

11 Bellerive Close

West Hoxton NSW 2171

Draft Contract

McGrath

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	MCGRATH ESTATE AGENTS LIVERPOOL 265 Macquarie Street Liverpool NSW 2170	Tel: 02 9824 1100 Ref: G Craigie

co-agent vendor **NESTOR CHI-YEUNG CHAN and REBECCA CHAN**

vendor's solicitor	AES LEGAL PTY LTD t/as ALVARO EDWARDS SOLICITORS Suites 3&4, 208-210 Northumberland Street Liverpool NSW 2170 PO Box 108, Liverpool NSW 1871	Ref: FA.5650 Tel: 02 9601.7900
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date for completion **Between 10.30am and 3.30pm on 24 February 2020 (clause 15)**
 land(address, plan details and title reference) **11 Bellerive Close, West Hoxton**
 being Lot 23 in Deposited Plan 1039132

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other:
 attached copies documents in the List of Documents as marked or numbered:
 other documents:

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

inclusions	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> curtains	<input type="checkbox"/> other: chandelier inside front entrance; ducted air-con; upstairs slate pool table		

exclusions

purchaser

purchaser's solicitor Ref:
Tel:
Fax:

price \$

deposit \$ (10% of the price, unless otherwise stated)

balance \$

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

buyer's agent

vendor	GST AMOUNT (optional) The price includes GST of: \$	witness
purchaser <input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares		witness

Choices

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

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

Electronic transaction (clause 30) no YES

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

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

land tax is adjustable NO yes

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 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 or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
16.4 The legal title to the *property* does not pass before completion.
16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
16.7.1 the price less any:
 - deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
16.7.2 any other amount payable by the purchaser under this contract.
16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *deposit holder* to account to the vendor for the deposit.
16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
16.11.1 if a special completion address is stated in this contract - that address; or
16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
17.2 The vendor does not have to give vacant possession if –
17.2.1 this contract says that the sale is subject to existing tenancies; and
17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
18.2 The purchaser must not before completion –
18.2.1 let or part with possession of any of the *property*;
18.2.2 make any change or structural alteration or addition to the *property*; or
18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
18.3 The purchaser must until completion –
18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*,
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- ## 21 Time limits in these provisions
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

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

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a party to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>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.

11 Bellerive Close WEST HOXTON NSW 2171

ADDITIONAL CLAUSES

(2019 contract)

33 Amendments to the printed form of contract

- 33.1 Notwithstanding the heading in clause 1, terms that are defined in this contract are defined terms regardless of whether such terms are printed in italics.
- 33.2 Clause 1, definitions are amended as follows:
- 33.2.1 in the definition of "bank" delete ", a building society or a credit union"; and
- 33.2.2 in the definition of "deposit bond" delete the entire definition there appearing and replace with "a deposit bond or guarantee from an issuer, with an expiry date, and for an amount, all previously approved in writing by the vendor's solicitor".
- 33.3 Clause 2.4 is amended by deleting "to the vendor".
- 33.4 Clause 3.1 is amended by deleting the entire clause and replacing it with: "This clause applies only if the vendor's solicitor has in writing: confirmed that the vendor agrees to accept a deposit-bond in lieu of payment by the purchaser for the deposit (or part of the deposit) which agreement may be subject to terms; and before the making of this contract approved the deposit-bond proposed to be handed by the purchaser to the vendor."
- 33.5 Clause 3.2 is amended by deleting "(or if no solicitor the *depositholder*)".
- 33.6 Clause 3.3 is amended by deleting "14" and "7" and substituting "20 business" and "10 business" respectively.
- 33.7 Clause 3.5 is amended by inserting after the word "terminate" the words "and/or call on the deposit bond".
- 33.8 Clause 3.5.2 is amended by inserting after the words "...in full" the words "in immediately cleared funds".
- 33.9 Clause 3.10.2 is deleted.
- 33.10 Clause 3.11.2 is amended by deleting "serves prior to termination a notice disputing" and substituting "disputes".
- 33.11 Clause 5.1 is amended by deleting the entire clause and replacing it with "If the purchaser makes a requisition, the purchaser may only do so by serving upon the vendor the form of 2011 edition of Residential Property Requisitions on Title endorsed as approved by the Law Society of New South Wales otherwise, the vendor shall not be required to reply to purchaser's requisitions".
- 33.12 Clause 5.2.2 is amended by deleting ""and" and substituting "or 14 days after".
- 33.13 Clause 7.1 is amended by deleting "that are not" and substituting "including".
- 33.14 Clause 7.1.1 is amended by deleting "5% of the price" and substituting "\$1.00".
- 33.15 Clause 7.2 is amended by inserting at the beginning of the clause "Notwithstanding any claim made by the purchaser, a party can require completion of this contract and".

- 33.16 Clause 7.2.1 is amended by deleting "10%" and substituting "1%".
- 33.17 Clauses 7.2.2 and 7.2.5 are deleted.
- 33.18 Clause 8.1.2 is amended by deleting "and those grounds".
- 33.19 Clause 10.1 is amended by inserting after the word "terminate" the words "or delay completion".
- 33.20 Clause 10.1.2 is amended by:
- 33.20.1 deleting "being" and substituting "including"; and
 - 33.20.2 inserting after the word "property" where it secondly appears in the second line, the words "or the common property".
- 33.21 Clause 10.1.8 is amended by deleting "substance" and substituting "existence".
- 33.22 Clause 10.1.9 is amended by deleting "substance" and substituting "existence".
- 33.23 Clause 10.2 is amended by:
- 33.23.1 inserting after the word "terminate" the words "or delay completion"; and
 - 33.23.2 inserting after the word "inclusions" the words ", finishes or improvements".
- 33.24 Clause 10.3 is amended by inserting after the word "terminate" the words "or delay completion,".
- 33.25 Clause 14.4.2 is amended by deleting "• the person who owned the land owned no other land;".
- 33.26 Clause 14.8 is amended by inserting after the word "started" the words "by any competent authority".
- 33.27 Clause 16.6 is amended by inserting after the words "serves" the words "no later than 10 days before the date for completion".
- 33.28 Clause 16.7 is amended by deleting "cash (up to \$2,000.00) or".
- 33.29 Clause 16.8 is amended by deleting all the words in the standard printed form of that clause and replacing them with the words "If the Vendor requires more than 5 settlement cheques that are bank cheques, the Vendor must pay \$6 for each additional bank cheque."
- 33.30 Clause 18.7 is amended by:
- 33.30.1 after the words "...do not" insert "otherwise"; and
 - 33.30.2 deleting the words ".none is payable" and substituting "the daily fee or rent shall be the amount equivalent to 4% of the price divided by 365".
- 33.31 Clause 20.6.5 is amended by inserting immediately after the word "solicitor," the words, providing that solicitor has expressly provided to the serving party an email address or fax number to which proper service can be effected,";
- 33.32 Clause 21.4 is amended by deleting "the month" and substituting "that month".
- 33.33 Clause 23.6.1 is amended by inserting immediately after the word "date" the words "(unless it

relates to work not started by that date)".

- 33.34 Clause 23.8 is amended by inserting after the word "terminate" the words "or delay completion".
- 33.35 Clause 23.13 is amended by deleting the words "at least 7 days".
- 33.36 Clause 23.14 is amended by deleting "7 days" and substituting "1 day".
- 33.37 Clause 23.17.1 is amended by deleting "immediately".
- 33.38 Clause 24.3.2 is deleted.
- 33.39 Clause 24.3.3 is deleted.
- 33.40 Clause 24.4.2 is deleted.
- 33.41 Clause 25.2 is amended by deleting "7" and substituting "14".
- 33.42 Clause 27.3 is amended by deleting "7" and substituting "14".
- 33.43 Clause 31.4 is amended by deleting "7 days" and substituting "1 day".

34. Disability

- 34.1. A party can rescind if the other party dies or becomes mentally ill before completion.
- 34.2. A party can terminate if the other party:
- 34.2.1. being an individual, compounds with his creditors; or
 - 34.2.2. being a company resolves to go into liquidation or have a petition for its winding up presented or enters into any scheme of arrangement with its creditors or has a liquidator, receiver or official manager appointed.

35 Foreign Acquisitions and Takeovers Act 1975

- 35.1 If the purchaser breaches a promise in clause 22.1, in addition to any other rights the vendor has, the purchaser must indemnify and compensate the vendor for any loss incurred by the vendor arising out of the breach.
- 35.2 The vendor's rights under clause 22 and this clause continue after completion.

36 Agency

- 36.1 The purchaser warrants that:
- 36.1.1 this sale is not made through any estate agent or estate agency company other than the vendors agent; and
 - 36.1.2 the purchaser was not, as a result of anything done by any estate agent or estate agency entity, other than the vendor's agent:
 - 36.1.2.1 brought into contact with the vendor; and or

- 36.1.2.2 introduced to the property or to the vendor; and or
- 36.1.2.3 brought into contact with the vendor and introduced to the property or to the vendor.

- 36.2 If the purchaser is in breach of a warranty in clause 36.1, the purchaser must indemnify and compensate the vendor for any loss incurred by the vendor arising out of the breach.
- 36.3 The vendor warrants that there is no sole agency agreement in force at the date of this contract with any agent not named in this contract.
- 36.4 The vendor's rights under this clause continue after completion.

37 Improvements, inclusions, furnishings and chattels

- 37.1 The purchaser warrants that prior to signing this contract the purchaser inspected the improvements and inclusions.
- 37.2 The purchaser acknowledges that the improvements and inclusions are sold in their present condition and state of repair.
- 37.3 In respect of any defect in, state of repair in, and or condition of the improvements (or any part of the improvements) the purchaser cannot:
 - 37.3.1 make a claim, or
 - 37.3.2 make an objection, or
 - 37.3.3 make a requisition, or
 - 37.3.4 rescind, or
 - 37.3.5 delay completion, or
 - 37.3.6 terminate.
- 37.4 In respect of any defect in the state of repair of, and or condition of the inclusions, furnishings and or chattels (or any part of the inclusions, furnishings and or chattels) the purchaser cannot:
 - 37.4.1 make a claim or
 - 37.4.2 make an objection or
 - 37.4.3 make a requisition or
 - 37.4.4 rescind or
 - 37.4.5 delay completion or
 - 37.4.6 terminate.
- 37.5 The purchaser cannot require the vendor to contribute to fencing work, and/or any costs associated with any fencing work, concerning any land adjoining the property owned by the vendor.
- 37.6 Notwithstanding any other provision in this contract, the vendor shall not be required to clean the property or to remove any rubbish or debris from the property on or before completion.

38 Failure to complete on the date for completion and late transfer delivery

- 38.1 The parties acknowledge that:
 - 38.1.1 14 days (inclusive of any days that are not business days) is reasonable and sufficient time for compliance with a notice to complete. Such notice may nominate

- a specified hour as the time for completion on the date specified in the notice. Time, with respect to this clause, is of the essence; and
- 38.1.2 without affecting any other right, a party who has issued a notice to complete, can at any time before the expiration of that notice revoke that notice by giving written notice of that revocation to the other party.
- 38.2 If the parties do not complete on the date for completion for any reason, other than default by the vendor, the purchaser must pay the vendor interest on the price at the rates mentioned in *Part 36 Rule 7(1)* to the *Uniform Civil Procedure Rules 2005*, calculated on daily rests, from the date for completion to the date of actual completion (both inclusive).
- 38.3 In the event the vendor issues any Notice to Complete pursuant to clause 38.1, the purchaser must pay to the vendor \$390.00 (inclusive of any GST) for each such Notice issued to cover legal costs and other expenses incurred as a consequence of the of issuing such.
- 38.4 If after settlement arrangements have been agreed and booked, if the purchaser within 3 business days of a booked settlement causes settlement to be cancelled, or causes settlement to be rescheduled to another time or place on that day, or to another day, the purchaser must pay to the vendor, as a consequence of each such rescheduling or cancellation:
- 38.4.1 \$290.00 (inclusive of any GST) to partly cover legal costs and other expenses incurred; and
- 38.4.2 the amount equivalent to any fees, costs and charges imposed by the vendor's settlement agent; and
- 38.4.3 the amount equivalent to any fees, costs and charges imposed by any entity (or their representative or agent) releasing an encumbrance on the property (for example, by a mortgagee discharging a mortgage on the property's title).
- 38.5 If this is a matter requiring the issue of a hard copy paper Transfer, and the purchaser fails to deliver the Transfer to the vendor's solicitor on or before date required under this contract, the purchaser agrees to pay to the vendor \$165.00 (inclusive of any GST) by way of adjustment on settlement towards the vendor's additional costs of:
- 38.5.1 arranging execution of the paper Transfer by the vendor on short notice; or
- 38.5.2 the vendor preparing a paper transfer for execution by the vendor; or
- 38.5.3 the vendor preparing any annexure to a paper transfer for execution by the vendor.
- 38.6 The parties agree that the amounts referred to in clauses 38.2, 38.3, 38.4 and 38.5 are genuine pre-estimates of the losses and additional minimum costs and other expenses costs incurred by the vendor as a consequence of not completing on the date for completion, the issuing of the Notice, or the cancellation or rescheduling of a settlement, or the late delivery of the Transfer, as the case may be.
- 38.7 The amounts payable by the purchaser to the vendor under this additional clause are essential and are to be paid, at the vendor's sole discretion, either by a settlement cheque at or before completion, or as an adjustment in favour of the vendor on completion.
- 38.8 The vendor's rights under this clause continue after completion or termination.
- 38.9 This clause does not affect any other rights of the vendor.

39 Registration of discharge etc not required

- 39.1 The purchaser will not require the vendor prior to completion to:
- 39.1.1 register a discharge of any mortgage affecting the property; and
 - 39.1.2 withdraw any caveat affecting the property.
- 39.2 The purchaser will accept on completion, as the case may be, a duly executed
- 39.2.1 discharge of any mortgage; and or
 - 39.2.2 withdrawal of any caveat.

40. Whole agreement

- 40.1. The provisions contained in this contract comprise the whole of the agreement between the parties.
- 40.2. The parties agree that no provisions are implied in this agreement or arise between them by way of any other agreement and the existence of any other agreement is expressly negated.
- 40.3. Except for any provisions implied by legislation that cannot be excluded, no provisions are implied in this contract.
- 40.4. The purchaser warrants that, except for provisions expressly set out in this contract, the purchaser has not relied upon any statement, or representation or warranty made and or that may have been made by or on behalf of the vendor or that may have been made or given to the purchaser or to anyone on the purchaser's behalf in respect of the property, the improvements on the property and any inclusions.

41. Severability

- 41.1. Each clause, sub-clause, additional clause and additional sub-clause of this contract is severable from each other clause, sub-clause, additional clause and additional sub-clause.
- 41.2. The invalidity or unenforceability of any clause, sub-clause, additional clause or additional sub-clause will not prejudice or affect the validity or enforceability of any other clause, sub-clause, additional clause or additional sub-clause.

42. Release of deposit

- 42.1. Notwithstanding any other provision of this contract, the purchaser authorises the vendor to apply the whole or any part of the deposit paid under this contract by way of deposit on another property, and or towards stamp duty payable by the vendor on the vendor's purchase of another property, on the following conditions:
- 42.1.1. the deposit released to the vendor is not to be further released;
 - 42.1.2. that part of the deposit released to the vendor as a deposit on a purchase of another property by the vendor, it is to be held in the trust account of a solicitor or real estate agent;
 - 42.1.3. if any circumstances arise entitling the purchaser to rescind this contract, the vendor will immediately repay any monies released; and

- 42.1.4. the vendor shall not be required to obtain any further authority from the purchaser in respect of any release of the deposit other than this additional clause.

43. Attachments & amendments to this contract

- 43.1. The vendor does not promise, represent or state that any attached document is accurate or current.
- 43.2. The parties authorise their respective solicitors or any employee of those solicitors to alter this contract, so that it incorporates agreed and authorised amendments or attachments, up until:
- 43.2.1. the contract date, if this contract was made without the purchaser having cooling off rights pursuant to section 66S of the *Conveyancing Act 1919*, or
- 43.2.2. the time when the cooling off period ends, if this contract was made with the purchaser having cooling off rights pursuant to section 66S of the *Conveyancing Act 1919*.
- 43.3. Any such alterations to this contract referred to in the preceding clause are binding upon the parties.

44. Suitability of property

- 44.1. The purchaser agrees and acknowledges:
- 44.1.1. the vendor gives no warranty and makes no representation; and
- 44.1.2. the purchaser cannot make a claim, objection or requisition or rescind or delay completion or terminate;
- in respect of the suitability or lack of suitability of the property for any particular purpose.

45. Headings

- 45.1. Paragraph headings are inserted for ease of reference only and they do not have any legal effect or in any way affect the extent or interpretation of this contract.

46. Swimming pool

- 46.1. This additional clause applies if there is a swimming pool, bathing pool, wading pool, spa bath, spa or Jacuzzi on the property to which the *Swimming Pools Act 1992* applies (*Swimming Pool*).
- 46.2. The vendor does not warrant that the Swimming Pool on the property complies with the requirements imposed by the *Swimming Pools Act 1992* and the regulations prescribed under that Act.
- 46.3. The purchaser agrees that after completion the purchaser will comply with the requirements of the *Swimming Pools Act 1992* and the regulations made under it relating to access to the Swimming Pool and the erection of a warning notice.
- 46.4. Notwithstanding any other clause in this contract, should any notice issue from council or any

competent authority, the purchaser shall not require the vendor to:

- 46.4.1. carry out any rectification work, including any rectification work to any existing Swimming Pool fence; and or
 - 46.4.2. construct a Swimming Pool fence if no such fence is in existence.
- 46.5. The purchaser cannot make a claim, objection or requisition, delay completion or terminate in respect of any matter arising from this additional clause.
- 46.6. The vendor's rights under this clause continue after completion.

47. Extensions to cooling off period

- 47.1. This clause applies if any cooling off period applies to this contract under section 66S of the *Conveyancing Act 1919*.
- 47.2. If the purchaser requests the vendor to extend the cooling-off period, and the vendor agrees to extend the cooling-off period, for each agreed extension of the cooling off period the purchaser must pay to the vendor \$290.00 to cover the vendor's additional legal costs incurred as a consequence of each such extension.
- 47.3. The parties agree that the amount referred to in clauses 46.2 is a genuine pre-estimate of the additional minimum costs and other expenses costs incurred by the vendor as a consequence of each agreed extension of the cooling off period.
- 47.4. The amounts payable by the purchaser to the vendor under this additional clause are essential and are to be paid, at the vendor's sole discretion, either by a settlement cheque at or before completion, or as an adjustment in favour of the vendor on completion.
- 47.5. The vendor's rights under this clause continue after completion or termination.
- 47.6. This clause does not affect any other rights of the vendor.

48. Date for completion

- 48.1. If a date for completion is written or defined on the front page of this contract next to the Term "date for completion" at the time this contract was made, then that date shall be the date for completion.
- 48.2. If a date for completion is not written or defined on the front page of this contract next to the Term "date for completion" at the time this contract was made, then the date for completion of this contract shall be the 35th day after the date of this contract.
- 48.3. Notwithstanding any other provision:
- 48.3.1. the vendor can, by notice to the purchaser, bring forward the date for completion by up to one calendar month before the date for completion written or defined on the front page of this contract ("revised date"); and
 - 48.3.2. any notice given by the vendor under clause 48.3.1 must be given by no later than one calendar month before the revised date
- 48.4. Completion must occur between 10.30am and 3.30pm on the date for completion or on the

revised date, as the case may be.

49. Certificate of compliance

- 49.1. Notwithstanding any other provision in this contract, if a Certificate of Compliance regarding swimming pool on the property is not annexed to this contract, completion is conditional upon the vendor serving upon the purchaser at or before completion a current Certificate of Compliance regarding the swimming pool.

Conditions of Sale by Auction

The conditions on this page apply if the property is offered for sale by auction.

If the property is to be sold at auction, 'Bidders Record' means the Bidders Record to be kept pursuant to clause 18 of the *Property, Stock & Business Agents Regulation 2003 (NSW)* and section 68 of the *Property, Stock & Business Agents Act 2002 (NSW)*.

- A The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
- (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences (but not if the auction relates solely to livestock).
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
 - (f) A bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- B. The following conditions, in addition to those prescribed by paragraph A, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
- (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) Subject to paragraph C, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- C. The following conditions, in addition to those prescribed by paragraphs A and B, are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.



Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 23/1039132

SEARCH DATE	TIME	EDITION NO	DATE
30/10/2019	11:30 AM	11	31/8/2017

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO. CONTROL OF THE RIGHT TO DEAL IS HELD BY CITIGROUP PTY LIMITED.

LAND

LOT 23 IN DEPOSITED PLAN 1039132
 AT WEST HOXTON
 LOCAL GOVERNMENT AREA LIVERPOOL
 PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP1039132

FIRST SCHEDULE

NESTOR CHI-YEUNG CHAN
 REBECCA CHAN
 AS JOINT TENANTS (CN AK156048)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 * DP1011591 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 3 * DP1017189 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 4 * DP1039132 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 2 IN S.88B INSTRUMENT
- 5 * DP1039132 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 3 IN S.88B INSTRUMENT
- 6 AM691661 MORTGAGE TO CITIGROUP PTY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

5650:L_Z

PRINTED ON 30/10/2019

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

**Instrument setting out terms of Easements or Profits a Prendre intended to be created or released
and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to
Section 88b Conveyancing Act 1919.**

(Sheet 1 of 3 Sheets)

DP1039132

Subdivision of Lot 31
Deposited Plan 1017189
Council Clerk's Certificate
Number: 27 Dated: 21-2-2002

**Full name and address of
proprietor of land:**

Dayborne Pty Limited
Unit 8 21-23 Daniel Street
Wetherill Park NSW 2164

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement , profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Underground Cables 1 wide	21 & 28	Integral Energy Australia
2	Restriction on the use of land	Each lot	The Council of the City of Liverpool
3	Restriction on the use of land	Each lot	Every other lot
4	Positive Covenant	21	The Council of the City of Liverpool

(Sheet 2 of 3 Sheets)

DP1039132

Subdivision of Lot 31
Deposited Plan 1017189
Council Clerk's Certificate
Number: 27 Dated: 21-2-2002

Part 2 (Terms)

Terms of Easement for Underground cables 1 wide numbered 1 in the abovementioned plan:

The terms of the easement for underground cables set out in Memorandum No. 3021851 are incorporated in this document.

Name of authority empowered to release vary or modify Terms of Easement numbered 1 in abovementioned plan:

Integral Energy Australia

Terms of Restriction on the use of land numbered 2 in the abovementioned plan

No building shall be erected on the land hereby burdened unless the footings or raft slab or both of them (as the case may be) has been designed in accordance with the Australian Standard AS2870 "Residential Slabs and Footings" and such design has been approved by the Council of the City of Liverpool.

Terms of Restriction on the use of land numbered 3 in the abovementioned plan

- a) No building shall be erected on any lot the external walls of which shall consist of materials other than brick, brick veneer, fibrous cement or timber or any combination of the same but not more than 20% of the external surface shall be of fibrous cement or timber or any combination of the same. Nothing in this clause shall be deemed to prevent the erection of a building having internal walls or an internal frame of timber and external walls of brick, fibrous cement or timber or any combination of the same as aforesaid nor the use of glass for any window or other purpose in such external walls or the use of fibrous cement or timber or any combination of the same in any eaves or gables.
- b) No building shall be erected on any lot having a flat roof or a roof of corrugated iron or fibro cement unless the design thereof be first approved by Dayborne Pty Limited.
- c) No privy shall be erected on any lot in a conspicuous place or position and if same is visible from the road or other lots it shall be screened.
- d) No garage or outbuilding shall be erected on any lot except until or concurrently with the erection of any building unless the design thereof be first approved by Dayborne Pty Limited.
- e) No earth stone or trees shall be removed or excavated from any lot except where such removal or excavation is necessary for the erection of a building or structure for the safety of the occupants or the prospective occupants thereof, or for the construction of a swimming pool pursuant to the approval of the Liverpool City Council in respect thereto.
- f) No tree standing on any lot shall be lopped or ringbarked or removed without the prior consent of Liverpool Council.
- g) That no fence shall be erected on the lot burdened to divide it from any adjoining land owned by Dayborne Pty Limited without the consent of Dayborne Pty Limited its successors and assigns other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Dayborne Pty Limited its successors and assigns and in favour of any person dealing with the lot such consent shall be deemed given in respect to every such fence for the time being erected.

(Sheet 3 of 3 Sheets)

DP1039132

Subdivision of Lot 31
Deposited Plan 1017189
Council Clerk's Certificate
Number: 27 Dated: 21-2-2002

Name of person whose consent is required to release vary or modify this restriction numbered 3 in the abovementioned plan is Dayborne Pty Limited without the consent of any other person or persons PROVIDED THAT any consent that may be given shall be made and done in all respects at the cost and the expense of the person or persons requesting such consent.

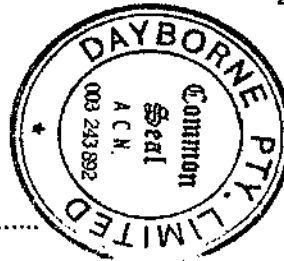
Terms of Positive Covenant numbered 4 in the abovementioned plan

The registered proprietors of the lot burdened shall not remove, damage, destroy or permit to fall into disrepair the double lapped 1.8 metre high paling fence on the eastern boundary of the subject lot.

Name of authority whose consent is required to release vary or modify positive covenant numbered 4 in the abovementioned plan is the Council of the City of Liverpool without the consent of any other person or persons PROVIDED THAT any consent that may be given shall be made and done in all respects at the cost and the expense of the person or persons requesting such consent.

Dated this 27 day of FEBRUARY 2002

The Common Seal of Dayborne Pty Limited
was hereunto affixed by resolution
of the Directors in the presence of:



[Signature] SECRETARY Secretary
.....
M. Latta DIRECTOR Director
.....
..... Director

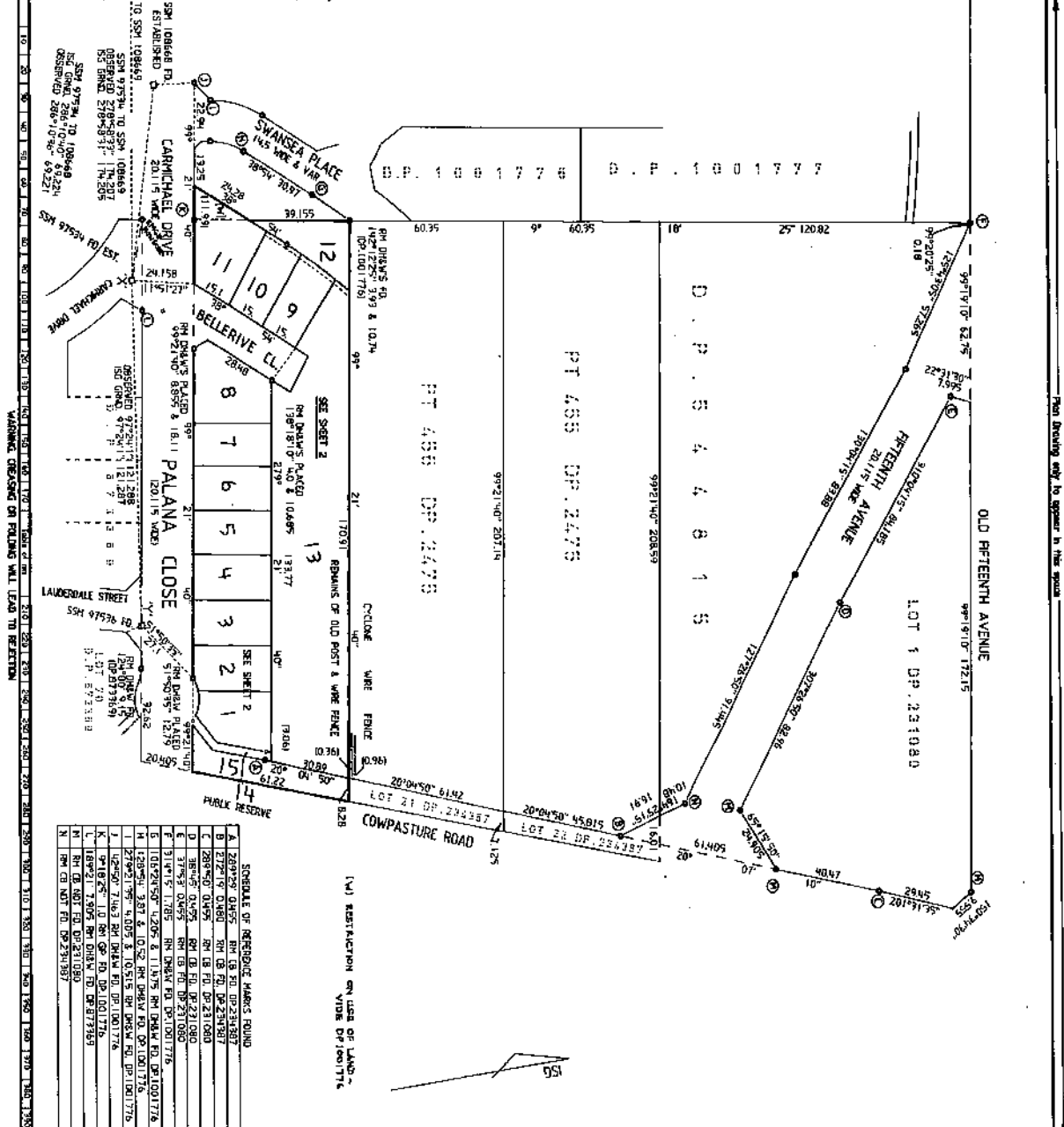
REGISTERED  22-3-2002

Req:R176939 /Doc:DP 1011591 P /Rev:22-Mar-2000 /NSW LRS /Pgs:ALL /Prt:30-Oct-2019 12:14 /Seq:1 of 2
 © Office of the Registrar-General /Src:INFOTRACK /Ref:5650:L_Z

PLAN FORM 2
 SHANTIES, AND SEALS ONLY



Conceded Land Office Approval
 Subdivision Certificate
 The plan is to be lodged electronically to the Land Title Office and approved by the Registrar-General.



SCHEDULE OF INTERESTED PARTIES

A	280000 0405	DN 10	DP 231080
B	280000 0405	DN 10	DP 231080
C	280000 0405	DN 10	DP 231080
D	280000 0405	DN 10	DP 231080
E	280000 0405	DN 10	DP 231080
F	280000 0405	DN 10	DP 231080
G	280000 0405	DN 10	DP 231080
H	280000 0405	DN 10	DP 231080
I	280000 0405	DN 10	DP 231080
J	280000 0405	DN 10	DP 231080
K	280000 0405	DN 10	DP 231080
L	280000 0405	DN 10	DP 231080
M	280000 0405	DN 10	DP 231080
N	280000 0405	DN 10	DP 231080

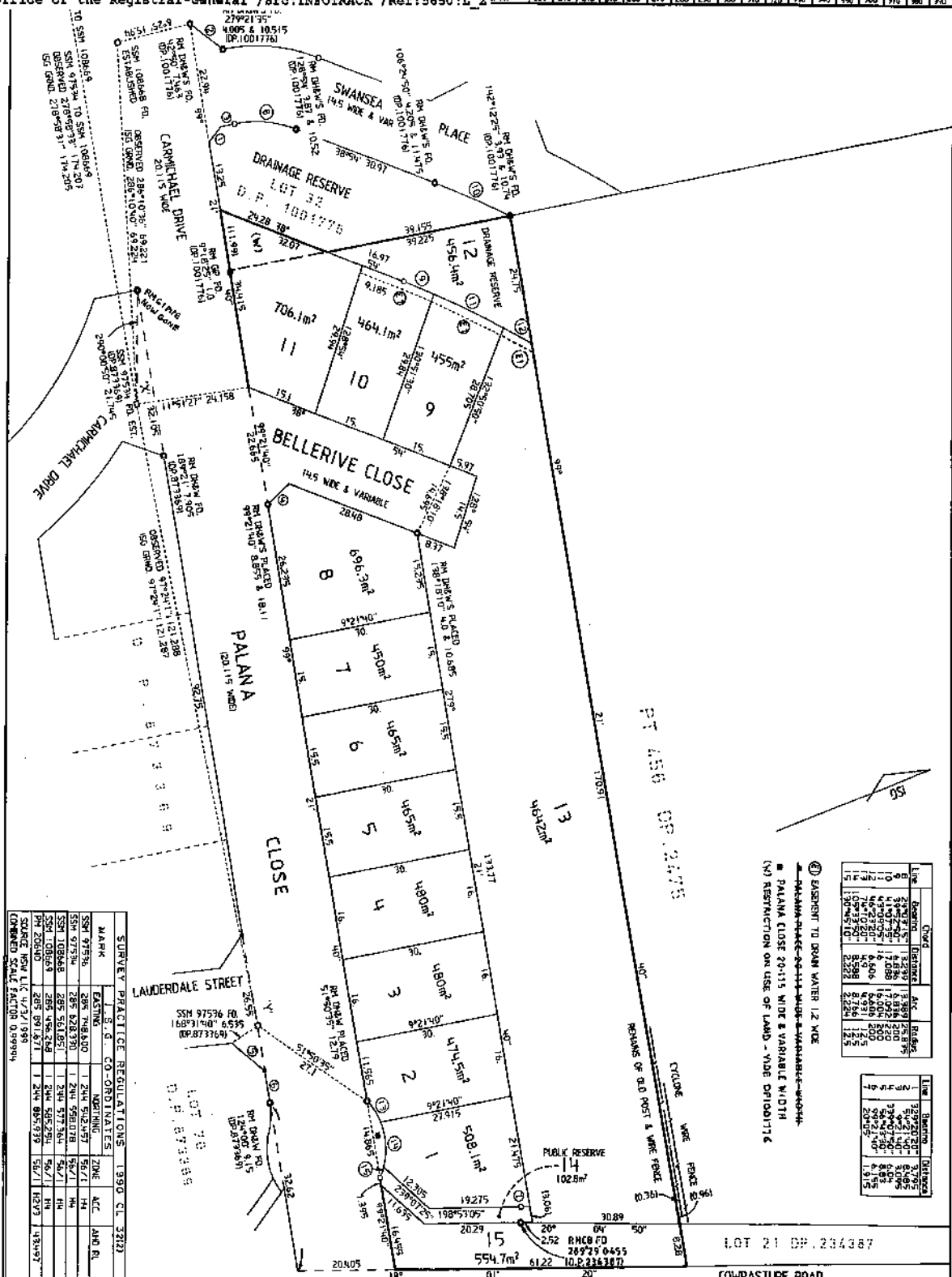
DP1011591
 LRA: LIVERPOOL
 LOCALITY: WEST HUNTON
 Parish: CAROLKATTA
 County: OMBERRAMB
 Land Plan: DP 2415, DP100176
 PLAN OF SUBDIVISION OF LOT 457 DP2415 AND LOT 33 DP100176
 LRA: LIVERPOOL
 LOCALITY: WEST HUNTON
 Parish: CAROLKATTA
 County: OMBERRAMB
 Land Plan: DP 2415, DP100176
 PLAN OF SUBDIVISION OF LOT 457 DP2415 AND LOT 33 DP100176
 LRA: LIVERPOOL
 LOCALITY: WEST HUNTON
 Parish: CAROLKATTA
 County: OMBERRAMB
 Land Plan: DP 2415, DP100176

INSTRUMENT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IF IS TO BE REGISTERED TO CREATE
 ZERASEREN ON THE USE OF LAND
 INSTRUMENT ON THE USE OF LAND
 SPRESHINE COVENANT

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING CROSSING OR FOLDING WILL LEAD TO REJECTION



Plan Drawing only to appear in this space

Line	Bearing	Distance	Arc	Radius
1	S 89° 52' 42" E	1.239	1.738	2.000
2	S 89° 52' 42" E	1.239	1.738	2.000
3	S 89° 52' 42" E	1.239	1.738	2.000
4	S 89° 52' 42" E	1.239	1.738	2.000
5	S 89° 52' 42" E	1.239	1.738	2.000
6	S 89° 52' 42" E	1.239	1.738	2.000
7	S 89° 52' 42" E	1.239	1.738	2.000
8	S 89° 52' 42" E	1.239	1.738	2.000
9	S 89° 52' 42" E	1.239	1.738	2.000
10	S 89° 52' 42" E	1.239	1.738	2.000
11	S 89° 52' 42" E	1.239	1.738	2.000
12	S 89° 52' 42" E	1.239	1.738	2.000
13	S 89° 52' 42" E	1.239	1.738	2.000
14	S 89° 52' 42" E	1.239	1.738	2.000
15	S 89° 52' 42" E	1.239	1.738	2.000

Line	Bearing	Distance
1	S 89° 52' 42" E	1.239
2	S 89° 52' 42" E	1.239
3	S 89° 52' 42" E	1.239
4	S 89° 52' 42" E	1.239
5	S 89° 52' 42" E	1.239
6	S 89° 52' 42" E	1.239
7	S 89° 52' 42" E	1.239
8	S 89° 52' 42" E	1.239
9	S 89° 52' 42" E	1.239
10	S 89° 52' 42" E	1.239
11	S 89° 52' 42" E	1.239
12	S 89° 52' 42" E	1.239
13	S 89° 52' 42" E	1.239
14	S 89° 52' 42" E	1.239
15	S 89° 52' 42" E	1.239

- ⊕ SUBJECT TO DRAIN WATER 1.2 MIDE
- PALANA CLOSE 20-115 WIDE & VARIABLE WIDTH
- PALANA CLOSE 20-115 WIDE & VARIABLE WIDTH
- (N) RESTRICTION ON USE OF LAND - VIDE DP1001174

MARK	ESTIM. CO-ORDINATES	ZONE	MTC	AND RI
SSM 97536	285 428.370	12M	567.712	567.712
SSM 97536	285 428.370	12M	567.712	567.712
SSM 108848	285 456.254	12M	567.712	567.712
SSM 108848	285 456.254	12M	567.712	567.712
SM 20040	285 991.871	12M	85.839	567.712

STATION NSW LIX W/3/1999
CHANGED SCALE FACTOR 0.99994

REGISTERED MAP 1,500

REGISTERED REFERENCE P7596



Surveyors Reference P7596

Registered **DP1011591**

Registered **20-3-2000**

Plan Form 3 of Form 3, 2000

Form 3 (10) 20/03/2000

Surveyor registered under Surveyors Act 1978

This is Form 3 of the Act of 2 August 1978

Controlled by the Registrar-General

© 2000

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED,
OR RELEASED AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919.**

DP1011591

Sheet 1 of 4 Sheets

Subdivision of Lot 457

Deposited Plan 2475 & Lot 33

Deposited Plan 1001776

Council Clerk's Certificate

Number: **44** Dated: **1-3-2000**

**Full name and address of
Proprietor of land:**

Dayborne Pty Limited
Unit 8 21-23 Daniel Street
Wetherill Park 2164

Jay Developments Pty Limited
22 Hunter Street
Parramatta 2150

PART ONE

**1. Identity of easement
firstly referred to in
the abovementioned plan**

Easement to drain
water 1.2 wide

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

10
9
13

Lots benefited

11
11, 10
11, 10, 9

**2. Identity of restriction
secondly referred to in
the abovementioned plan**

Restriction on the use of land

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Each Lot except Lots 12, 13, 14 & 15

Authority benefited

The Council of the City of Liverpool

**3. Identity of restriction
thirdly referred to in
the abovementioned plan**

Restriction on the use of land

SCHEDULE OF LOTS, ETC. AFFECTED

200

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED,
OR RELEASED AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919.**

DP1011591

Sheet 2 of 4 Sheets

Subdivision of Lot 457

Deposited Plan 2475 & Lot 33

Deposited Plan 1001776

Council Clerk's Certificate

Number: 44 Dated: 1-3-2000

Lots Burdened

Each Lot except Lots 12, 13, 14 & 15

4. **Identity of restriction
fourthly referred to in
the abovementioned plan**

Lot benefited

Every other lot except Lots 12, 13, 14 & 15

Restriction on the use of land

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots 11 & 13

5. **Identity of Positive Covenant
fifthly referred to in
the abovementioned plan**

Authority benefited

The Council of the City of Liverpool

Positive Covenant.

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots 1

Authority benefited

The Council of the City of Liverpool

PART TWO

Terms of Restriction on the use of land secondly referred to in the abovementioned plan

No building shall be erected on the land hereby burdened unless the footings or raft slab or both of them (as the case may be) has been designed in accordance with the Australian Standard AS2870 "Residential Slabs and Footings" and such design has been approved by the Council of the City of Liverpool.

Terms of Restriction on the use of land thirdly referred to in the abovementioned plan

- a) No building shall be erected on any lot the external walls of which shall consist of materials other than brick, brick veneer, fibrous cement or timber or any combination of the same but not more than 20% of the external surface shall be of fibrous cement or timber or any combination of the same. Nothing in this clause shall be deemed to prevent the erection of a building having internal walls or

m J

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED,
OR RELEASED AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919.**

DP1011591

Sheet 3 of 4 Sheets

Subdivision of Lot 457

Deposited Plan 2475 & Lot 33

Deposited Plan 1001776

Council Clerk's Certificate

Number: **44** Dated: **1-3-2000**

an internal frame of timber and external walls of brick, fibrous cement or timber or any combination of the same as aforesaid nor the use of glass for any window or other purpose in such external walls or the use of fibrous cement or timber or any combination of the same in any eaves or gables.

- b) No building shall be erected on any lot having a flat roof or a roof of corrugated iron or fibro cement unless the design thereof be first approved by Dayborne Pty Limited.
- c) No privy shall be erected on any lot in a conspicuous place or position and if same is visible from the road or other lots it shall be screened.
- d) No garage or outbuilding shall be erected on any lot except until or concurrently with the erection of any building unless the design thereof be first approved by Dayborne Pty Limited
- e) No earth stone or trees shall be removed or excavated from any lot except where such removal or excavation is necessary for the erection of a building or structure for the safety of the occupants or the prospective occupants thereof, or for the construction of a swimming pool pursuant to the approval of the Liverpool City Council in respect thereto.
- f) No tree standing on any lot shall be lopped or ringbarked or removed without the prior consent of Liverpool Council.
- g) That no fence shall be erected on the lot burdened to divide it from any adjoining land owned by Dayborne Pty Limited without the consent of Dayborne Pty Limited its successors and assigns other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Dayborne Pty Limited its successors and assigns and in favour of any person dealing with the lot such consent shall be deemed given in respect to every such fence for the time being erected.

Name of person whose consent is required to release vary or modify this restriction thirdly referred to in the abovementioned plan is Dayborne Pty Limited without the consent of any other person or persons PROVIDED THAT any consent that may be given shall be made and done in all respects at the cost and the expense of the person or persons requesting such consent.

Terms of Restriction on the use of land fourthly referred to in the abovementioned plan

No development shall be undertaken until the subject land is resubdivided in accordance with the requirements of Liverpool City Council.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED,
OR RELEASED AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919.**

DP1011591

Sheet 4 of 4 Sheets

Subdivision of Lot 457

Deposited Plan 2475 & Lot 33

Deposited Plan 1001776

Council Clerk's Certificate

Number: *44* Dated: *1-3-2000*

Terms of Positive Covenant fifthly referred to in the abovementioned plan

The registered proprietors of the lot burdened shall not remove, damage, destroy or permit to fall into disrepair the double lapped 1.8 metre high paling fence on the eastern boundary of the subject lot.

Name of authority whose consent is required to release vary or modify this easement, restriction on the use of land and positive covenant firstly, secondly, fourthly and fifthly referred to in the abovementioned plan is the Council of the City of Liverpool without the consent of any other person or persons PROVIDED THAT any consent that may be given shall be made and done in all respects at the cost and the expense of the person or persons requesting such consent.

DATED this _____ day of _____ 199

The Common Seal of Dayborne Pty Limited
was hereunto affixed by resolution
of the Directors in the presence of:



M Letta
Secretary

[Signature]
Director

The Common Seal of Jay Developments Pty Limited
was hereunto affixed by resolution
of the Directors in the presence of:



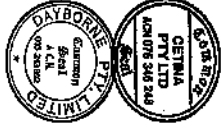
Secretary

[Signature]
Director

REGISTERED  *AS 20-3-2000*

PLAN FORM 2A

SIGNATURE AND SEALS ONLY



Signature: *[Handwritten Signature]*
Name: *[Handwritten Name]*

MARY JANE CASSAR
DANTE BENDER
241 MARKET STREET
STONEY
BANK OFFICER

APPROVED AND NEW ZEALAND BANKING GROUP LIMITED
AS A BANK OFFICER

Crown Lands Office Approval

Subdivision Certificate
The Registrar-General has approved the subdivision of the land shown in the plan and the Registrar-General has issued this certificate in accordance with section 223 of the Real Property Act 1900.

Subdivision Certificate No. **223/01**

Plan No. **DP 1017189**

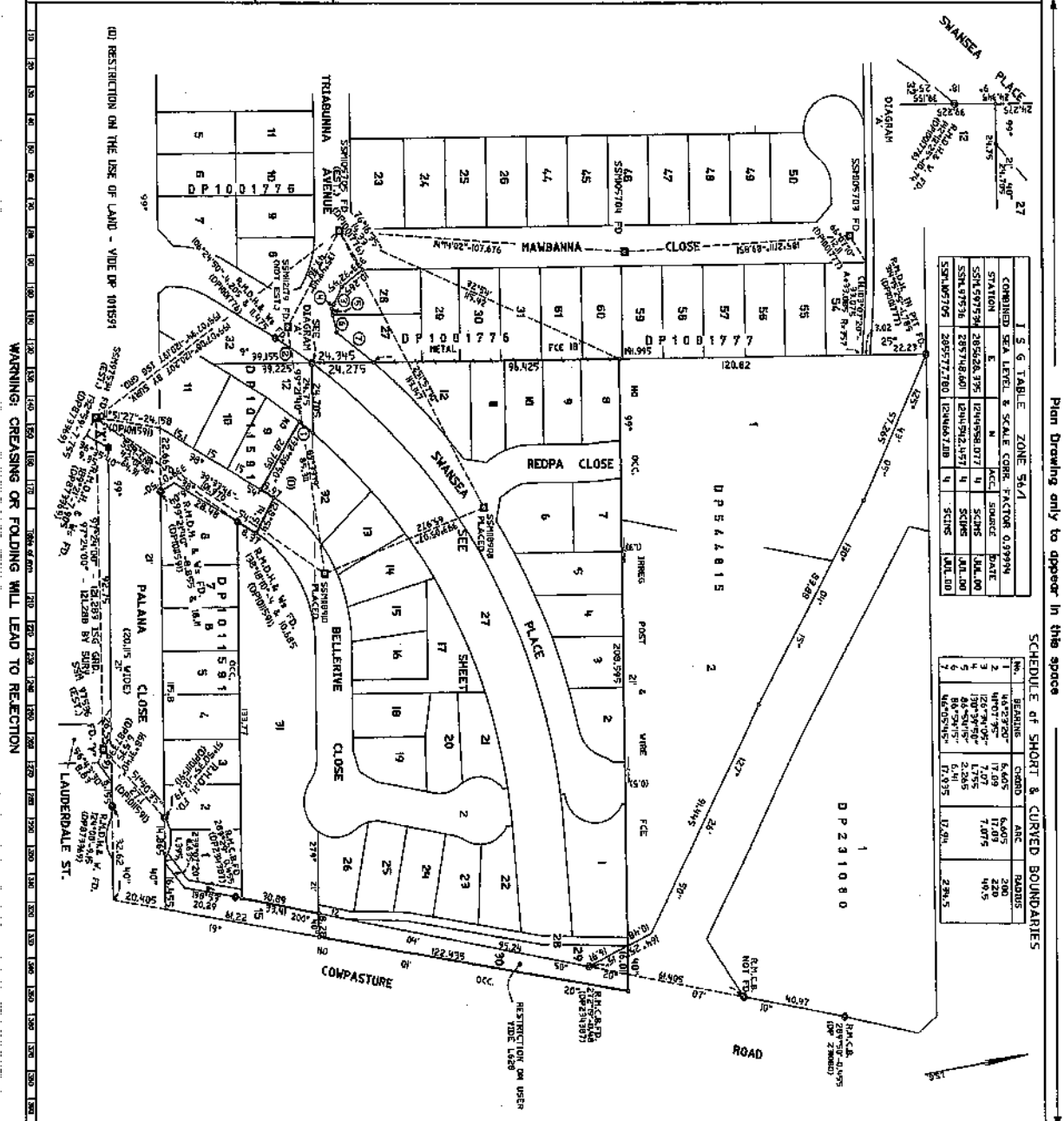
Scale **1:1000**

Shire/County **CUKINGBURY**

Local Government **CUKINGBURY**

Local Government Officer **[Signature]**

Local Government Seal **[Seal]**



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	COORD.	ARC	ORDIN.
1	142°22'00"	5405	5405	200
2	110°17'55"	1709	1709	220
3	126°29'59"	7107	7107	1675
4	84°52'15"	2265	2265	1675
5	84°52'15"	2265	2265	1675
6	142°22'00"	5405	5405	200

DP1017189

Registered as a Subdivision Certificate

Title System: **TORRENS**

Purpose: **SUBDIVISION**

Real. Map: **U 8237-2**

Leaf Plan: **DP 2415 & DP 101591**

PLAN OF SUBDIVISION OF LOTS 495 & 496 DP2415 & LOT 19 DP 101591

Local Plan: **DP 2415 & DP 101591**

Local Government: **LGA LIVERPOOL**

Shire/County: **WEST HOXTON**

Parish: **CARBANATTA**

County: **CUMBERLAND**

Scale: **1:1000**

Plan No. **DP 1017189**

Scale **1:1000**

Shire/County **CUKINGBURY**

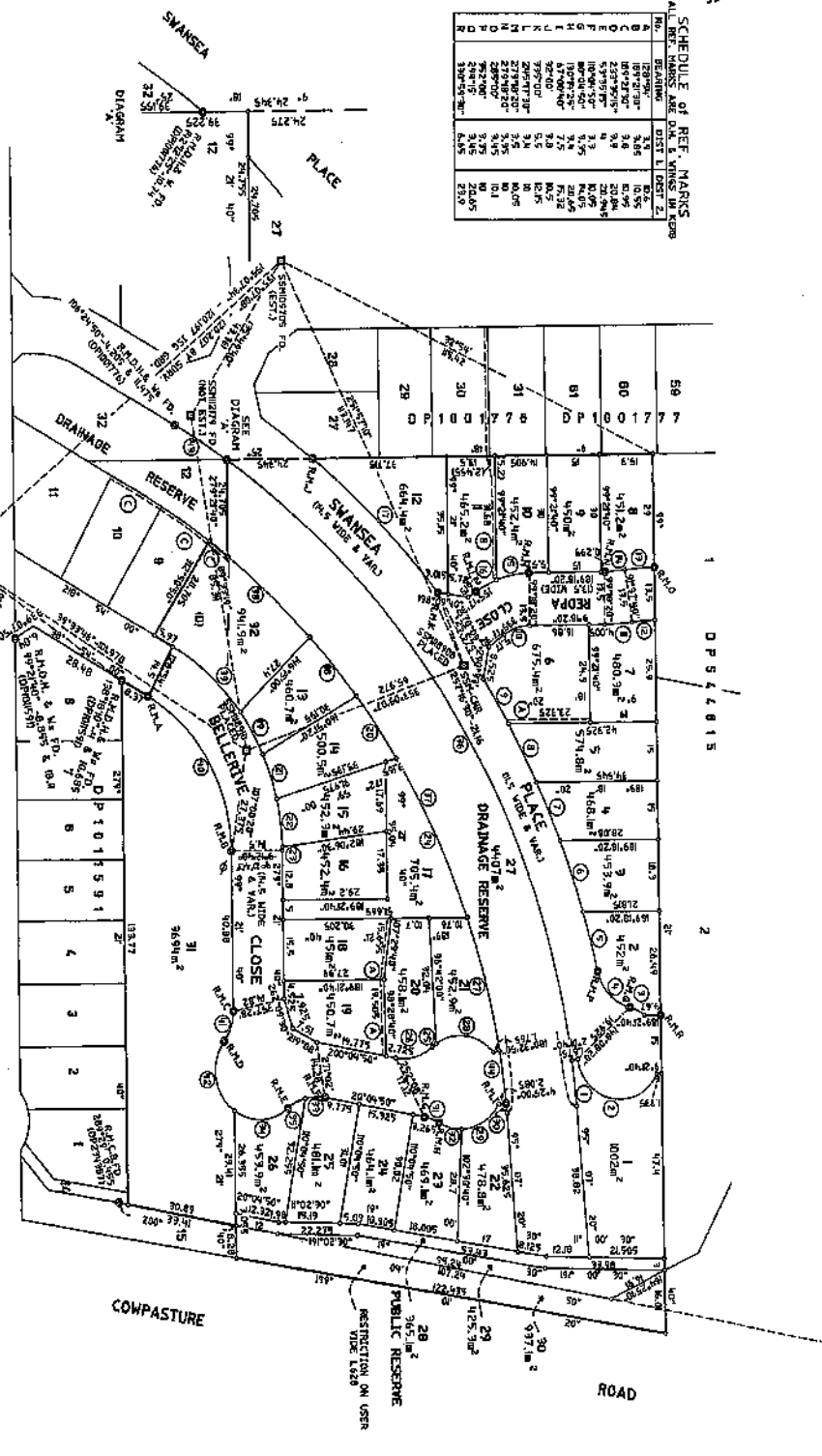
Local Government Officer **[Signature]**

Local Government Seal **[Seal]**

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SCHEDULE of REF. MARKS
 ALL REF. MARKS ARE ON E. VINES IN 4280

Ref. Mark	Reading	Dist. 1	Dist. 2
A	128.92	1.2	0.2
B	128.92	1.2	0.2
C	128.92	1.2	0.2
D	128.92	1.2	0.2
E	128.92	1.2	0.2
F	128.92	1.2	0.2
G	128.92	1.2	0.2
H	128.92	1.2	0.2
I	128.92	1.2	0.2
J	128.92	1.2	0.2
K	128.92	1.2	0.2
L	128.92	1.2	0.2
M	128.92	1.2	0.2
N	128.92	1.2	0.2
O	128.92	1.2	0.2
P	128.92	1.2	0.2
Q	128.92	1.2	0.2
R	128.92	1.2	0.2



SCHEDULE of CURVED BOUNDARIES

No.	Bearing	Chord	ARC	RADIUS	No.	Bearing	Chord	ARC	RADIUS	No.	Bearing	Chord	ARC	RADIUS
1	217°30'30"	1.28	1.17	220	1	119°30'30"	6.33	6.34	28.75	30	90°00'00"	4.31	2.46	2.00
2	217°30'30"	22.85	14.78	12	2	119°30'30"	46.04	46.04	238.5	31	90°00'00"	4.31	2.46	2.00
3	217°30'30"	41.77	13.42	12.5	3	119°30'30"	46.04	46.04	238.5	32	90°00'00"	4.31	2.46	2.00
4	217°30'30"	12.96	15.51	23.5	4	119°30'30"	18.83	19.84	80	33	90°00'00"	4.31	2.46	2.00
5	217°30'30"	18.795	18.795	23.5	5	119°30'30"	12.595	12.595	40	34	90°00'00"	4.31	2.46	2.00
6	217°30'30"	18.795	18.795	23.5	6	119°30'30"	12.595	12.595	40	35	90°00'00"	4.31	2.46	2.00
7	217°30'30"	18.795	18.795	23.5	7	119°30'30"	12.595	12.595	40	36	90°00'00"	4.31	2.46	2.00
8	217°30'30"	18.795	18.795	23.5	8	119°30'30"	12.595	12.595	40	37	90°00'00"	4.31	2.46	2.00
9	217°30'30"	18.795	18.795	23.5	9	119°30'30"	12.595	12.595	40	38	90°00'00"	4.31	2.46	2.00
10	217°30'30"	18.795	18.795	23.5	10	119°30'30"	12.595	12.595	40	39	90°00'00"	4.31	2.46	2.00
11	217°30'30"	18.795	18.795	23.5	11	119°30'30"	12.595	12.595	40	40	90°00'00"	4.31	2.46	2.00
12	217°30'30"	18.795	18.795	23.5	12	119°30'30"	12.595	12.595	40	41	90°00'00"	4.31	2.46	2.00
13	217°30'30"	18.795	18.795	23.5	13	119°30'30"	12.595	12.595	40	42	90°00'00"	4.31	2.46	2.00
14	217°30'30"	18.795	18.795	23.5	14	119°30'30"	12.595	12.595	40	43	90°00'00"	4.31	2.46	2.00
15	217°30'30"	18.795	18.795	23.5	15	119°30'30"	12.595	12.595	40	44	90°00'00"	4.31	2.46	2.00
16	217°30'30"	18.795	18.795	23.5	16	119°30'30"	12.595	12.595	40	45	90°00'00"	4.31	2.46	2.00
17	217°30'30"	18.795	18.795	23.5	17	119°30'30"	12.595	12.595	40	46	90°00'00"	4.31	2.46	2.00
18	217°30'30"	18.795	18.795	23.5	18	119°30'30"	12.595	12.595	40	47	90°00'00"	4.31	2.46	2.00
19	217°30'30"	18.795	18.795	23.5	19	119°30'30"	12.595	12.595	40	48	90°00'00"	4.31	2.46	2.00
20	217°30'30"	18.795	18.795	23.5	20	119°30'30"	12.595	12.595	40	49	90°00'00"	4.31	2.46	2.00
21	217°30'30"	18.795	18.795	23.5	21	119°30'30"	12.595	12.595	40	50	90°00'00"	4.31	2.46	2.00
22	217°30'30"	18.795	18.795	23.5	22	119°30'30"	12.595	12.595	40	51	90°00'00"	4.31	2.46	2.00
23	217°30'30"	18.795	18.795	23.5	23	119°30'30"	12.595	12.595	40	52	90°00'00"	4.31	2.46	2.00
24	217°30'30"	18.795	18.795	23.5	24	119°30'30"	12.595	12.595	40	53	90°00'00"	4.31	2.46	2.00
25	217°30'30"	18.795	18.795	23.5	25	119°30'30"	12.595	12.595	40	54	90°00'00"	4.31	2.46	2.00
26	217°30'30"	18.795	18.795	23.5	26	119°30'30"	12.595	12.595	40	55	90°00'00"	4.31	2.46	2.00
27	217°30'30"	18.795	18.795	23.5	27	119°30'30"	12.595	12.595	40	56	90°00'00"	4.31	2.46	2.00
28	217°30'30"	18.795	18.795	23.5	28	119°30'30"	12.595	12.595	40	57	90°00'00"	4.31	2.46	2.00
29	217°30'30"	18.795	18.795	23.5	29	119°30'30"	12.595	12.595	40	58	90°00'00"	4.31	2.46	2.00
30	217°30'30"	18.795	18.795	23.5	30	119°30'30"	12.595	12.595	40	59	90°00'00"	4.31	2.46	2.00
31	217°30'30"	18.795	18.795	23.5	31	119°30'30"	12.595	12.595	40	60	90°00'00"	4.31	2.46	2.00

Plan Drawing only to appear in this space

- ① EASEMENT TO DRAIN WATER 12 WIDE
- ② EASEMENT TO DRAIN WATER 1 WIDE & VARIABLE
- ③ EASEMENT TO DRAIN WATER 1 WIDE & VARIABLE
- ④ RESTRICTION ON THE USE OF LAND - VIDE DP 1017189

Registered DP1017189

This is sheet 2 of my plan in 2 sheets dated 27th July 2000

MARY JANE CASSAR
 DANIE MAGDOON
 101 MARKET STREET
 SYDNEY

DAYBORNE PTY LIMITED
 101 MARKET STREET
 SYDNEY

RESTRICTION ON USE

CONNECTION AMENDED IN 1994 AT SURVEYORS REQUEST VIDE 2012001

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

(LENGTHS ARE IN METRES)

Sheet 1 of 5 Sheets

DP1017189

Plan of subdivision of Lots 455 & 456 DP2475 &
Lot 13 DP 1011591 being the land covered by Council's
Certificate No. 273 of 28-9-2000

**FULL NAME & ADDRESS
OF PROPRIETORS OF THE LAND**

Cetina Pty Limited ACN 076 346 248
1/39 Barbara Street
Fairfield NSW 2165

Dayborne Pty Ltd
Unit 8, 21-23 Daniel Street
Wetherill Park NSW 2164

PART 1

1. **IDENTITY OF EASEMENT
FIRSTLY REFERRED TO
IN ABOVEMENTIONED PLAN**

EASEMENT TO DRAIN WATER 1.2 WIDE

Lots Burdened

Lots Benefited

6
18
19

7
17
17, 18

2. **IDENTITY OF EASEMENT
SECONDLY REFERRED TO
IN ABOVEMENTIONED PLAN**

**EASEMENT FOR UNDERGROUND CABLES
1 WIDE & VARIABLE**

Lots Burdened

Authority Benefited

11

Integral Energy Australia

3. **IDENTITY OF RESTRICTION
THIRDLY REFERRED TO
IN ABOVEMENTIONED PLAN**

RESTRICTIONS ON THE USE OF LAND

Lots Burdened

Authority Benefited

Lots 1, 22, 23, 24, 25, 26

Liverpool City Council

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

(LENGTHS ARE IN METRES)

Sheet 2 of 5 Sheets

DP1017189

Plan of subdivision of Lots 455 & 456 DP2475 &
Lot 13 DP 1011591 being the land covered by Council's
Certificate No. *273 of 28-9-2000*

4. IDENTITY OF RESTRICTON
FOURTHLY REFERRED TO
IN ABOVEMENTIONED PLAN

RESTRICTIONS ON THE USE OF LAND

Lots Burdened

Authority Benefited

31 & 32

Liverpool City Council

5. IDENTITY OF RESTRICTION
FIFTHLY REFERRED TO
IN ABOVEMENTIONED PLAN

RESTRICTIONS ON THE USE OF LAND

Lots Burdened

Authority Benefited

2, 12, 17 & 21

Liverpool City Council

6. IDENTITY OF RESTRICTION
SIXTHLY REFERRED TO
IN ABOVEMENTIONED PLAN

RESTRICTIONS ON THE USE OF LAND

Lots Burdened

Lots
Authority Benefited *Y*

All Lots except 31 & 32

~~Cetina Pty Limited~~ All Lots except 31 + 32 *Y*

7. IDENTITY OF RESTRICTION
SEVENTHLY REFERRED TO
IN ABOVEMENTIONED PLAN

RESTRICTIONS ON THE USE OF LAND

Lots Burdened

Authority Benefited

22, 23 ,24 ,25, 26

Liverpool City Council

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

(LENGTHS ARE IN METRES)

Sheet 3 of 5 Sheets

DP1017189

Plan of subdivision of Lots 455 & 456 DP2475 &
Lot 13 DP 1011591 being the land covered by Council's
Certificate No. *273 of 28-9-2000*

8. **IDENTITY OF RESTRICTION
EIGHTHLY REFERRED TO
IN ABOVEMENTIONED PLAN**

RESTRICTIONS ON THE USE OF LAND

Lots Burdened

Authority Benefited

Lots 1 – 26 inclusive

Liverpool City Council

PART 2

**TERMS OF EASEMENT FOR UNDERGROUND CABLES 1 WIDE SECONDLY REFERRED TO
IN THE PLAN**

An easement for underground cables in the terms set out in Memorandum 3021851 filed in the
Land Titles Office on behalf of Integral Energy Australia.

TERMS OF RESTRICTIONS THIRDLY REFERRED TO IN THE PLAN

The proprietors of the lot burdened agree that:

- a) fencing erected along the Cowpasture Road boundary is to be in accordance with approved engineering plans (if fencing is not constructed prior to release of final plan of subdivision).
- b) such fencing shall not be removed, damaged, destroyed or permitted to fall into disrepair, and
- c) fencing is not to be erected other than that approved prior to release of final plan of subdivision.

TERMS OF RESTRICTIONS FOURTHLY REFERRED TO IN THE PLAN

No development shall be undertaken until the subject land is resubdivided in accordance with the requirements of Liverpool City Council.

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

(LENGTHS ARE IN METRES)

Sheet 4 of 5 Sheets

DP1017189

Plan of subdivision of Lots 455 & 456 DP2475 &
Lot 13 DP 1011591 being the land covered by Council's
Certificate No. 273 of 28-9-2000

TERMS OF RESTRICTIONS FIFTHLY REFERRED TO IN THE PLAN

All future dwellings on the subject lots shall comply with the requirements of Council's Development Control Plan Number 4 – Environmentally Responsive Residential Development. A short written statement shall accompany the development application for each lot created in this subdivision, having regard to the relevant controls contained within Development Control Plan Number 4. Particular attention shall be directed to building setbacks, private open space parking, driveways, sunlight, privacy, street scape and energy efficiency.

TERMS OF RESTRICTIONS SIXTHLY REFERRED TO IN THE PLAN

That no fence shall be erected on the lot burdened to divide it from any adjoining land owned by Cetina Pty Limited its successors or assigns other than purchasers on sale, without the consent Cetina Pty Limited its successors or assigns but such consent shall not be withheld if such fence is erected without expense to Cetina Pty Limited its successors or assigns and in favour of any person dealing with the lot such consent shall be deemed to have been given in respect to every such fence for the time being erected.

TERMS OF RESTRICTIONS SEVENTHLY REFERRED TO IN THE PLAN

No dwelling house or other structure on the lot burdened is to be used otherwise than as an exhibition home for display purposes only and any such dwelling house or other structure is not to be occupied for residential purposes unless and until the fence set out in the restriction thirdly referred to herein has been erected to the satisfaction of the Liverpool City Council.

Upon construction of the said fence to the satisfaction of Liverpool City Council this restriction shall cease to apply and will be extinguished upon the application and at the cost of the registered proprietor.

In favour of any person dealing with the registered proprietor of any lot burdened this restriction, if not previously extinguished, shall be deemed to have been complied with in respect to a dwelling house which has been previously erected and is being used for residential purposes and upon which the said fence has also been constructed.

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

Ref.: 5650:L_Z:83969
Ppty: 66809

Cert. No.: 2134

Applicant:
INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

Receipt No.: 4399442
Receipt Amt.: 53.00
Date: 30-Oct-2019

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 23 DP 1039132

Street Address: 11 BELLERIVE CLOSE, WEST HOXTON 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 (Sydney Region Growth Centres) 2006
SEPP No 19 – Bushland in Urban Areas
SEPP No 21 – Caravan Parks
SEPP No 30 – Intensive Agriculture
SEPP No 44 – 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 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?

Yes

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)?

Yes, part/all of the land is bio-diversity certified land



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

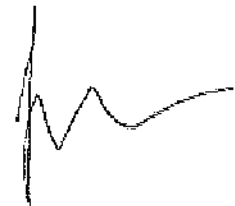
(d) Subject to an ongoing maintenance order within the meaning of that Act?

No

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

Yes. The land to which the certificate relates is subject to a site audit statement.

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 **WEST HOXTON**

Copy of Diagram no. **3076509**

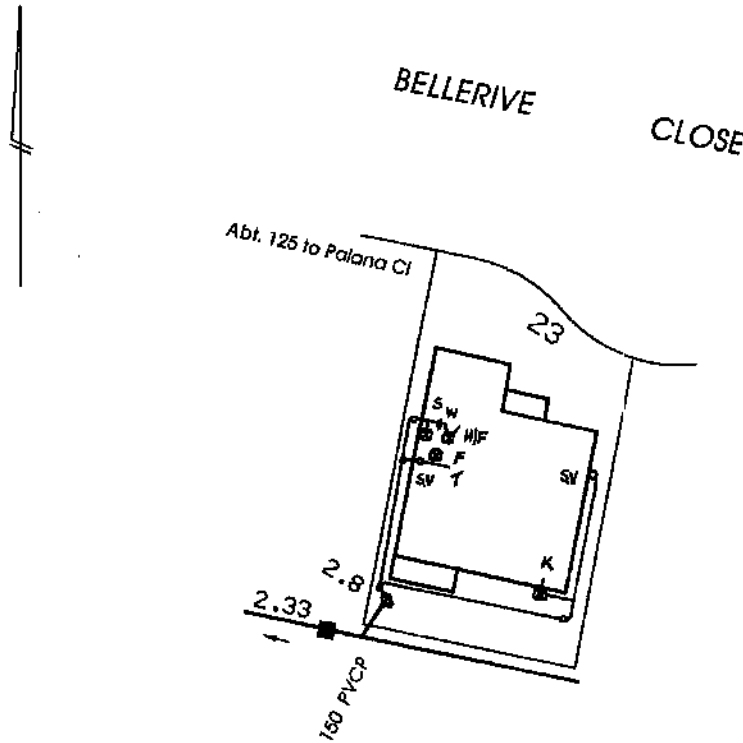
SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS			INDICATES - PLUMBING FIGURES & OR FITTINGS				
■	Manhole	⊠ P	P. Trap	CO	Clean out	⊠	Bidet
□	Chamber	■ P	Reflex Valve	○ V	Vent Pipe	S	Shower
● LH	Lampglass	<	Cleaning Eye	T	Tubs	DW	Dishwasher
⊗	Boundary Trap	○ VERT	Vertical Pipe	K	Kitchen Sink	F	Floor Waste
⊕	Inspection Shaft	IP	Induct Pipe	W	Water Closet	M	Washing Machine
■ PH	Pit	MF	Mica Rap	B	Bath Waste	BS	Bar Sink
⊕ G	Grease Interceptor	Jn	Junction	H	Handbasin	LS	Lab Sink
⊗	Gully	● RP	Rodding Point	INDICATES - PLUMBING ON MORE THAN ONE LEVEL			
				○ SVF	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.

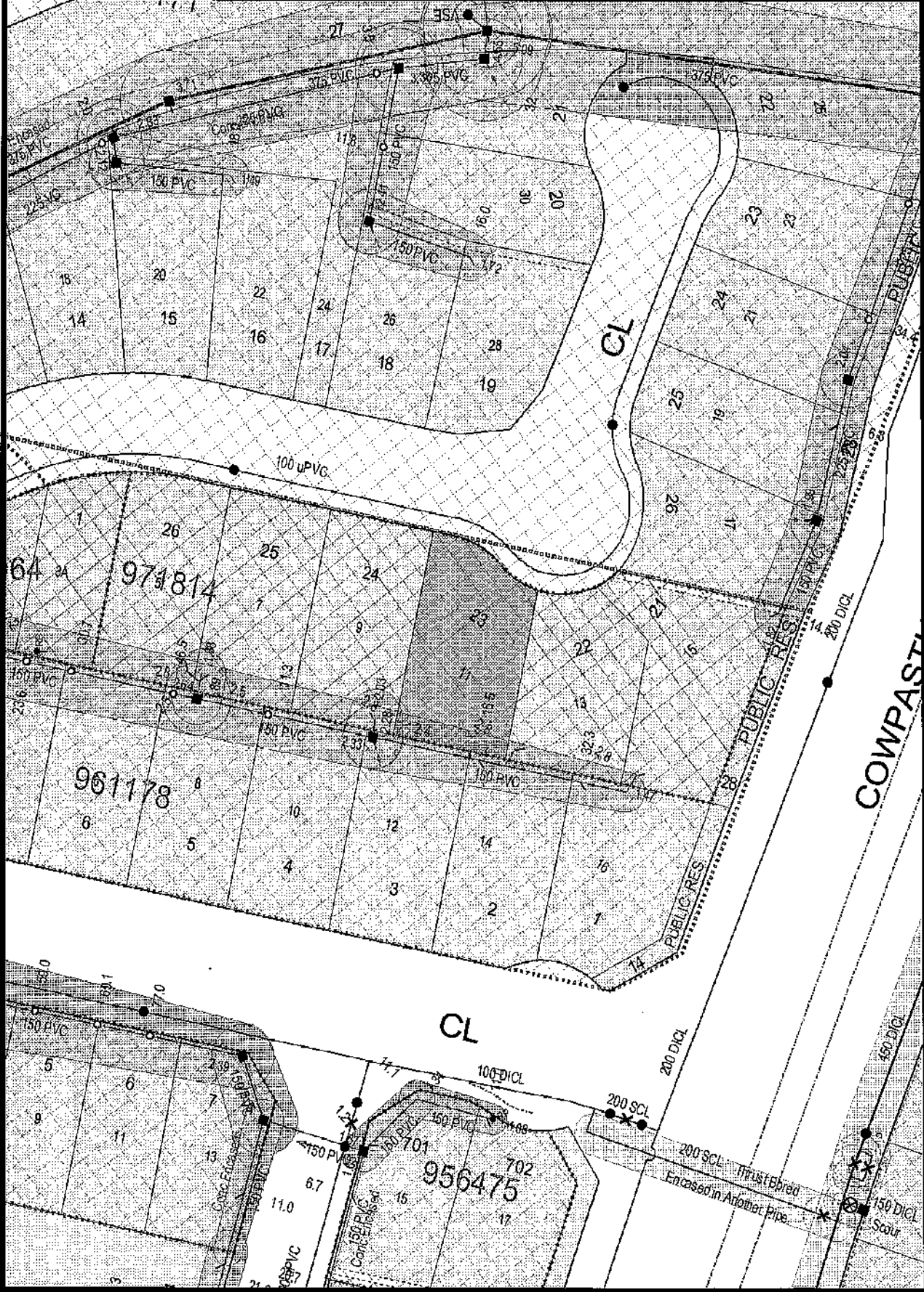
NOTE: This diagram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 8, Clause 3).



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

W.s. _____ U.s. _____ Sewer Ref. _____ Sheet No. _____	DRAINAGE Inspected by Inspector	Date of Issue	PLUMBING Inspected Inspector
	Cert. Of Compliance No.	Outlets	Cert. Of Compliance No.
	Field Diagram Examined by	Drainer
	Tracing Checked by	Plumber
Connection Date:	Boundary Trap NOT REQUIRED	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.

NSW SWIMMING POOL REGISTER

Certificate of Non-compliance

Clause 21 - Swimming Pools Regulation 2018

Pool no: 8fb411b6
Property address: 11 BELLERIVE CLOSE WEST HOXTON
Date of inspection: 04 November 2019
Expiry date: 04 November 2020
Issuing authority: Matthew Millar - Accredited Certifier - bpb2876

The swimming pool at the above property **DOES NOT COMPLY** with Part 2 of the *Swimming Pools Act 1992*. Please refer to the accredited certifier's notice, issued under section 22E of the *Swimming Pools Act 1992*, for detailed reasons of non-compliance and rectification works required to render the swimming pool compliant with the applicable standard.

The swimming pool poses a significant risk to public safety

The swimming pool does not pose a significant risk to public safety

Non-compliance area/s:

Boundary fence	<input type="checkbox"/>	Doors	<input type="checkbox"/>
Fence height	<input type="checkbox"/>	Fence panels/gaps	<input checked="" type="checkbox"/>
Gate closure	<input checked="" type="checkbox"/>	Gate latch	<input type="checkbox"/>
Non-ancillary structure	<input type="checkbox"/>	Non-climbable zones	<input checked="" type="checkbox"/>
Signage	<input type="checkbox"/>	Window	<input type="checkbox"/>
Other (see text box below)	<input type="checkbox"/>		

This certificate expires on issuing of a certificate of compliance or 12 months after the date of issue, whichever occurs first.

Purchasers of a property with a non-compliant swimming pool barrier have 90 days from the date of settlement to fix any areas of non-compliance.

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