by leases of up to 20 years.
SEPP No. 30 - Intensive Agriculture
Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs. The policy sets out information and public notification requirements to ensure there are effective planning control over this export-driven rural industry. The policy does not alter if, and where, such development is permitted, or the functions of the consent authority.

SEPP No. 32 - Urban Consolidation
States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy focuses on the redevelopment of urban land that is no longer required for the purpose it is currently zoned or used, and encourages local councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy. Councils will continue to be responsible for the majority of rezonings. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban redevelopment. Where a site is rezoned by an REP, the Minister will be the consent authority.

SEPP No. 33 - Hazardous and Offensive Development
Provides new definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The definitions apply to all planning instruments, existing and future. The new definitions enable decisions to approve or refuse a development to be based on the merit of proposal. The consent authority must carefully consider the specifics the case, the location and the way in which the proposed activity is to be carried out. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy. For example, any application to carry out a potentially hazardous or potentially offensive development is to be advertised for public comment, and applications to carry out potentially hazardous development must be supported by a preliminary hazard analysis (PHA). The policy does not change the role of councils as consent authorities, land zoning, or the designated development provisions of the Environmental Planning and Assessment Act 1979.

SEPP No. 55 - Remediation of Land
Introduces state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

SEPP No. 62 - Sustainable Aquaculture
Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identity and
categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

SEPP No. 64 - Advertising and Signage
Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

SEPP No. 65 - Design Quality of Residential Apartment Development
Raises the design quality of residential flat development across the state through the application of a series of design principles. Provides for the establishment of Design Review Panels to provide independent expert advice to councils on the merit of residential flat development. The accompanying regulation requires the involvement of a qualified designer throughout the design, approval and construction stages.

SREP No. 30 - St Marys
Sydney Regional Environmental Plan 30 - St Marys (SREP 30) provides a statutory framework to plan and develop 1538 hectares of land known as the Australian Defence Industries (ADI) site at St Marys. The plan zones the land for particular types of development: urban, regional park, regional open space, drainage, road/road widening, and employment.

SEPP (Western Sydney Employment Area) 2009
This State Environmental Planning Policy promotes economic development and the creation of employment in the Western Sydney Employment Area by providing for development, including major warehousing, distribution, freight transport, industrial, high technology and research facilities. The policy provides for coordinated planning, development and rezoning of land for employment or environmental conservation purposes. This State Environmental Planning Policy promotes economic development and the creation of employment in the Western Sydney Employment Area by providing for development, including major warehousing, distribution, freight transport, industrial, high technology and research facilities. The policy provides for coordinated planning, development and rezoning of land for employment or environmental conservation purposes.

SEPP (Western Sydney Parklands) 2009
The aim of the policy is to put in place planning controls that will enable the Western Sydney Parklands Trust to develop the Western Parklands into multi-use urban parkland for the region of western Sydney.

SEPP (Western Sydney Recreation Area)
This policy enables development to be carried out for recreational, sporting and cultural
purposes within the Western Sydney Recreation Area, including the development of a recreation area of state significance.

Authorised by Blacktown City Council
Proforma ID: 435080

End of Certificate
Applicant Details

Your reference  KC:18020

FIRST CHOICE CONVEYANCING
DX 8088
PENRITH

Certificate Details

Certificate no.  PL2018/01351  Fee: $53.00
Date issued  16 February 2018  Urgency fee: N/A
Receipt no.  D001206636

Property information

Property ID  375094  Land ID  338566
Legal description  LOT 501, DP 1035546
Address  44 KERRY ROAD SCHOFIELD NSW 2762
County  CUMBERLAND  Parish  GIDLEY

PLANNING CERTIFICATE (149 Part 2)

Blacktown City Council prepared this Planning Certificate under Section 149 of the Environmental Planning and Assessment Act 1979. The form and content of the Certificate is consistent with Schedule 4 of the Environmental Planning and Assessment Regulation 2000.

Disclaimer

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

Blacktown City Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.
Section 149(2)

The following information is provided under Section 149(2) of the Environmental Planning and Assessment Act 1579. The information relates to the subject land at the date of this Certificate.

1. **Names of relevant planning instruments and development control plans**

   1.1 Environmental Planning Instrument

   *Blacktown Local Environmental Plan 2015* applies to the subject land.

   1.2 Proposed Local Environmental Plans

   The subject land is affected by Planning Proposal MA2016/0008 which seeks various policy and housekeeping amendments to *Blacktown Local Environmental Plan 2015*. The proposed LEP amendments may affect how the land may be developed or used.

   1.3 State Environmental Planning Policies

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

   1.4 Proposed State Environmental Planning Policies

   Council is not aware of any proposed State Environmental Planning Policy that is or has been the subject of community consultation or on public exhibition under the Act, applying to the subject land.

   1.5 Development control plans

   *Blacktown Development Control Plan 2015* applies to the subject land.

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

2.1 Zoning

Under Blacktown Local Environmental Plan 2015, the land is zoned:

**Zone RU4 Primary Production Small Lots**

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

2 Permitted without consent

Home occupations

3 Permitted with consent

Agricultural produce industries; Bed and breakfast accommodation; Cemeteries; Community facilities; Dwelling houses; Environmental facilities; Environmental protection works; Extensive agriculture; Farm buildings; Flood mitigation works; Heliports; Home businesses; Home industries; Intensive plant agriculture; Landscaping material supplies; Places of public worship; Plant nurseries; Recreation facilities (outdoor); Roads; Roadside stalls; Veterinary hospitals; Water reticulation systems

4 Prohibited

Agriculture; Any other development not specified in item 2 or 3.

Proposed changes to the RU4 Primary Production Small Lots zone

As part of the Planning Proposal listed in Section 1.2 of this Certificate, Council is seeking to make the following land uses permissible with consent in the RU4 Primary Production Small Lots zone

- Crematoria
- Signage

2.2 Minimum land dimensions for the erection of a dwelling house

Not applicable

2.3 Critical habitat
The land does not include or comprise a critical habitat.

Note: Critical habitat registers are kept by the National Parks and Wildlife Service under the Threatened Species Conservation Act 1995 and the Department of Fisheries under the Fisheries Management Act 1994.

2.4 Conservation areas

The land is not within a conservation area.

2.5 Environmental Heritage

The land does not contain an item of environmental heritage under the protection of Blacktown Local Environmental Plan 2015

3. Complying development

Complying development may or may not be carried out on the subject land under an Environmental Planning Policy. Council does not have sufficient information to determine the extent to which specific complying development may or may not be carried out.

4. Coastal protection

The subject land is not affected by the operation of Sections 38 or 39 of the Coastal Protection Act, 1979.

5. Mine subsidence

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

7. Council and other public authority policies on hazard risk restrictions

7.1 Contaminated Lands Policy and Asbestos Policy

Council has adopted a Contaminated Lands Policy and an Asbestos Policy which may restrict development on the subject land.

The Land Contamination Policy applies when zoning or land use changes are proposed on land which has previously been used for certain purposes or has the potential to be affected by such purposes undertaken on nearby lands. The Asbestos Policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. Both policies should be considered in the context of relevant State legislation and guidelines.
Council's records may not be sufficient to determine all previous uses on the land, or determine activities that may have taken place on this land.

7.2 Other policies on hazard risk restrictions

Council has not adopted any other policies to restrict the development of the subject land by reason of the likelihood of landslip, bushfire, tidal inundation, subsidence or the occurrence of acid sulphate soils.

Note: Although Council has not adopted a specific policy to restrict development bushfire prone land, it is bound by state-wide bushfire legislation that may restrict development on the subject land. Additional information relating to bushfire prone land is provided at point 11 below.

7a. Flood related development controls information

Council has adopted a Floodplain Management Policy which may restrict the development of the land subject to this Certificate, including development for the purposes of dwelling houses, dual occupancies, multi-dwelling housing, residential flat buildings and any other purpose that requires the placement or erection of any structure on the land. The Flood Risk Precinct Maps prepared under the policy are based on the results of Engineering Flood Studies commissioned by Government Authorities and Council. These maps indicate that the land subject to this Certificate lies partly or wholly within the High Flood Risk Precinct. The term High Flood Risk Precinct is defined as the area of land below the 100-year flood event that is either subject to a high hydraulic hazard or where there are significant evacuation difficulties. Further details are provided in the NSW Government’s Floodplain Development Manual and are available from Council. Council does not warrant that the information provided or made available to you is complete. Council strongly recommends that, in all cases, you seek independent professional advice to supplement your enquiries.

This lot is shown flood prone on mapping provided by the Department of Planning. The investigation for this area has not been completed and all enquiries should be directed to the Department of Planning. Flood related development controls for this lot are provided in the Development Control Plan for this area, prepared by the Department of Planning. Where development is proposed within or adjacent to land that is shown on the Flood Prone Land figure as being affected by the 1% AEP level, Council may require a more detailed flood study to be undertaken by the applicant to confirm the extent on the flood affectation on that land.

Council has adopted a Floodplain Management Policy which may restrict the development of the land subject to this Certificate, including development for the purposes of dwelling houses, dual occupancies, multi-dwelling housing, residential flat buildings and any other purpose that requires the placement or erection of any structure on the land. The Flood Risk Precinct Maps prepared under the policy are based on the results of Engineering Flood Studies commissioned by Government Authorities and Council. These maps indicate that the land subject to this Certificate lies partly or wholly within the Medium Flood Risk Precinct. The term Medium Flood Risk Precinct is defined as land below the 100-year flood level that is not within a High Flood Risk Precinct. This is land that is not subject to a high hydraulic
hazard or where there are no significant evacuation difficulties. Further details are provided in the NSW Government’s Floodplain Development Manual and are available from Council. Council does not warrant that the information provided or made available to you is complete. Council strongly recommends that, in all cases, you seek independent professional advice to supplement your enquiries.

8. **Land reserved for acquisition**

Blacktown Local Environmental Plan 2015 makes provision for land included on the Land Reservation Acquisition Map to be acquired by a public authority.

9. **Contributions plans**

Council currently levies contributions under Section 94 of the *Environmental Planning & Assessment Act 1979* for facilities and services. The further development of the subject land may incur such contributions.

9a. **Biodiversity certified land**

The land is not biodiversity certified land as defined by Part 7AA of the *Threatened Species Conservation Act 1995*.

10. **Biobanking agreements**

The land is not subject to any biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995*.

11. **Bushfire prone land**

The *Rural Fires and Environmental Assessment Legislation Amendment Act 2002*, which came into force on 1 August 2002, introduced development provisions for bush fire prone land as shown on a Bush Fire Prone Land Map. "Bush fire prone land" is land that has been designated by the Commissioner of the NSW Rural Fire Service as being bush fire prone due to characteristics of vegetation and topography. The land the subject of this certificate has been identified on Council’s Bush Fire Prone Land Map as being:

- Clear of any bush fire prone land

On land that is bush fire prone, certain development may require further consideration under Section 79BA or Section 91 of the *Environmental Planning & Assessment Act 1979* and under Section 100B of the *Rural Fires Act 1997*.

12. **Property vegetation plans**

The subject land is not affected by a property vegetation plan under the *Native Vegetation Act 2003*. The Blacktown local government area is excluded from the operation of the *Native Vegetation Act 2003* (refer Schedule 1 Part 3 of that Act).
13. **Orders under Trees (Disputes Between Neighbours) Act 2006**

No. Council has not been notified of any order made under the Trees (Disputes Between Neighbours) Act 2006 in relation to the subject land.

14. **Directions under Part 3A**

Land to which this Certificate applies is not subject to the above.

15. **Site compatibility certificates and conditions for seniors housing**

Land to which this Certificate applies is not subject to the above.

16. **Site compatibility certificates for infrastructure**

Land to which this Certificate applies is not subject to the above.

17. **Site compatibility certificates and conditions for affordable rental housing**

Land to which this Certificate applies is not subject to the above.

18. **Paper subdivision information**

Not applicable

19. **Site verification certificates**

Council is not aware of any site verification certificate applying to the subject land.

Under the Contaminated Land Management Act 1997 and Contaminated Land Management Amendment Act 2008

(a) The land to which this certificate relates has not been declared to be significantly contaminated land at the date when the certificate was issued

(b) The land to which this certificate relates is not subject to a management order at the date when the certificate was issued

(c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued

(d) The land to which this certificate relates is not subject to an ongoing maintenance order as at the date when the certificate was issued

(e) The land to which this certificate relates is not the subject of a site audit statement provided to the Council.
Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 2.1 of this Certificate, the following State Environmental Planning Policies may also affect development on the subject land.

SEPP (Affordable Rental Housing) 2009
Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.

SEPP Building Sustainability Index (BASIX) 2004
This SEPP operates in conjunction with Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004 to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX throughout the State by overriding competing provisions in other environmental planning instruments and development control plans, and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX. The draft SEPP was exhibited together with draft Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004.

SEPP (Exempt and Complying Development Codes) 2008
This policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

SEPP (Sydney Region Growth Centres) 2006
This policy provides for the coordinated release of land for residential, employment and other urban development in Sydney’s North West and South West Growth Centres, in conjunction with the precinct planning provisions contained in the Environmental Planning and Assessment Regulation 2000.

SEPP (Housing for Seniors and People with a Disability) 2004
This policy encourages the development of high quality accommodation for the state’s ageing population and for people who have disabilities, whilst ensuring development is in keeping with the local neighbourhood. Note the name of this policy was changed from State Environmental Planning Policy (Seniors Living) 2004 to State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, effective 12.10.07.
SEPP (Infrastructure) 2007
The aim of this policy is to facilitate the orderly and economic use and development of rural lands for rural and related purposes. This SEPP provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency.

SEPP (Miscellaneous Consent Provisions) 2007
This SEPP contains provisions for temporary structures, subdivision, the demolition of a building or work, certain change of use and fire alarm link communication works.

SEPP (State Significant Precincts) 2005
The purpose of this Policy is to facilitate the development, redevelopment or protection of important urban, coastal and regional sites of economic, environmental or social significance to the State so as to facilitate the orderly use, development or conservation of those State Significant precincts for the benefit of the State. It also aims to facilitate service delivery outcomes for a range of public services and to provide for the development of major sites for a public purpose or redevelopment of major sites no longer appropriate or suitable for public purposes.

SEPP (Mining, Petroleum, Production and Extractive Industries) 2007
This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State. The Policy establishes appropriate planning controls to encourage ecologically sustainable development.

SEPP No. 1 - Development Standards
Makes development standards more flexible. It allows councils to approve a development proposal that does not comply with a set standard where this can be shown to be unreasonable or unnecessary.

SEPP No. 19 - Bushland in Urban Areas
Protects and preserves bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. The policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

SEPP No. 21 - Caravan Parks
Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the Local Government Act 1993, are also permitted. The specific kinds of movable dwellings allowed under the Local Government Act in caravan parks and camping grounds are subject to the provisions of the Caravan Parks Regulation. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long-term sites in existing
caravan parks. It also enables, with the council's consent, long-term sites in caravan parks to be subdivided by leases of up to 20 years.

SEPP No. 30 - Intensive Agriculture
Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs. The policy sets out information and public notification requirements to ensure there are effective planning control over this export-driven rural industry. The policy does not alter if, and where, such development is permitted, or the functions of the consent authority.

SEPP No. 32 - Urban Consolidation
States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy focuses on the redevelopment of urban land that is no longer required for the purpose it is currently zoned or used, and encourages local councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy. Councils will continue to be responsible for the majority of rezonings. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban redevelopment. Where a site is rezoned by an REP, the Minister will be the consent authority.

SEPP No. 33 - Hazardous and Offensive Development
Provides new definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The definitions apply to all planning instruments, existing and future. The new definitions enable decisions to approve or refuse a development to be based on the merit of proposal. The consent authority must carefully consider the specifics the case, the location and the way in which the proposed activity is to be carried out. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy. For example, any application to carry out a potentially hazardous or potentially offensive development is to be advertised for public comment, and applications to carry out potentially hazardous development must be supported by a preliminary hazard analysis (PHA). The policy does not change the role of councils as consent authorities, land zoning, or the designated development provisions of the Environmental Planning and Assessment Act 1979.

SEPP No. 55 - Remediation of Land
Introduces state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.
SEPP No. 62 - Sustainable Aquaculture
Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identity and categorize aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

SEPP No. 64 - Advertising and Signage
Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

SEPP No. 65 - Design Quality of Residential Apartment Development
Raises the design quality of residential flat development across the state through the application of a series of design principles. Provides for the establishment of Design Review Panels to provide independent expert advice to councils on the merit of residential flat development. The accompanying regulation requires the involvement of a qualified designer throughout the design, approval and construction stages.

SREP No. 30 - St Marys
Sydney Regional Environmental Plan 30 - St Marys (SREP 30) provides a statutory framework to plan and develop 1538 hectares of land known as the Australian Defence Industries (ADI) site at St Marys. The plan zones the land for particular types of development: urban, regional park, regional open space, drainage, road/road widening, and employment.

SEPP (Western Sydney Employment Area) 2009
This State Environmental Planning Policy promotes economic development and the creation of employment in the Western Sydney Employment Area by providing for development, including major warehousing, distribution, freight transport, industrial, high technology and research facilities. The policy provides for coordinated planning, development and rezoning of land for employment or environmental conservation purposes. This State Environmental Planning Policy promotes economic development and the creation of employment in the Western Sydney Employment Area by providing for development, including major warehousing, distribution, freight transport, industrial, high technology and research facilities. The policy provides for coordinated planning, development and rezoning of land for employment or environmental conservation purposes.

SEPP (Western Sydney Parklands) 2009
The aim of the policy is to put in place planning controls that will enable the Western Sydney Parklands Trust to develop the Western Parklands into multi-use urban parkland for the region of western Sydney.
SEPP (Western Sydney Recreation Area)
This policy enables development to be carried out for recreational, sporting and cultural purposes within the Western Sydney Recreation Area, including the development of a recreation area of state significance.

Authorised by Blacktown City Council
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End of Certificate