

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 66589384	NSW DAN:
vendor's agent	Stone Real Estate Newtown 177 Enmore Road ENMORE NSW 2350		Phone: 9557 9040 Fax: Ref:
co-agent			
vendor	CHRISTIAN PAUL DIGIANDOMENICO AND CARMELINA SCARFONE 7 Eaton Place CHISWICK NSW 2046		
vendor's solicitor	Galluzzo Lawyers Suite 8 Level 3 26 Castlereagh Street LIVERPOOL NSW 2170		Phone: 02 9822 5678 Fax: 9822 5106 Ref: 201056
date for completion	42 days after the contract date	(clause 15)	Email: az@glawyers.com.au
land	2 Stirling Street CECIL HILLS NSW 2171 (Address, plan details and title reference)	Registered Plan: Lot 2 in Deposited Plan 1018189 Folio Identifier: 2/1018189	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

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

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

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

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

**Electronic transaction** (clause 30)  no  YES

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

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

land tax is adjustable  NO  yes

GST: Taxable supply  NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply  NO  yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment)  NO  yes (if yes, vendor must provide further details)

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

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

<p>APA Group          Australian Taxation Office          Council          County Council          Department of Planning, Industry and Environment          Department of Primary Industries          Electricity and gas          Land &amp; Housing Corporation          Local Land Services</p>	<p>NSW Department of Education          NSW Fair Trading          Owner of adjoining land          Privacy          Public Works Advisory          Subsidence Advisory NSW          Telecommunications          Transport for NSW          Water, sewerage or drainage authority</p>
---	--

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

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

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

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

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

## 2 Deposit and other payments before completion

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

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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

**7 Claims by purchaser**

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

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

**8 Vendor's rights and obligations**

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

**9 Purchaser's default**

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

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

**10 Restrictions on rights of purchaser**

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

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

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

#### 14 Adjustments

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

#### 15 Date for completion

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

#### 16 Completion

##### • Vendor

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

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

**20 Miscellaneous**

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

**24 Tenancies**

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

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

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

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

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

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

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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

**THESE ARE THE SPECIAL CONDITIONS REFERRED TO IN THE CONTRACT FOR SALE OF LAND BETWEEN:**

**(AS VENDOR)**

**AND**

**(AS PURCHASER)**

**DATED**

**DAY OF**

**2020**

---

**Completion of Contract/Notice to Complete**

- 1(a). Completion shall take place within forty two (42) days after the date hereof and on and after the expiration of the said period of forty two (42) days either party shall be entitled to give to the other Notice to Complete this Contract within fourteen (14) days after the date of the said Notice and in this regard time shall be of the essence hereto and the parties hereby expressly acknowledge that where the said fourteen day period has been granted in such notice then such period shall be sufficient and reasonable notice and no objection shall be raised by the recipient of the notice as to reasonableness of time or as to the form of the notice provided that the notice is served in accordance with printed Clause 20 of the printed form of Contract and provides for completion on or after Fourteen (14) days from service and there shall be no requirement for the sender of the Notice to state a time and venue for settlement in the contents of such notice.
- 1(b). Where payment of an adjustment payable by the Purchaser is expressed as a fundamental term of the Contract, and if the Purchaser refuses to pay such adjustment upon completion, without reservation of its rights, the Vendor may issue a valid notice to complete upon the basis of the breach of a fundamental term and where a notice to complete has been issued and completion does not occur due to the Purchaser's failure to pay such adjustment, then the Vendor shall be entitled to validly terminate the Contract based upon the Purchasers breach.

**Consequences of Purchaser's Delay**

- 2(a). If completion does not occur within the above period of time as a result of the purchaser's breach or default then provided the Vendor is ready, willing and able to complete on the completion date then the Vendor shall be entitled to recover from the purchasers as liquidated damages payable on completion the following:
- (i) Interest on the balance purchase price at the rate of eight per cent (8%) per annum calculated at a daily rate from the completion date to the actual date of completion, to compensate the vendor for the delay, to be added to the balance of purchase monies payable upon completion;
  - (ii) The sum of four hundred and forty dollars including GST (\$440.00) to cover legal costs and other expenses incurred as a consequence of the delay to be allowed

by the purchaser as an additional adjustment on completion.

It is expressly agreed and declared that such damages described in (i) & (ii) above are a genuine pre-estimate of the damages incurred by the vendor due to the purchaser's delay. The Purchaser acknowledges that the rate of interest is reasonable in order to compensate the Vendor for the delay. The Purchaser further acknowledges that the Vendor has relied upon such acknowledgement in entering into this contract and the Purchaser agrees that they are estopped from claiming that such interest is excessive, harsh, unreasonable or in the form of a penalty should any action arise for recovery of such interest by the Vendor. In the event of a dispute as to payment of the above the vendor may elect to complete and recover such damages following completion.

- 2(b). In the event that settlement does not take place at the scheduled time, or does not take place at a re-arranged time on that same day, due to the default of the purchaser or their mortgagee and through no fault of the vendor, then in addition to any other monies payable by the purchaser on completion of this contract, the purchaser must pay an additional \$220.00 inc. GST to the Vendor on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay. The Vendor may elect to recover this amount following completion.

#### **Alterations to Printed Form**

3. The following alterations have been made to the printed form of contract and shall be deemed incorporated herein as if such changes had been inscribed in the printed form:
- (a) Clause 1 add: Deposit holder shall mean the Vendor's solicitor as to the portion of the deposit excluding the agent's commission and the Vendor's agent as to the agent's commission;
  - (b) Clause 6 add: Any such claim for compensation for misdescription must be in writing and served upon the Vendor's solicitor within fourteen (14) days of the date of this contract and failing this such right shall cease to apply. Time being of the essence.
  - (c) Clause 7 add: Such claim to be served upon the Vendor's solicitor within twenty-eight (28) days from the date of this Contract and failing this such right shall cease to apply. Time being of the essence;
  - (d) Clause 7.1.1 replace 5% with \$1.00;
  - (e) Clause 7.2.4 delete "and the costs of the Purchaser";
  - (f) Clause 12.2.1 is deleted;
  - (g) Clause 14.4.1 and 14.4.2 are deleted and the following is inserted:

"Land Tax shall be adjusted upon the actual amount assessed upon the property regardless of whether the vendor is entitled to the land tax exemption or whether the property is held under a special trust".

(h) Clause 14.5 is deleted and the following is to be inserted in its place:-

Where the vendor owns more than one property then Land Tax shall be calculated upon the basis that the Land Tax threshold exemption shall be apportioned amongst such properties. Where the subject property comprises a lot in a plan of sub-division or strata sub-division then the Land Tax adjustment shall be apportioned on an area basis.

(i) Schedule of documents under Heading "choices" as to Land Tax adjustment is hereby completed by answering "Yes" to the question "Land Tax adjustment required".

(j) Clause 16.5 is deleted;

(k) Clause 16.7 delete "by cash (up to \$2,000) or settlement cheque: and insert "by unendorsed Bank Cheque or Bank Cheques".

(l) Clause 16.8 delete "5" and insert in its place "8".

(m) Clause 18.7 delete and insert in its place "an annual licence fee of 5% of the purchase price shall be payable weekly in advance."

(n) Add clause 18.8 -  
"The term of the right to possession shall be at the vendor's discretion unless otherwise agreed upon in writing".

(o) Clause 23.13 is deleted, Purchaser is to obtain at their own expense.

#### **Condition of Property**

4. The subject property is sold in its present condition and state of repair and subject to all faults and defects both latent and patent. The purchaser acknowledges that no representation, inducements or warranties have been made by the Vendor or the Vendor's agents or representatives relating to the state or condition of the property and the Purchaser agrees that he has made his own investigations and inspections and relies solely thereon and shall make no objections, requisitions or claims for compensation in respect thereof. In the event that the purchaser applies to the Local Council for a Certificate under section 6.22-6.26 of the amendment provisions of the Environmental Planning & Assessment Act 1979, (as amended) any work required to be carried out in order to bring the property to a standard acceptable to the said Council shall be carried out by the purchaser at the purchaser's expense.

### **Existing Services**

5. The Purchaser takes title subject to the existing water, sewerage, gas and electric light installations and services, if any, and no objection shall be taken and no requisition made by the Purchaser in respect of such installations and services exist or that such rights or easements cannot be obtained or in respect of any defects in such installations and services or on the ground that any water or sewerage main or any underground or surface storm water drain or any gas or electric light installations and service pass through over or under the subject land or should any manhole or vent be on the subject land.

### **Survey**

6. The purchaser relies upon his own enquiries in respect to a survey of the subject property. Where the Vendor has annexed a survey to this Contract then the purchaser acknowledges that he has perused the Survey and is aware of the contents thereof and will not be entitled to make any objection, requisition of claim for compensation in respect of any matter or matters contained therein.

### **Deposit/Deposit Guarantee Bond**

- 7(a). The Vendor's solicitor shall be at liberty to invest the whole or part of the deposit with any bank and all interest received shall be credited to the Vendor and the Purchaser in equal shares.
- 7(b). In the event that the Vendor is purchasing another property the Purchaser agrees to release to the Vendor the deposit or so much of the deposit as is required for use by the Vendor as:
  - (a) a deposit on the purchase of the other property;
  - (b) Stamp Duty payable on any such Contract.

The Vendor warrants upon release of the deposit in accordance with the terms of this Special Condition such deposit will be paid only to the trust account of an estate agent or a solicitor or to Revenue NSW as the case may be. The Purchaser hereby irrevocably instructs the Vendor's Solicitor or the Vendor's Agent to pay the said deposit out of monies held by them in this manner and there shall be no requirement for the Vendor's Solicitor or Agent to obtain any further authority to release such funds.

- 7(c). Notwithstanding any other provision in this agreement if the deposit agreed to be paid by the Purchaser is less than ten percent (10%) of the purchase price then if the vendor becomes entitled to forfeit the deposit actually paid, the purchaser forthwith upon demand will pay to the vendor the difference between ten percent (10%) of the purchase price and the amount actually paid, to the extent that a full ten percent (10%) is forfeitable by way of deposit upon default.

### **Extension of Cooling Off Period**

8. In the event that this contract is exchanged subject to a cooling off period as provided for under Section 66S of the Conveyancing Act 1919 on each occasion the Purchaser requests an extension to the cooling off period the purchaser shall pay the vendor the sum of \$110.00 which is agreed to be a genuine pre-estimate of legal expenses incurred by the vendor in his solicitor acting in obtaining consent to the extension. This amount shall be payable by the Purchaser as an adjustment on completion. The Vendor may elect not to insist upon payment at completion and may take action for recovery following completion.

### **Warranty by Purchaser Regarding Agent**

9. Where a Real Estate Agent is noted on the front page of this Contract, the Purchaser acknowledges that he was introduced to the property by such Agent herein named. The Purchaser hereby indemnifies the Vendor from and against the payment of any Agent's commission that may be found to be payable in respect of this sale to any Agent other than the Agent herein named based on such introduction, other than any such commission payable solely due to the existence of any sole agency agreement current at the time of entering into this agreement.

### **Vendor Disclosure Documents**

10. Unless otherwise indicated in the Documents Schedule copies of the following documents are annexed hereto:
  - (a) Certificate under Section 10.7 of the Environmental Planning and Assessment Act;
  - (b) Sewerage Diagram;
  - (c) Folio Identifier for the subject property and Deposited Plan/Strata Plan (where applicable);
  - (d) Any easements or covenants affecting the property.

### **Death, Mental Illness, Bankruptcy of a Party**

- 11(a). Notwithstanding any rule of law or equity to the contrary, should the Purchaser prior to completion die or become mentally ill, then the Vendor may rescind the within Contract by Notice in writing and thereupon this Contract shall be at an end and provisions of Clause 19 shall apply, but otherwise the Contract shall bind the heirs, executors, administrators and assigns of the Purchaser if the Vendor does not so elect.
- 11(b). If the Purchaser is declared bankrupt or enters into any scheme or make any assignment for the benefit of creditors or being a company resolves to go into liquidation or having a petition for the winding up of either party presented or entered

into any scheme or arrangement with its creditors under the Corporations Law or should a liquidator, receiver, administrator or official manager be appointed then the Vendor may rescind the within Contract whereby the provisions of Clause 19 shall apply and such rescission shall be and be deemed to be a rescission ab initio.

- 11(c). In the event of death of the Vendor or either of them, the legal personal representative of the Vendor may elect to affirm or rescind this Contract by notice in writing to the Purchaser.

### **Settlement**

12. Settlement shall be way of Pexa. Each party agrees to open a workspace on the Pexa platform for settlement and notify the other party as to participation and proceed with all applicable steps and tasks required to effect settlement.

### **Requisitions on Title**

- 13(a). Requisitions on Title to be raised by the Purchaser are to be only in the form attached to this Contract. The Purchaser acknowledges the replies attached. The Purchaser may object to an answer as either not being a proper answer to a requisition or that such answer is inaccurate, in error or contains a misdescription.
- 13(b). Such objection by the Purchaser must be raised in writing to the Vendor within twenty one (21) days of the Contract date or two (2) weeks before the date set for completion of the Contract, whichever is the earlier. If the Purchaser fails to object in writing to the Vendor's solicitors within this time, then the Purchaser is deemed to have waived its rights to raise requisitions on title for the purposes of Printed Clause 5 and where there has been an error, inaccuracy or misdescription in the replies, the Vendor is deemed to have withdrawn such reply and the Purchaser is deemed to have waived such requisition and relied upon its own enquiries in respect to the subject matter of the requisition.
- 13(c). The Purchaser may raise further specific requisitions which only relate to the title, encumbrances and any work orders pursuant to Printed Clause 11. Such requisitions may only be raised no later than fourteen (14) days before the completion date provided in the Contract. The Vendor may reply to such requisitions at any time prior to the completion date and where a Notice to Complete has been issued, the Vendor may reply at any time prior to the expiry date of the notice. The Vendors right to issue a Notice to Complete or claim interest for the delay in completion shall not be affected because of replies not having been provided or in respect to any inaccuracy, error or misdescription contained in the replies to requisitions.

### **Merger of Conditions with Transfer**

14. At the Vendors option, and if the Vendor elects at any time before or subsequent to completion , any conditions in this Contract capable of being performed or enforced following completion of the Contract, shall not merge with the Transfer.

### **Payments are Fundamental Terms and Essential as to Time**

15. Where these Special Conditions provide for a payment to be made by the Purchaser in the form of adjustments, costs or interest, such provision is hereby expressed to be a fundamental term of this Contract and essential as to time required for payment to be made.

### **Foreign Resident Capital Gains Withholding**

16. This clause applies to Contracts made on or after 1 July 2016 where:
- (a) the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the Taxation Administration Act 1953;
  - (b) a clearance certificate in respect of the Vendor, or if more than one, each Vendor, is not attached to this Contract.

The Purchaser must:

- (i) at least five (5) days before the date for completion, serve evidence of the Purchaser's submission of a Purchaser payment notification to the Australian Taxation Office;
- (ii) produce on completion a settlement cheque for the remittance amount payable to the Deputy Commissioner of Taxation;
- (iii) forward the settlement cheque to the payee immediately after completion; and
- (iv) serve evidence of receipt of payment of the remittance amount.

The Vendor cannot refuse to complete if the Purchaser complies with this provision. If the Vendor serves any clearance certificate or variation, the Purchaser does not have to complete earlier than seven (7) days after that service. If the Vendor serves a clearance certificate in respect of every Vendor, the above provisions do not apply.

### **Notice to Complete Costs**

17. The Purchaser shall pay to the Vendor the amount of \$440.00 (including GST) in respect to the Vendor's legal costs of issuing a Notice to Complete and a further amount of \$220.00 (including GST) as to any extension of the date for completion in respect to such Notice to Complete. Such amount is payable as an adjustment upon settlement.

### **Guarantor**

- 18.1 Where the Purchaser is a company, the Purchasers obligations under this Contract are guaranteed by the directors of the company who shall be included in this contract as

guarantors and the following conditions shall apply to them:

- (a) In consideration of the Vendor entering into this Contract at the request of the Guarantor, the Guarantor:
  - (1) unconditionally and irrevocably guarantees to the Vendor:
    - (i) payment to the Vendor of all moneys payable or owing to the Vendor under this Contract including the payment of the purchase price, whether or not demand has been made by the Vendor; and
    - (ii) the due and punctual performance and observance of all of the Purchaser's covenants, conditions and liabilities,  
  
under this Contract; and
- (b) indemnifies the Vendor against all Claims suffered or incurred by the Vendor arising directly or indirectly from any breach of this Contract by the Purchaser.
- (c) where the guarantor is bound to pay the purchase price due to default by the purchasers, the Vendor may require the guarantor to be substituted as the transferee in the transfer and based upon this requirement, the guarantor agrees to be bound to complete this contract and take a transfer of the title upon completion.

18.2 This guarantee and indemnity does not merge on completion, termination or repudiation of this Contract.

- 18.3 (a) This guarantee and indemnity will continue notwithstanding:
- (i) the Vendor has exercised any of its rights under this Contract including any right of termination;
  - (ii) the occurrence of an Insolvency Event; or
  - (iii) this guarantee and indemnity is for any reason unenforceable either in whole or in part.
- (b) This guarantee and indemnity:
- (i) is of a continuing nature and will remain in effect until all of the Purchaser's obligations have been discharged in full including but not limited to payment of the whole of the amount owed by the Purchaser to the Vendor; and
  - (ii) extends to the entire amount that is now owed or that may become owing at any time in the future to the Vendor by the Purchaser pursuant

to or contemplated by this Contract including any interest, costs or charges payable to the Vendor under this Contract.

- 18.4. The Vendor may proceed to recover the amount claimed as a debt or damages from the Guarantor without having instituted legal proceedings against the Purchaser and without first exhausting its remedies against the Purchaser.

**Goods and Services Tax**

- 19(a). In addition to the purchase price, the Purchaser shall upon completion pay to the Vendor the amount of any Goods and Services Tax, which may apply in respect to the purchase price and any adjustment made upon settlement.

OR

- 19(b). Where the sale is expressed to be the sale of a going concern, but if sections 38-325 and 195-1 of the GST Legislation cannot be applied to the supply, then in this instance the parties agree that Special Condition 19(a) above shall apply.

From.....Purchasers' Solicitor

To.....Vendors' Solicitor

Date.....

**REQUISITIONS ON TITLE**

RE:..... Purchase from.....

Property:.....

(In these Requisitions, the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender and the terms "Clause" and "Clauses" refer to a Clause or Clauses in the 2000 Edition of the Contract for Sale of Land).

	REQUISITIONS	RESPONSE
1	The Vendor must comply before completion with Clauses 15, 16.1, 16.2, 16.3, 16.5, 16.8, 16.12 and 17.1.	
2	Rates and Taxes must be adjusted in accordance with Clause 14 and the Vendor must comply with Clause 16.6.	
3	The Vendor must before completion comply with any work order in accordance with Clauses 11.1 and 14.8.	
4	If the Vendor is liable for Vendor stamp duty, this must be paid on or before settlement.	
5	Has any claim been made on the Vendor to contribute to the cost of the boundary fences or is the Vendor aware of any such claim being made? If so, the Vendor should satisfy such claim before completion and produce the receipt on or before completion.	
6	Is the Vendor aware of:- (a) any unregistered easements such as a right of way which affect the property? If so, please give full details. (b) the breach of any covenant noted on the title? If so, such breach must be remedied before completion.	
7	Has the Vendor received any notification from the Roads and Traffic Authority or local Council that the land or part of it is to be realigned, widened, altered or resumed? If so, please give full details.	
8	Is there any outstanding notification, claim or requirement of: (a) a statutory or local authority, or (b) an adjoining owner which affects the property or any part of it? Any such notice, claim or requirement issued before contracts were exchanged must be complied with by the Vendor before completion.	
9	Is there any permissive occupancy of any part of the property or is any one in adverse possession? If so, the Purchaser relies on Clauses 16.3 and 17.1.	
10	Has any party (including corporation) acquired any rights in the property by prescription? The Purchaser relies on Clauses 16.3 and 17.1.	
11	If the sale of the property is subject to an existing tenancy:- (a) (if not already supplied) the Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid. (b) has there been any breach of the lease in which case such breach must be remedied before completion. (c) rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2 (d) the lease (stamped and, if necessary, registered) should be handed over to the Purchaser on completion.	

	REQUISITIONS	RESPONSE
	(e) if applicable, the Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion. (f) The Vendor must comply with Clauses 24.3 2, 24.4.1, 24.4.2 and 24.4.3 on or before completion.	
12.	Have the provisions of the Local Government Act 1919, or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to buildings, subdivisions, alterations and additions been complied with in relation to the subject land and improvements? Any non-compliance must be advised before settlement.	
13.	Is the Vendor liable under any hire-purchase agreement, credit sale agreement or bill of sale in respect of the inclusions? If so, the Vendor must discharge such liability on or before completion.	
14.	If any statutory or local authority has a valid claim to money due by the Vendor in respect of the property, such monetary claim or claims should be settled and discharged by the Vendor before completion.	
15.	The Purchaser reserves his contractual rights to make a claim on the Vendor before completion as provided in Clauses 6, 7, 11.2 and 14.8.	
16.	Has the Vendor or any predecessor in title:- (a) been bankrupt or are there any pending bankruptcy proceedings against the Vendor? (b) entered into any development or other agreement with a statutory or local authority which binds the subject land and which will bind the Purchaser on and from completion? If so, please give details.	
17.	Is there any pending litigation in respect of the property?	
18.	Is the Vendor aware of any rights to, or restrictions on, access to the property? If so, please give full details.	
19.	Is the Vendor aware of any restrictions on the use or development of the land?	
20.	Survey should be satisfactory and certify (or report) that:- (a) the whole of the land sold will be available to the Purchasers on completion and (b) there is no encroachment by or upon the subject land and (c) the improvements sold are erected on the subject land.	
21.	Has the Vendor been served with any order under Section 124 of the Local Government Act 1993 requiring him to demolish, repair or make structural alterations to a building which is erected on the subject land? If such order has not been complied with, the Vendor should do so before completion, and notify the Purchaser of his compliance	
22.	Has the Vendor or his mortgagee:- (a) a survey report? (b) a certificate issued under Section 317A or Section 317AE of the Local Government Act 1913? (c) A building certificate issued under Section 149 of the Environmental Planning and Assessment Act 1979, Section 149D? If so, please obtain and forward a copy and ensure that the originals are handed over on completion.	
23.	Has the Vendor been served with an order issued by the local Council or a consent authority under Section 121B of the Environmental Planning and Assessment Act 1979? If so, please give details.	
24.	Is the land affected by the:- (a) National Parks and Wildlife Act 1974? If so, has the land or any part of it been set aside for conservation purposes? Please give full details. (b) Rural Fires Act 1997? If so, is the land a bushfire hazard or bushfire-prone land? Please give full details (c) Threatened Species Conservation Act 1995? If so, please give full details. (d) Contaminated Land Management Act 1997? If so, please give full details. (e) Local Government Act 1993, Section 124? If so, please give full details (f) Noxious Weeds Act 1993? If so, please give full details (g) Heritage Act 1977? If so, please give full details. (h) Unhealthy Building Land Act 1990? If so, please give full details.	

	REQUISITIONS	RESPONSE
25.	<p>Has the Vendor been served with any notice, order or claim arising under the following statutes:-</p> <p>(a) Family Law Act 1975* (Commonwealth Statute)?</p> <p>(b) Property (Relationships) Act 1984 (NSW Statute)?</p> <p>(c) Family Provision Act 1982 (NSW Statute)?</p> <p>(d) Encroachment of Buildings Act 1922 (NSW Statute)?</p> <p>If so, please advise full details.</p>	
26.	<p>If the property is sold "off-the-plan":-</p> <p>(a) the Vendor must provide the Purchaser on or before completion with:-</p> <p>(i) an Occupation Certificate (or a copy) issued as required by Section 109M(1) of the Environmental Planning and Assessment Act 1979.</p> <p>(ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion.</p> <p>(iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979.</p> <p>(iv) Evidence that a final Fire Safety Certificate has been issued for the building</p> <p>(b) Has the Vendor complied fully with the local Council's Conditions of Development Consent in respect of the Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified</p> <p>(c) The Vendor must comply with Clause 28.2 before completion.</p>	
27.	Is the subject land inclosed land within the meaning of the Inclosed Lands Protection Act 1901?	
28.	<p>If a Swimming Pool is included in the sale:-</p> <p>(a) Was its construction approved by the Local Council? Please furnish a copy of such approval.</p> <p>(b) Have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with?</p> <p>(c) The Vendor should assign in writing to the Purchaser the benefit of any current warranties or guarantees in relation to the contract for the construction of the Swimming Pool. Do any such warranties and guarantees exist?</p> <p>(d) All pool chemicals and equipment should be left behind by the Vendors for the Purchasers' use.</p>	
29.	<p>If the Vendor is a company, are any of its officers aware of:-</p> <p>(a) a resolution having been passed to wind up the company?</p> <p>(b) a summons having been filed to wind up the company?</p> <p>(c) the appointment of a receiver?</p> <p>(d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company?</p> <p>(e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001?</p> <p>(f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?</p>	
30.	Are any of the inclusions specified in the Contract subject to any credit contract, hire-purchase agreement, bill of sale, leasing agreement, lien, charge or otherwise encumbered? If so, the Vendor should satisfy any such liability on or before completion.	
31.	<p>If the Vendor is an executor and/or trustee.-</p> <p>(a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustee's receipt.</p> <p>(b) Alternatively, do you require payment of the amount payable to the Vendors to be made into an Estate bank account?</p> <p>(c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please produce your written authority before settlement.</p> <p>(d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.</p>	
32.	<p>In the case of Old System Title land.-</p> <p>(a) The Deeds and documents listed on Annexure "A" to these Requisitions should be produced for our inspection and found satisfactory prior to completion.</p>	

REQUISITIONS	RESPONSE
(b) The Deeds and documents listed on Annexure "B" to these Requisitions relating solely to the subject property should be produced for inspection and found satisfactory and handed over at settlement. (c) As the Vendors will not retain any estate in the lands dealt with by the Deeds listed on Annexure "C" to these Requisitions after conveyance of the subject property to the Purchasers, they should be permanently deposited in the office of the Land and Property Information (NSW), Sydney, in accordance with Section 53(2)(e) of the Conveyancing Act 1919 and a certified copy of the Lodgment receipt furnished at settlement or, a written undertaking to furnish such certified copy handed over at settlement. (d) In these terms, the Vendor must comply with Clauses 25.2 and 25.7 before completion.	
33. Have any building works been carried out at the property to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide before completion satisfactory evidence that such legislation has been complied with.	
34. If the Transfer (or in the case of Old System Title, the Deed of Conveyance) will be signed under Power of Attorney:- (a) Please produce before completion a copy of the registered Power of Attorney, and (b) Written evidence should be provided at settlement of its non-revocation	
35. Is the subject property situated within an aircraft flight path? If so, on what basis and what curfew applies?	
36. If the Vendor is liable for Vendor stamp duty, this must be paid on or before settlement.	
37. Satisfactory evidence must be produced before completion that any:- (a) improvements erected over the sewer, and/or (b) rainwater downpipes connected to the sewer (c) was authorised or permitted in writing by Sydney Water Corporation or its predecessor.	
38. Is there any encroachment:- (a) onto any adjoining land by any improvements erected on the subject land? (b) by any improvements erected on adjoining land onto the subject land (c) to the Vendor's knowledge? If so, please give details of any such encroachment which should be removed before completion.	
39. Has the Vendor been served with any notice or order relating to fire safety issued under Section 124 of the Local Government Act 1993 which the Vendor has not fully complied with? If so, the Vendor must satisfy the terms of such notice or order before completion.	
40. The Vendor must comply with Clause 4.2	
41. The Vendor should provide at settlement a direction in accordance with Clause 20.5.	
42. (If applicable) The Vendor must comply with Clauses 13.4.2, 13.9 and 13.10 on and before completion.	

**DISCLAIMER**

Although the contents of this form are believed to be correct, sufficient and appropriate at the time of printing, no legal liability is accepted by Australian Law Stationers Pty Ltd, the printer or the draftsman for any error or omission or any other liability that may arise directly or indirectly from the publication and use of this form.

Our Ref: VG:AZ  
Your Ref:

To The Purchaser:

**REPLIES TO REQUISITIONS ON TITLE**

We reply as follows to the enclosed Requisitions on Title:

1. Subject to Contract.
2. Subject to Contract.
3. Subject to Contract.
4. Not applicable.
5. Purchaser is to rely on own enquiries.
6. (a) – (b) Vendor is not aware. Purchaser is to rely on own enquiries.
7. No.
8. (a) – (b) Not as far as the Vendor is aware. Purchaser is to rely on own enquiries.
9. No.
10. Not as far as the Vendor is aware.
11. (a) – (f) If applicable this has been provided in the Contract or in subsequent correspondence.
12. As far as the Vendor is aware.
13. No.
14. Noted.
15. Subject to Contract.
16. (a) – (b) As to the Vendor no, cannot speak for predecessors.
17. Not as far as the Vendor is aware.
18. Other than as disclosed in the Contract no.
19. Other than as disclosed in the Contract no.
20. (a) – (c) Subject to Contract.
21. No.
22. (a) – (c) If so these have been provided.
23. No.
24. (a) – (h) Not as far as the Vendor is aware. Purchaser is to rely on own enquiries.
25. (a) – (d) No. Purchaser must rely on own enquiries.
26. (a) – (c) If applicable, noted subject to Contract.
27. No.
28. (a) – (d) If applicable, refer to Contract. Purchaser is to rely on own enquiries.
29. (a) – (f) if applicable, Vendor advises no.
30. No.
31. (a) – (d) Not applicable.
32. (a) – (d) Not applicable.
33. Not as far as the Vendor is aware.
34. (a) – (b) Noted.
35. Not as far as the Vendor is aware. Purchaser is to rely on own enquiries.
36. Not applicable.
37. (a) – (c) The location of the sewer is disclosed in the Contract and is a matter for the Purchaser to satisfy themselves in relation thereto.

38. (a) – (b) Not as far as the Vendor is aware. Vendor relies on the Contract. Purchaser is to make own enquiries.
39. No.
40. Noted.
41. Noted.
42. Noted.



**LAND  
REGISTRY  
SERVICES**

**Title Search**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/1018189

SEARCH DATE	TIME	EDITION NO	DATE
6/3/2020	3:22 PM	6	28/6/2017

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO. CONTROL OF THE RIGHT TO DEAL IS HELD BY AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED.

LAND

LOT 2 IN DEPOSITED PLAN 1018189  
AT CECIL HILLS  
LOCAL GOVERNMENT AREA LIVERPOOL  
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1018189

FIRST SCHEDULE

CHRISTIAN PAUL DIGIANDOMENICO  
CARMELINA SCARFONE  
AS JOINT TENANTS (T AC459887)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1000746 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1018189 EASEMENT FOR SERVICES 1 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 AM517828 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

**PLAN FORM 1**

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

- 1. EASEMENT FOR SERVICES
- 1 WIDE
- 73380 SERVICES

REGULATED INSTRUMENT COMPANY LIMITED A/CN 000 041  
 145 Victoria Road, Sydney NSW 1511, Australia  
 Tel: 945 5555 Fax: 945 5555  
 Group A Member  
 Group B Member  
 JOHN MAYER ANTISSIA FALCONI MNIS



Authorised Officer  
 Crown Lands Office Approval  
 Approved Officer  
 Land District  
 Paper No.  
 Field Book

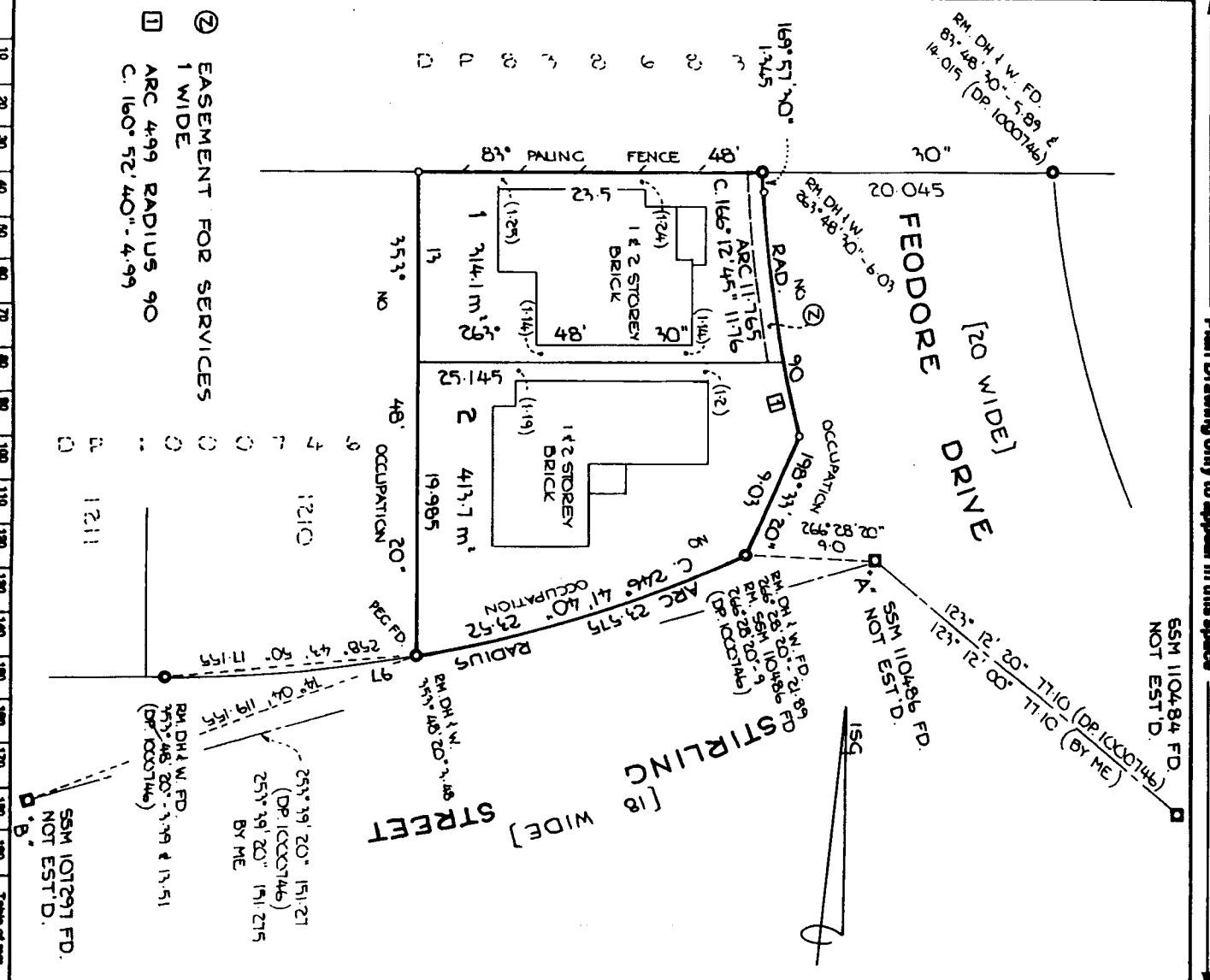
PLAN APPROVED  
 Authorised Officer  
 Approved Officer  
 Land District  
 Paper No.  
 Field Book

Subdivision Certificate  
 I certify that the provisions of s.108U of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed  
 Subdivision  
 (If part, subdivision or new road)  
 Consent Authority: **LIVERPOOL CITY COUNCIL**  
 Date of endorsement: **12-7-2000**  
 Accreditation No.  
 Subdivision Certificate No.: **200**  
 File No.: **4542/00**

Note:  
 When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.  
 Positive whether it is applicable

SURVEYOR'S REFERENCE: 56458 - Checklist - Policy 3

Plan Drawing only to appear in this space



DP1018189

Registered: 3-10-2000

CA: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref Map: US245-8

Last Plan: DP1000746

PLAN OF SUBDIVISION OF  
 LOT 1209 IN  
 DP. 1000746

Lengths are in metres. Reduction Ratio 1:200

LGA: LIVERPOOL

Locality: CECIL HILLS

Parish: CABRAMATTA

County: CUMBERLAND

Plans used in preparation of survey/compilation.  
 DP. 1000746 DP. 838683

Surveyors (Practice) Regulation 1996

L. STEPHEN J. ABBOTT

of L. JEN LACKENBY & PARTNERS

145 Victoria Road, Sydney NSW 1511

Telephone: (02) 945 5555

Fax: (02) 945 5555

The survey number is 1018189

From the date of registration of this plan, any and all persons in possession of the land shall be deemed to have notice of the contents of this plan.

Surveyor registered under the Surveyors Act 1989

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 1 of 1 sheet)

**DP1018189**

Subdivision of Lot 1209 in DP  
1000746 covered by Subdivision  
Certificate No. 204 of 12-7-2000

**PART 1**

Full name and address of the registered  
proprietors of the land:

Onay Constructions Pty Limited  
Unit 5  
41 Seton Street  
Moorebank 2170

1. Identity of easement firstly referred  
to in abovementioned plan:-

Easement for services 1 wide.

Schedule of lots affected etc.

Lot burdened  
1

Lot benefited  
2

**PART 2**

The Common Seal of ONAY CONSTRUCTION  
PTY LIMITED was hereunto affixed by resolution  
of the directors in the presence of:-

Secretary

Director



*[Handwritten signature of Sadettin Onay]*

SOLE DIRECTOR AND SECRETARY  
SADETTIN ONAY

EXECUTED BY ONAY  
CONSTRUCTIONS PTY LTD  
ACN 087 154 523 BY

INSTRUMENT TRUSTEE COMPANY LIMITED ACN 000 071 001  
its Attorneys who state that they have no notice of revocation  
of power of Attorney dated 2nd June 1993, Registered in NSW B...  
No 346 whereby they execute this deed document or instrument

73389

Group A Attorney: *[Signature]*  
Group B Attorney: *[Signature]*  
Signature: JOHN MEYER ANASTASIA KALOGI  
Name:

*[Signature]*  
YASMIN PINA WIN  
23-25 O'CONNELL STREET SYDNEY 2000

LLH-wimword88b56458-5.5.2000

REGISTERED



3-10-2000

ISSUED BY MR DONALD JOSEPH SODI AS DELEGATE OF THE NEW SOUTH WALES LAND AND HOUSING CORPORATION AND IN WITNESS WHEREOF SIGNATURES AND SEALS ONLY

WITNESSED BY: DAVID PAUL TERREY

*[Signature]*

SCHEDULE OF SHORT & CURVED BOUNDARIES

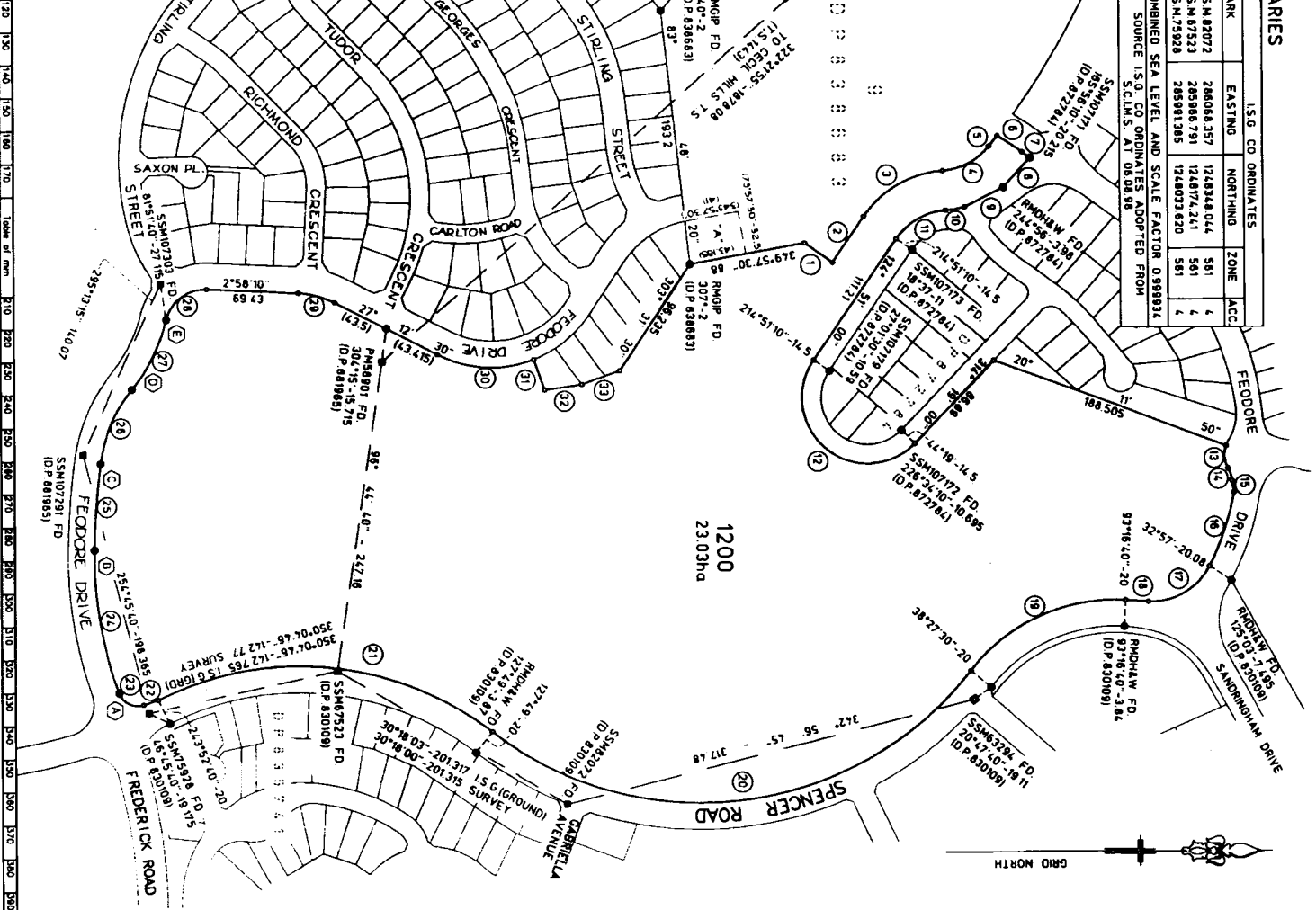
No.	BEARING	CHORD	ARC	RADIUS
1	34°51'10"	23.8		
2	30°45'10"	42.315		
3	330°31'30"	69.32	717	80
4	332°42'20"	39.865	41005	50
5	308°41'40"	10.315		
6	33°28'10"	22.5	22.505	280
7	35°57'00"	7.98		
8	132°27'10"	30.265		
9	150°40'00"	33.235		
10	170°54'30"	14.78	14.785	80
11	150°31'30"	4.3235	44.81	50
12	39°35'00"	99.66	148.82	50
13	85°17'20"	17.27	17.825	20.5
14	77°10'30"	9.825	9.985	26.5
15	81°58'10"	9.04		
16	108°14'10"	58.615	58.83	200
17	150°28'10"	54.18	57.26	50
18	183°16'40"	17.995		
19	155°52'10"	128.895	133.95	140
20	173°08'10"	365.63	405.995	280
21	185°50'50"	254.145	267.825	240
22	162°45'20"	11.82		
23	206°01'10"	20.56	22.655	15
24	260°12'40"	109.915	65.425	590
25	227°18'50"	65.425	65.455	280
26	293°33'40"	60.9	61.705	110
27	296°38'40"	58.585	59.08	130
28	323°16'40"	38.32	41.565	30
29	15°05'20"	29.395	29.615	70
30	3°07'50"	74.435	75.64	90
31	70°09'30"	24.535		
32	351°52'20"	28.605		
33	340°10'20"	30.525		

MARK	EASTING	NORTHING	ZONE	ACC
S.M. 88072	288084.357	124834.044	581	4
S.M. 87523	285968.791	124874.241	581	4
S.M. 75928	285963.385	124803.620	581	4

COMBINED SEA LEVEL AND SCALE FACTOR 0.9989314  
SOURCE I.S.G. CO ORIGINATES ADOPED FROM S.C.H.M.S. AT 08.08.98

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION	ORIGIN
A	357°54'30"	6.205 & 14.74	RHODIAW IN KB FD	D.P. 881965
B	1°08'00"	5.865 & 14.1		D.P. 881965
C	347°10'10"	15.02	SSM107291 FD	D.P. 881965
D	32°45'00"	5.925 & 14.13	RHODIAW IN KB FD	D.P. 881965
E	38°38'00"	3.975 & 18.08		D.P. 881965
F	12°35'20"			D.P. 881965



1200  
23.03ha

DP1000746

Registered: 28/04/1999  
C.A. N° 79 OF 19/4/1999  
This System: TORRENS  
Purpose: SUBDIVISION

Ref. Map: U245-4  
Lat. Plan: DP881965

PLAN OF SUBDIVISION OF LOT 1357  
IN D.P. 881965.

L. & A. L. LIVERPOOL  
SURVEYORS  
CECIL HILLS  
PARRAMATTI  
COUNTY: CUMBERLAND

This is sheet 1 of my plan in 3 sheets  
(Exclude if inapplicable)

Survey Certificate No. 11111  
L. & A. L. LIVERPOOL (SURVEYORS) PTY LTD  
11111 ST. GEORGE'S ROAD, SYDNEY NSW 2155  
I, the undersigned, being a duly qualified and licensed Surveyor, do hereby certify that the survey and plan shown on this plan were made in accordance with the Survey Act 1981 and the Regulations thereunder.

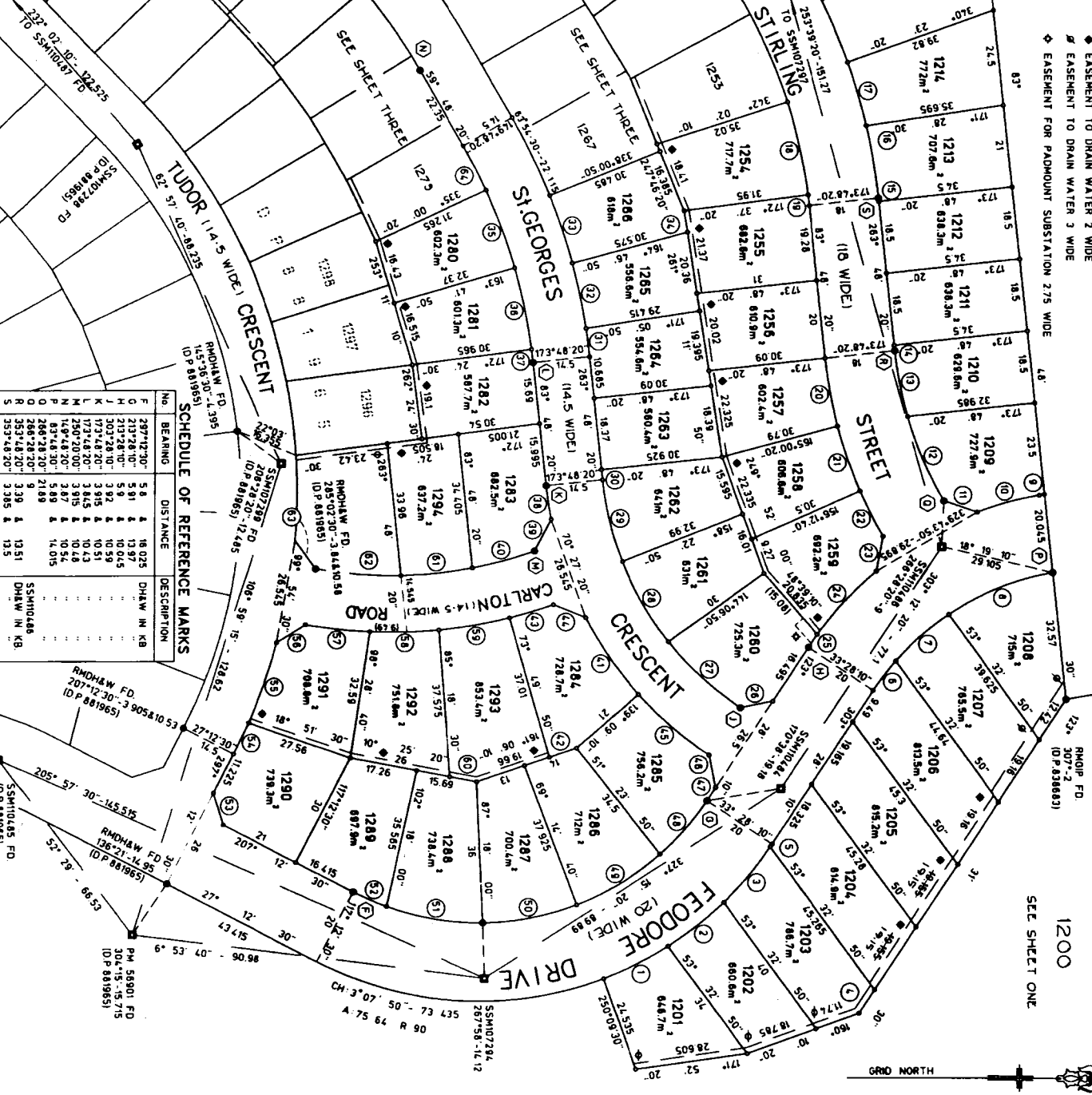
Plan used in preparation of survey:  
DP815887  
DP830883  
DP830883  
DP840504  
DP840504  
DP840509  
DP841985

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1984 AS AMENDED IT IS INTENDED TO CREATE -

- EASEMENT TO DRAIN WATER 12 WIDE
- EASEMENT TO DRAIN WATER 15 WIDE
- EASEMENT TO DRAIN WATER 2 WIDE
- EASEMENT TO DRAIN WATER 3 WIDE
- EASEMENT FOR PADMOUNT SUBSTATION
- RESTRICTIONS ON THE USE OF LAND
- RESTRICTIONS ON THE USE OF LAND
- RESTRICTIONS ON THE USE OF LAND
- RESTRICTIONS ON THE USE OF LAND
- RESTRICTIONS ON THE USE OF LAND
- RESTRICTIONS ON THE USE OF LAND
- RESTRICTIONS ON THE USE OF LAND

**SCHEDULE OF CURVED and SHORT BOUNDARIES**

NO	BEARING	CHORD	ARC	RADIUS
1	333°10'40"	18.73	18.66	90
2	321°33'30"	18.01	18.04	90
3	309°54'30"	18.52	18.55	90
4	123°31'30"	7.85	7.88	90
5	303°44'10"	8.4	8.4	90
6	307°20'40"	9.46	9.47	70
7	318°38'00"	18.06	18.15	70
8	338°00'10"	29	28.21	70
9	169°57'30"	1.34	1.34	90
10	164°37'30"	18.73	18.75	90
11	180°33'20"	9.03	9.03	97
12	248°41'40"	23.52	23.57	97
13	248°43'50"	17.85	17.18	97
14	263°48'20"	1.41	1.41	97
15	263°48'20"	8.7	8.7	150
16	280°13'40"	18.71	18.72	150
17	283°24'20"	16.98	17	150
18	77°20'00"	24.33	24.36	132
19	63°12'50"	2.75	2.75	132
20	79°24'20"	17.64	17.66	115
21	70°38'30"	17.63	17.65	115
22	62°58'20"	13	13.00	115
23	100°54'20"	9.03	9.03	90
24	133°05'40"	22.18	22.35	90
25	124°44'30"	4	4	90
26	168°28'10"	8.48	8.48	25
27	222°52'10"	2.8	2.5	80
28	239°52'30"	23.66	23.74	80
29	286°05'30"	21.47	21.54	80
30	283°48'20"	2.63	2.63	154.5
31	282°27'00"	7.30	7.30	154.5
32	257°56'20"	17.03	17.03	154.5
33	251°23'50"	18.25	18.25	154.5
34	61°11'50"	5.57	5.57	140
35	69°21'00"	21.25	21.25	140
36	78°03'10"	21.25	21.25	140
37	83°06'20"	3.45	3.45	140
38	61°10'00"	8.95	8.7	94.5
39	117°28'40"	9.14	9.14	110
40	184°39'00"	18.54	18.55	110
41	55°07'00"	23.80	23.85	94.5
42	161°06'10"	7.34	7.34	124.5
43	343°02'40"	11.75	11.75	124.5
44	21°35'30"	8.84	8.84	94.5
45	40°38'30"	23.66	23.72	94.5
46	78°28'10"	8.48	8.48	70
47	123°28'10"	3.88	3.88	70
48	130°32'20"	18.04	18.09	70
49	168°55'40"	2.5	2.5	70
50	168°55'40"	24.5	24.82	70
51	189°18'30"	25.03	25.85	70
52	203°24'30"	9.28	9.28	70
53	282°12'30"	8.48	8.48	145
54	285°28'30"	8.78	8.78	145
55	289°27'00"	21.69	21.75	145
56	327°40'10"	8.68	8.68	124.5
57	6°11'50"	16.42	16.42	124.5
58	358°20'20"	17.7	17.75	124.5
59	350°00'20"	18.48	18.5	124.5
60	180°35'20"	6.95	6.95	110
61	173°47'10"	18.5	18.52	110
62	184°17'40"	21.79	21.83	110
63	237°50'40"	8.95	8.95	140
64	62°24'20"	12.75	12.71	140



- ◆ EASEMENT TO DRAIN WATER 12 WIDE (DP 881985)
- ◆ EASEMENT TO DRAIN WATER 15 WIDE
- ◆ EASEMENT TO DRAIN WATER 2 WIDE
- ◆ EASEMENT TO DRAIN WATER 3 WIDE
- ◆ EASEMENT FOR POUND SUBSTATION 275 WIDE

**SCHEDULE OF REFERENCE MARKS**

NO	BEARING	DISTANCE	DESCRIPTION
F	287°12'30"	5.8	DRAWN IN KB
G	212°28'10"	5.91	DRAWN IN KB
H	201°28'10"	9.82	DRAWN IN KB
I	173°48'30"	10.04	DRAWN IN KB
J	173°48'30"	3.81	DRAWN IN KB
K	173°48'30"	10.51	DRAWN IN KB
L	173°48'30"	3.64	DRAWN IN KB
M	173°48'30"	10.43	DRAWN IN KB
N	173°48'30"	3.81	DRAWN IN KB
O	173°48'30"	10.43	DRAWN IN KB
P	173°48'30"	3.81	DRAWN IN KB
Q	173°48'30"	10.43	DRAWN IN KB
R	173°48'30"	3.81	DRAWN IN KB
S	173°48'30"	10.43	DRAWN IN KB
T	173°48'30"	3.81	DRAWN IN KB
U	173°48'30"	10.43	DRAWN IN KB
V	173°48'30"	3.81	DRAWN IN KB
W	173°48'30"	10.43	DRAWN IN KB
X	173°48'30"	3.81	DRAWN IN KB
Y	173°48'30"	10.43	DRAWN IN KB
Z	173°48'30"	3.81	DRAWN IN KB

Plan Drawing only to appear in this space

DP1000746

Registered  
 This is sheet 2 of 2 pages in 1 volume  
 dated 06 FEBRUARY 1999  
 Surveyor registered under Surveyors Act 1992  
 This is sheet 2 of 2 pages in 1 volume  
 dated 06 FEBRUARY 1999

*B. R. King*  
 Surveyor General

IT IS INTENDED TO DEDICATE KENSINGTON CLOSE, LONDON COURT, ELTHAM PLACE, ST GEORGES CRESCENT, THE EXTENSIONS OF FEODORE DRIVE, CARLTON ROAD, STIRLING STREET AND THE SPILL CORNERS TO THE PUBLIC AS ROAD

IT IS INTENDED TO CREATE LOT 199 AS DRAINAGE RESERVE

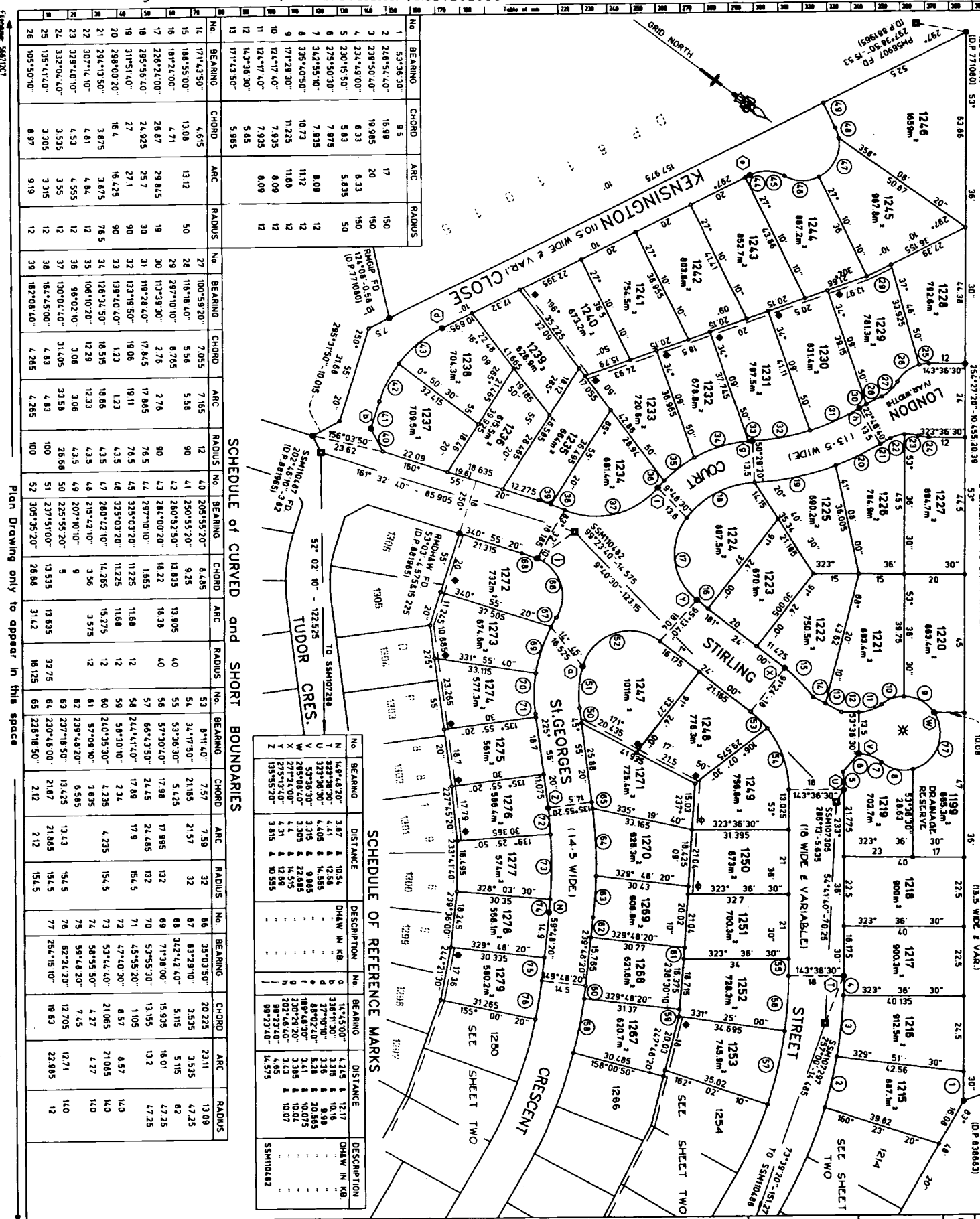
WHERE ANY LOT HEREIN ABUTS A NON TITLED STREAM OR ROAD, THE TITLE EXTENDS ONLY TO THE BOUNDARY OF THE STREAM OR ROAD AND NOT TO THE MIDDLE LINE THEREOF

NORTH EASTERN DISTANCES OF LOTS 1204 & 1205 AMENDED IN LTO AT SURVEYOR'S REQUEST

Reduction Ratio 1:250

SURVEYOR'S REFERENCE

PLAN F-URM 3  
 1:6 ON DATE OF COMPILATION  
 REGISTERED PLAN NO. DP 1000746  
 REGISTERED 19/04/1999  
 This is sheet 3 of 3 sheets  
 dated and registered. 19/04/1999  
 Survey registered under Surveyor's Act 1988  
 This is sheet 3 of 3 sheets of 3 sheets  
 dated and registered by 19/04/1999  
 DP1000746  
 19/04/1999  
 Registered  
 This is sheet 3 of 3 sheets  
 dated and registered. 19/04/1999



No.	BEARING	CHORD	ARC	RADIUS
1	53°36'30"	8.5	17	150
2	246°54'40"	18.985	17	150
3	239°50'40"	19.985	17	150
4	231°49'00"	6.33	8.33	150
5	230°15'50"	5.83	5.835	50
6	275°50'30"	7.875	7.875	12
7	342°55'10"	10.73	11.2	12
8	335°40'50"	11.225	11.8	12
9	171°29'30"	7.935	8.09	12
10	124°17'40"	7.935	8.09	12
11	124°17'40"	5.85	8.09	12
12	143°36'30"	5.85	8.09	12
13	171°43'30"	5.85	8.09	12

No.	BEARING	CHORD	ARC	RADIUS
27	100°59'20"	7.055	7.165	12
28	108°18'40"	5.58	5.58	90
29	297°10'10"	8.765	7.76	90
30	113°39'30"	2.76	2.76	4.2
31	119°28'40"	17.845	17.845	76.5
32	133°18'50"	19.06	19.11	76.5
33	139°40'40"	1.33	1.33	4.35
34	126°32'50"	18.515	18.66	4.35
35	106°10'20"	3.06	3.06	4.35
36	96°02'10"	3.56	3.56	4.35
37	130°04'40"	3.105	3.105	26.68
38	162°45'00"	4.83	4.83	100
39	182°08'40"	4.265	4.265	100

No.	BEARING	CHORD	ARC	RADIUS
40	250°55'20"	8.455	8.455	53
41	260°52'50"	13.805	13.905	54
42	260°52'50"	18.22	18.38	55
43	260°52'50"	18.22	18.38	56
44	260°52'50"	16.65	16.65	57
45	325°03'20"	11.225	11.68	58
46	325°03'20"	11.225	11.68	59
47	200°42'10"	14.285	15.275	60
48	215°42'10"	3.56	3.56	61
49	207°10'10"	5	5	62
50	225°55'20"	13.425	13.425	63
51	237°51'00"	19.535	19.835	64
52	305°35'20"	28.88	31.42	65

No.	BEARING	CHORD	ARC	RADIUS
66	35°03'50"	20.225	23.11	13.09
67	63°29'10"	3.535	3.535	47.25
68	342°42'40"	5.115	5.115	62
69	71°38'00"	15.935	16.01	47.25
70	53°55'30"	13.155	13.2	14.725
71	45°55'20"	1.05	8.57	14.0
72	47°40'30"	6.57	21.085	14.0
73	53°44'40"	2.1085	4.27	14.0
74	58°55'50"	4.27	4.27	14.0
75	58°48'20"	7.45	12.71	14.0
76	82°24'20"	12.705	12.71	14.0
77	254°15'10"	18.63	22.885	12

No.	BEARING	CHORD	ARC	RADIUS
78	14°45'00"	4.245	4.245	12.17
79	27°11'30"	3.315	3.315	10.16
80	27°11'30"	3.315	3.315	10.16
81	88°02'40"	5.28	20.835	10.16
82	180°28'20"	3.315	3.315	10.16
83	202°46'40"	3.43	10.07	10.16
84	88°23'40"	4.65	14.575	10.16
85	88°23'40"	4.65	14.575	10.16

No.	BEARING	CHORD	ARC	RADIUS
86	14°45'00"	4.245	4.245	12.17
87	27°11'30"	3.315	3.315	10.16
88	27°11'30"	3.315	3.315	10.16
89	88°02'40"	5.28	20.835	10.16
90	180°28'20"	3.315	3.315	10.16
91	202°46'40"	3.43	10.07	10.16
92	88°23'40"	4.65	14.575	10.16
93	88°23'40"	4.65	14.575	10.16

No.	BEARING	CHORD	ARC	RADIUS
94	14°45'00"	4.245	4.245	12.17
95	27°11'30"	3.315	3.315	10.16
96	27°11'30"	3.315	3.315	10.16
97	88°02'40"	5.28	20.835	10.16
98	180°28'20"	3.315	3.315	10.16
99	202°46'40"	3.43	10.07	10.16
100	88°23'40"	4.65	14.575	10.16
101	88°23'40"	4.65	14.575	10.16

No.	BEARING	CHORD	ARC	RADIUS
102	14°45'00"	4.245	4.245	12.17
103	27°11'30"	3.315	3.315	10.16
104	27°11'30"	3.315	3.315	10.16
105	88°02'40"	5.28	20.835	10.16
106	180°28'20"	3.315	3.315	10.16
107	202°46'40"	3.43	10.07	10.16
108	88°23'40"	4.65	14.575	10.16
109	88°23'40"	4.65	14.575	10.16

No.	BEARING	CHORD	ARC	RADIUS
110	14°45'00"	4.245	4.245	12.17
111	27°11'30"	3.315	3.315	10.16
112	27°11'30"	3.315	3.315	10.16
113	88°02'40"	5.28	20.835	10.16
114	180°28'20"	3.315	3.315	10.16
115	202°46'40"	3.43	10.07	10.16
116	88°23'40"	4.65	14.575	10.16
117	88°23'40"	4.65	14.575	10.16

No.	BEARING	CHORD	ARC	RADIUS
118	14°45'00"	4.245	4.245	12.17
119	27°11'30"	3.315	3.315	10.16
120	27°11'30"	3.315	3.315	10.16
121	88°02'40"	5.28	20.835	10.16
122	180°28'20"	3.315	3.315	10.16
123	202°46'40"	3.43	10.07	10.16
124	88°23'40"	4.65	14.575	10.16
125	88°23'40"	4.65	14.575	10.16

No.	BEARING	CHORD	ARC	RADIUS
126	14°45'00"	4.245	4.245	12.17
127	27°11'30"	3.315	3.315	10.16
128	27°11'30"	3.315	3.315	10.16
129	88°02'40"	5.28	20.835	10.16
130	180°28'20"	3.315	3.315	10.16
131	202°46'40"	3.43	10.07	10.16
132	88°23'40"	4.65	14.575	10.16
133	88°23'40"	4.65	14.575	10.16

No.	BEARING	CHORD	ARC	RADIUS
134	14°45'00"	4.245	4.245	12.17
135	27°11'30"	3.315	3.315	10.16
136	27°11'30"	3.315	3.315	10.16
137	88°02'40"	5.28	20.835	10.16
138	180°28'20"	3.315	3.315	10.16
139	202°46'40"	3.43	10.07	10.16
140	88°23'40"	4.65	14.575	10.16
141	88°23'40"	4.65	14.575	10.16

No.	BEARING	CHORD	ARC	RADIUS
142	14°45'00"	4.245	4.245	12.17
143	27°11'30"	3.315	3.315	10.16
144	27°11'30"	3.315	3.315	10.16
145	88°02'40"	5.28	20.835	10.16
146	180°28'20"	3.315	3.315	10.16
147	202°46'40"	3.43	10.07	10.16
148	88°23'40"	4.65	14.575	10.16
149	88°23'40"	4.65	14.575	10.16

No.	BEARING	CHORD	ARC	RADIUS
150	14°45'00"	4.245	4.245	12.17
151	27°11'30"	3.315	3.315	10.16
152	27°11'30"	3.315	3.315	10.16
153	88°02'40"	5.28	20.835	10.16
154	180°28'20"	3.315	3.315	10.16
155	202°46'40"	3.43	10.07	10.16
156	88°23'40"	4.65	14.575	10.16
157	88°23'40"	4.65	14.575	10.16

No.	BEARING	CHORD	ARC	RADIUS
158	14°45'00"	4.245	4.245	12.17
159	27°11'30"	3.315	3.315	10.16
160	27°11'30"	3.315	3.315	10.16
161	88°02'40"	5.28	20.835	10.16
162	180°28'20"	3.315	3.315	10.16
163	202°46'40"	3.43	10.07	10.16
164	88°23'40"	4.65	14.575	10.16
165	88°23'40"	4.65	14.575	10.16

No.	BEARING	CHORD	ARC	RADIUS
166	14°45'00"	4.245	4.245	12.17
167	27°11'30"	3.315	3.315	10.16
168	27°11'30"	3.315	3.315	10.16
169	88°02'40"	5.28	20.835	10.16
170	180°28'20"	3.315	3.315	10.16
171	202°46'40"	3.43	10.07	10.16
172	88°23'40"	4.65	14.575	10.16
173	88°23'40"	4.65	14.575	10.16

No.	BEARING	CHORD	ARC	RADIUS
174	14°45'00"	4.245	4.245	12.17
175	27°11'30"	3.315	3.315	10.16
176	27°11'30"	3.315	3.315	10.16
177	88°02'40"	5.28	20.835	10.16
178	180°28'20"	3.315	3.315	10.16
179	202°46'40"	3.43	10.07	10.16
180	88°23'40"	4.65	14.575	10.16
181	88°23'40"	4.65	14.575	10.16

No.	BEARING	CHORD	ARC	RADIUS
182	14°45'00"	4.245	4.245	12.17
183	27°11'30"	3.315	3.315	10.16
184	27°11'30"	3.315	3.315	10.16
185	88°02'40"	5.28	20.835	10.16
186	180°28'20"	3.315	3.315	10.16
187	202°46'40"	3.43	10.07	10.16
188	88°23'40"	4.65	14.575	10.16
189	88°23'40"	4.65	14.575	10.16

No.	BEARING	CHORD	ARC	RADIUS
190	14°45'00"	4.245	4.245	12.17
191	27°11'30"	3.315	3.315	10.16
192	27°11'30"	3.315	3.315	10.16
193	88°02'40"	5.28	20.835	10.16
194	180°28'20"	3.315	3.315	10.16
195	202°46'40"	3.43	10.07	10.16
196	88°23'40"	4.65	14.575	10.16
197	88°23'40"	4.65	14.575	10.16

No.	BEARING	CHORD	ARC	RADIUS
198	14°45'00"	4.245	4.245	12.17
199	27°11'30"	3.315	3.315	10.16
200	27°11'30"	3.315	3.315	10.16
201	88°02'40"	5.28	20.835	10.16
202	180°28'20"	3.315	3.315	10.16
203	202°46'40"	3.43	10.07	10.16
204	88°23'40"	4.65	14.575	10.16
205	88°23'40"	4.65	14.575	10.16

No.	BEARING	CHORD	ARC	RADIUS
-----	---------	-------	-----	--------

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

(LENGTHS ARE IN METRES)

**PLAN**

Plan of subdivision of Lot 1357 in D.P.881965

**FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND**

New South Wales Land  
& Housing Corporation  
1 Fitzwilliam Street  
PARRAMATTA NSW 2150

**DP1000746**

**PART 1**

1. **IDENTITY OF EASEMENT  
FIRSTLY REFERRED TO  
IN ABOVEMENTIONED PLAN** Easement to Drain Water 1.2 wide.

**SCHEDULE OF LOTS ETC, AFFECTED**

<b>Lots burdened</b>	<b>Lots, name of road or Authority benefited</b>
Lot 1259	Lots 1252 to 1258 incl.
Lot 1258	Lots 1252 to 1257 incl.
Lot 1257	Lots 1252 to 1256 incl.
Lot 1256	Lots 1252 to 1255 incl.
Lot 1255	Lots 1252 to 1254 incl.
Lot 1254	Lots 1252 & 1253
Lot 1253	Lot 1252
Lot 1294	Lots 1278 to 1282 incl.
Lot 1282	Lots 1278 to 1281 incl.
Lot 1281	Lots 1278 to 1280 incl.
Lot 1280	Lots 1278 & 1279
Lot 1279	Lot 1278
Lot 1291	Lots 1292, 1293 & 1284
Lot 1292	Lots 1293 & 1284
Lot 1293	Lot 1284
Lot 1272	Lots 1273 to 1277 incl.
Lot 1273	Lots 1274 to 1277 incl.
Lot 1274	Lots 1275 to 1277 incl.
Lot 1275	Lots 1276 & 1277
Lot 1276	Lot 1277
Lot 1247	Lots 1248 to 1251 incl.
Lot 1248	Lots 1249 to 1251 incl.
Lot 1240	Lots 1228 to 1233 incl.
Lot 1233	Lots 1228 to 1232 incl.



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

(LENGTHS ARE IN METRES)

**PLAN DP1000746**

Plan of subdivision of Lot 1357 in D.P.881965

**FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND**

New South Wales Land  
& Housing Corporation  
1 Fitzwilliam Street  
PARRAMATTA NSW 2150

**PART 1 (CONT.)**

Lot 1232	Lots 1228 to 1231 incl.
Lot 1231	Lots 1228 to 1230 incl.
Lot 1230	Lots 1228 & 1229
Lot 1229	Lot 1228.

2. **IDENTITY OF EASEMENT  
SECONDLY REFERRED TO  
IN ABOVEMENTIONED PLAN** Easement to Drain Water 1.5 wide.

**SCHEDULE OF LOTS ETC, AFFECTED**

Lots burdened	Lots, name of road or Authority benefited
Lot 1201	Lots 1202 to 1208 incl. & area designated "A" in Lot 9 D.P.838683
Lot 1202	Lot 1203 to 1208 incl. & area designated "A" in Lot 9 D.P.838683
Lot 1203	Lot 1204 to 1208 and area designated "A" in Lot 9 D.P.838683
Lot 1249	Lot 1250 & Lot 1251
Lot 1250	Lot 1251.



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

(LENGTHS ARE IN METRES)

**PLAN** DP1000746

Plan of subdivision of Lot 1357 in D.P.881965

**FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND**

New South Wales Land  
& Housing Corporation  
1 Fitzwilliam Street  
PARRAMATTA NSW 2150

**PART 1 (CONT.)**

3. **IDENTITY OF EASEMENT  
THIRDLY REFERRED TO  
IN ABOVEMENTIONED PLAN** Easement to Drain Water 2 wide.

**SCHEDULE OF LOTS ETC, AFFECTED**

Lots burdened	Lots, name of road or Authority benefited
Lot 1204	Lots 1205 to 1208 incl. & area designated "A" in Lot 9 D.P.838683
Lot 1205	Lots 1206 to 1208 incl. & area designated "A" in Lot 9 D.P.838683
Lot 1206	Lots 1207 & 1208 and area designated "A" in Lot 9 D.P.838683.

4. **IDENTITY OF EASEMENT  
FOURTHLY REFERRED TO  
IN ABOVEMENTIONED PLAN** Easement to Drain water 3 wide.

**SCHEDULE OF LOTS ETC, AFFECTED**

Lots burdened	Lots, name of road or Authority benefited
Lot 1207	Lot 1208 and area designated "A" in Lot 9 D.P.838683
Lot 1208	Area designated "A" in Lot 9 D.P.838683

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

(LENGTHS ARE IN METRES)

**PLAN** DP 1000746

Plan of subdivision of Lot 1357 in D.P.881965

**FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND**

New South Wales Land  
& Housing Corporation  
1 Fitzwilliam Street  
PARRAMATTA NSW 2150

**PART 1 (CONT.)**

5. **IDENTITY OF EASEMENT  
FIFTHLY REFERRED TO IN  
ABOVEMENTIONED PLAN**

Easement for Padmount Substation  
2.75 wide.

**SCHEDULE OF LOTS ETC, AFFECTED**

Lots burdened

Lots, name of road or Authority  
benefited

Lot 1260

Integral Energy Australia.

6. **IDENTITY OF EASEMENT  
OR RESTRICTIONS SIXTHLY  
REFERRED TO IN  
ABOVEMENTIONED PLAN**

Restrictions on the use of land.

**SCHEDULE OF LOTS ETC, AFFECTED**

Lots burdened

Lots, name of road or Authority  
benefited

Each lot except Lots 1199 & 1200

Liverpool City Council.



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

(LENGTHS ARE IN METRES)

**PLAN** DP1000746

Plan of subdivision of Lot 1357 in D.P.881965

**FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND**

New South Wales Land  
& Housing Corporation  
1 Fitzwilliam Street  
PARRAMATTA NSW 2150

**PART 1 (CONT.)**

7. **IDENTITY OF EASEMENT  
OR RESTRICTIONS  
SEVENTHLY REFERRED TO  
IN ABOVEMENTIONED PLAN** Restrictions on the use of land.

**SCHEDULE OF LOTS ETC, AFFECTED**

Lots burdened	Lots, name of road or Authority benefited
Each lot except Lots 1199 & 1200	Liverpool City Council.

8. **IDENTITY OF EASEMENT  
OR RESTRICTIONS  
EIGHTHLY REFERRED TO  
IN ABOVEMENTIONED PLAN** Restrictions on the use of land.

**SCHEDULE OF LOTS ETC, AFFECTED**

Lots burdened	Lots, name of road or Authority benefited
Each lot except Lots 1199 & 1200	Liverpool City Council.



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

(LENGTHS ARE IN METRES)

**PLAN** DP1000746

Plan of subdivision of Lot 1357 in D.P.881965

**FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND**

New South Wales Land  
& Housing Corporation  
1 Fitzwilliam Street  
PARRAMATTA NSW 2150

**PART 1 (CONT.)**

9. **IDENTITY OF EASEMENT  
OR RESTRICTIONS  
NINTHLY REFERRED TO  
IN ABOVEMENTIONED PLAN** Restrictions on the use of land.

**SCHEDULE OF LOTS ETC, AFFECTED**

Lots burdened	Lots, name of road or Authority benefited
Each lot except Lots 1199 & 1200	Every other lot except Lots 1199 & 1200.

10. **IDENTITY OF EASEMENT  
OR RESTRICTIONS  
TENTHLY REFERRED TO  
IN ABOVEMENTIONED PLAN** Restrictions on the use of land.

**SCHEDULE OF LOTS ETC, AFFECTED**

Lots burdened	Lots, name of road or Authority benefited
Each lot except Lots 1199 & 1200	Liverpool City Council.



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

(LENGTHS ARE IN METRES)

**PLAN DP1000746**

Plan of subdivision of Lot 1357 in D.P.881965

**FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND**

New South Wales Land  
& Housing Corporation  
1 Fitzwilliam Street  
PARRAMATTA NSW 2150

**PART 1 (CONT.)**

11. **IDENTITY OF EASEMENT  
OR RESTRICTIONS  
ELEVENTHLY REFERRED TO  
IN ABOVEMENTIONED PLAN** Restrictions on the use of land.

**SCHEDULE OF LOTS ETC, AFFECTED**

Lots burdened	Lots, name of road or Authority Benefited
Lots 1201 to 1208 incl. Lots 1217 to 1219 incl. Lots 1224 to 1227 incl. Lots 1229 to 1239 incl. Lots 1272 & 1273.	Liverpool City Council.

12. **IDENTITY OF EASEMENT  
OR RESTRICTIONS  
TWELFTHLY REFERRED TO  
IN ABOVEMENTIONED PLAN** Restrictions on the use of land.

**SCHEDULE OF LOTS ETC, AFFECTED**

Lots burdened	Lots, name of road or Authority benefited.
Lots 1201 to 1208 incl.	Liverpool City Council.



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

(LENGTHS ARE IN METRES)

**PLAN** DP1000746

Plan of subdivision of Lot 1357 in D.P.881965

**FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND**

New South Wales Land  
& Housing Corporation  
1 Fitzwilliam Street  
PARRAMATTA NSW 2150

**PART 2**

**TERMS OF EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE FIFTHLY REFERRED TO IN ABOVEMENTIONED PLAN**

An Easement for padmount substation in the terms set out in Memorandum 3021852 filed in the Land Titles Office on behalf of Integral Energy Australia.

**TERMS OF RESTRICTIONS ON THE USE OF LAND SIXTHLY REFERRED TO IN ABOVEMENTIONED PLAN**

Any dwelling house to be erected on any lot hereby burdened must meet Australian Standard 2021-1977 (Code of Practice for Building Siting and Construction Against Noise Intrusion) regarding interior noise levels.

**TERMS OF RESTRICTION ON THE USE OF LAND SEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN**

No building or structure adopting slab on ground construction shall be erected on the land hereby burdened where Liverpool City Council's Cut and Fill Policy cannot be complied with.

**TERMS OF RESTRICTION ON THE USE OF LAND EIGHTHLY REFERRED TO IN ABOVEMENTIONED PLAN**

Any building to be erected including chimneys, vents, TV antennas, radio masts, flag poles, construction cranes or other structure on any lot burdened shall not exceed a height of 12.2 metros above the existing natural ground level immediately below such part of any building or structure and such building has been approved by the Council of the City of Liverpool.



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

(LENGTHS ARE IN METRES)

**PLAN** DP1000746

Plan of subdivision of Lot 1357 in D.P.881965

**FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND**

New South Wales Land  
& Housing Corporation  
1 Fitzwilliam Street  
PARRAMATTA NSW 2150

**PART 2 (CONT.)**

**TERMS OF RESTRICTIONS ON THE USE OF LAND NINTHLY REFERRED TO IN  
ABOVENTIONED PLAN**

- (a) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation or its successors without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining land by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.
- (b) No advertisement hoarding sign or matter shall be erected or displayed on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

**TERMS OF RESTRICTIONS ON THE USE OF LAND TENTHLY REFERRED TO IN  
ABOVENTIONED PLAN**

No Driveway or vehicular access will be constructed on the lot burdened unless the gradient thereof is in accordance with the requirements set down under Australian Standard AS2890 and Section 2.11 of Liverpool Development Control Plan No. 4.

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

(LENGTHS ARE IN METRES)

**PLAN** DP1000746

Plan of subdivision of Lot 1357 in D.P.881965

**FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND**

New South Wales Land  
& Housing Corporation  
1 Fitzwilliam Street  
PARRAMATTA NSW 2150

**PART 2 (CONT.)**

**TERMS OF RESTRICTION ON THE USE OF LAND ELEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN**

No building shall be erected on any lot burdened unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed in accordance with the Australian Standard AS2870 "Residential Slabs and Footings" and such design has been certified by a practising qualified Engineer to the requirements of Liverpool City Council.

**TERMS OF RESTRICTION ON THE USE OF LAND TWELFTHLY REFERRED TO IN ABOVEMENTIONED PLAN**

- (a) The fencing for the time being erected along the common boundary between the lot hereby burdened and Lot 1200 shall not be removed, damaged, destroyed or permitted to fall into disrepair and
- (b) No fencing other than the type approved by the Council of the City of Liverpool prior to the release of the plan of subdivision creating this restriction shall be erected along the common boundary between the lot hereby burdened and Lot 1200.

**NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE VARY OR MODIFY TERMS OF EASEMENT FIFTHLY REFERRED TO IN ABOVEMENTIONED PLAN**

Integral Energy Australia.

**NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE VARY OR MODIFY TERMS OF EASEMENTS AND RESTRICTIONS FIRSTLY, SECONDLY, THIRDLY, FOURTHLY, SIXTHLY, SEVENTHLY, EIGHTHLY, TENTHLY, ELEVENTHLY AND TWELFTHLY REFERRED TO IN ABOVEMENTIONED PLAN**

Liverpool City Council.

Sheet 10 of 11 Sheets



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

(LENGTHS ARE IN METRES)

**PLAN** DP1000746 Plan of subdivision of Lot 1357 in D.P.881965

**FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND**  
New South Wales Land  
& Housing Corporation  
1 Fitzwilliam Street  
PARRAMATTA NSW 2150

**PART 2 (CONT.)**

**NAME OF PERSONS OR AUTHORITY WHOSE CONSENT IS REQUIRED TO  
RELEASE VARY OR MODIFY TERMS OF RESTRICTIONS NINTHLY REFERRED  
TO IN ABOVEMENTIONED PLAN**


New South Wales Land and Housing Corporation.

Signed by me **DOMINIC JOSEPH SIDOTI** as )  
DELEGATE of the NEW SOUTH WALES )  
LAND AND HOUSING CORPORATION )  
who hereby declares that he has no notice )  
of the revocation of the delegation )  
in the presence of )



  
DAVID PAUL TERREY

.....  
NEW SOUTH WALES LAND  
AND HOUSING CORPORATION  
by its delegate.

  
.....  
~~The General Manager~~/ Authorised Person  
Liverpool City Council



**PLANNING CERTIFICATE UNDER SECTION 10.7  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

**Ref.:** 201056:90113

**Ppty:** 64091

**Cert. No.:** 4409

**Applicant:**

INFOTRACK PTY LIMITED

GPO BOX 4029

SYDNEY NSW 2001

**Receipt No.:** 4534211

**Receipt Amt.:** 53.00

**Date:** 06-Mar-2020

The information in this certificate is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2000. The information has been extracted from Council's records, as they existed at the date listed on the certificate. Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

The information in this certificate is applicable to the land described below.

**Legal Description:** LOT 2 DP 1018189

**Street Address:** 2 STIRLING STREET, CECIL HILLS NSW 2171

*Note: Items marked with an asterisk (\*) may be reliant upon information transmitted to Council by a third party public authority. The accuracy of this information cannot be verified by Council and may be out-of-date. If such information is vital for the proposed land use or development, applicants should instead verify the information with the appropriate authority.*

**Note: Commonly Used Abbreviations:**

**LEP:** Local Environmental Plan

**DCP:** Development Control Plan

**SEPP:** State Environmental Planning Policy

**EPI:** Environmental Planning Instrument

**1. Names of relevant planning instruments and DCPs**

(a) The name of each EPI that applies to the carrying out of development on the land is/are listed below:

LEPs:

**Liverpool LEP 2008**

SEPPs\*:

**SEPP No. 33 – Hazardous and Offensive Development**  
**SEPP No. 50 – Canal Estate Development**  
**SEPP No. 55 – Remediation of Land**  
**SEPP No. 62 – Sustainable Aquaculture**  
**SEPP No. 65 – Design Quality of Residential Flat Development**  
**SEPP (Building Sustainability Index: BASIX) 2004**  
**SEPP No. 70 – Affordable Housing (Revised Schemes)**  
**SEPP (Infrastructure) 2007**  
**SEPP (Mining, Petroleum Production and Extractive Industries) 2007**  
**SEPP (Miscellaneous Consent Provisions) 2007**  
**SEPP (State and Regional Development) 2011**  
**SEPP (Education Establishments and Child Care Facilities) 2017**  
**SEPP (Vegetation in Non-Rural Areas) 2017**  
**SEPP (Housing for Seniors or People with a Disability) 2004**  
**SEPP (Exempt and Complying Development Codes) 2008**  
**SEPP (Affordable Rental Housing) 2009**  
**SEPP No 19 – Bushland in Urban Areas**  
**SEPP No 21 – Caravan Parks**  
**SEPP No 30 – Intensive Agriculture**  
**SEPP Koala Habitat Protection**  
**SEPP No 64 – Advertising and Signage**

Deemed SEPPs\*:

**Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment**

(b) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation).

Draft LEPs:

**N/A**

Draft SEPPs\*:

**Draft SEPP (Competition) 2010**

(c) The name of each DCP that applies to the carrying out of development on the land.

**Liverpool DCP 2008**

**2. Zoning and land use under relevant LEPs and /or SEPPs**

This section contains information required under subclauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000. Subclause 2 of the regulation requires Council to provide information with respect to zoning and land-use in areas zoned by, or proposed to be zoned by, a LEP. Subclause 2A of Schedule 4 of the regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned by, or proposed to be zoned by, the SEPP (Sydney Region Growth Centres) 2006. The land use and zoning information under any EPI applying to the land is given below.

- (a) Name of zone, and the EPI from which the land zoning information is derived.

**R2 Low Density Residential - Liverpool LEP 2008**

- (b) The purposes for which development may be carried out within the zone without the need for development consent

**Home-based child care; Home occupations**

- (c) The purposes for which development may not be carried out within the zone except with development consent

**Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings**

- (d) The purposes for which the instrument provides that development is prohibited within the zone

**Any development not specified in item (b) or (c)**

- (e) If a dwelling house is a permitted use, are there any principal development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house?

**No**

- (f) Does the land include or comprise critical habitat?

No

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

No

(h) Is there an item of environmental heritage (however described) situated on the land

No

### 3. Complying development

The information below outlines whether complying development is permitted on the land as per the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 SEPP of the (Exempt and Complying Development Codes) 2008.

The first column identifies the code(s). The second column describes the extent of the land in which exempt and complying development is permitted for the code(s) given to the immediate left. The third column indicates the reason as to why exempt and complying development is prohibited on some or all of the land, and will be blank if such development is permitted on all of the land.

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
Housing Code, Rural Housing Code and Greenfield Housing Code	All	
Commercial and Industrial (New Buildings and Additions) Code	All	
General Development Code, Container Recycling Facilities Code, Fire Safety Code, Housing Alterations Code, Commercial and Industrial Alterations Code, Subdivisions Code, and Demolition Code	All	

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

Nil

#### **4. Coastal protection\***

Has the Department of Finance, Services and Innovation notified Council of the land being affected by 38 or 39 of the Coastal Protection Act, 1979?

No

#### **4A. Certain information relating to beaches and coasts\***

(a) Has an order has been made under Part 4D of the Coastal Protection Act 1979 on the land (or on public land adjacent to that land)?

No

(b) Has Council been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works have been placed on the land (or on public land adjacent to that land), and if works have been so placed, is council is satisfied that the works have been removed and the land restored in accordance with that Act?

Not applicable

#### **4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works\***

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

No

#### **5. Mine subsidence\***

Is the land a proclaimed to mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

No

**6. Road widening and road realignment**

Is the land affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993?\*

**No**

(b) An EPI?

**No**

(c) A resolution of the council?

**No**

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

The following table lists hazard/risk policies that have been adopted by Council (or prepared by another public authority and subsequently adopted by Council). The right-most column indicates whether the land is subject to those policies.

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Landslip hazard	Nil	No
Bushfire hazard	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	No
	Edmondson Park South DCP 2012	No
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	No
	Pleasure Point Bushfire Management Plan	No
Tidal inundation	Nil	No
Subsidence	Nil	No
Acid Sulphate Soils	Liverpool LEP 2008	No
	Liverpool DCP 2008	No
Potentially Contaminated Land	Liverpool DCP 2008	Yes, see section 10 of Part 1 of the Liverpool DCP 2008
	Liverpool Growth Centre Precincts DCP*	No
Potentially Saline Soils	Liverpool DCP 2008	Yes
	Liverpool Growth Centre Precincts DCP*	No

Note: Land for which a policy applies does not confirm that the land is affected by that hazard/risk. For example, all land for which the Liverpool DCP applies is subject to controls relating to contaminated land, as this policy contains triggers and procedures for identifying potential contamination. Applicants are encouraged to review the relevant policy, and other sections of this certificate, to determine what effect, if any, the policy may have on the land.

### **7A. Flood related development controls information**

(a) For the purpose of residential accommodation (excluding group homes or seniors housing), is the land, or part of the land, within the flood planning area and subject to flood planning controls?

**No**

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

(b) Is development on that land, or part of the land, for any other purpose subject to flood related development controls?

**No**

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

*Note: Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.*

### **8. Land reserved for acquisition**

Does a LEP, draft LEP, SEPP or draft SEPP identify the acquisition of the land, or part of the land, by a public authority, as referred to in section 3.15 of the Act?

**No**

### **9. Contribution Plans**

**Liverpool Contributions Plan 2009**

### **9A. Biodiversity certified land\***

Is the land, or part of the land, biodiversity certified land (within the meaning of Part 8 of the Biodiversity Conservation Act 2016)?

**No**

## 10. Biobanking agreements\*

Is the land subject to a bio-banking agreement under Part 6 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

No

## 10A. Native vegetation clearing set asides

Does the land contain a set aside area under section 60ZC of the Local Land Services Act 2013?

No, Liverpool is excluded from section 60ZC of the Local Land Services Act 2013

## 11. Bushfire prone land

Is the land or part of the land, bushfire prone land as defined by the EP&A Act 1979?

No

## 12. Property vegetation plans\*

Is Council aware of the land being subject to a Property Vegetation Plan under the Native Vegetation Act 2003?

No, Liverpool is excluded from the operation of the Native Vegetation Act 2003

## 13. Orders under Trees (Disputes between Neighbours) Act 2006\*

Does an order, made under the Trees (Disputes Between Neighbours) Act 2006 in relation to carrying out of work in relation to a tree on the land, apply?

No, Council has not been notified of an order

## 14. Directions under Part 3A\*

Is there a direction (made by the Minister) that a provision of an EPI in relation to a development does not have effect?

No

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

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

No, Council has not been notified of an order.

## 16. Site compatibility certificates for infrastructure\*

(a) Is there is a current site compatibility certificate (infrastructure), in respect of proposed development on the land?

No, Council has not been notified of an order

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

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

No, Council has not been notified of an order.

### **18. Paper subdivision information\***

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land? If so the date of the subdivision order that applies to the land.

No

### **19. Site verification certificates\***

Does a current site verification certificate, apply to the land?

No, Council is not aware of a site verification certificate

### **20. Loose-fill asbestos insulation \***

Is a dwelling on the land listed on the register (maintained by the NSW Department of Fair Trading) as containing loose-fill asbestos insulation?

No

Note: despite any listing on the register, any buildings constructed before 1980 may contain loose-fill asbestos insulation or other asbestos products.

### **21. Affected building notices and building product rectification orders\***

Is there any affected building notice (as in Part 4 of the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land?

No

Is there any building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

Is there any notice of intention to make a building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware has been given in respect of the land and is outstanding?

No

## 22. Contaminated land

Is the land:

(a) Significantly contaminated land within the meaning of that Act?

No

(b) Subject to a management order within the meaning of that Act?

No

(c) Subject of an approved voluntary management proposal within the meaning of that Act?

No


(d) Subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Subject of a site audit statement within the meaning of that Act? \*

No

Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997.



Kiersten Fishburn  
Chief Executive Officer  
Liverpool City Council

For further information, please contact  
CALL CENTRE – 1300 36 2170

# SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF LIVERPOOL

SUBURB OF CECIL HILLS

Copy of Diagram no. **3041808**

## SYMBOLS AND ABBREVIATIONS

### INDICATES - DRAINAGE FITTINGS

■	Manhole	⊠ P	P. Trap
□ Chr	Chamber	■ R	Reflex Valve
● LH	Lamp hole	◊	Cleaning Eye
⊗	Boundary Trap	○ Vert	Vertical Pipe
⊙	Inspection Shaft	IP	Induct Pipe
■ Pit	Pit	MF	Mica Flap
⊞ G	Grease Interceptor	Jn	Junction
⊠	Gully	● RP	Rodding Point

### INDICATES - PLUMBING FIXTURES & OR FITTINGS

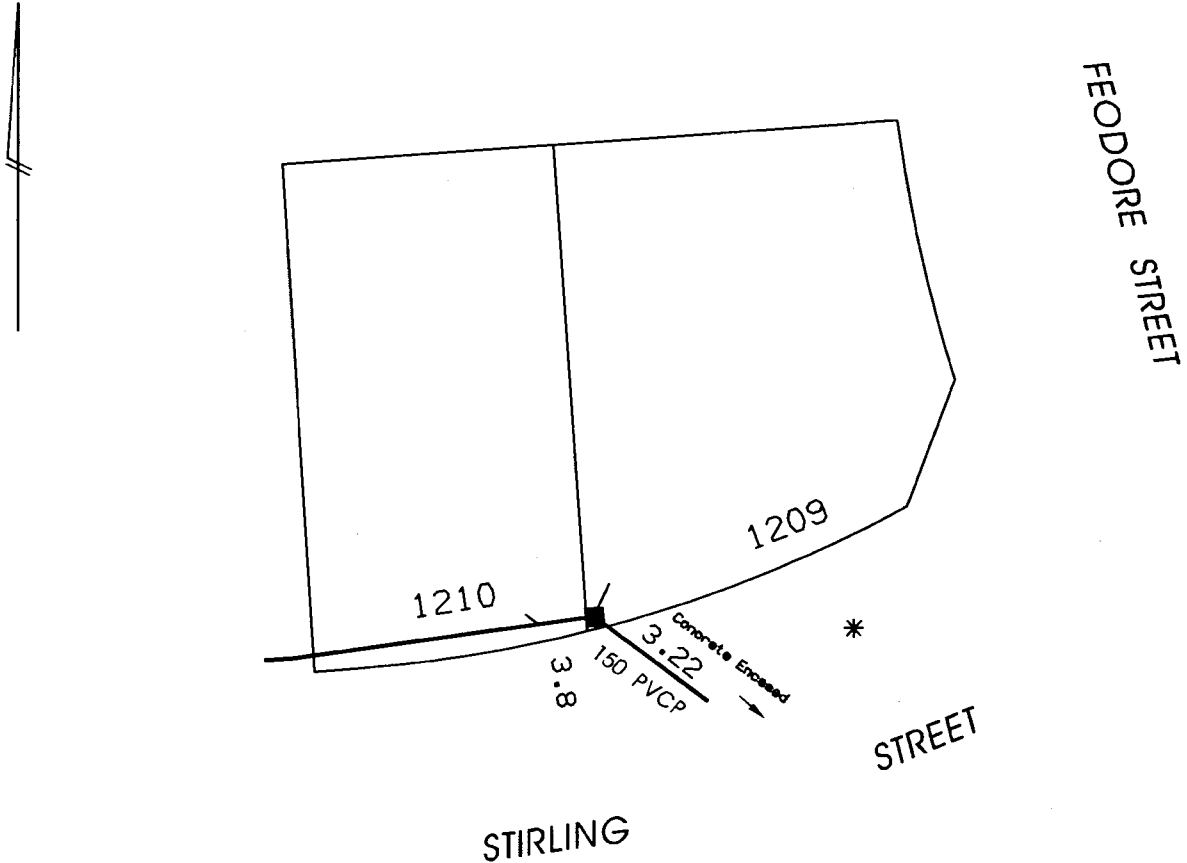
CO	Clean out	⊠ Bid	Bidet
○ V	Vent Pipe	S	Shower
T	Tubs	DW	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink
INDICATES - PLUMBING ON MORE THAN ONE LEVEL			
○ SvP	Soil Vent Pipe	○ WS	Waste Stack



### SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of building may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

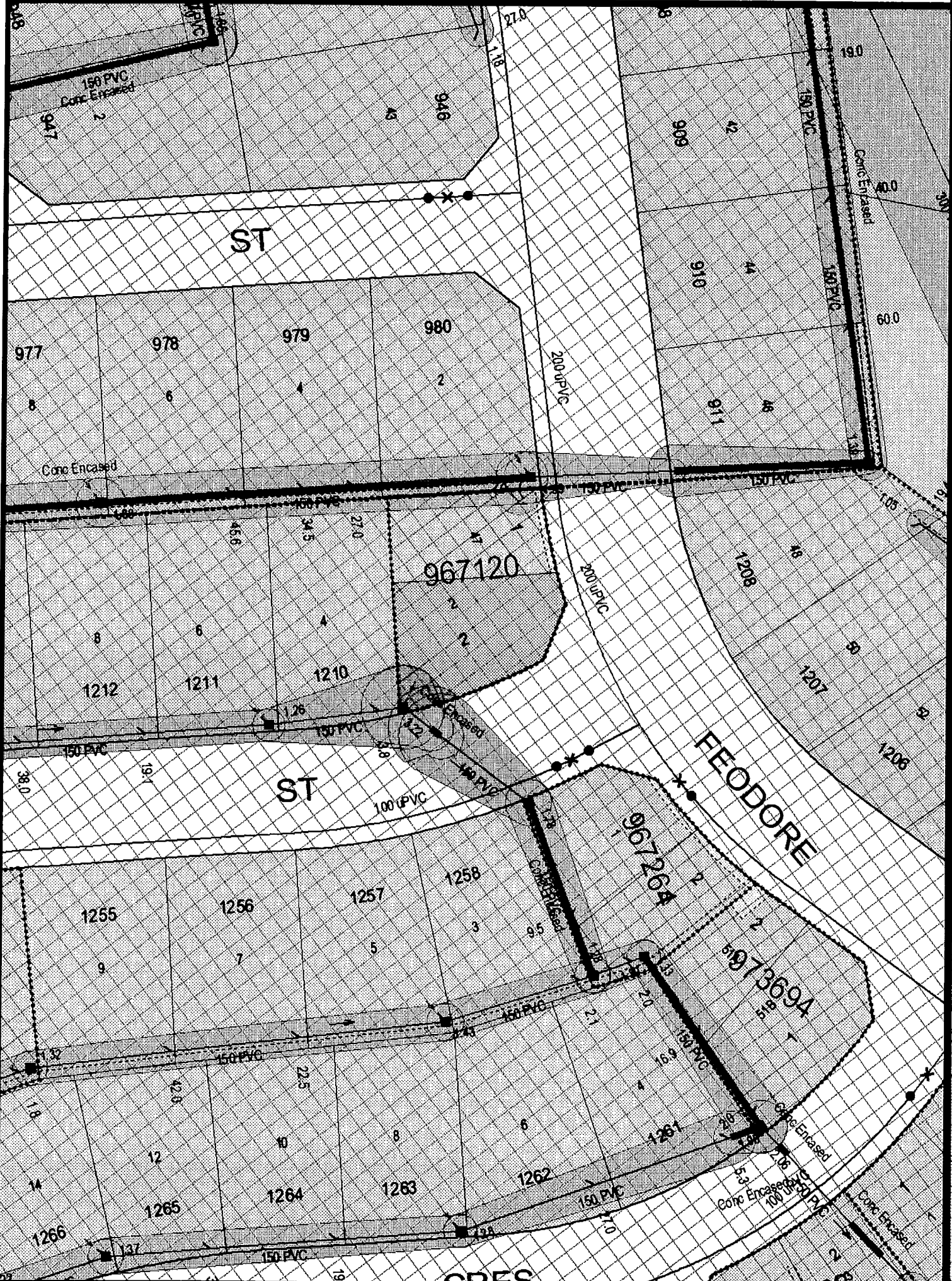
NOTE: This diagram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 8, Clause 3)



Scale: Approx 1:500 Distances, depths in metres Pipe diameters in millimetres

W.S. No. _____  J.S. No. _____  Sewer Ref Sheet No. _____	DRAINAGE Inspected by Inspector: _____	Date of Issue: _____	PLUMBING Inspected Inspector: _____
	Cert. Of Compliance No. _____	Outfall: _____	Cert. Of Compliance No. _____
	Field Diagram Examined by _____	Drainer: _____	_____
	Tracing Checked by _____	Plumber: _____	_____
	Boundary Trap: <b>NOT REQUIRED</b>	For Regional Manager	

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



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



Revenue

Enquiry ID 3230907  
Agent ID 81429403  
Issue Date 09 Mar 2020  
Correspondence ID 1703147478  
Your reference 201056

INFOTRACK PTY LIMITED  
DX Box 578  
SYDNEY

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

This information is based on data held by Revenue NSW.

---

Land ID	Land address	Taxable land value
D1018189/2	2 STIRLING ST CECIL HILLS 2171	\$430 333

There is **land tax** (which may include surcharge land tax) charged on the land up to and including the 2020 tax year.

As the certificate has issued with a charge, the owner of the land will need to arrange for the charge to be removed.

---

Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

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

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

A certificate may be issued as 'clear' if:

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

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

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

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

### How do I clear a certificate?

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

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

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

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

### How do I get an updated certificate?

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

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

### Land value, tax rates and thresholds

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

## Contact details



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



1300 139 816\*



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



[landtax@revenue.nsw.gov.au](mailto:landtax@revenue.nsw.gov.au)

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